

# City of Arkansas City

### **CITY COMMISSION MEETING AGENDA**

#### Tuesday, November 15, 2022 at 5:30 PM – 118 W Central Ave, Arkansas City, KS

Please join my meeting from your computer, tablet or smartphone. <u>https://meet.goto.com/539024805</u>

> You can also dial in using your phone. United States: +1 (872) 240-3412 - One-touch: tel:+18722403412,,539024805# Access Code: 539-024-805

#### 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

#### III. Awards and Proclamations

1. Lifesaving award presented to Mike Yzquierdo, Cori Tuxhorn and Travis Stroud from the Arkansas City Police Department and Dan Dedrick, Lt. Joshua Bowker, Will Hankins AEMT from the Arkansas City Fire Department.

#### IV. Comments from the Audience for Items Not on the Agenda

Per the Kansas Open Meetings Act, the City Commission is not required to entertain any comments from the public during any meeting.

The following rules **must** be strictly adhered to by all citizens wishing to speak during a virtual/hybrid meeting,

- whether they are on the agenda or recognized by the Mayor during the meeting itself: - Each speaker will state his or her name and address before making any comments.
- Each speaker will have three (3) minutes to present his or her comments.
- Comments or questions will be directed only to the City Commission.

- Debate or argument between parties in the audience will not be allowed. "Logged in" citizens will remain

- muted during the meeting, unless recognized and called upon specifically by the Mayor.
- Repeated reiterations by speakers will not be allowed.
- Violations of comment procedure will result in being directed to cease speaking or being muted.

#### V. Consent Agenda (Voice Vote)

Note: All matters listed below on the Consent Agenda are considered under one motion and enacted by one motion. There should be no separate discussion. If such discussion is desired, any item may be removed from the Consent Agenda and then considered separately under Section VII: New Business.

<u>1.</u> Approve the November 1 2022, regular meeting minutes as written.

#### VI. New Business

#### Ordinances for Consideration

<u>1.</u> Consider first reading of an Ordinance adopting the budgeted pay plan to become effective November 19, 2022. *(Roll Call Vote)* 

#### **Resolutions for Consideration**

<u>1.</u> Consider a Resolution authorizing the City of Arkansas City to execute a renewed professional services agreement with Larry R. Schwartz as city attorney. *(Voice Vote)* 

2. Consider a Resolution authorizing the City of Arkansas City to enter into a Memorandum of Understanding (MOU) with Kaw Nation, to provide mutual aid to each other in an event of an emergency within each other's range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available. (Voice Vote)

#### Other Items for Consideration

- 1. Approve the Employee dental insurance for 2023 plan year. (Voice Vote)
- 2. Approve the Employee health insurance for 2023 plan year. (Voice Vote)

#### VII. Staff Report Presentations

City Manager's Report on Upcoming Activities

#### **Department Reports**

1. Neighborhood Services - Update on 822 S. 1st Street, Arkansas City, KS.

#### **VIII. Communications and Reports**

1. October 2022 Financial Summary

#### IX. Adjournment



# **City Commission Agenda Item**

Meeting Date:November 15, 2022From:Lesley Shook, City ClerkItem:Approve November 1, 2022 Regular Meeting Minutes

**Purpose:** Consent Agenda Item: Approve the November 1 2022, regular meeting minutes as written.

#### **Background:**

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

#### **Commission Options:**

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

#### Approved for Agenda by:

Randy Frazer, City Manager



### City of Arkansas City CITY COMMISSION MEETING MINUTES

### Tuesday, November 01, 2022 at 5:30 PM – 118 W Central Ave, Arkansas City, KS

### **Routine Business**

1. Roll Call

#### PRESENT

Commissioner Charles Jennings Commissioner Diana Spielman Commissioner Jay Warren Mayor Kanyon Gingher **ABSENT** Commissioner Scott Rogers

Also present: City Manager Randy Frazer, City Attorney Larry Schwartz, Police Chief Eric Burr, City Clerk Lesley Shook, Deputy City Clerk Tiffany Parsons, Communications Director Shana Adkisson, Environmental Services Superintendent Rod Philo, Building Official Mike Bellis, Wastewater Treatment Facility Supervisor Tommy Bowman, and Spencer Stover Wastewater Treatment Facility Operator.

- 2. The opening prayer was led by City Attorney, Larry Schwartz and the pledge of allegiance was led by Mayor Kanyon Gingher.
- 3. There were no additions or deletions to the agenda.
- 4. Approval of the Agenda

Motion made by Commissioner Spielman, Seconded by Commissioner Warren to approve the agenda as written.

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

### **Recognition of Visitors**

- Environmental Services Superintendent Philo Rod Philo recognized Spencer Stover for successfully obtaining a Class III Wastewater Treatment Facility Operator Certification. He stated the next step in the classification process is a class IV, which is the highest you can obtain.
- > Mayor Gingher recognized all the city workers who made Arkalalah festival successful.
- Commissioner Warren thanked the Arkansas City Police Department for quick action in making an arrest in the counterfeit money case. Several organizations during Arkalalah were victims.

### **Consent Agenda**

Note: All matters listed below on the Consent Agenda are considered under one motion and enacted by one motion. There should be no separate discussion. If such discussion is desired, any item may be removed from the Consent Agenda and then considered separately under Section VII: New Business.

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

1. Consent Agenda Item: Approve the October 18, 2022, regular meeting minutes as written.

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

#### **New Business**

#### Other Items for Consideration

1. City Clerk Shook presented for consideration accepting title to the Goff Industrial Park Detention Pond. City Manager Frazer stated the detention pond is 5.11 acres and it handles all the stormwater runoff in Goff Industrial Park. The city currently maintains the property.

Motion made by Commissioner Warren, Seconded by Commissioner Jennings to accept title to the Goff Industrial Park Detention Pond.

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

 City Clerk Shook presented for approval a request from Shelley Robertson, One Margarita Express LLC, to waive the age restriction at the Agri-Business building during the Cowley Market event on November 19, 2022.

Following discussion, motion was made by Commissioner Warren to approve a request from Shelley Robertson, One Margarita Express LLC, to waive the age restriction at the Agri-Business building during the Cowley Market event on November 19, 2022. The motion died for lack of a second. Mayor Gingher declared the motion failed.

At this point in the meeting, Mayor Gingher allowed Mr. Robert Nicholas, 822 S. 1<sup>st</sup> Street to address the commission regarding his structure at 822 S. 1st that was declared a dangerous structure back in September. He is requesting additional time to repair. Building Official Bellis stated the time to repair has passed. It was a consensus of the commission to allow two additional weeks if Mr. Nicholas completes the following tasks.

