



CITY COMMISSION MEETING AGENDA

Tuesday, November 18, 2025 at 5:30 PM – 118 W Central Ave, Arkansas City, KS

Please join our meeting and subscribe to our YouTube channel:
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I. Routine Business

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

II. Recognition of Visitors/Staff

1. Recognize City Clerk Tiffany Parsons, as a graduate of the City Clerks and Municipal Finance Officers Association of Kansas (CCMFOA) Municipal Clerks Certification Institute, a four-year professional development program administered through Wichita State University's Hugo Wall School of Public Affairs.

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 November 4, 2025, 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 \$4,463.00 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 Chad Beeson's appointment of Eric Burr to the Northwest Community Center Advisory Board.
4. A Resolution authorizing a public meeting of the Governing Body to attend a Land Bank Board of Trustees meeting at 5:00 p.m. Tuesday, December 2, 2025, in the Commission Room at City Hall, located at 118 W. Central Avenue in Arkansas City.

IV. New Business

City Attorney Department

1. An Ordinance adopting by reference the Standard Traffic Ordinance for Kansas Cities, 52nd Edition, prepared and published in book form in 2025, by the League of Kansas Municipalities. **(Roll Call Vote)**

2. An Ordinance adopting by reference the Uniform Public Offense Code for Kansas Cities, 41st Edition, prepared and published in book form in 2025, by the League of Kansas Municipalities. **(Roll Call Vote)**

City Manager Department

1. A Resolution authorizing the City of Arkansas City to approve the 2025 Community Development Block Grant (CDBG) Housing Rehabilitation Plan and authorize the Mayor and City Clerk to execute all necessary documents for program administration in compliance with Kansas Department of Commerce and HUD regulations. **(Voice Vote)**
2. A Resolution authorizing the City of Arkansas City to approve the 2025 Community Development Block Grant Demolition Plan as presented and authorize the Mayor and City Clerk to execute all necessary documents for submittal to the Kansas Department of Commerce. **(Voice Vote)**
3. A Resolution authorizing an additional one-time operational contribution of \$25,000 to the Cowley County Humane Society and authorize the City Manager to issue payment in accordance with Invoice #1020 dated November 13, 2025. **(Voice Vote)**

Fire/EMS Department

1. A Resolution authorizing the City of Arkansas City to enter into a Professional Services Agreement with Dr. C. Joseph O'Donnell, D.O. to serve as Medical Director for the Arkansas City Fire-EMS Department, providing medical oversight, training approval, and protocol development as required by the Kansas Board of EMS. **(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 for a period of ____ minutes to discuss the City Manager's annual review, pursuant to K.S.A. 75-4319(b)(1), personnel matters of nonelected personnel. The open meeting will resume in the Commission Chambers at ____ : ____ p.m., to include _____. **(Voice Vote)**

IX. Financial Summary

1. October 2025 Financial Summary

X. Adjournment



City Commission Agenda Item

Meeting Date: November 18, 2025

From: Randy Frazer, City Manager

Item: Recognition of Employee Achievement - City Clerk Tiffany Parsons as CCMFOA Institute Graduate from WSU

Purpose: Recognize City Clerk Tiffany Parsons, as a graduate of the City Clerks and Municipal Finance Officers Association of Kansas (CCMFOA) Municipal Clerks Certification Institute, a four-year professional development program administered through Wichita State University's Hugo Wall School of Public Affairs.

Background:

Tiffany has successfully completed the City Clerks and Municipal Finance Officers Association of Kansas (CCMFOA) four-year professional development program, administered through the Wichita State University's Hugo Wall School of Public Affairs. Parsons began year one of the institute courses in 2022, completed the program October 2025, while balancing regular work and life responsibilities. During this time, she was promoted from Deputy City Clerk to City Clerk in early 2023, assuming full responsibility for the duties of both roles.

The prestigious program provides Kansas municipal clerks and finance officers with advanced training in records management, municipal accounting, leadership, ethics, budgeting, administrative law, conflict resolution, cybersecurity, and more. Accredited by the International Institute of Municipal Clerks (IIMC), the program includes online pre-course modules, over 120 hours of in-person training, and a capstone project for graduation—equipping participants with the knowledge and skills to better serve their communities and advance their professional credentials.

Parsons was one of 22 graduates for the Class of 2025 honored during the October 28, 2025 graduation ceremony dinner. Pictured alongside Tiffany from graduation are City Manager Randy Frazer, her Husband Max Parsons and the Class of 2025.

Approved for Agenda by:

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

Randy Frazer, City Manager









City Commission Agenda Item

Meeting Date: November 18, 2025

From: Tiffany Parsons, City Clerk

Item: Approve November 4, 2025, Regular Meeting Minutes

Motion: Approve November 4, 2025, 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", written over a horizontal line.

Randy Frazer, City Manager



CITY COMMISSION MEETING MINUTES

Tuesday, November 4, 2025 at 5:30 PM — Commission Room, City Hall — 118 W. Central Ave

Routine Business

1. Roll Call

PRESENT:

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

ABSENT:

City staff present: City Attorney Larry Schwartz, City Clerk Tiffany Parsons, Communication Director Shana Adkisson, Environmental Services Superintendent Kyle Blubaugh, EMS Director Jeri Wheatley, Part-time Firefighter-Paramedic Arron Nathan, and Police Chief Jim Halloway.

2. Opening Prayer led by City Attorney Larry Schwartz and Pledge of Allegiance led by Mayor Beeson.

3. Addition or Deletions to the agenda.

City Manager Frazer stated that there were no additions or deletions to the agenda.

4. Approval of the Agenda.

Motion made by Commissioner Spielman, seconded by Vice-Mayor Stover, to approve the agenda as written.

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

City Clerk Parsons offered the following items for consideration.

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 October 7, 2025, amended meeting minutes, and October 21, 2025 regular meeting minutes as written.

Motion made by Commissioner Warren, seconded Vice-Mayor Stover, to approve the Consent Agenda as read.

Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, Commissioner Tweedy III, Commissioner Warren. Mayor Beeson declared the motion approved.

New Business

City Manager Department

1. A Resolution authorizing the City of Arkansas City to approve the Real Estate Sales Contract and Statutory Quit Claim Deed, transferring approximately 0.67 acres of City-owned property to Kenneth W. and Dolores A. Beougher, by way of gift for the purpose of combining with their adjoining property at 725 E Jackson Avenue.

Mr. Beougher approached the city about the possibility of obtaining the vacant property as explained by City Manager Frazer with plans to build a single-family home on the lots once combined.

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

Section III, Item 1.

*Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, Commissioner Tweedy III, and Commissioner Warren. Mayor Beeson declared the motion approved; given **Resolution No. 2025-11-3770.***

2. A Resolution to authorize the City of Arkansas City to execute a Professional Services Agreement with Tisaleen Uremoch to provide Chuukese language interpretation services for the Arkansas City Municipal Court, at a rate of \$50.00 per hour plus mileage reimbursement at the current IRS rate.

Resident Ken Harrider of 1313 N First Street questioned the need for translation of this language. City Manager Frazer explained that there is a need in Municipal Court as the judges have also asked for this. City Attorney Schwartz noted that this is essential and is used interpretation for District Court as well, further noting that under Due Process, if we have one individual in need of interpretation, they have that constitutional right.

Irma Mesa of 211 E Spruce, who interprets in the school district spoke of the need for this type of language interpretation in the community as the population continues to grow. The Police Department and other city departments are also be able to utilize interpreter services.

Motion made by Commissioner Tweedy III, seconded by Commissioner Spielman to approve the item as written

*Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, Commissioner Tweedy III and Commissioner Warren. Mayor Beeson declared the motion approved; given **Resolution No. 2025-11-3771.***

Environmental Services Department

1. A Resolution Authorizing the City of Arkansas City to enter into an agreement with Cogent Companies, through its Fluid Equipment and Lee Mathews divisions, to provide materials and services to rebuild pumps at the Water Treatment Facility, for an amount not to exceed \$62,966.81.

Environmental Services Superintendent Blubaugh explained that The Water Treatment Facility's High Service Pump #4 failed due to a radial bearing malfunction and excessive wear on the bronze impeller caused by chlorine corrosion in the treated water. To prevent future failures, it is recommended to replace it with a 316 stainless-steel impeller is recommended for its superior chlorine resistance. Staff recommend selecting Lee Mathews Equipment Inc., a branch of Cogent Companies, who specialize in providing fluid pumping and treatment equipment is the company we brought in to diagnose the issue, can complete the rebuild of Pump #4 and supply the additional three impellers for the remaining pumps. Remaining pumps will be rebuilt as needed or on a six-month preventive maintenance schedule.

Motion made by Commissioner Warren, seconded by Vice-Mayor Stover, to approve the item as written.

*Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, Commissioner Tweedy III and Commissioner Warren. Mayor Beeson declared the motion approved; given **Resolution No. 2025-11-3772.***

Fire/EMS Department

1. A Resolution authorizing the City of Arkansas City to purchase an AutoPulse NXT Resuscitation System from ZOLL Medical Corporation in the amount of \$23,508.70, excluding shipping. **(Voice Vote)**

EMS Director Wheatley spoke of the need for this resuscitation system which will enhance the quality, consistency, and safety of cardiopulmonary resuscitation (CPR) provided by our EMS personnel. Implementing this AutoPulse system will help improve patient outcomes, operational efficiency, and provider safety as manual chest compressions are physically demanding and can vary in depth and rate. The AutoPulse delivers automated, consistent chest compressions that meet current American Heart Association (AHA) guidelines, ensuring optimal circulation during cardiac arrest events.

Motion made by Vice-Mayor Stover, seconded by Commissioner Warren, to approve the item as written.

*Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, Commissioner Tweedy III and Commissioner Warren. Mayor Beeson declared the motion approved; given **Resolution No. 2025-11-3773.***

1. **Fire Station Project:** Staff met with Hutton to review preliminary fire station plans. Three construction firms will submit proposals. All firms understand the City's needs for the station. Request for Proposals due November 10th at 2:00 PM for bid opening, which will provide clearer cost information.
2. **Veterans Day Events & Purple Heart Ceremony:** The Veteran Day Parade will kick off Saturday, November 8th at 11am followed by a special purple heart ceremony at the American Legion, scheduled in honor of a local war hero and veteran Cliff Gottlob who will receive a long-overdue Purple Heart Award.
3. **Pickleball Courts:** Request for Proposals are due November 12th by 2:00 PM for bid opening. Three companies are expected to submit. Local pickleball group has secured or is close to securing matching funds. Project completion timeline depends on contractor scheduling as popular builders are often booked out.
4. **Local Elected Officials Gathering:** November 12th marks the South Central Kansas elected officials meeting at the Wichita Art Museum. Good networking opportunity for city officials, state and federal elected officials may attend as well. Information will be shared with newly elected officials after election results so they may attend.
5. **League of Kansas Municipalities Leaders Academy:** This training event for new and current elected officials is Scheduled for April 17, 2026, in Salina (one-day session this year). More details will be provided closer to the event.
6. **Economic Development Retreat:** Scheduled for November 13th at 9:00 AM in the Cowley County Brown Center. The day-long strategic planning retreat for cities, businesses, and partners to discuss future direction, hosted by the Cowley County Economic Development Group. Input will help determine future direction for economic development.
7. **Soup Bowls & Cinnamon Roll City Lunch:** November 19th is the Annual City Employee Soup Bowls and Cinnamon Rolls lunch. It was noted that the Commission may be entering the soup competition. Commissioners are invited to attend and encouraged judge.
8. **East Pressure Zone Project:** Plan review recently completed, overall, they look good. Still working through Easement issues along Highway 77 with KDOT that need to be resolved; location concerns may require redesign.
9. **Water Tower Zoning:** Current lot is zoned R-1, which doesn't allow the required height. This will need rezoned, staff is thinking possibly directly at the commission level. Full project timeline likely extends into late 2026, due to: easement negotiations with KDOT, KDHE approval process, complexity of storage, pumps, and distribution improvements, then bidding, financing, and other internal steps.

Items for Discussion by City Commissioners

Commissioner Warren expressed strong appreciation for city workers for their hard work during the Arkalalah Festival, especially given the 4.5 inches of rain, further noting that crews were out early each morning picking up trash and managing site conditions.

Mayor Beeson mentioned that the parks department was at Kansas and Summit today working to change out the radar light system. He also noted that the portions of the W Birch Street, between Braums and Wilson Park, is now gone in preparation for the future Splash Pad addition, thanking Curtis and staff for getting that done so quickly.