1. He must get the requested papers signed tomorrow 11/2 and materials inspected on property.

2. He must get done any and all OSB that is rotted replaced and inspected, house wrap completed, and rubbish hauled off. Building Official Bellis is to report any deviations from this plan to the city manager. If nothing is done, the commission will not entertain another request.

5

### **Staff Report Presentations**

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

- Child Care for Business lunchone sponsored by Workforce Development center noon 1 on Thursday, November 3<sup>rd</sup>.
- Chamber biannual meeting at Ark City Golf and Fitness 10-noon on Sunday November 13<sup>th</sup>
- Invitation to Local Elected Official reception at Wichita Chamber downtown Wichita. Commissioners interested need to let the city manager know.
- Joint venture at Wastewater Treatment facility November 17<sup>th</sup> meeting. There will be an update on the project and budget. Currently running under budget and on time.
- > Ricky Hayes and Robin O'Grady currently in town to review sites for multifamily housing.

### <u>Adjournment</u>

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

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

#### THE CITY OF ARKANSAS CITY BOARD OF CITY COMMISSIONERS

Kanyon Gingher, Mayor

ATTEST:

Lesley Shook, City Clerk

Prepared by:

Lesley Shook, City Clerk

# **City Commission Agenda Item**



Meeting Date:November 15, 2022From:Human Resources DivisionItem:November 19, 2022, Pay Ordinance

<u>Purpose:</u> Consider first reading of an Ordinance adopting the budgeted pay plan to become effective November 19, 2022. (Roll Call Vote)

#### Background:

- 1. Create Firefighter/Paramedic PT position.
- 2. Remove Paramedic FT position.
- 3. Commission Options:
- 1. Approve Pay Ordinance Effective November 19, 2022.
- 2. Disapprove Pay Ordinance Effective November 19, 2022.

#### Fiscal Impact:

Amount: Estimated additional annual cost approximately \$0.00

Fund: 01 (General)

Department: 310 (Fire/EMS Department) Expense Code: 5100 (Salaries)

Included in budget

Grant

Bonds

Other (explain) - No expectation of significant increased costs.

Attachments: Pay Ordinance documents.

Approved for Agenda by:

Randy Frazer, City Manager

#### ORDINANCE NO. 2022-11-

# AN ORDINANCE FIXING THE COMPENSATION OF EMPLOYEES OF THE CITY OF ARKANSAS CITY, KANSAS, PURSUANT TO THE PROVISION OF K.S.A. 14-1501 *ET SEQ*., AND REPEALING ORDINANCE NO. 2022-10-4566.

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby adopts the City Master Wage Plan, attached hereto and incorporated by reference as if fully set forth herein. All such officers and employees of said City shall be paid respectively the amount set opposite the range set forth, in accordance with the City Budget for such purposes. All officers and employees shall be compensated from the several funds appropriated therefore, and shall be paid at such time and for such periods as the City Manager may direct, and further approval by the Governing Body for the payment of salaries and wages as authorized is not deemed necessary provided that pay period and time for payment of appropriate salaries shall be on a biweekly basis.

**SECTION TWO:** Overtime rate, longevity pay, and other pay incentives for employees shall be determined and specified in accordance with personnel policies in effect, and herein adopted by reference and incorporated as fully set forth herein. All compensation provided for in the City of Arkansas City Master Wage Plan shall be paid on warrants duly drawn according to law.

**SECTION THREE:** The Governing Body of the City of Arkansas City, Kansas, hereby repeals all provisions of Ordinance No. 2022-10-4566.

**SECTION FOUR:** The City Clerk of the City of Arkansas City, Kansas, shall cause this Ordinance, or a summary thereof, to be published one time in the official City newspaper and said Ordinance shall be in effect November 19, 2022.

**PASSED AND ORDAINED** by the Governing Body of the City of Arkansas City, Kansas, on this 2nd day of August, 2022.

(Seal)

Kanyon Gingher, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

#### CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Ordinance No. 2022-10-\_\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on November 15, 2022, as the same appears of record in my office.

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

CITY OF ARKANSAS CITY M	٩S	TER WAGE PLAN				
ADOPTED BY THE GOV	EF	RNING BODY				
OF THE CITY OF ARK	A	NSAS CITY				
ON NOVEMBER 15, 2022 TO BE EFFE	C	TIVE NOVEMBER 19, 2022				
epartment Police Department						

	ON		MBER	15, 2022	2 TO BE EFF
City Man	ager Departme	nt			
Position	Range	MIN	MID	мах	Minimum Annual
City Manager**	nange			tract	7411441
ity Attorney			Cont	tract	
Aunicipal Court Judge			Cont	tract	
Finance Director/Treasurer**					
Human Resources Director**	CM23	\$30.52	\$39.35	\$48.17	\$63,481.6
Building Official**					
Information Technology (IT) Manager**	CM20	\$26.36	\$34.05	\$41.75	\$54,828.80
Municipal Project Manager**					
Communications Director**	CM18	\$23.90	\$30.93	\$37.96	\$49,712.00
	CM17	\$22.76	\$29.48	\$36.20	\$47,340.80
City Clerk					
Accountant	CM16	\$21.68	\$28.10	\$34.52	\$45,094.40
Principal Planner	CM10	\$16.18	\$21.10	\$26.03	\$33,654.40
Combination Inspector					
Administrative Assistant					
Customer Service Specialist	CM8	\$14.67	\$19.19	\$23.71	\$30,513.60
Deputy City Clerk					
Human Resources Assistant	CM6	\$13.31	\$17.46	\$21.61	\$27,684.80
Animal Control/Nuisance Abatement Officer	CIVIO	\$15.51	\$17.40	\$21.01	\$27,004.00
<b>Fassive and a</b>					
	Il Services Depa				Minimum
Position	Range ES26	MIN \$35.33	MID \$45.47	MAX \$55.61	Annual \$73,486.40
invironmental Services Superintendent**	E320	\$55.55	Ş45.47	\$55.01	\$75,460.40
Nastewater Treatment Plant Supervisor	ES16	\$21.68	\$28.10	\$34.52	\$45,094.4
Nater Distribution & Collection Supervisor	2310	\$21.00	\$20.10	Ş34.52	\$45,054.40
Nater Treatment Facility Supervisor	FC12	¢17.00	¢22.21	¢20.50	¢27.096.40
Distribution & Collection Maintenance Worker III	ES12	\$17.83	\$23.21	\$28.59	\$37,086.40
Nastewater Treatment Plant Operator	ES10	\$16.18	\$21.10	\$26.03	\$33,654.40
Nater Treatment Facility Operator	500	645.40	620.42	624.02	¢22.022.02
Distribution & Collection Maintenance Worker II	ES9	\$15.40	\$20.12	\$24.83	\$32,032.00
Distribution & Collection Maintenance Worker I	ES7	\$13.97	\$18.30	\$22.63	\$29,057.60
Meter Technician	ES6	\$13.31	\$17.46	\$21.61	\$27,684.80
Femporary/Seasonal Hydrant Flusher	ES1	\$10.43	\$13.79	\$17.16	\$21,694.40
					<u> </u>
Fire/EN	<b>MS Department</b>			[	Minimum
Position	Range	MIN	MID	MAX	Annual
Fire/Emergency Medical Services (EMS) Chief**	FD26	\$35.33	\$45.47	\$55.61	\$73,486.40
Division Chief of EMS**				4	
Division Chief of Fire Prevention**	FD19	\$25.10	\$32.45	\$39.81	\$52,208.00
Division Chief of Training**					
Administrative Assistant	FD8	\$14.67	\$19.19	\$23.71	\$30,513.60
ire/Emergency Medical Services (EMS) Captain*	FD1700	\$17.88	\$23.28	\$28.67	\$52,209.60
Fire/Emergency Medical Services (EMS) Lieutenant*	FD1600	\$17.03	\$22.19	\$27.35	\$49,727.60
Engineer/Paramedic*	FD1500	\$16.23	\$21.17	\$26.10	\$47,391.60
Firefighter/Paramedic*	FD1400	\$15.45	\$20.19	\$24.92	\$45,114.00
Firefighter/Paramedic - PT					Varies
			440.0.	400 75	1

\$23.77

\$22.69

\$21.66

20.67

\$19.24

\$18.36

\$17.51

16.69

FD1300 \$14.71

FD1200

FD1100

FD1000

\$14.02

\$13.35

12.71

Paramedic - PT

Engineer/Advanced Emergency Medical Technician (AEMT)\* Engineer/Emergency Medical Technician (EMT)\*

Firefighter/Advanced Emergency Medical Technician (AEMT)\*

Firefighter/Emergency Medical Technician (EMT)\*

Firefighter/Emergency Medical Technician (EMT) - PT

BE EFFE	CTIVE NOVEMBER 19, 2022					
	Police De	partmer	ıt			
linimum Annual	Position	Range	MIN	MID	МАХ	Minimum Annual
	Police Chief**	PD26	\$35.33	\$45.47	\$55.61	\$73,486.40
	Police Captain**	PD20	\$26.36	\$34.05	\$41.75	\$54,828.80
	Lieutenant Detective	PD17	\$22.76	\$29.48	\$36.20	\$47,340.80
\$63,481.60	Police Lieutenant	101/	ŞEL. YU	\$25.10	\$50.20	<i>Q II JS</i> Ioloc
,00,102.00	Police Sergeant	PD15	\$20.65	\$26.79	\$32.93	\$42,952.00
\$54,828.80	Sergeant Detective	1010	\$20.05	<i>\$20175</i>	<b>\$52.55</b>	\$ 12,552.100
Ş54,020.00	Master Police Officer (MPO)	PD13	\$18.73	\$24.35	\$29.97	\$38,958.40
\$49,712.00	Emergency Management Coordinator	PD12	\$17.83	\$23.21	\$28.59	Varie
34 <i>3,1</i> 12.00	Police Officer	FDIZ	Ş17.85	<i>\$</i> 23.21	\$20.35	\$37,086.40
\$47,340.80	Administrative Assistant					
A 15 00 1 10	Public Service Officer (PSO)	PD8	\$14.67	\$19.19	\$23.71	\$30,513.60
\$45,094.40	Records Specialist	1				
\$33,654.40	Clerk	PD1	\$10.43	\$13.79	\$17.16	\$21,694.40
	Public Services	s Depart	ment			
\$30,513.60	Position	Range	MIN	MID	МАХ	Minimum Annual
	Public Services Superintendent**	PS26	\$35.33	\$45.47	\$55.61	\$73,486.40
\$27,684.80	Director of Senior Services					
	Parks & Facilities Supervisor Sanitation Supervisor	PS13	\$18.73	\$24.35	\$29.97	\$38,958.40
inimum		1				
Annual \$73,486.40	Street & Stormwater Supervisor					
,	Parks & Facilities Lead	PS11	\$16.98	\$22.13	\$27.28	\$35,318.40
\$45,094.40	Street & Stormwater Maintenance Worker III	PS10	\$16.18	\$21.10	\$26.03	\$33,654.40
	Sexton				+=====	+,
\$37,086.40	Sanitation Driver	PS9	\$15.40	\$20.12	\$24.83	\$32,032.00
	Street & Stormwater Maintenance Worker II	PS8	\$14.67	\$19.19	\$23.71	\$30,513.60
\$33,654.40	Administrative Assistant					
\$32,032.00	Parks & Facilities Maintenance Worker	PS7	\$13.97	\$18.30	\$22.63	\$29,057.60
\$29,057.60	Street & Stormwater Maintenance Worker I	PS6	\$13.31	\$17.46	\$21.61	\$27,684.80
\$27,684.80	Sanitation Collector	F 30	Ş15.51	\$17.40	Ş21.01	\$27,004.00
\$21,694.40	Head Cook	PS4	\$12.07	\$15.88	\$19.69	\$25,105.60
\$21,094.40	Horticulturalist					
	Cook/Driver	PS3	\$11.49	\$15.14	\$18.80	\$23,899.20
linimum	Director of Northwest Community Center & Hogan					
Annual	Temporary/Seasonal Grounds Maintenance Worker	-	£40.42	642 70	647.46	Mada
\$73,486.40	Temporary/Seasonal Horticulturalist	PS1	\$10.43	\$13.79	\$17.16	Varie
	Burn Pit Attendant					
\$52,208.00						
\$30,513.60	*Positions working 2920 hours annually					
\$52,209.60	**Positions Salaried, Exempt					
\$49,727.60						
\$47,391.60						
\$45,114.00						
Varies						
Varies						
\$40,938.40						
¢30.003.00						
\$38,982.00						
\$37,113.20						
Varies						

# Arkunsas Firkunsas City

# **City Commission Agenda Item**

Meeting Date:	November 15, 2022
From:	Randy Frazer, City Manager
Item:	Renewed City Attorney Professional Services Agreement

# **Purpose:** Consider a Resolution authorizing the City of Arkansas City to execute a renewed professional services agreement with Larry R. Schwartz as city attorney. **(Voice Vote)**

#### **Background:**

Larry has done a good job of providing quality and responsive legal services and the current agreement seems to be working well for all parties. The only change in the agreement is to increase the monthly compensation \$70.00 per month. With this change the city will pay the city attorney \$3,570.00 per month to perform up to 30 hours of civil legal services per month, all other terms remain the same.