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.

Lloyd Colston, 1825 N 8th St., thanked the commission, city staff, and the South Central Kansas Agency-Aging Office for their service, sharing that the office helped him save hundreds of dollars by reviewing his medical insurance options. He encouraged the City to promote this State resource to residents and reminded everyone that April 1st marks the start of Volunteer Appreciation Month.

Adjournment

Section III, Item 1.

Motion made by Mayor Beeson, seconded by Vice-Mayor Stover 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)

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

Prepared by: Tiffany Parsons, City Clerk

DRAFT



City Commission Agenda Item

Meeting Date: November 18, 2025
 From: Randy Frazer, City Manager & Jennifer Waggoner, Finance Director/Treasurer
 Item: Request from SCK Health for Distribution of Tax Funds for Uncompensated Care

Motion: A Resolution authorizing the City of Arkansas City to allocate Unpledged Healthcare Sales Tax Funds in the amount of \$4,463.00 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 November 12, 2025, was submitted by SCK Health to the City of Arkansas City for funds in the amount of \$4,463.00. 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: **\$4,463.00**

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 November 18, 2025
- Charity Care Summary Documentation

Approved for Agenda by:

Randy Frazer, City Manager

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ALLOCATE UNPLEDGED HEALTHCARE SALES TAX REVENUE IN THE AMOUNT OF \$4,463.00 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.

WHEREAS, SCK Health submitted a request dated November 12, 2025, for reimbursement in the amount of \$4,463.00 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 \$4,463.00 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 18th day of November 2025.

(Seal)

ATTEST:

Chad D. Beeson, 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. 2025-11-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on November 18, 2025, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



Margaret Grismer
Chief Executive Officer

November 12th, 2025

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 \$4463.00. 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
50715000	99031	CHARITY CARE WRITE-OFF	-1	-19.00	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-6903.10	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-185.48	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-503.06	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-599.51	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-15.00	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-15.00	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-2257.00	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-60.00	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-130.06	7/31/2022

\$18,496.00 on 9/10/25
 Remaining \$25,528.26
 on 11/12/25 <4463.00>
 Remaining \$21,065.26

TOTAL	CHARITY CARE W/OFF	-21	-53540.94	-53540.94
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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: November 18, 2025

From: Tiffany Parsons, City Clerk

Item: City Board Appointment – Eric Burr to Northwest
Community Center Advisory Board

Motion: *Consent Agenda Item:* Ratify Mayor Chad Beeson’s appointment of Eric Burr to the Northwest Community Center Advisory Board.

Background: Eric Burr has expressed an interest and has great ideas in serving on this board. Residing in Arkansas City for over 50 years, Burr currently serves our community as USD 470 Safety and Security Coordinator.

Spanning 29 years in the law enforcement career, previously serving as Police Chief for Arkansas City, Burr has a passion for safety and helping others succeed, especially when it comes to our youth. He has superheated several organizations and invested much of his time into improving several community programs.

Currently serving as Hope Squad advisor at Arkansas City Middle School and Arkansas City High School, he is also a facilitator of the YELL program and IXL elementary (Youth Empowered by Life Lessons). He recently planned coordinator for the Hope Squad Mental Health Fair & facilitated distribution of Naloxone in the Arkansas City community.

Other Civic contributions include, currently maintaining two match through Big Brothers Big Sisters serving Cowley County, Cowley County Crime Stoppers board member since January 2024, engaging in USD 470 youth Hope Squad and SADD programs, and also serves as Joe B. Avery Community Spirit Award Committee member since 2024.

The board and Mayor Beeson’s recommend the appointment of Eric Burr to the Northwest Community Center Advisory Board.

Commission Options:

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

Approved for Agenda by:

Randy Frazer, City Manager



City Commission Agenda Item

Meeting Date: November 18, 2025
From: Tiffany Parsons, City Clerk
Item: **Consent Agenda Item:** Schedule a Special Land Bank Board of Trustees Meeting

Purpose: A Resolution authorizing a public meeting of the Governing Body to attend a Land Bank Board of Trustees meeting at 5:00 p.m. Tuesday, December 2, 2025, in the Commission Room at City Hall, located at 118 W. Central Avenue in Arkansas City. **(Voice Vote)**

Background: All five (5) members of the Governing Body of the City of Arkansas City, Kansas, also serve as members of the City's Land Bank Board of Trustees. In order to comply with the Kansas Open Meetings Act, the Governing Body of the City of Arkansas City, Kansas, must designate this upcoming Land Bank Board of Trustees meeting as a public meeting of the Governing Body.

At this meeting the board will consider a transfer of property out of the City's Land Bank.

Commission Options:

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

Fiscal Impact: Amount:

Fund: Department: Expense Code:
☐ Included in budget ☐ Grant ☐ Bonds ☐ Other Not Budgeted

Attachments: Resolution

Approved for Agenda by:



Randy Frazer, City Manager

RESOLUTION NO. 2025-11-_____

A RESOLUTION AUTHORIZING A PUBLIC MEETING OF THE GOVERNING BODY TO ATTEND A LAND BANK BOARD OF TRUSTEES MEETING AT 5:00 P.M. TUESDAY, DECEMBER 2, 2025, IN THE COMMISSION ROOM AT CITY HALL, 118 W. CENTRAL AVE.

WHEREAS, all five (5) members of the Governing Body of the City of Arkansas City, Kansas, also serve as members of the City’s Land Bank Board of Trustees; and

WHEREAS, in order to comply with the Kansas Open Meetings Act, the Governing Body of the City of Arkansas City, Kansas, must designate this upcoming Land Bank Board of Trustees meeting as a public meeting of the Governing Body.

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

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby establishes that it shall hold a public meeting at 5:00 p.m. on December 2, 2025, in the Commission Room at City Hall, 118 W. Central Ave., Arkansas City, Kansas, to attend a Land Bank Board of Trustees meeting.

SECTION TWO: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes 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, and also to notify all persons requesting notice of such public meetings under the Kansas Open Meetings Act and K.A.R. 16-20-1.

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 18th day of November 2025.

(Seal) _____
Chad D. Beeson, 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. 2025-11-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on November 18, 2025, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



City Commission Agenda Item

Meeting Date: November 18, 2025

From: Larry Schwatz, City Attorney

Item: Standard Traffic Ordinance for Kansas Cities, 52nd Edition

Motion: An Ordinance adopting by reference the Standard Traffic Ordinance for Kansas Cities, 52nd Edition, prepared and published in book form in 2025, by the League of Kansas Municipalities. **(Roll Call Vote)**

Background: Each year, the City of Arkansas City adopts the most recent version of the Standard Traffic Ordinance (STO) prepared by the League of Kansas Municipalities (LKM). The STO is a model traffic code based upon Kansas state law, and its adoption allows for the prosecution of most traffic violations in Arkansas City Municipal Court. New editions are prepared annually in order to respond to the changes made to the traffic laws each legislative session.

The following sections were modified by LKM in the 52nd edition of the STO published in 2025. Details provided by LKM as listed in the Kansas Government Journal July-August 2025 Edition, article enclosed.

Changes:

Section 6.7.2 Trespassing on Critical Infrastructure Facility

Commission Options:

1. Approve the Ordinance on first reading so City Law mirrors State Law.

Fiscal Impact: Amount: **Publication & Book Order Costs**

Fund: Department: Expense Code:

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

Attachments: Ordinance, Kansas Government Journal July-August 2025 Edition

Approved for Agenda by:

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

Randy Frazer, City Manager

Updates to the 2025 *Standard Traffic Ordinance* and the *Uniform Public Offense Code*

By: Sage Pourmirza, Staff Attorney, League of Kansas Municipalities

It is that time of year again when the League updates the *Standard Traffic Ordinance* (STO) and the *Uniform Public Offense Code* (UPOC) in accordance with changes made by the Kansas Legislature. With the quickened legislative session, there weren't many bills that necessitated changes to the STO and UPOC. This article describes those changes.

Changes to the STO

Sec. 40.3 Passing a Stationary Vehicle Displaying Hazard or Caution Signals

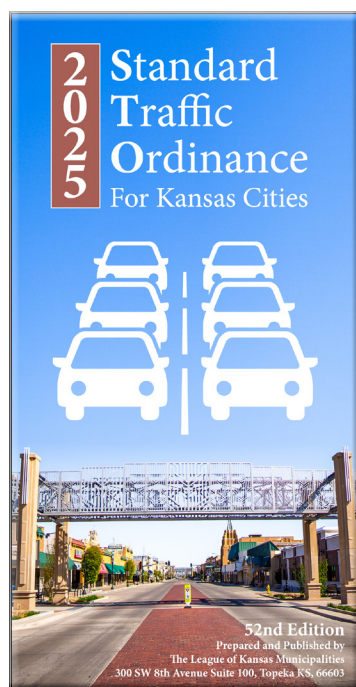
This section is newly added in accordance with SB 8, which requires drivers that are approaching vehicles that are stopped and displaying hazards or caution signals to move over into the other lane if possible, or to slow down to a safe speed to pass the vehicle.

Sec. 114.5 Unlawful Operation of a Work-Site Utility Vehicle.

The League discovered the references to all-terrain vehicles in subsection (c)(3) were incorrect and updated the section with the correct references to work-site utility vehicles.

Sec 201.1 Failure to Comply with a Traffic Citation.

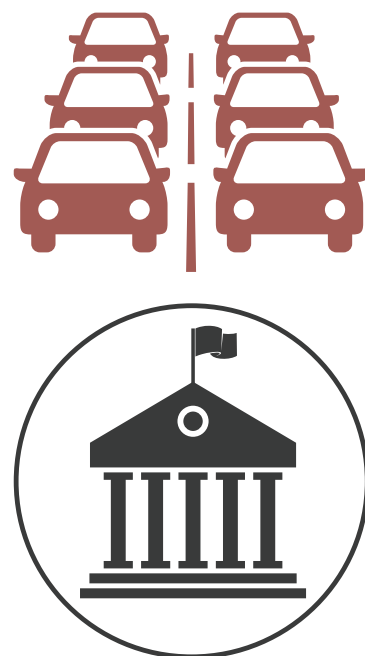
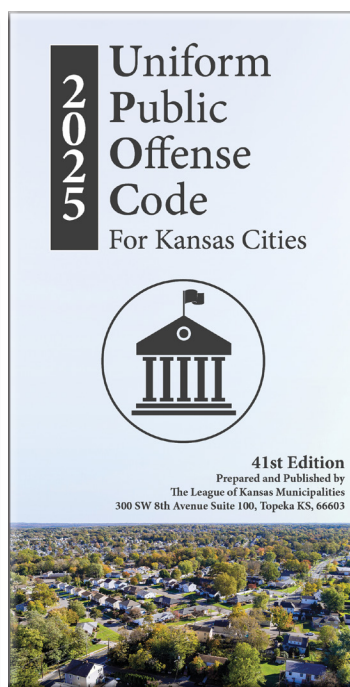
This section as it was previously written has been removed, as the law expired on December 31, 2024. This section has now been replaced with the previous contents of Sec 201.2 *Failure to Comply with a Traffic Citation.*



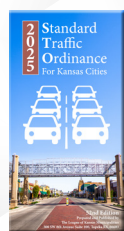
Changes to the UPOC

Sec 6.7.2. Trespassing on a Critical Infrastructure Facility.

The definition of a Critical Infrastructure Facility was amended by HB 2061, with subsection (d)(7) being expanded to include more types of facilities, support structures, and related equipment buildings.

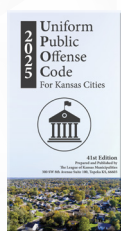


 Sage Pourmirza is a Staff Attorney for the League of Kansas Municipalities. He can be reached at spourmirza@lkm.org.



STO

Standard Traffic Ordinance



UPOC

UNIFORM PUBLIC OFFENSE CODE

ORDER TODAY AT WWW.LKM.ORG/PUBLICATIONS

(First Published in the *Cowley CourierTraveler*, November _____, 2025)**ORDINANCE NO. 2025-11-_____**

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF ARKANSAS CITY, KANSAS; INCORPORATING BY REFERENCE THE “STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES”, 51ST 52ND EDITION, WITH CERTAIN CHANGES AND ADDITIONS; AMENDING THE CITY OF ARKANSAS CITY MUNICIPAL CODE TO SO REFLECT; AND REPEALING ORDINANCE NUMBER ~~2023-09-4585~~ 2024-11-4625.

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

Section 1. INCORPORATING STANDARD TRAFFIC ORDINANCE.