#### Commission Options:

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

#### Fiscal Impact:

Amount: \$3,570.00 per month

Fund: 01-General Department: 205-Legal Expense Code: 6210-Legal Services

Included in budget

Grant

Bonds Other (explain)

Attachments:

Approved for Agenda by:

Randy Frazer, City Manager

#### RESOLUTION NO. 2022-11-

## A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO EXECUTE A RENEWED PROFESSIONAL SERVICES AGREEMENT WITH LARRY R. SCHWARTZ AS CITY ATTORNEY.

**WHEREAS**, Larry R. Schwartz was appointed on September 10, 2019 as interim City Attorney to fill the vacant position created when the previous city attorney resigned, and the current contract for same expires on December 31, 2022; and

**WHEREAS**, in holding the position since 2019, Mr. Schwartz has properly and efficiently provided the City with legal counsel; and

**WHEREAS**, the City of Arkansas City desires to continue to retain Mr. Schwartz for the services pursuant to a renewed Professional Services Agreement.

#### 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 Larry R. Schwartz as City Attorney. 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 15<sup>th</sup> day of November, 2022.

Kanyon Gingher, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

#### CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-11 \_\_\_\_\_\_ of the City of Arkansas City, Kansas adopted by the governing body on November 15, 2022 as the same appears of record in my office.

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

Lesley Shook, City Clerk

#### **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into this <u>day of November 2022</u>, by and between:

#### THE CITY OF ARKANSAS CITY, KANSAS

a Municipal Corporation, herein referred to as "**City**", and

#### Larry R. Schwartz

#### herein referred to as "City Attorney".

**PURPOSE:** The purpose of this Agreement is to set out the terms and conditions by which the City Attorney shall perform such duties as may be required for the smooth and efficient functioning of the Arkansas City Municipal operations, and to provide a basis for compensation for such services.

# NOW, THEREFORE, THE CITY AND CITY ATTORNEY AGREE AS FOLLOWS:

1. <u>Appointment.</u> The City does hereby appoint Larry R. Schwartz as City Attorney for the City of Arkansas City, Kansas, on the date first above written. As such, he shall have full authority and responsibility to act on the City's behalf as required or provided in the City Code, State Statute, or applicable law, or as hereinafter provided.

2. <u>Duties and Responsibilities.</u> The City delegates to the City Attorney the duties set out in Kansas statute, Municipal Code, and other duties as may be necessary. With written permission of the City Manager, City Attorney may refer matters to outside counsel for consultation, such as if City Attorney has a conflict in a case, or if the matter requires special knowledge or expertise outside of City Attorney's experience. In such a case, City shall be responsible for negotiating payment terms and conditions.

**3.** <u>Facilities, Staffing.</u> The City Attorney will provide the necessary equipment, and/or reference materials, essential to the operations during all municipal meetings and municipal court, starting as set forth below.

4. <u>Compensation</u>. For the purposes of compensation, the City Attorney shall be considered an independent contractor of whom less than 1,000 hours per year is required. In exchange for the services to be provided, the City Attorney shall be compensated as follows:

a. The City shall pay City Attorney \$3,570 to perform civil legal services, up to 30 hours per month, which shall include providing general legal opinions and general counsel to the City Commission, City Manager, City Staff, Advisory Boards, and Strother Field Commission; attend Commission meetings, meetings of advisory boards, Strother Field Commission, or other meetings,

when so directed. The City Manager has discretion to direct the City Attorney to attend only specific meetings of the Commission and City staff when legal services and opinions are required.

- b. The City Attorney shall also draft legislation for consideration by the City Commission as requested by the majority of the City Commission, City Manager or City Clerk; and to perform other legal duties and assignments as requested or authorized by the City Manager and/or majority of the City Commission, including, but not limited to, review and analysis of case law and statutes; drafting legal memoranda, contracts, and correspondence; telephone conferences and office conferences on city-related matters; and other tasks completed on behalf of the City. City Attorney shall be required to submit itemized invoices detailing the work performed for civil matters. Any hours above 30 per month must be approved in advance by the City Manager and shall be paid at the rate of \$135 per hour, billed in 1/10 hour increments.
- c. Compensation listed above shall be increased annually in an amount equal to a minimum of the budgeted Cost of Living Adjustment for all City employees, if any. The City Manager may award, in his or her sole discretion, an additional merit increase as budgeted by the City Commission, based on performance.
- d. The parties hereto specifically acknowledge that this is a Professional Services Agreement and the relationship is that of an independent contractor and not an employee of the City of Arkansas City.
- e. Upon approval by the City Manager, the City Attorney may attend state and/or national seminars pertaining to Municipal law which are beneficial to the City. The City shall pay expenses incurred in attending such seminars in accordance with standard City policy and appropriations.
- f. The City shall pay required dues to appropriate state and/or national associations for the City Attorney, including but not limited to the City Attorney Association of Kansas and the International Municipal Lawyers Association.

6. <u>Term and Termination.</u> This Agreement shall be for a term of one (1) year, from and after the date of execution of this agreement. Either party hereto may terminate this Agreement upon 90 days written notice to the other party. Unless either party notifies the other party in writing a minimum of 90 days prior to January 1 of any year, this term shall automatically extend for 12 months on January 1 of each year, starting January 1, 2023.

7. <u>Sole Agreement, Severable Provisions.</u> This Agreement shall constitute the entire Agreement between the City and the Attorney. If any provision or any portion hereof shall be held to be unconstitutional, invalid, or unenforceable by a Court of competent jurisdiction, it shall be severed from this Agreement and the remainder of the Agreement shall remain intact

and in force. This Agreement shall be interpreted and governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures and bound themselves, their heirs, successors and assigns to the faithful performances of the covenants hereinabove written effective on the date first above written.

November\_\_\_\_\_, 2022, to be effective on the date set forth above.

#### THE CITY OF ARKANSAS CITY, KANSAS

By \_\_\_\_\_

Randy Frazer, City Manager

#### **CITY ATTORNEY**

By \_\_\_\_\_\_ Larry R. Schwartz, City Attorney

# Arkansas Firkansas City

## **City Commission Agenda Item**

Meeting Date:	November 15, 2022
From:	Chris Ledeker, Fire Chief
ltem:	Memorandum of Understanding for Mutual Aid

**Purpose:** Consider a Resolution authorizing the City of Arkansas City to enter into a Memorandum of Understanding (MOU) with Kaw Nation, to provide mutual aid to each other in an event of an emergency within each other's range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available. **(Voice Vote)** 

#### Background:

Due to staffing concerns within the department, it is standard practice to request resources from outside entities to help in emergency response and mitigation. It is common to have mutual aid agreements in place with neighboring Fire and EMS departments.

Having a mutual aid agreement with Kaw Nation allows both entities to cross jurisdictional boundaries to provide necessary apparatus, equipment, and personnel when a local emergency exceed local resources.

#### **Commission Options:**

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

#### Fiscal Impact:

Amount: None

Fund:

Department:

Grant

Bonds XOther (explain)

This is not a budgeted item, however we have the funds to purchase these items.

**Expense Code:** 

Approved for Agenda by:

Included in budget

Randy Frazer, City Manager

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH KAW NATION, TO PROVIDE MUTUAL AID TO EACH OTHER IN AN EVENT OF AN EMERGENCY WITHIN EACH OTHER'S RANGE OF RESOURCE CAPABILITIES INCLUDING FIRE AND EMS APPARATUS, EQUIPMENT, AND MANPOWER, AS REQUESTED AND AVAILABLE.

## 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 hereby authorizes the City of Arkansas City to enter into a Memorandum of Understanding (MOU) with Kaw Nation, to provide mutual aid to each other in an event of an emergency within each other's range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available. Such Memorandum of Understanding is attached hereto and incorporated by reference as if fully set forth 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 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 15<sup>th</sup> day of November, 2022.

(Seal)

Kanyon Gingher, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

#### CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-11-\_\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on November 15, 2022. as the same appears of record in my office.

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

Lesley Shook, City Clerk

#### MEMORANDUM OF UNDERSTANDING TO PROVIDE MUTUAL AID

#### Kaw Nation And Arkansas City, KS

Whereas, the Kaw Nation Emergency Management is charged with the duties of emergency management for the Kaw Nation of Oklahoma and Kansas.

Whereas, the Arkansas City Emergency Management and Arkansas City Fire and EMS Department is charged with the duties of emergency services in the City of Arkansas City and surrounding areas.

Whereas, the Kaw Nation and City of Arkansas City each have several capabilities in which in the event of an emergency we are available to support each other.

Therefore, be it resolved that the Kaw Nation and the City of Arkansas City will respond to aid one another in the event of an emergency within our range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available.

Whereas, the City of Arkansas City has full support of the Kaw Nation for emergency service personnel and equipment to operate on and within all Kaw Nation properties during the duration of emergency.

Whereas, it is understood that any mutual aid and/or automatic aid agreements held by either the Kaw Nation or the City of Arkansas City will be acknowledged and honored during the duration of the emergency.

Whereas, this agreement is non-expiratory unless one party wishes to dissolve the agreement, all parties must be notified in writing thirty days prior to the dissolution of this agreement. This agreement will be reviewed annually to ensure all information is current and correct.

 Chair of the Kaw Nation
 Mayor or City Official of Arkansas City
 Kaw Nation Emergency Management Director
 Arkansas City Emergency Management Director
 Arkansas City Fire Chief

11/02/2022



# **City Commission Agenda Item**

Meeting Date:	November 15, 2022
From:	Human Resources Division
Item:	2023 Employee Dental Insurance

**Purpose:** Approve the Employee dental insurance for 2023 plan year. (Voice Vote)

#### Background:

Delta Dental of Kansas has provided a renewal quote for the 2023 plan year. The dental plan is a self-funded plan. The City of Arkansas City pays a monthly administrative fee per enrollee for administrative services. Additionally, the City pays any claims up to **\$1,500.00** per member and dependent(s), per year.

The cost for administrative services per enrollee, per month, will increase from **\$5.40** (2022 Plan Year) to **\$5.50** (2023 Plan Year) per member, per month. This is an increase of approximately **\$120** per year. Delta Dental of Kansas has suggested an increase in funding levels for the 2023 plan year. The suggested funding level is **\$94,370.71**. (Funding levels indicate the dollars the City *might* need to contribute toward claims.)

#### **Commission Options:**

1. Approve employee dental insurance renewal.

2. Disapprove employee dental insurance renewal.

3. Table for further consideration. *Fiscal Impact:* 

Amount: \$120

Fund: 01 (General), 15 (Stormwater), 16 (Water), 18 (Wastewater) and 19 (Sanitation)

Department: All Expense Code: 5112 (Medical and Dental Insurance)

Sincluded in budget Grant Bonds Other (explain)

Attachments:

Delta Dental of Kansas renewal documents.

Approved for Agenda by:

Randy Frazer, City Manager

Section, Item 1.

DeltaDentalKS.com

August 17, 2022

MARLA MCFARLAND CITY OF ARKANSAS CITY PO BOX 778 ARKANSAS CITY KS 67005-0778

#### RE: Renewal of Group Dental Contract Group #90904

Dear Marla Mcfarland:

Your contract with Delta Dental of Kansas will renew on **January 1**, 2023. It is our pleasure to serve you and your employees again and we are committed to our continued partnership.

Our goal is to provide the highest level of service and administration at a competitive price. This letter serves as a courtesy to inform you that there will be an increase in your administrative rate of \$5.40 per subscriber per month to \$5.50 per subscriber per month for this next policy year, January 1, 2023 through December 31, 2023.

<b>Current Admin Rate:</b>	New Admin Rate:
\$5.40	\$5.50

Enclosed is a policy endorsement to indicate your acceptance of this renewal. If options are provided, please initial the box next to your preferred option, then sign and return the endorsement via fax to (913) 381-8312, or email to marketing@deltadentalks.com. This endorsement must be returned by <u>December 1, 2022</u> to ensure timely submission of your group's renewal. Please attach a signed copy of the endorsement to your current contract for your records. If the signed endorsement is not returned prior to your renewal date shown above, your group will be re-enrolled at current benefit levels with the new rates and any enhancements (if applicable) noted above.

I am pleased to lead your Account Management Team and am personally committed to providing you with service and account management excellence. You may reach me directly at (316) 462-3357 or by email at rsteiner@deltadentalks.com. We look forward to the continued opportunity to be of service to you and your employees.

Sincerely,

Rachel Steiner Small Group Account Executive

RS:rmh

Enclosure

cc: IMA INC

Delta Dental of Kansas - Wichita 1619 N. Waterfront Parkway P.O. Box 789769 Wichita, KS 67278-9769 316.264.8413 Delta Dental of Kansas - Leawood 11300 Tomahawk Creek Parkway Pinnacle Corporate Centre, Suite 350 Leawood, KS 66211 913.381.4928

### RENEWAL ADDENDUM FOR GROUP #90904

Attached to and forming a part of the Agreement To Provide Dental Care Benefits between **CITY OF ARKANSAS CITY** (plan #90904) and Delta Dental of Kansas, Inc.