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Arkansas City Kansas, that certain standard traffic ordinances known as the “Standard Traffic Ordinance for Kansas Cities,” 51st 52nd Edition, prepared and published in book form in 2024 2025 by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. The police department, municipal judge and all administrative departments of the city charged with enforcements of the ordinance shall be supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

Section 2. TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.

(a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. § 8-2118.

(b) All traffic violations which are included within this ordinance, and which are not ordinance traffic infractions, as defined in subsection (a) of this section, shall be considered traffic offenses.

Section 3. AMENDMENTS TO MUNICIPAL CODE

(a) Section 58-18 of the Arkansas City Municipal Code is hereby amended to read as follows (new provisions in italics, deleted provisions struck through):

58-18 ADOPTED BY REFERENCE.

(a) The Standard Traffic Ordinance for Kansas Cities, 51st 52nd Edition (hereafter “Standard Traffic Ordinance”), is incorporated by reference under provisions of K.S.A. 12-3009 through 12-3012, and 12-3301 and 12-3302, and all acts amendatory thereof or supplemental thereto, which Standard Traffic Ordinance is so incorporated in its entirety in this Chapter by reference and made a part hereof as if fully set forth herein, provided and specifically deleting therefrom sections of the Standard Traffic Ordinance which have been replaced by local City provisions as hereinafter recited or provided for.

(b) No fewer than one copy of said Standard Traffic Ordinance shall be marked or stamped “Official Copy as Adopted by Ordinance No. _____” with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours.

Section 4. DEVIATIONS FROM STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, ~~51st~~ 52nd EDITION

The City of Arkansas City Municipal Code provides additions, exceptions and modifications to certain sections of the Standard Traffic Ordinance for Kansas Cities, ~~51st~~ 52nd Edition, which are hereby ratified and confirmed. As described in City of Arkansas City Municipal Code: the Standard Traffic Ordinance is supplemented and amended by Municipal Code Sections 58-20, 58-21, 58-22, 58-24, 58-27, 58-58, 58-59, 58-77, 58-78, 58-79, 58-102, 58-103, 58-104; Standard Traffic Ordinance Section 33 is supplanted by Municipal Code Section 58-19; Standard Traffic Ordinance Section 116 is supplanted by Municipal Code Section 58-23; and Standard Traffic Ordinance Section 114.2 is supplanted by Municipal Code Section 58-26.

Section 5. REPEAL.

To the extent any provision(s) of Ordinance number ~~2024-11-4525~~ 2025-11-_____ conflicts with or is otherwise specifically supplanted by this Ordinance, those provisions of Ordinance number ~~2024-11-4525~~ 2025-11-_____ are hereby repealed.

Section 6. EFFECTIVE DATE

The City Clerk shall make proper publication of this Ordinance, or a summary thereof, in the official City newspaper, and shall take effect and be in force from and after said publication. The Mayor, City Clerk, and/or City Administration of the City of Arkansas City, Cowley County, Kansas, are authorized and directed to execute any and all documents necessary to consummate the Legislative purposes and intents as expressed herein 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), the City Clerk is directed to attest to and affix the Official Seal of the City thereon.

PASSED AND ORDAINED by the Governing Body of the City of Arkansas City, Kansas, on this 18th day of November 2025.

(Seal)

Chad D. Beeson, 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 Ordinance No. 2025-11-_____ of the City of Arkansas City, Kansas adopted by the governing body on November 18, 2025 as the same appears of record in my office.

DATED: _____

Tiffany Parsons, City Clerk



City Commission Agenda Item

Meeting Date: November 18, 2025
 From: Larry Schwartz, City Attorney
 Item: Uniform Public Offense Code for Kansas Cities,
 41st Edition

Motion: An Ordinance adopting by reference the Uniform Public Offense Code for Kansas Cities, 41st Edition, prepared and published in book form in 2025, by the League of Kansas Municipalities. **(Roll Call Vote)**

Background: The League of Kansas Municipalities has published the Uniform Public Offense Code (UPOC) since 1980. The UPOC is designed to provide a comprehensive public offense ordinance for Kansas cities and does not take effect in a city until the governing body has passed and published an ordinance incorporating it by reference. LKM updates include changes made by the Kansas Legislature and generally mirrors Kansas statute and case law, allowing violations of those laws to be prosecuted in Arkansas City Municipal Court.

The following sections were modified in the 41st edition of the UPOC published in 2025. Details provided by LKM as listed in the Kansas Government Journal July-August 2025 Edition, article enclosed.

Changes:

Section 40.3 Passing a Stationary Vehicle Displaying Hazard or Caution Signals

Section 114.5 Unlawful Operation of a Work-Site Utility Vehicle

Section 201.1 Failure to Comply with a Traffic Citation

Commission Options:

1. Approve the Ordinance on first reading so City Law mirrors State Law.

Fiscal Impact: Amount: **Publication & Book Order Costs**

Fund: Department: Expense Code:

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

Attachments: Ordinance & Kansas Government Journal July-August 2025 Edition

Approved for Agenda by:

Randy Frazer, City Manager

Updates to the 2025 *Standard Traffic Ordinance* and the *Uniform Public Offense Code*

By: Sage Pourmirza, Staff Attorney, League of Kansas Municipalities

It is that time of year again when the League updates the *Standard Traffic Ordinance* (STO) and the *Uniform Public Offense Code* (UPOC) in accordance with changes made by the Kansas Legislature. With the quickened legislative session, there weren't many bills that necessitated changes to the STO and UPOC. This article describes those changes.

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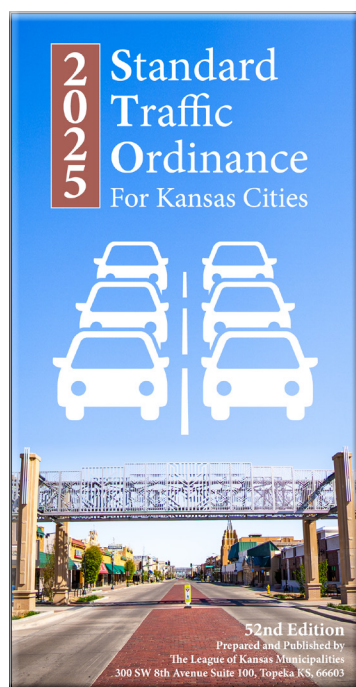
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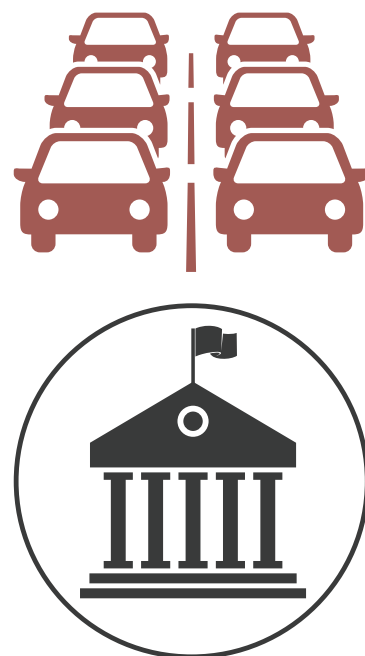
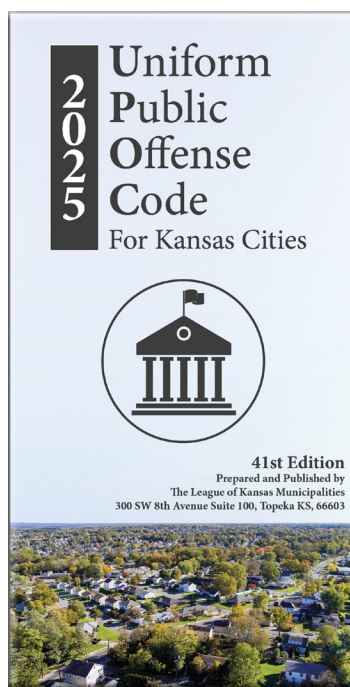
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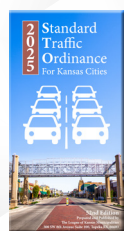
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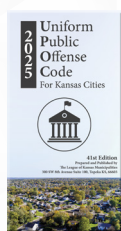


 Sage Pourmirza is a Staff Attorney for the League of Kansas Municipalities. He can be reached at spourmirza@lkm.org.



STO

Standard Traffic Ordinance



UPOC

UNIFORM PUBLIC OFFENSE CODE

ORDER TODAY AT WWW.LKM.ORG/PUBLICATIONS

(First Published in the *Cowley CourierTraveler*, November _____, 2025)**ORDINANCE NO. 2025-11-_____**

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF ARKANSAS CITY, KANSAS; INCORPORATING BY REFERENCE THE “UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES”, 40TH 41ST EDITION, WITH CERTAIN CHANGES AND ADDITIONS; AMENDING THE CITY OF ARKANSAS CITY MUNICIPAL CODE TO SO REFLECT; AND REPEALING ORDINANCE NUMBER ~~2023-09-4586~~ 2024-11-4626.

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

Section 1. INCORPORATING UNIFORM PUBLIC OFFENSE CODE.

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Arkansas City Kansas, that certain standard public offense code known as the “Uniform Public Offense Code for Kansas Cities,” 40TH 41ST Edition, prepared and published in book form in 2024 2025 by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed herein. The police department, municipal judge and all administrative departments of the city charged with enforcement of the public offense code shall be supplied, at the cost of the city, such number of official copies of such Uniform Public Offense Code similarly marked, as may be deemed expedient.

Section 2. AMENDMENTS TO MUNICIPAL CODE.

The Governing Body hereby modifies and amends the Arkansas City Municipal Code Chapter 42, Article II to provide additions and modifications to the Standard Uniform Public Offense Code for Kansas Cities as follows (new provisions in italics; deleted provisions struck through):

42-19 ADOPTED BY REFERENCE.

- a. The Uniform Public Offense Code for Kansas Cities, 40TH 41ST Edition (hereafter “Uniform Public Offense Code”), is incorporated by reference in its entirety and made a part of the Public Offense Code of the City of Arkansas City as if fully set forth herein, except as modified or supplemented in this Chapter.
- b. No fewer than one copy of said Standard Uniform Public Offense Code for Kansas Cities shall be marked or stamped “Official Copy as Adopted by Ordinance No. _____,” with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance and filed with the city clerk to be open to inspection and available to the public at all reasonable hours.

Section 3. DEVIATIONS FROM UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES, 40TH 41ST EDITION.

The City of Arkansas City Municipal Code provides additions, exceptions, and modifications to certain sections of the Uniform Public Offense Code for Kansas Cities, 40TH 41ST Edition, which are hereby ratified and confirmed. As described in City of Arkansas City Municipal Code: Uniform Public Offense Code Section 5.8 is amended by Municipal Code Section 42-20; Uniform Public Offense Code Section 6.8 is supplanted by Municipal Code Section 42-26; Uniform Public Offense Code Section 9.5 is supplanted by Municipal Code Section 42-27; and Uniform Public Offense Code Section 10.6 is amended by Municipal Code 42-28. Further, the Uniform Public Offense Code is supplemented with the following Municipal Code Sections: 42-21; 42-22; 42-23; and 42-24.

Section 4. REPEAL.

To the extent any provision(s) of Ordinance number ~~2024-11-4626~~ **2025-11-**_____ conflicts with or is otherwise specifically supplanted by this Ordinance, those provisions of Ordinance number ~~2024-11-4626~~ **2025-11-**_____ are hereby repealed.

Section 5. EFFECTIVE DATE.

The City Clerk shall make proper publication of this Ordinance, or a summary thereof, in the official city newspaper, and shall take effect and be in force from and after said publication. The Mayor, City Clerk, and/or City Administration of the City of Arkansas City, Cowley County, Kansas, are authorized and directed to execute any and all documents necessary to consummate the Legislative purposes and intents as expressed herein 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), the City Clerk is directed to attest to and affix the Official Seal of the City thereon.

PASSED AND ORDAINED by the Governing Body of the City of Arkansas City, Kansas, on this 18th day of November 2025.

(Seal)

Chad D. Beeson, 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 Ordinance No. 2025-11-_____ of the City of Arkansas City, Kansas adopted by the governing body on November 18, 2025 as the same appears of record in my office.

DATED: _____

Tiffany Parsons, City Clerk



City Commission Agenda Item

Meeting Date: November 18, 2025

From: Randy Frazer, City Manager

Item: Adoption of the 2025 Community Development Block Grant (CDBG) Housing Rehabilitation Plan 25-HR-001

Motion: A Resolution authorizing the City of Arkansas City to approve the 2025 Community Development Block Grant (CDBG) Housing Rehabilitation Plan and authorize the Mayor and City Clerk to execute all necessary documents for program administration in compliance with Kansas Department of Commerce and HUD regulations. **(Voice Vote)**

Background: The United States Department of Housing and Urban Development (HUD) allocates funds to the Kansas Department of Commerce for the Community Development Block Grant (CDBG) Housing Rehabilitation Program. The City of Arkansas City has been awarded a CDBG grant to assist with the rehabilitation of substandard housing units within the City's limits, prioritizing low- to moderate-income (LMI) households.

The *Housing Rehabilitation Plan* establishes the eligibility requirements, funding structure, selection process, and administrative procedures necessary to implement the program in compliance with federal and state regulations. It outlines the income thresholds for LMI qualifications, homeowner and tenant participation rules, property eligibility standards, lead-based paint compliance measures, and the grievance and conflict-of-interest procedures required under 24 CFR 570.611.

Under this program, qualifying homeowners or landlords may receive up to \$25,000 per unit in rehabilitation assistance through a soft or deferred loan, forgivable after a three-year compliance period if all contractual terms are met. The plan also defines a structured ranking and first-come/first-served application process administered jointly by the city and the South-Central Kansas Economic Development District (SCKEDD). Adoption of the plan by the City Commission is required by the Kansas Department of Commerce prior to commencement of program activities and public advertisement for applications.

Commission Options:

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

Fiscal Impact: The City has been awarded CDBG grant funds to support this program, with no direct general fund expenditure required beyond administrative oversight. Private matches from homeowners or landlords may supplement rehabilitation costs exceeding the \$25,000 per-unit limit.

Fund: Department: Expense Code:

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

Attachments: Resolution & 2025 Community Development Block Grant (CDBG) Housing Rehabilitation Plan

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2025-11-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO APPROVE THE 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING REHABILITATION PLAN AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE ALL NECESSARY DOCUMENTS FOR PROGRAM ADMINISTRATION IN COMPLIANCE WITH KANSAS DEPARTMENT OF COMMERCE AND HUD REGULATIONS.

WHEREAS, The City of Arkansas City has been awarded a \$300,000 Community Development Block Grant (CDBG) from the Kansas Department of Commerce for housing rehabilitation, lead-based paint remediation, demolition, relocation, and housing inspection activities, as approved by the governing body on September 2, 2025; and

WHEREAS, the *Housing Rehabilitation Plan* establishes the eligibility requirements, funding structure, selection process, and administrative procedures necessary to implement the program in compliance with federal and state regulations; and

WHEREAS, this is housing plan is another step of the process under the terms of Grant Agreement Project No. 25-HR-001, the project will commence on September 1, 2025, and be completed by August 31, 2027.

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 approves a Resolution authorizing the adoption of the 2025 Community Development Block Grant (CDBG) Housing Rehabilitation Plan and authorizes the Mayor and City Clerk to execute all necessary documents for program administration in compliance with Kansas Department of Commerce and HUD regulations.

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 18th day of November 2025.

(Seal)

Chad D. Beeson, 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. 2025-11-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on November 18, 2025, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk

DRAFT

**City of Arkansas City
2025 Community Development Block Grant
Housing Rehabilitation Plan**

The United States Department of Housing & Urban Development (HUD) allocates funds used by the Kansas Department of Commerce for the Community Development Block Grant (CDBG) Housing Rehabilitation program. The City of Arkansas City has been awarded a CDBG grant from Commerce for the purpose of housing rehabilitation within the city. The maximum amount of CDBG federal grant funds to be spent on rehabilitation is \$25,000 per unit. Private matches are encouraged to fill the gap in financing if a rehabilitation will exceed this threshold. This program is designed to provide housing rehabilitation for low-to-moderate income individuals who own (or rent) a housing unit within the target area.

Applicants will be screened and rated in accordance with eligibility criteria as set out in this Housing Rehabilitation Plan.

The target area is defined as:

An area bounded by the City limits of Arkansas City, Kansas.

ELIGIBILITY REQUIREMENTS

Only property located within the target area is eligible for rehabilitation. To qualify, total household income for all individuals 18 years or older living in the home must be less than the low-to-moderate income guidelines set by HUD for Cowley County, Kansas. The eligible home must be the primary residence of the applicant for owner-occupied units. *For rental units, the renter must be income qualified. If the owner of the rental unit is income-qualified, the city will pay 85 percent of the rehabilitation and the Owner will be responsible for 15 percent. If the owner is above income guidelines, he/she must contribute 25 percent of the rehabilitation cost. The owner of the unit must also sign a rental rate agreement for a three-year period.*

The total household income (income from all sources of family members over 18 years of age) must be less than the following income limitations:

No. In Household	LMI Income
1	\$47,150
2	\$53,850
3	\$60,600
4	\$67,300
5	\$72,700
6	\$78,100
7	\$83,500
8	\$88,850

Note: The LMI income limits will always use the most current income requirements as established by HUD.

1. The real property taxes and utilities must be current for all properties.
2. Hazard insurance naming the City as an additional insured in at least the amount of the rehabilitation contract will be required. If repairs are necessary to obtain the hazard insurance, then evidence is required showing that coverage will be provided upon completion of the rehabilitation.
3. The applicant must have owned the unit for at least six (6) months prior to the application date.

VERIFICATION OF ELIGIBILITY

All income information will be kept confidential. Applicants must qualify as low-to-moderate income (LMI) prior to the time the inspection for rehabilitation is conducted. Re-verification will be required if a new income tax return has been filed prior to inspection. Also, re-verification will be required if 6 months have lapsed, and rehabilitation has not yet begun.

Adjusted Gross Income from the latest years IRS 1040 will be used for income verification. All income tax returns will need to be included for anyone in the household over 18 that are not attending school. The most recent tax return must be used – NO EXCEPTIONS.

If the applicant is not required to file taxes, they must provide a written attestation, under penalty of law, confirming that they are not required to file. Additionally, they must submit sufficient documentation to verify their income, such as a Social Security benefits letter or equivalent proof of income.

TYPES OF FINANCIAL ASSISTANCE

1. Households who income-qualify will be awarded CDBG Housing Rehabilitation funds in the form of a soft or deferred loan for the full amount of the rehabilitation costs or the maximum allowed under CDBG guidelines, whichever is less, for a three-year period.
2. A soft loan may be forgiven and considered a grant if all contractual agreements are followed.
3. The homeowners are required under CDBG guidelines to enter into a contractual agreement with the City, which will place a lien against the rehabilitated property for a three-year period to meet the guidelines as set out by the Housing Rehabilitation Plan.
4. The agreement will also stipulate that the unit must be the homeowners' primary residence (unless a rental agreement has been signed), kept and maintained in a standard condition.
5. If within the three-year lien period the homeowner should move from the housing unit, it's allowable to sell to a low-to-moderate income person, who will occupy the unit as the

primary residence and will assume the balance of the prorated lien. The city must verify the income of the person intending to purchase the home.

6. If the home is sold to someone other than a low- to-moderate income individual, the cost of the rehabilitation will be prorated and must be paid back into the City's Housing program by the homeowner. Proration example is shown below. If a homeowner passes away within the three-year lien period and has no spouse, the home may be sold or rented to a low- to-moderate income household.
7. If sold or rented to a non-LMI family, the homeowner's estate must pay back the prorated amount on the lien. For example, if the home is sold in the 13th month following completion of the rehabilitation, then 12/36 or 1/3 of the loan would be forgiven and the homeowner's estate would repay 2/3 of the original amount.

APPLICATION SELECTION CRITERIA

First-Come/First-Served

A public meeting will be held to review and explain the application process and grant program, administered by the City of Arkansas City in partnership with the Grant Administrator, SCKEDD.

Completed applications must be submitted to the City of Arkansas City during business hours or by mail at:

118 W. Central Ave, Arkansas City, KS 67005

Office hours: Monday through Friday, 8:00 a.m. to 5:00 p.m.

Completed applications will be accepted on a first-come, first-served basis, with priority given to those received on or before **11/21/2025** and to applicants who submitted pre-applications. Applications received after this date will be processed only if grant funds remain available, and selections will follow the ranking system outlined below.

Applicants located within designated areas of need, as identified in the City's windshield assessment, may be given preference if their home is within those target areas. If more applications are received than the program can serve, awards will be determined by the ranking system.

Please note: Individuals who have previously received a CDBG Housing Rehabilitation grant are not eligible.

Ranking System –

In the case of limited funding, the following ranking system will be utilized to allocate funding. Applicants receiving the highest number of points receive first consideration and then in descending order. In the case of equal points, the earliest application filing date will serve as the tiebreaker. Points will be awarded as follows:

	Household Characteristics	Points
1	Household income at or below 70% of Area Median Income	5
2	Submitted a pre-application	5
3	Presence of handicapped/disabled household member	5
4	Head of household age 62 or older	5
5	Single Head of Household with dependent children	5
6	Each dependent under age 18	2 each
7	Structure located within the windshield identified area of need	5
8	Owner occupied home	5

STANDARDS FOR IMPROVEMENTS

This program does not consist of remodeling or cosmetic repairs. The goal of the Housing Rehabilitation program is to add twenty years to the useful life of the housing unit. Housing rehabilitation activities will include only the repairs necessary to meet the Health and Safety Standards defined by the Housing Rehabilitation program as determined by the Housing Inspector. Housing units considered for rehabilitation must meet the definitions of a substandard unit and must be suitable for rehabilitation.

“Substandard” is defined as a housing unit that does not adequately meet health & safety criteria set for the following: Building Exterior (foundation, roof, gutters, doors, windows, and insulation), Heating System, Plumbing System, Electrical Systems/Appliances or Building Interior (ceilings, walls, floors, doors, ventilation, smoke detectors)

“Suitable for Rehabilitation” is defined as a substandard house for which it is technically and financially feasible to restore it to a standard condition, given the funding limits of the program.

Emergency repairs and handicapped accessibility items may be addressed on a case-by-case basis at the discretion of the Housing Board and City Commission following the CDBG guidelines. Emergency repairs must be verified by the City’s Housing Inspector and must cause an immediate and overwhelming threat to the home’s occupant. The emergency repair must be brought to code standards.

Only one grant per house may be awarded.

LIMITED/INELIGIBLE ACTIVITIES

The following activities are limited to the identified restrictions:

1. **Manufactured Homes**
 - a. Mobile homes and Manufactured homes will not be considered for rehabilitation under this program.
2. **Rental Units**

Rental units are eligible if:

 - a. Tenant is documented to be LMI.
 - b. If homeowner is documented to be LMI, an 85 percent grant may be allowed.

- c. If homeowner is documented to be non-LMI, homeowner must provide at least 25 percent matching funds.
- d. The homeowner must sign an agreement that all tenants renting this property within the three (3) years from the date of this agreement will have an income that does not exceed the most recently published Department of Housing and Urban Development (HUD) Section 8 LMI guidelines.
- e. The homeowner of the unit must also sign an agreement indicating that the monthly rental payment will not exceed the current monthly, or the Fair Market Rents (FMR) as published annually by HUD or a three-year period after the rehabilitation is complete.
- f. The homeowner of any rental unit receiving CDBG grant funds for rehabilitation also agrees to allow the City of Arkansas City or its appointed representative access to the property to perform an annual HQS inspection, for 3 years after the rehabilitation work is finished. Any HQS deficiencies discovered during the annual inspection will need to be brought into compliance at the landlord's expense.

3. Self-Help

- a. The city will not allow self-help projects. In the event that the inspector determines the home cannot be rehabilitated for the CDBG Housing Rehabilitation Limits and/or all bids on a home are above the maximum, the applicant would be permitted to accomplish part of the work, and then the property may be re-evaluated/re-bid after the applicant's work was finished if funding is still available.

4. Homes Being Purchased Under a Contract for Deed

- a. Land/Deed Contracts are eligible, based on the following criteria:
- b. Any seller must be unable to use the property as collateral and must be unable to convey title to the property unless such transaction is subject to the land sale contract; legally accepted limitation of the conveyance must exist in record form.
- c. The contract or ownership interest must be recorded.
- d. The seller must be obligated to deliver to the buyer a free simple title to the property on full payment of the contract price, without qualification.
- e. The purchaser must have:
 - i. Full use, possession and quite enjoyment of the property for a period of 6 months before application.
 - ii. Equitable title to the property; and
 - iii. Full rights of redemption for a period of not less than 90 days unless such rights are afforded by local law.
- f. The purchaser and seller jointly sign the repayment agreement. The repayment agreement resolves the following:
 - i. If the buyer moves from the unit prior to the expiration of the repayment agreement, the seller must do one of the following:

- ii. Rent or sell the dwelling to a LMI person; or
- iii. Repay a prorated portion of the housing rehabilitation cost.
- iv. If the seller is not willing to enter into the repayment agreement, the dwelling will not be eligible for rehabilitation.