It is agreed and understood that effective with the **January 1, 2023** renewal, Section VIII, Number 2 shall read:

Current Admin Rate: \$5.40 New Admin Rate: \$5.50

Please acknowledge acceptance of this renewal by signing below and returning the renewal confirmation by fax to (913) 381-8312 or by email to marketing@deltadentalks.com by **December 1, 2022.** 

**Printed Name** 

Date

Signature

Agent's Name

Delta Dental of Kansas, Inc.

Please assist us in updating our records by providing the name & email address of your group administrator.

Contact:

Email:

**WELLNESS CONNECTION** – As the dental benefits experts, we're here to help educate your employees on the importance of good oral health. Visit the **Wellness Connection** on our website, www.deltadentalks.com, to download easy-to-use wellness materials.

#### CONFIDENTIAL

### City of Arkansas City (90904) Suggested Funding Levels\*\*\* Based on July 2021 through June 2022 History

						Suggested	
Month	Year	Claims		Revenue	94,770.75	2023	Enrollment
July	2021	6,534.32		Employee	15,004.67	35.56	422
August	2021	6,746.40		Emp+Sp	14,652.33	68.79	213
September	2021	4,787.20		Emp+Ch	7,921.38	69.49	114
October	2021	8,480.00		Family	57,192.36	115.77	494
November	2021	4,752.20		Expenses	94,370.71		
December	2021	5,030.60	*	Admin Fee	6,836.50	5.50	1,243
January	2022	6,351.40		Claims	80,208.25		
February	2022	8,596.63		Trend	7,325.96		
March	2022	9,269.70	**	Net Gain (Loss)	400.03		
April	2022	5,005.20					
May	2022	6,249.20		Loss Ratio	99.58%		
June	2022	8,405.40					
		80,208.25		Recommend:	7% Increase		

\*\$5.50 for 2023 (includes \$0.50 PEPM commission) \*\*Trend is calculated at 6% annually for 18 months\*

\*\*\* Suggested Funding Levels are recommendations only and not to be considered guaranteed amounts.

Prepared by Delta Dental of Kansas 9/29/2022

# **City Commission Agenda Item**



Meeting Date:November 15, 2022From:Human Resources DivisionItem:2023 Employee Health Insurance

**Purpose:** Approve the Employee health insurance for 2023 plan year. (Voice Vote)

**Background:** Blue Cross Blue Shield of Kansas has provided a renewal quote for the 2023 plan year. The increase will average approximately 3.5%. This increase will allow for the plan to remain the same (including continuation of Grandfather Status). *Please see attached documents.* 

We are proposing that the employer absorb the increase and employee contributions are not increased in Plan Year 2023. The approved budgeted amount for 2023 is 5%. Proposed employee contributions for the 2023 plan year are as follows:

	Employee Only	Employee + Child(ren)	Employee + Spouse	Employee + Family	
200/400	48.54	97.27	104.25	152.97	
deductible	40.54	57.27	104.25	152.97	
500/1000	35.55	71.21	76.34	112.01	
deductible	55.55	/1.21	70.54	112.01	
1000/2000	22.93	45.91	49.23	72.22	
deductible	22.95	45.51	43.23	12.22	

Please note: These contributions will be taken through payroll deduction on both the first and second paychecks of each month. These contributions are made on a pre-tax basis.

#### **Commission Options:**

- 1. Approve employee health insurance renewal.
- 2. Disapprove employee health insurance renewal.

#### Fiscal Impact:

Amount: Estimated additional annual cost approximately \$60,000. Estimated total annual cost approximately \$1,665,000.

Fund: 01 (General), 15 (Stormwater), 16 (Water), 18 (Wastewater) and 19 (Sanitation)

Department: All Expense Code: 5112 (Medical and Dental Insurance)

⊠Included in budget	Grant	Bonds	Other (explain)
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**<u>Attachments:</u>** Blue Cross Blue Shield of Kansas renewal documents.

#### Approved for Agenda by:

Section , Item 2.

Randy Frazer, City Manager

GROUP UTILIZATION REPORT

#### **EARLY FINAL**

Section , Item 2.

MPN:

1. Group Name: CITY OF ARKANSAS CITY

\*\*\* HCR Grandfathered: Y \*\*\*

		н	ealth/RX Contracts		
-	EMP	ECH	ESP	FAM	Total
Option A:	7	7	7	19	40
Option B:	17	2	5	17	41
Option C:	14	0	5	8	27
-	38	9	17	44	108

					ESTIMATED	RESERVES	POTENTIAL	REFUND	JND DIVISIBLE SURPL		
2.	Experience Period: 07/01/2021 - 06/30/2022					,566.91	N	0	50% Final	Refund	
	Renewal Period: 01/01/2023 - 12/31/2023										
		Administration	Estimated	Annual		Group Reserve	Desired Loss	Credibility			
3.	Factors	Expense	IBNR	Trend	Retention	Factor 5.0%	Ratio 84.24	Factor 50.0			
	A. Blue Cross	2.00%	15.0%	4.7 3.0	10.76% 10.76%	5.0%	84.24	50.0			
	B. Blue Shield	2.00%	9.0%	3.0	10.76%	5.078	04.24	00.0			
	C. Dental D. Drug	0.70%	2.0%	9.0	6.90%	5.0%	88.10	50.0			
	D. Didg									*****	
			****** HEALTH *******	-		******* DENTAL *****			Allowed Charges	Payments	
		Billed Charges	Allowed Charges	Payments	Billed Charges \$ 0.00	Allowed Charges \$ 0.00	Payments \$ 0.00	Billed Charges \$ 869,480,87	Allowed Charges \$ 422,367.94	\$ 377,878.38	
4.	Incurred & Paid Claims	\$ 2,555,366.21	\$ 999,893.46	\$ 865,861.20	\$ 0.00	\$ 0.00	\$ 0.00	\$ 009,400.07	ψ <del>4</del> 22,007.04	<i>ф 011,010.00</i>	
5.	Premium	Actual	Factor	Adjusted	Actual	Factor	Adjusted	Actual	Factor	Adjusted	
0.		\$ 1,165,131.30		\$ 1,240,701.95	\$ 0.00	AL PRIMA CONTRACT	\$ 0.00	\$ 510,128.69	1.060	\$ 540,786.03	
			_		E discolo d	Faster	Dreisstad	Estimated	Factor	Projected	
6.	Claims Expense	Estimated \$ 991,280.90	Trend Factor	Projected \$ 1,067,823.36	Estimated \$ 0.00	Factor	Projected \$ 0.00	\$ 388,451.66	1.148	\$ 446,036.51	
	(Integrated RX reported with Health)	\$ 991,200.90	1.077	\$ 1,007,020.00	φ 0.00		¢ 0.00				
7.	Projected Loss Ratio (Claims Expense/Premiun	n)		86.07%						82.48%	
8.	Current Monthly Premium			\$104,206.41			\$0.00			\$45,407.72	
9.	Current Monthly Premium Including Mental Hith	Vendor Admin		\$104,318.73			\$0.00			\$45,407.72	
	, ,										
10.	Credibility Computation	-		too coo 40			\$0.00			\$37,452.29	
	A. Monthly Premiums to Cover Anticipated Cla	ims Expense		\$89,690.46 50.00%			\$0.00			50.00%	
	B. Credibility Factor C. Sub-Total (A x B)			\$44,845.23			\$0.00			\$18,726.15	
	D. Current Monthly Premiums Trended w/o Ret	tention		\$92,760.85			\$0.00			\$44,004.62 50.00%	
	E. 1.00 Minus Credibility			50.00% \$46,380.43			\$0.00			\$22,002.31	
	F. Sub-Total (D x E)			\$40,500.45						,,	
	G. Needed Monthly Premiums w/o Retention (0	C+F)		\$91,225.66			\$0.00			\$40,728.46	
	H. Needed Monthly Premium with Retention	,		\$108,292.57					ata Adiustment Fost	\$46,229.81	
		E	Rate Adjustment Facto			Rate Adjustment Fac	tor \$0.00	<u>R</u>	ate Adjustment Facto Z.ZZZ	\$46,241.57	
	I. Final Monthly Premium		Z.ZZZ	\$108,427.42			φ <b>0.00</b>		fan i fansfacifar	\$10, <b>1</b> 1101	