Without these minimum provisions in a contract, the grantee should assume that the seller has ownership interest in the property and should be treated as such regard to state rehabilitation provision, i.e., treated as a rental.

5. Living Trust & Life Estates

- a. Applicants meeting all other eligibility criteria, who currently reside on a property held in a Living Trust or Life Estate, are eligible for rehabilitation assistance through a soft or forgivable loan.
- b. The applicant must reside on the property as their permanent residence. Income eligibility will be based on the household income of the resident beneficiary/life tenant.
- c. The appointee of the estate or trust holding the deed will be required to sign all grant documents.
- d. A property held as a Living Trust or Life Estate must be considered as a tenant and handled as such.

The following activities are considered ineligible:

- 6. Homes located in a flood plain are not eligible.**
- 7. Remodeling or work not required to meet CDBG standards.**

“WALK-AWAY” POLICY

If the initial inspection and cost estimate for bringing the home up to health & safety standards indicates that the cost of rehabilitation is expected to exceed the maximum allowable, the homeowner will be notified. The application will be considered a “walk away” until:

1. Homeowner-Completed Repairs

If the homeowner chooses to complete certain repairs on their own, the cost estimate for the remaining work must be at or below the maximum allowable program limit. The homeowner is responsible for notifying the City upon completion of the work so that the property can be re-inspected. All self-completed work must be approved by the Housing Inspector to ensure compliance with program standards.

2. Additional Funds Requirement

If the homeowner is unable to complete the required repairs within program limits, they may provide the additional funds necessary to cover the cost of work. These funds must be deposited with the City within forty-five (45) days of notification. Failure to provide funds within this timeframe will result in cancellation of the application, closure of the file, and withdrawal of the property from the program.

3. Minor Rehabilitation Eligibility

If a property qualifies under the “minor rehabilitation” approach, the scope of work may be adjusted to maintain funding eligibility. Final determination of eligible repairs will be made by the Housing Inspector, based on identified areas of need and required program standards and approved by the City.

If the original cost estimate is below the maximum allowable, the property will be included in the next bidding process. Homeowners will be notified within 15 days after the bid opening if the lowest contractor bid for their home exceeds the maximum allowable. In that event, the applicant will have the option to supply the additional funds. The applicant will be given 45 days to satisfy the requirements for all necessary additional funding. Additional funds must be received in full by the City prior to any rehabilitation work conducted on the home. If the homeowner cannot provide the additional funds, the City may “walk away” from that home. If the applicant does not respond in 30 days, the City will cancel the application, close the file and “walk away” from the property.

Lead-Based Paint Compliance

Lead-based paint risk assessment inspections will be completed after the health & safety standards inspection and if the estimated cost for repairs is below \$25,000. If the lead-based paint risk assessment shows lead and repairs cannot be done with containment, which allows a family use of restroom, cooking and sleeping facilities, and the family must relocate to a lead safe housing unit for the duration of the rehabilitation and until the dwelling passes the clearance test. Refusal to relocate will be grounds to “walk away”.

Children, age six or younger, will be required to relocate if lead activity is necessary, even if containment is possible. Refusal to relocate will be grounds to “walk away.”

Mode of Living Conditions

The “walk-away” policy will apply if the mode of living in the home is determined to be unsafe or unfeasible for contractors to perform work. This includes, but is not limited to:

1. Excessive items or clutter in the home that obstructs work.
2. Unsafe or unsuitable air quality.
3. Sanitation or cleanliness concerns caused by pets, pests, mold, or other environmental hazards.

The Housing Inspector will determine whether living conditions trigger this policy. Homeowners will be notified in writing of the improvements or actions required to proceed with rehabilitation work. Documentation, including photos of completed improvements and/or a re-inspection by the Housing Inspector, will be required before work can continue. If compliance cannot be demonstrated after a secondary inspection, the project will be formally denied by written correspondence.

Occupant Conduct

Contractors and City staff must be able to safely and respectfully perform their duties. The following behaviors may result in termination of program participation:

1. Verbal abuse, threats, or harassment directed towards City staff, contractors, or inspectors by the occupant or their associates.
2. Refusal to provide reasonable access/communication for inspections or repairs.
3. Interference with contractor work (e.g., altering work, obstructing workers, tampering with equipment).

Occupant conduct issues must be corrected immediately. Occupants will be issued a written warning if harassment, refusal of access, or interference with work occurs. Failure to correct such behavior may result in termination of participation and formal denial of the project by written correspondence from the City.

Program Compliance

Homeowners are also required to remain in compliance with all program rules and documentation requirements outlined in “Roles and Responsibilities.” Failure to meet these obligations may result in project denial. Examples include:

1. Misrepresentation of eligibility information (income, ownership, occupancy).
2. Refusal to comply with program requirements such as signing the repayment agreement, maintaining homeowner’s insurance, or maintaining active utilities.

The City will notify the homeowner of any missing or incorrect information and provide a deadline to submit required documents or complete corrective actions. Failure to comply within the specified timeframe may result in denial of the project or, in cases where funds have already been expended, repayment of project funds as determined by the severity of the noncompliance.

LEAD-BASED PAINT REQUIREMENTS

The homeowner, contractor, City, grant administrator, and housing inspector will be required to follow all regulations of all state and federal regulations regarding lead-based paint hazards. The appropriate regulations are hereby made a part of this plan.

Participation in the Housing Rehabilitation program is voluntary for all parties. All property proposed for rehabilitation, and built prior to 1978, will be inspected for lead-based paint.

The city will require that children younger than 6 years of age living in a house built prior to 1978 be tested for an elevated blood lead level. If an applicant refuses to allow the child’s blood to be tested, the city may elect not to rehabilitate the home.

The city is not required to pay any expenses for relocation of the household that may be required by lead-based paint activities during construction. However, the city recognizes that if relocation is required, it could produce a degree of hardship on the household. It will be the policy of the program to provide the household with **\$150** per day relocation expense allowance for a

household of two persons, plus **\$30** per day for each additional household member. This allowance will be paid for the actual days the members are required to be out of the home. If a family voluntarily relocates during rehabilitation, when relocation is not required, it will be the policy of the City to not pay any relocation expenses.

In cases where hotel accommodations with kitchen facilities are not available, the City may consider limited reimbursement for reasonable food expenses, to be determined on a case-by-case basis.

LEAD-BASED PAINT PRECAUTIONS

All occupants of property to be rehabilitated will be notified of the following:

1. All households will receive both the “Protect Your Family from Lead in Your Home” and “Renovation Right” brochures.
2. All households will receive a copy of the risk assessment report to sign within 15 days after the risk assessment is completed.
3. If lead-based paint is discovered in the assessment, households will receive a “Lead Hazard Reduction Notice” within 15 days after work is completed.
4. All households, which have been identified as having lead-based paint, will receive a copy of the “Lead Hazard Clearance Notice”.
5. Require any individual 6 years of age or younger, residing in the home, to have a blood test for elevated levels of lead.
6. Homeowners may sign a waiver to remain in their home if no child six or under lives in the house and the repairs can be completed with self-containment; and restroom, cooking and sleeping facilities are available.
7. Relocation costs to a lead-free dwelling may be paid to a homeowner or tenant when the risk assessment shows elevated levels of lead in areas where repairs will be done with or without containment and a restroom, cooking, and sleeping facilities are not available.
8. Participation in the Housing Rehabilitation program is voluntary; therefore, temporary relocation expenses are not required.

ROLES AND RESPONSIBILITIES

Homeowner/Tenant

The homeowner/tenant must agree to abide by all the rules and regulations of the Housing Rehabilitation program and allow the rehabilitation work to be performed on his/her home in

accordance with the Housing and Lead Hazard Control Plans, the Material Application Manual, procurement requirements, and/or the CDBG Housing Standards guidelines.

The homeowner/tenant must:

1. Complete a Property Owners' Soft Loan Agreement (Attachment A and, if applicable, Attachment B).
2. Remove all obstacles from inside and outside of the house in order to view and subsequently work on the dwelling. This may include removing any stored items from areas and cutting any weeds or saplings that may obscure the foundation or hauling away items stacked in or around the house, or homeowner/tenant must agree to allow debris to be removed from the premises by the contractor or City.
3. Grant access to the dwelling for additional inspections, pre-bid conference inspections, rehabilitation work, ongoing inspections of work, and state monitoring visit.
4. Provide electricity and water to the contractor at no cost.
5. Sign a waiver of liability for the property identified in the application.
6. Provide proof of property insurance and must keep the dwelling insured for the three-year soft loan period.
7. Shall provide documentation of lead blood level for every child aged six (6) and under if the home was constructed prior to 1978, prior to rehabilitation work proceeding.
8. Must agree to relocate should it become necessary in order to perform the lead hazard work.
9. Maintain the rehabilitated property in good condition and repair so it will not become a substandard property.
10. Must fill out an application and supply income documentation for the Weatherization program.
11. **The homeowner will be required to attend the final inspection and sign the final inspection certificate.** If the homeowner has questions or comments on any of the rehabilitation work it should be mentioned at this time and resolution agreed upon, prior to signing the certificate of completion.
12. If requested, the homeowner must make the home available at a CDBG monitoring visit.

GRIEVANCE POLICY

All grievances or concerns regarding civil rights, fair housing, the City Commission, the Grant Administrator, City Manager, the Housing Inspector, the contractor(s), the contractor's workmanship, the bid procedure(s), the awarding of the contracts etc. shall follow the grievance policy included in this application. All grievances and concerns should first be made in writing to the City Clerk. The City Clerk will then observe the following procedure:

Level 1

The City Clerk receives a written complaint.

The City Clerk contacts the Grant Administrator if the controversy is regarding workmanship, client treatment or contractor misunderstandings. The Grant Administrator will contact the Housing Inspector and contractor to meet on site and address the client or contractor concerns. A written resolution will be made to the complainant, and a copy of the resolution will be forwarded to the City Administrator.

The Deputy City Administrator will immediately advance the complaint to level 2 if the complaint is on fair housing, civil rights, procurement, or an environmental issue.

The complainant has the right to appeal the decision and must do so in writing to Deputy City Administrator within five days from the date of the written resolution.

Level 2

The written complaint concerning fair housing, civil rights, procurement, the environment or an appeal of a previous decision will be reviewed by the Mayor, City Manager and City Clerk, with the assistance of the Grant Administrator and the City Attorney. If the complaint is a fair housing or civil rights concern, the City may submit the complaint to the Kansas Human Rights Council, 130 South Market, Suite 7050, Wichita, Kansas, 67202, for investigation and resolution. After review, a written decision will be made to the complainant and the City Commission.

The complainant has the right to appeal the decision and must do so in writing to the City Clerk within five days from the date of the written resolution.

Level 3

The City Clerk receives a written appeal from the complainant.

The City Commission will review the appeal with assistance from the City Attorney and Grant Administrator. All written evidence will be made available to the City Commission for their deliberation.

The City Commission shall present a written resolution to the complainant within 15 days of the date the appeal was received.

All grievances/concerns regarding this project should first be made in writing. The letter must be submitted to the City Clerk. The City Clerk will then refer the complaint to the appropriate party(ies) to resolve the dispute.

Written notice will be given to the complainant within 15 days. If the grievance remains unsolved after this action, the Grant Administrator, Housing Inspector, contractor and the homeowner will review the situation. Subsequently, a written recommendation of resolution will be forwarded to the City Commission.

If this problem still cannot be resolved, the City Commission will make disposition of the complaint from documentation that the complainant, Housing Inspector, contractor and/or Grant Administrator have submitted. Any of the involved parties may be called to appear before the City Commission for clarification of the matter.

The City Commission will then review the complaint at the next City Commission meeting. The City Commission will determine at that meeting if the decision is acceptable or unacceptable. If it is unacceptable, the City Commission has the right to overturn the decision. At that time the final disposition will be made in writing to the complainant.

Final responsibility for the Housing Rehabilitation program rests with the City. The City will be involved with the Housing Rehabilitation program, perform duties as necessary and will have the final decision in local matters involving this grant.