J. Percent of Change

+3.9%

+1.8%

Composite RAF used to quote Non-Grandfathered Benefits 0.986

BlueCross BlueShield of Kansas

An Independent Licensee of the Blue Cross and Blue Shield Association

CLASSIFIED: CORPORATE

Section, Item 2.

GUR SUPPLEMENT	Master Policy Number:	Effective:	01/01/2023						
	Group Name:	CITY OF ARKANSAS CITY EARLY FINA		Meets Minimum	Value = Y				
CURRENT RATES			Health Drugs	<u>EMP</u> 460.95 198.48	<u>ECH</u> 932.95 388.08	<u>ESP</u> 989.84 426.72	<u>FAM</u> 1461.84 616.33	Rate Struct	ure Code = 4
			Total	659.43	1321.03	1416.56	2078.17		
RENEWAL RATES		Option A						Rate Adjustment Factor	Rate Method
HEALTH - Comprehensive Ma \$200/400 Ded, 80% Coins to \$1	ajor Medical - Blue Choice			478.24	969.06	1028.21	1519.03	Z.ZZZ	MERIT
Dependents to Age 26 Utilization Management Service				1.04	1.04	1.04	1.04		
Blue Choice Phys Med/Rehab Benefits Ride				·	·	<u> </u>	·`		
\$100 Emergency Room Copay				<u> </u>	0.00	0.00	0.00		
<b>OB Benefits Available All Fema</b>	les			<u> </u>	·	<u> </u>	·		
						4000 05	1520.07		
Total Health				479.28	970.10	1029.25	1520.07		
DRUGS BlueBx Card \$15/\$30/\$45 Con	av with Oral Contraceptives			202.12	395.21	434.56	627.65	Z.ZZZ	MERIT
Select Formulary - Maintenance	e List Included			<u> </u>	<u> </u>	<u> </u>	<u> </u>		
Dependents to Age 26 BlueRx Mail \$37.50/\$75.00/\$11	12.50 Copay with Oral Contracep	tives		·	`		`		
Generic Mandatory, Doctor Car Total Drugs	n Override, No Penalty for Brand	Drugs on NTI List		202.12	395.21	434.56	627.65		
	Rates subject to change due t	o 2023 benefit and retention changes	**	681.40	1365.31	1463.81	2147.72		
<b>Total Rate Adjustments</b>				21.97 +3.3%	44.28 +3.4%	47.25 +3.3%	69.55 +3.3%		
Percentage Increase/Decreas	se								
SIGNED BY: Plan Administrator Rep	presentative or Plan Sponsor Rep	DATE SIGNED:		EFFECTIVE DA	ATE:				
SIGNED BY:		EFFECTIVE DATE:							

BCBSKS Representative

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Section, Item 2.

GUR SUPPLEMENT	Master Policy Number:	07888		Grandfather Sta	Effective:	01/01/2023			
	Group Name:	CITY OF ARKANSAS CITY EARLY FINAL		Meets Minimum	Value = Y				
CURRENT RATES			Health Drugs	<u>EMP</u> 447.90 198.48	<u>ECH</u> 906.51 388.08	<u>ESP</u> 961.80 426.72	<u>FAM</u> 1420.41 616.33	Rate Structu	ire Code = 4
			Total	646.38	1294.59	1388.52	2036.74		
RENEWAL RATES		Option B						Rate Adjustment Factor	Rate Method
HEALTH - Comprehensive Major I \$500/1000 Ded, 80% Coins to \$100	Medical - Blue Choice 00/\$2000, \$25 OVC			463.57	939.33	996.67	1472.43	Z.ZZZ	MERIT
				1.04	1.04	1.04	1.04		
Blue Choice Phys Med/Rehab Benefits Rider				`	<u>`</u>	`	`		
\$100 Emergency Room Copay				0.00	0.00	0.00	0.00		
OB Benefits Available All Females				·	·	<u> </u>	·		
Telemedicine				464.61	940.37	997.71	1473.47		
Total Health				404.01	540.57	557.71	1470.47		
DRUGS				202.12	395.21	434.56	627.65	Z.777	MERIT
Select Formulary - Maintenance Lis	ith Oral Contraceptives			202.12		434.50		<i>L.LLL</i>	MERT
Dependents to Age 26 BlueRx Mail \$37.50/\$75.00/\$112.50	Copay with Oral Contracep	tives		`	`	`	;		
Generic Mandatory, Doctor Can Ov Total Drugs	erride, No Penalty for Brand	Drugs on NTI List		202.12	395.21	434.56	627.65		
Grand Total				666.73	1335.58	1432.27	2101.12		
Total Rate Adjustments **Rate Percentage Increase/Decrease	es subject to change due t	o 2023 benefit and retention changes**		20.35 +3.1%	40.99 +3.2%	43.75 +3.2%	64.38 +3.2%		
SIGNED BY: Plan Administrator Represe	ntative or Plan Sponsor Rep	DATE SIGNED:		EFFECTIVE DA	ATE:				
SIGNED BY: BCBSKS Represent	tative	DATE SIGNED:		EFFECTIVE DA	ATE:				