CONFLICT OF INTEREST POLICY

The State of Kansas agreed, when it accepted the CDBG program in 1983, to abide by 24 CFR 570.611 of the Federal regulations (conflict of interest) for the program. The Kansas Department of Commerce developed a conflict-of-interest policy on April 22, 1994, relating to housing. This policy has been broadened to cover all areas of participation in all programs funded by CDBG monies. To clarify this issue for the State's program, the State has adopted, as of July 1, 1996, the following position on conflict of interest, incorporating the April 22, 1994, policy and extending the policy further to address other areas as provided in 24 CFR 570.611.

Standard of Conduct Involving Conflict of Interest

- I. Persons Covered: The conflict-of-interest provision of 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 recipient, or of any designated public agencies, or subrecipients which are receiving funds from the Kansas Community Development block grant Program.
- II. Applicability:
 - A. In the area of procurement of supplies, equipment, construction, and services by recipients, subrecipients, or designated public agencies, the conflict-of-interest provisions in public Law 103-355 or OMB Circular A- 110, as applicable, shall apply.
 - B. In all cases not governed by PL 103-355, the provisions of this policy shall apply. Such cases include the acquisition and disposition of real property and the provisions of assistance by the recipient 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.

III. Conflicts Prohibited: Except for approved administrative or personnel cost, no persons described in I. above who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the State program or 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 or for one year thereafter. For the State CDBG Economic Development program, the above restrictions shall apply to all activities that are a part of the funding approval for all projects, and shall cover any such interest or benefit during, or at any time after, such person's tenure.

A. An exception may be considered only after the grant applicant has provided the following:

1. A disclosure of the nature of the conflict accompanied by an assurance that there has been a public disclosure of the conflict and a description of how the public disclosure was made;
2. Whether an opportunity was provided for competitive bidding or negotiation;
3. Whether the person affected is a member of a group or class of low-or moderate- income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
4. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
5. Whether the interest or benefit was present before the affected person was in a position as described in Section III;
6. Whether undue hardship will result either to the recipient or the person affected when weighted against the public interest served by avoiding the prohibited conflict; and
7. Any other relevant considerations.

If after all considerations, determination is made to grant an exception, the State shall issue a waiver noting such exception and the conditions and the basis for the issuance of the same.

It is the policy of the CDBG program that no waiver will be issued concerning benefit to the chief elected official or governing body members of the grantee, except in dire circumstances affecting performance.

Adoption of the Housing Rehabilitation Plan

This Housing Rehabilitation Plan and all related attachments was approved and adopted by the City Commission of the City of Arkansas City on the _____ day of _____, 2025.

City of: Arkansas City, Kansas

BY: _____

Chad Beeson, Mayor

ATTEST: _____

Tiffany Parsons, City Clerk

Attachment A**City of Arkansas City
Repayment Agreement**

THIS AGREEMENT made this _____ day of _____, _____ by and between the CITY OF ARKANSAS CITY (hereinafter the “CITY”) and

(Hereinafter referred to as HOMEOWNER (S),

WHEREAS, the CITY is authorized to administer CDBG rehabilitation grants utilizing dollars authorized and provided through the State of Kansas and the Department of Housing and Urban Development; and

WHEREAS, the HOMEOWNER(s) has applied to the CITY to be provided funding through the CDBG grant program; and

WHEREAS, the CITY has determined that the HOMEOWNER(s) qualified for receipt of a homeowner rehabilitation grant in accordance with all program rules; and

WHEREAS, the CITY has the responsibility as the disbursing agent for the proper expenditure of certain federal dollars; and

WHEREAS, the HOMEOWNER(s) desire that the CITY disburse CDBG grant dollars in accordance with the grant application; and

WHEREAS, the CITY has disbursed \$ _____ in CDBG rehabilitation dollars on behalf of HOMEOWNER(s), the HOMEOWNER(s) agree:

1. That the correct legal description for the real property is as follows:
2. To continue to own, occupy and maintain insurance on the structure repaired with CDBG funds for a period of three (3) years after the issuance of a Certificate of Completion; and
3. To maintain the rehabilitated property in a “standard condition” so as to prevent substantial destruction of the improvements due to the negligence of the HOMEOWNER(s); and upon breach of any of the aforesaid covenants, the HOMEOWNER(s) agrees to repay the CITY, 1/36 of the rehabilitation cost for every month prior to the expiration of the repayment agreement
4. The HOMEOWNER(s) further covenants and agrees that if the structure is totally destroyed by fire, natural disaster, public condemnation or through other causes within three (3) years after the issuance of a Certificate of Completion, the HOMEOWNER(s) should repay to the CITY, out of any insurance proceeds or other compensation received, a sum of money to be computed according to the schedule set forth above; provided, however, if the HOMEOWNER(s) received insurance proceeds or other compensation in

an amount less than the fair market value of the structure after CDBG funded improvements, then the amount to be repaid shall be limited to the total insurance proceeds or other compensation received which is in excess of the fair market value of the structure prior to the CDBG funded improvements.

5. That in the event the HOMEOWNER(s) reside in and retain the real property for three (3) years from the date of the signed Certificate of Completion, this agreement shall expire and become null and void.

WHEREAS; the CITY and HOMEOWNER(s) agree and acknowledge this agreement will be filed as a public record with the Register of Deeds in the County where the real property is located and is intended to provide full public notice of the existence of this security instrument.

IT IS SO AGREED

City of Arkansas City

By: _____

Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

HOMEOWNER(s)

Signed:

Date: _____

Signed:

Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

Attachment B

**City of Arkansas City
Property Owner Rental Agreement**

THIS AGREEMENT, entered into on this _____ day of _____, 20____, by and between the City of Arkansas City (hereinafter referred to as the Local Public Body) and _____ Landlord/Owner (hereinafter referred to as the Owner),

WITNESSETH:

WHEREAS, the Local Public Body has provided the Owner financial assistance for the repair and rehabilitation of property located at _____; and

WHEREAS, the Owner, at the time of receipt of financial assistance from the Local Public Body was renting or had plans to rent the aforementioned property to persons of low- and moderate- income, as defined by the Local Public Body on data from the U.S. Department of Housing & Urban Development.

NOW THEREFORE, the parties hereto do mutually agree as follows:

TERM: This Agreement shall be in effect for a period of three (3) years after the issuance of a Certificate of Completion.

In the event the property is sold during the term of this Agreement, the Owner shall compensate the Local Public Body in an amount as set forth in the Repayment Agreement dated _____. Provided, however, that should the purchaser agree, in writing, to all of the terms and conditions herein, the City Commission may allow the purchaser to assume the obligations set forth herein and defer payment.

1. Whereas, the Owner further agrees that any subsequent tenants renting this property within three (3) years from the date of this agreement will have an income that does not exceed the most recently published Department of Housing & Urban Development Section 8 low- to moderate- income guidelines. Also, the monthly rental payment may not exceed the current monthly payment of \$_____ (an annual Federal cost of living increase is allowed), or the Fair Market Rents (FMR) as published annually by HUD, for the county where the real property is located, whichever is less.
2. The homeowner of any rental unit receiving CDBG grant funds for rehabilitation also agrees to allow the City of Arkansas City or its appointed representative access to the property to perform an annual HQS inspection, for a minimum of the 3 years after the rehab work is finished. Any HQS deficiencies discovered during the annual inspection will need to be brought into compliance at the landlord's expense.

4. The Owner shall not discriminate against a person or persons on the basis of race, creed, color, sex, age, or national origin in the renting or leasing of property repaired with financial assistance provided by the Local Public Body.

Further, any default by the Owner on the above conditions will result in the Owner repaying the grant according to the Repayment Agreement dated _____.

IN WITNESS WHEREOF, the Local Public Body and Owner have executed this Agreement as of the date first above written.

City of Arkansas City

By: _____ Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

Owner(s)

Signed: _____ Date: _____

Signed: _____ Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____



City Commission Agenda Item

Meeting Date: November 18, 2025

From: Randy Frazer, City Manager

Item: Adoption of the 2025 Community Development Block Grant Demolition Plan 25-HR-001

Motion: A Resolution authorizing the City of Arkansas City to approve the 2025 Community Development Block Grant Demolition Plan as presented and authorize the Mayor and City Clerk to execute all necessary documents for submittal to the Kansas Department of Commerce. **(Voice Vote)**

Background: The City of Arkansas City has been awarded Community Development Block Grant (CDBG) funds through the Kansas Department of Commerce to address unsafe, dangerous, and blighted residential structures within the city limits, as approved by the governing body on September 2, 2025. The demolition plan is another step of the process under the terms of Grant Agreement Project No. 25-HR-001.

The proposed Demolition Plan establishes procedures to identify and remove structures deemed hazardous to public health and safety, reduce blight, and promote neighborhood revitalization. The plan outlines eligibility criteria, funding parameters, and procurement processes in compliance with HUD and CDBG regulations. Adoption of the Demolition Plan ensures the City meets federal and state compliance requirements while enabling the use of available CDBG funds for targeted demolition projects.

Commission Options:

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

Fiscal Impact: Funding for up to two (2) demolitions is allocated under the City's CDBG award. All expenditures must be deemed reasonable and necessary, and all demolition contracts will be awarded in accordance with CDBG procurement procedures.

Fund: Department: Expense Code:

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

Attachments: Resolution & 2025 Community Development Block Grant Demolition Plan

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2025-11-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO APPROVE THE 2025 COMMUNITY DEVELOPMENT BLOCK GRANT DEMOLITION PLAN AS PRESENTED AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE ALL NECESSARY DOCUMENTS FOR SUBMITTAL TO THE KANSAS DEPARTMENT OF COMMERCE.

WHEREAS, The City of Arkansas City has been awarded a \$300,000 Community Development Block Grant (CDBG) from the Kansas Department of Commerce for housing rehabilitation, lead-based paint remediation, demolition, relocation, and housing inspection activities, as approved by the governing body on September 2, 2025; and

WHEREAS, the *Demolition Plan* establishes procedures to identify and remove structures deemed hazardous to public health and safety, reduce blight, and promote neighborhood revitalization; and

WHEREAS, this is demolition plan is another step of the process under the terms of Grant Agreement Project No. 25-HR-001, the project will commence on September 1, 2025, and to be completed by August 31, 2027.

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 approves a Resolution authorizing the adoption of the 2025 Community Development Block Grant (CDBG) Demolition Plan and authorizes the Mayor and City Clerk to execute all necessary documents for submittal to the Kansas Department of Commerce.

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 18th day of November 2025.

(Seal)

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-11-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on November 18, 2025, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk

DRAFT

City of Arkansas City 2025 Community Development Block Grant Demolition Plan

The United States Department of Housing & Urban Development (HUD) allocates funds used by the Kansas Department of Commerce for the Community Development Block Grant (CDBG) program. The City of Arkansas City has been awarded a CDBG grant from Commerce allowing the City to address unsafe, dangerous, or blighted residential structures within the city.

The purpose of this Demolition Plan is to eliminate blight, reduce hazards to public health and safety, and promote the long-term revitalization of neighborhoods within the City.

The target area is defined as:

An area bounded by the City limits of Arkansas City, Kansas.

ELIGIBILITY REQUIREMENTS

Only property located within the target area is eligible for demolition under this program.

1. Structures must be certified by the City inspection staff as unsafe, dangerous, or blighted and in condemnable condition.
2. Structures must have been vacant for at least three (3) months prior to consideration.
3. An asbestos inspection by a licensed professional is required prior to demolition. If asbestos-containing materials are present, abatement and disposal must be completed in compliance with all applicable federal and state regulations.
4. Structures not certified as condemnable by City inspection staff shall not be eligible.
5. Funding for up to two (2) eligible structures has been allocated, to be obliged only if remaining funds are available after rehabilitation projects have been served.

ELIGIBLE AND INELIGIBLE ACTIVITIES

Eligible activities include:

- Demolition of unsafe, dangerous, or blighted residential structures.
- Removal and proper disposal of demolition debris, including asbestos and other hazardous materials, in compliance with federal, state, and local requirements.

Ineligible activities include:

- Demolition of occupied structures.
- Any activity that does not result in the removal of a blighting influence or improvement of health and safety conditions for area residents.

ROLE OF PROPERTY OWNERS

Property owners must:

- Submit a written application for demolition and complete all required forms.
- Provide access to the property for preliminary inspections, asbestos inspections, bid tours, demolition work, and post-demolition review.
- Execute a waiver of liability for demolition activities.
- Provide proof of ownership and proof of paid property taxes.

EXPENDITURE OF FUNDS

There is no fixed cap on demolition expenditures. All costs must be reasonable and necessary, as determined by the City Commission. The Commission reserves the right to approve or deny demolition requests based on feasibility, reasonableness of cost, and the availability of program funds.

PROCUREMENT PROCEDURES

All demolition services shall be procured in compliance with CDBG program requirements.

- Bids will be solicited from qualified contractors and publicly advertised.
- Bid specifications will include clear and accurate descriptions of required work, including asbestos inspection results and, if applicable, abatement requirements.
- If an insufficient number of bids are received, or bids are deemed non-responsive, the City may utilize Small Purchases Procedures or Non-Competitive Negotiations as permitted by CDBG guidelines.
- Awards will be made only to responsible contractors with the capacity, integrity, and resources to perform the work successfully.
- All bids will be reviewed by Housing Rehabilitation staff, consisting of the City Inspector, Deputy Inspector, or contracted staff inspector, prior to recommendation to the City Commission.
- The awarded contractor must have an active Sam.gov UEI registration.

GRIEVANCE PROCEDURES

All grievances regarding demolition activities will follow the Grievance Policy established in the City of Arkansas City Housing Rehabilitation Plan, to ensure consistency across all CDBG program activities.

CONFLICT OF INTEREST

The City shall comply with 24 CFR 570.611 and Kansas Department of Commerce policies regarding conflicts of interest. No employee, officer, or agent of the City, nor their immediate family members or business associates, shall derive any financial benefit from demolition activities funded under this program.

AMENDMENTS

This Demolition Plan may be amended by resolution of the City Commission, subject to review by the Kansas Department of Commerce when applicable.

ADOPTION OF THE DEMOLITION PLAN

This Demolition Plan and all related attachments was approved and adopted by the City Commission of the City of Arkansas City on this ____ day of _____ 2025.

City of Arkansas City

By: _____
Chad Beeson, Mayor

Attest: _____
Tiffany Parsons, City Clerk



City Commission Agenda Item

Meeting Date: November 18, 2025

From: Randy Frazer, City Manager

Item: Authorization of Additional Operational Contribution to the Cowley County Humane Society

Motion: A Resolution authorizing an additional one-time operational contribution of \$25,000 to the Cowley County Humane Society and authorize the City Manager to issue payment in accordance with Invoice #1020 dated November 13, 2025. **(Voice Vote)**

Background: The City of Arkansas City, the City of Winfield, and the Cowley County Humane Society (CCHS) jointly operate the Cowley County Animal Shelter under the **Interlocal Cooperation Agreement** originally executed in January 2013.

Under Section Three of the Agreement, Arkansas City and Winfield each contribute **\$35,000 annually** toward operational funding. The Humane Society is expected to generate the majority of its remaining revenue through fees, donations, and volunteer labor.

In recent months, the Society has reported significant **financial hardship** due to rising operational costs, staffing pressures, increased intake, and insufficient revenue from donations and service fees. As a result, the contractual annual contribution levels are no longer adequate to sustain ongoing operations at the required standards. The City of Winfield has already committed \$25,000.00 towards this shortfall, and CCHS has agreed to contribute additional funds through fundraising efforts and improved financial oversight.

On November 13, 2025, the Cowley County Humane Society issued **Invoice #1020** requesting an additional **\$25,000** from Arkansas City to help stabilize operations. The City of Winfield has been asked to contribute a matching amount.

Commission Options:

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

Fiscal Impact:

Fund: **01 (General)** Department: **201 (Commission)** Expense Code: **6217 (Contributions)**

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

Attachments: Resolution & CCHS Invoice #1020 – \$25,000 (dated 11/13/2025)

Approved for Agenda by:

Randy Frazer, City Manager

Cowley County Humane Society
7648 222nd Rd
Winfield, KS 67156-7392 USA
cchsdirector@cchs2.onmicrosoft.com
<https://www.cowleycountyhumanesociety.org/>

BILL TO
City of Arkansas City, Kansas 118 W Central Ave Arkansas City, KS 67005

SHIP TO
City of Arkansas City, Kansas 118 W Central Ave Arkansas City, KS 67005

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1020	11/13/2025	\$25,000.00	11/21/2025	Net 30	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Ark City Match	Funds for Financial Hardship	1	25,000.00	25,000.00

SUBTOTAL	25,000.00
TAX	0.00
TOTAL	25,000.00
BALANCE DUE	\$25,000.00

RESOLUTION NO. 2025-11-_____**A RESOLUTION AUTHORIZING AN ADDITIONAL ONE-TIME OPERATIONAL CONTRIBUTION OF \$25,000 TO THE COWLEY COUNTY HUMANE SOCIETY AND AUTHORIZE THE CITY MANAGER TO ISSUE PAYMENT IN ACCORDANCE WITH INVOICE #1020 DATED NOVEMBER 13, 2025.**

WHEREAS: The Cowley County Humane Society (CCHS) operates the Cowley County Animal Shelter, serving the needs of Arkansas City and Winfield under an Interlocal Cooperation Agreement. Both cities provide \$35,000.00 annually towards the shelter's operational costs, while the shelter's primary funding comes from fees, donations, and volunteer efforts; and

WHEREAS: In recent months the humane society has reported financial hardship due to rising operational costs; and

WHEREAS: The City of Arkansas City and the City of Winfield have joint ownership over the Cowley County Humane Society Building and have agreed to split the estimated repair costs between each city. The City of Winfield has already committed \$25,000.00 towards this shortfall, and CCHS has agreed to contribute additional funds through fundraising efforts and improved financial oversight.; and

WHEREAS: the approval of the City of Arkansas City's matching \$25,000.00 contribution, issuing payment in accordance with invoice #1020 dated November 13, 2025, will ensure the shelter's continued operation throughout the remainder of the year.

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 an additional one-time operational contribution of \$25,000 to the Cowley County Humane Society and authorize the City Manager to issue payment in accordance with Invoice #1020 dated November 13, 2025, attach to herein.

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 18th day of November 2025.

(Seal)

Chad D. Beeson, 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. 2025-11-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on November 18, 2025, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk

DRAFT



City Commission Agenda Item

Meeting Date: November 18, 2025

From: Jeri Wheatley, EMS Director

Item: Professional Services Agreement EMS Medical Director - O'Donnell

Motion: A Resolution authorizing the City of Arkansas City to enter into a Professional Services Agreement with Dr. C. Joseph O'Donnell, D.O. to serve as Medical Director for the Arkansas City Fire-EMS Department, providing medical oversight, training approval, and protocol development as required by the Kansas Board of EMS. **(Voice Vote)**

Background: State regulations require each EMS agency in Kansas to operate under the supervision of a qualified Medical Director who provides oversight of patient care standards, medical protocols, and quality assurance.

Dr. O'Donnell is a board-certified Emergency Medicine physician, licensed in the State of Kansas, and has extensive experience in emergency medical services. Under this Agreement, Dr. O'Donnell will:

- Approve and review EMS medical and trauma protocols;
- Oversee training and continuing education of EMS personnel;
- Conduct quality assurance reviews of patient care;
- Provide medical guidance to the Fire Chief and EMS Director; and
- Ensure compliance with state EMS regulations and applicable laws.

The Agreement clearly establishes independent contractor status, professional liability insurance requirements, and confidentiality and compliance provisions, ensuring alignment with the Kansas Medical Practice Act and K.S.A. 10-1113 (Cash Basis Law).

The Agreement shall be effective December 1, 2025, through December 31, 2026, with automatic renewal commencing December 1st annually, unless terminated by either party upon thirty (30) days' written notice. Compensation shall be \$2,500.00 per month during the initial term and \$3,500.00 per month beginning January 1, 2027, upon renewal.

Commission Options:

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

Fiscal Impact: Amount: **\$2,500.00 per month 2025-2026 and \$3,500.00 in 2027 with auto renewal.**

Fund: **01-General** Department: **350-EMS Services** Expense Code: **6214-Other Professional Services**

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

Attachments: Resolution & Agreement.

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2025-11-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DR. C JOSEPH O'DONNELL, D.O., TO SERVE AS MEDICAL DIRECTOR FOR THE ARKANSAS CITY FIRE-EMS DEPARTMENT, PROVIDING MEDICAL OVERSITE, TRAINING APPROVAL AND PROTOCOL DEVELOPMENT AS REQUIRED BY THE KANSAS BOARD OF EMS.

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

SECTION ONE: That the Governing Body of the City of Arkansas City hereby authorizes the City Manager to execute a Professional Services Agreement with Dr. C. Joseph O'Donnell, D.O. to serve as Medical Director for the Arkansas City Fire-EMS Department, providing medical oversight, training approval and protocol development as required by the Kansas Board of EMS. Such Agreement is attached hereto and incorporated by reference as if fully set forth herein.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 18th day of November 2025.

Chad D. Beeson, 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. 2025-11-_____ of the City of Arkansas City, Kansas adopted by the governing body on November 18, 2025 as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk

PROFESSIONAL SERVICES AGREEMENT

MEDICAL DIRECTOR

This Agreement is made and entered into this 18th day of November 2025, effective December 1, 2025, by and between the City of Arkansas City, Kansas ("City") and C. Joseph O'Donnell, D.O. ("Medical Director").

1. PURPOSE

The Arkansas City Fire-EMS Department desires to engage a qualified physician to act as Medical Director for its Emergency Medical Services (EMS) program. The Medical Director is a physician duly licensed by the State of Kansas, experienced in emergency medicine, and qualified to provide medical oversight consistent with Kansas Board of EMS regulations.

2. OBLIGATIONS OF THE MEDICAL DIRECTOR

2.1 Status and Membership

The Medical Director shall maintain an unrestricted license to practice medicine or osteopathy in Kansas, possess a minimum of five (5) years of experience in emergency medical care, and abide by all applicable federal, state, and local laws, and all City and departmental policies. Failure to satisfy any of these conditions shall constitute grounds for termination under this Agreement.

2.2 Duties and Responsibilities

The Medical Director shall provide medical oversight and direction to ensure compliance with Kansas Board of EMS standards; develop, review, and approve EMS medical and trauma protocols, treatment standards, and use of equipment and medications; approve and monitor training and continuing education of EMS personnel; review ambulance run reports and patient care records for quality assurance; and advise the Fire Chief and EMS Director on matters related to medical care, protocol development, and staff performance.

2.3 Compliance

The Medical Director shall comply with the Kansas Medical Practice Act, the Kansas Board of Healing Arts, and all other applicable laws and regulations.

2.4 Insurance

The Medical Director shall maintain professional liability insurance of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, and provide the City with proof of coverage upon request.

2.5 Confidentiality

The Medical Director shall maintain the confidentiality of all information obtained in the course of service and comply with applicable privacy laws. Disclosure may occur only with prior written consent or as required by law.

2.6 Financial Obligation

The Medical Director shall not incur or authorize any expenditure on behalf of the City without prior written consent of the City Manager.

2.7 Communications

All official communications under this Agreement shall be directed to the Fire Chief and EMS Director, who shall represent the City in matters relating to the Medical Director's performance.

2.8 Documentation and Reporting

The Medical Director shall maintain documentation of all protocol approvals, training oversight, and quality assurance reviews, retained for a minimum of five (5) years and made available to the Kansas Board of EMS upon request.

2.9 Conflict of Interest

The Medical Director shall promptly disclose any actual or potential conflicts of interest, including other affiliations that may affect impartiality in overseeing the City's EMS operations.

3. OBLIGATIONS OF THE CITY**3.1 Compensation**

The City shall pay the Medical Director \$2,500.00 per month beginning December 1, 2025, through December 31, 2026. If the Agreement automatically renews commencing December 1st annually for an additional term, beginning January 1, 2027 compensation shall increase to \$3,500.00 per month. Payments will be made monthly following the month of service.

3.2 Annual Appropriation and Limitation of Liability

All compensation under this Agreement is subject to annual appropriation by the City Commission. Nothing herein shall be construed as a multi-year obligation in violation of K.S.A. 10-1113 (Cash Basis Law).

4. INDEPENDENT CONTRACTOR STATUS

The Medical Director serves as an independent contractor, not as a City employee. The Medical Director shall determine the means and methods for performing services. The City shall not withhold or pay payroll taxes, Social Security, or unemployment compensation and the Medical Director shall not be eligible for City employee benefits.

5. TERM AND TERMINATION

This Agreement shall remain in effect from December 1, 2025, through December 31, 2026, and shall automatically renew for successive one-year terms commencing December 1st annually, unless either party provides thirty (30) days' written notice of intent not to renew. Either party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice.

5.1 Termination for Cause

The City may terminate this Agreement immediately if the Medical Director's license is suspended or revoked, or if the Medical Director fails to perform duties consistent with applicable laws, professional standards, or this Agreement.

6. LIABILITY AND INDEMNIFICATION

6.1 General Liability

The Medical Director shall be relieved of liability for acts or omissions of EMS personnel performed in good faith under approved protocols. The City shall indemnify and hold harmless the Medical Director for claims arising from actions within the scope of this Agreement, except in cases of gross negligence or willful misconduct.

6.2 City Liability Coverage

The City shall maintain general liability insurance covering EMS operations and shall name the Medical Director as an additional insured.

6.3 HIPAA and Data Privacy Compliance

The Medical Director shall comply with HIPAA, the Kansas Patient Privacy Act, and all applicable confidentiality provisions regarding patient information.

7. MISCELLANEOUS

This Agreement shall be governed by the laws of the State of Kansas. It constitutes the entire understanding between the parties and supersedes all prior agreements. Any amendment must be in writing and signed by both parties. Both parties agree to comply with all applicable federal and state laws, including the Medicare/Medicaid Anti-Fraud and Abuse provisions. Execution of this Agreement has been duly authorized by all required municipal and professional actions.

8. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

CITY OF ARKANSAS CITY

By: _____
Randy Frazer, City Manager

Date: _____

C. JOSEPH O'DONNELL, D.O.
128 N. Chelmsford Court
Wichita, KS 67230
Email: JosephO@sckrmc.org | cjodonnell.ihp@gmail.com

By: _____

Date: _____

Approved as to Form:

Larry Schwartz, City Attorney

Attest:

Tiffany Parsons, City Clerk



City Commission Agenda Item

Meeting Date: November 18, 2025

From: City Commissioners

Item: Executive Session – City Manager’s Annual Review

Motion: Recess into executive session for a period of ____ minutes to discuss the City Manager’s annual review, pursuant to K.S.A. 75-4319(b)(1), personnel matters of nonelected personnel. The open meeting will resume in the Commission Chambers at ____ : ____ p.m., to include _____.
(Voice Vote)

Background:

Requesting recess into executive session to discuss the City Manager’s annual review. K.S.A. 75-4319(b)(1) is referenced below.

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:

(1) to discuss personnel matters of nonelected personnel

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, for a period of ____ minutes to discuss the City Manager’s annual review, pursuant to K.S.A. 75-4319(b)(1), personnel matters of nonelected personnel. The open meeting will resume in the Commission Chambers at ____ : ____ p.m., to include _____.” (Voice Vote)

Approved for Agenda by:

Randy Frazer, City Manager

2021 Kansas Statutes

75-4319. Closed or executive meetings; conditions; authorized subjects for discussion; binding action prohibited; certain documents identified in meetings not subject to disclosure. (a) Upon formal motion made, seconded and carried, all public bodies and agencies subject to the open meetings act may recess, but not adjourn, open meetings for closed or executive meetings. Any motion to recess for a closed or executive meeting shall include: (1) A statement describing the subjects to be discussed during the closed or executive meeting; (2) the justification listed in subsection (b) for closing the meeting; and (3) the time and place at which the open meeting shall resume. The complete motion shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the public body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.

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

- (1) To discuss personnel matters of nonelected personnel;
- (2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship;
- (3) to discuss employer-employee negotiations whether or not in consultation with the representative or representatives of the public body or agency;
- (4) to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships;
- (5) to discuss matters relating to actions adversely or favorably affecting a person as a student, patient or resident of a public institution, except that any such person shall have the right to a public hearing if requested by the person;
- (6) for the preliminary discussion of the acquisition of real property;
- (7) to discuss matters relating to parimutuel racing permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 74-8804, and amendments thereto;
- (8) to discuss matters relating to the care of children permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 38-2212(d)(1) or 38-2213(e), and amendments thereto;
- (9) to discuss matters relating to the investigation of child deaths permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 22a-243(j), and amendments thereto;
- (10) to discuss matters relating to patients and providers permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 39-7,119(g), and amendments thereto;
- (11) to discuss matters required to be discussed in a closed or executive meeting pursuant to a tribal-state gaming compact;
- (12) to discuss matters relating to security measures, if the discussion of such matters at an open meeting would jeopardize such security measures, that protect: (A) Systems, facilities or equipment used in the production, transmission or distribution of energy, water or communications services; (B) transportation and sewer or wastewater treatment systems, facilities or equipment; (C) a public body or agency, public building or facility or the information system of a public body or agency; or (D) private property or persons, if the matter is submitted to the public body or agency for purposes of this paragraph. For purposes of this paragraph, security means measures that protect against criminal acts intended to intimidate or coerce the civilian population, influence government policy by intimidation or coercion or to affect the operation of government by disruption of public services, mass destruction, assassination or kidnapping. Security measures include, but are not limited to, intelligence information, tactical plans, resource deployment and

vulnerability assessments;

(13) to discuss matters relating to maternity centers and child care facilities permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 65-525(d), and amendments thereto;

(14) to discuss matters relating to the office of inspector general permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 75-7427, and amendments thereto; and

(15) for the governor's domestic violence fatality review board to conduct case reviews.

(c) No binding action shall be taken during closed or executive recesses, and such recesses shall not be used as a subterfuge to defeat the purposes of this act.

(d) Any confidential records or information relating to security measures provided or received under the provisions of subsection (b)(12), shall not be subject to subpoena, discovery or other demand in any administrative, criminal or civil action.

History: L. 1972, ch. 319, § 3; L. 1977, ch. 301, § 3; L. 1981, ch. 344, § 1; L. 1988, ch. 315, § 4; L. 1992, ch. 318, § 9; L. 1993, ch. 286, § 75; L. 1994, ch. 254, § 3; L. 1996, ch. 256, § 23; L. 1999, ch. 96, § 2; L. 2001, ch. 190, § 2; L. 2004, ch. 177, § 2; L. 2005, ch. 126, § 4; L. 2007, ch. 177, § 16; L. 2009, ch. 132, § 14; L. 2012, ch. 16, § 33; L. 2015, ch. 68, § 16; L. 2017, ch. 73, § 4; July 1.



CITY OF ARKANSAS CITY, KANSAS
FINANCIAL SUMMARY
 Year-To-Date October 31, 2025

Fund	Cash Summary						Budget Summary			
	1/1/2025 Beginning Cash Balance	Prior Year Encumbrances/ Adjusting Entries	Receipts	Disbursements	Change in Assets/Liabilities	10/31/2025 Ending Cash Balance	Budget	Encumbrances	Budget Variance Favorable (Unfavorable)	% Remaining (17%)
01 - GENERAL FUND	\$ 3,753,926.91	\$ 209,822.76	\$ 11,199,785.97	\$ 10,284,821.79	\$ (194,427.29)	\$ 4,264,641.04	\$ 15,285,704	\$ 207,016.34	\$ 4,793,866	31.36%
15 - STORMWATER FUND	\$ 680,531.55	\$ -	\$ 383,154.04	\$ 235,513.43	\$ (38,900.91)	\$ 789,271.25	\$ 611,552	\$ -	\$ 376,039	61.49%
16 - WATER FUND	\$ 3,626,901.21	\$ 1,028,177.25	\$ 5,450,564.36	\$ 3,887,516.47	\$ (935,938.39)	\$ 3,225,833.46	\$ 10,918,777	\$ 588,672.15	\$ 6,442,588	59.00%
18 - SEWER FUND	\$ 5,627,056.05	\$ 19,410.00	\$ 2,909,825.42	\$ 2,682,255.77	\$ (298,582.45)	\$ 5,536,633.25	\$ 3,163,565	\$ 125,753.70	\$ 355,556	11.24%
19 - SANITATION FUND	\$ 1,808,624.41	\$ -	\$ 1,870,588.89	\$ 1,212,091.41	\$ (196,002.73)	\$ 2,271,119.16	\$ 2,001,069	\$ 48,561.80	\$ 740,416	37.00%
20 - SPECIAL RECREATION FUND	\$ 57,335.30	\$ 7,134.14	\$ 12,069.17	\$ 16,555.86	\$ -	\$ 45,714.47	\$ 81,090	\$ 7,350.00	\$ 57,184	70.52%
21 - SPECIAL STREET FUND	\$ 1,025,296.21	\$ -	\$ 512,275.41	\$ 383,507.05	\$ 1,525.25	\$ 1,155,589.82	\$ 2,190,482	\$ 57,859.40	\$ 1,749,116	79.85%
23 - TOURISM/CONVENTION FUND	\$ 143,883.82	\$ -	\$ 180,334.86	\$ 152,223.01	\$ -	\$ 171,995.67	\$ 344,708	\$ -	\$ 192,485	55.84%
26 - SPECIAL ALCOHOL FUND	\$ 81,476.64	\$ -	\$ 14,828.61	\$ 18,359.06	\$ (1,767.34)	\$ 76,178.85	\$ 87,608	\$ -	\$ 69,249	79.04%
27 - PUBLIC LIBRARY FUND	\$ -	\$ -	\$ 470,130.16	\$ 470,130.16	\$ -	\$ -	\$ 482,760	\$ -	\$ 12,630	2.62%
29 - SPECIAL LAW ENF TRUST FUND	\$ 2,848.48	\$ -	\$ -	\$ -	\$ -	\$ 2,848.48	Not a Budgeted Fund	\$ -		
31 - LAND BANK FUND	\$ 17,989.63	\$ -	\$ 6,361.00	\$ 2,346.19	\$ -	\$ 22,004.44	\$ 21,489	\$ -	\$ 19,143	89.08%
32 - MUNICIPALITIES FIGHT ADDICTION FUND	\$ 72,314.02	\$ -	\$ 6,052.56	\$ -	\$ -	\$ 78,366.58	\$ 70,415	\$ -	\$ 70,415	100.00%
43 - BOND & INTEREST FUND	\$ 140,415.03	\$ -	\$ 2,366,892.32	\$ 1,946,455.00	\$ -	\$ 560,852.35	\$ 2,556,325	\$ -	\$ 609,870	23.86%
44 - HEALTHCARE SALES TAX FUND	\$ -	\$ -	\$ 2,103,596.09	\$ 2,103,596.09	\$ -	\$ -	\$ 2,600,000	\$ -	\$ 496,404	19.09%
45 - UNPLEDGED HEALTHCARE SALES TAX FUND	\$ 130,211.68	\$ -	\$ 91,880.56	\$ 117,053.04	\$ -	\$ 105,039.20	\$ 250,003	\$ -	\$ 132,950	53.18%
53 - MUNICIPAL COURT FUND	\$ 11,206.93	\$ 13,979.42	\$ 2,772.49	\$ -	\$ 13,198.29	\$ 13,198.29	Not a Budgeted Fund	\$ -		
54 - EQUIPMENT RESERVE FUND	\$ 184,746.02	\$ -	\$ -	\$ -	\$ -	\$ 184,746.02	Not a Budgeted Fund	\$ -		
57 - CID SALES TAX FUND	\$ 6,063.59	\$ -	\$ 63,107.69	\$ 63,107.69	\$ (6,063.59)	\$ -	\$ 85,000	\$ -	\$ 21,892	25.76%
68 - CAPITAL IMPROVEMENT FUND	\$ 1,263,551.44	\$ -	\$ 41,269.83	\$ 52,929.50	\$ (14,000.00)	\$ 1,237,891.77	Not a Budgeted Fund	\$ 9,320.00		
TOTALS	\$ 18,634,378.92	\$ 1,278,523.57	\$ 27,685,489.43	\$ 23,628,461.52	\$ (1,670,959.16)	\$ 19,741,924.10	\$ 40,750,547.00			

INDEBTEDNESS:

2019 PBC	\$ 10,135,000
GO 2020 REFUNDING & IMPROVEMENT BOND	\$ 14,095,000
GO 2022 TAXABLE STROTHER FIELD	\$ 3,800,000
GO 2023 TAXABLE LAND PURCHASE	\$ 490,000
2023 WWTP SRF LOAN	\$ 8,443,667
2024 STROTHER FIELD SRF LOAN (1st PMT 2/1/2027)	\$ 421,887
2025 FERRARA TENGINE	\$ 1,034,521
2019 FERRARA PUMPER TRUCK LEASE	\$ 206,225
2024 BACKHOE	\$ 114,630
2025 PIPE FUSION MACHINE	\$ 83,079
2025 SKID STEER	\$ 59,478
TOTAL	\$ 38,883,486

Note: Information is Unaudited