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G U R SUPPLEMENT	Master Policy Number:	07888		Grandfather Sta	Effective:	01/01/2023			
	Group Name:	CITY OF ARKANSAS CITY EARLY FI		Meets Minimum	Value = Y				
CURRENT RATES			Health Drugs	<u>EMP</u> 428.59 198.48	<u>ECH</u> 867.40 388.08	<u>ESP</u> 920.28 426.72	<u>FAM</u> 1359.08 616.33	Rate Struct	ure Code = 4
			Total	627.07	1255.48	1347.00	1975.41		
RENEWAL RATES		Option C						Rate Adjustment Factor	Rate Method
HEALTH - Comprehensive Major I \$1000/2000 Ded, 80% Coins to \$10 Dependents to Age 26 Utilization Management Services Blue Choice Phys Med/Rehab Benefits Rider \$100 Emergency Room Copay Home Social Work Visits/Hospice U OB Benefits Available All Females Autism Coverage Telemedicine Total Health	00/\$2000, \$25 OVC			445.59 1.04 	902.89 1.04  0.00  903.93	958.01 1.04  0.00  959.05	1415.33 1.04  0.00  1416.37	Z.ZZZ	. MERIT
DRUGS BlueRx Card \$15/\$30/\$45 Copay wi Select Formulary - Maintenance Lis Dependents to Age 26 BlueRx Mail \$37.50/\$75.00/\$112.50 Generic Mandatory, Doctor Can Ov Total Drugs Grand Total Total Rate Adjustments **Rate Percentage Increase/Decrease	t Included ) Copay with Oral Contracep erride, No Penalty for Brand	tives Drugs on NTI List o 2023 benefit and retention char		202.12   202.12 648.75 21.68 +3.5%	395.21  395.21 1299.14 43.66 +3.5%	434.56  434.56 1393.61 46.61 +3.5%	627.65  627.65 2044.02 68.61 +3.5%	2.222	2 MERIT

SIGNED BY: Plan Administrator Representative or Plan Sponsor Representati	DATE SIGNED:	EFFECTIVE DATE:
SIGNED BY: BCBSKS Representative	DATE SIGNED:	EFFECTIVE DATE:



#### CITY OF ARKANSAS CITY, KANSAS FINANCIAL SUMMARY Year-To-Date October 31, 2022

	Cash Summary									Budget Summary									
Fund	1/1/2022 Beginning Cash Balance					Receipts		Disbursements /		Change in Assets/Liabilities		10/31/2022 Ending Cash Balance		Budget		cumbrances	Budg Variar Favora nces (Unfavor		% Remaining (17%)
01 - GENERAL FUND	\$	2,379,778.27	\$	381,824.09	\$	8,925,301.60	\$	8,251,392.95	\$	(280,660.20)	\$	2,391,202.63	\$	11,711,410	\$	45,650.39	\$	3,414,367	29%
15 - STORMWATER FUND	\$	379,687.66	\$	-	\$	169,787.52	\$	155,073.07	\$	(13,936.41)	\$	380,465.70	\$	342,577	\$	-	\$	187,504	55%
16 - WATER FUND	\$	3,575,885.72	\$	449,230.86	\$	4,554,615.77	\$	3,313,037.67	\$	(537,262.03)	\$	3,830,970.93	\$	4,221,530	\$	235,149.53	\$	673,343	16%
18 - SEWER FUND	\$	4,775,741.79	\$	898,119.73	\$	7,193,689.23	\$	4,614,655.88	\$	(624,634.93)	\$	5,832,020.48	\$	15,112,810	\$	431,868.84	\$	10,066,285	67%
19 - SANITATION FUND	\$	1,501,256.38	\$	-	\$	1,360,031.44	\$	1,118,427.14	\$	(137,740.88)	\$	1,605,119.80	\$	1,620,877	\$	-	\$	502,450	31%
20 - SPECIAL RECREATION FUND	\$	35,912.64	\$	-	\$	11,081.94	\$	8,173.08	\$	-	\$	38,821.50	\$	42,214	\$	-	\$	34,041	81%
21 - SPECIAL STREET FUND	\$	905,451.09	\$	119,613.02	\$	846,082.28	\$	1,110,190.85	\$	(7,953.05)	\$	513,776.45	\$	1,991,000	\$	-	\$	880,809	44%
23 - TOURISM/CONVENTION FUND	\$	36,407.70	\$	-	\$	110,516.81	\$	98,702.23	\$	-	\$	48,222.28	\$	154,135	\$	-	\$	55,433	36%
26 - SPECIAL ALCOHOL FUND	\$	96,955.92	\$	-	\$	12,431.94	\$	24,948.54	\$	(2,731.38)	\$	81,707.94	\$	111,282	\$	-	\$	86,333	78%
27 - PUBLIC LIBRARY FUND	\$	-	\$	-	\$	390,527.28	\$	390,527.28	\$	-	\$	-	\$	401,700	\$	-	\$	11,173	3%
29 - SPECIAL LAW ENF TRUST FUND	\$	3,540.14	\$	-	\$	-	\$	-	\$	-	\$	3,540.14	Not	a Budgeted Fund					
31 - LAND BANK FUND	\$	8,786.30	\$	-	\$	-	\$	1,075.40	\$	-	\$	7,710.90	\$	4,486	\$	-	\$	3,411	76%
32 - MUNICIPALITIES FIGHT ADDICTION FUND	\$	-	\$	-	\$	2,852.63	\$	-	\$	-	\$	2,852.63	\$	-	\$	-	\$	-	
43 - BOND & INTEREST FUND	\$	113,107.52	\$	-	\$	6,508,039.54	\$	6,520,925.00	\$	-	\$	100,222.06	\$	2,166,025	\$	-	\$	(4,354,900)	-201%
44 - HEALTHCARE SALES TAX FUND	\$	-	\$	-	\$	1,743,551.52	\$	1,743,551.52	\$	-	\$	-	\$	1,939,000	\$	-	\$	195,448	10%
45 - UNPLEDGED HEALTHCARE SALES TAX FUND	\$	211,885.12	\$	-	\$	236,150.40	\$	399,000.00	\$	-	\$	49,035.52	\$	336,520	\$	-	\$	(62,480)	-19%
53 - MUNICIPAL COURT FUND	\$	13,979.42	\$	-	\$	-	\$	-	\$	18,800.32	\$	32,779.74	Not	a Budgeted Fund					
54 - EQUIPMENT RESERVE FUND	\$	200,946.02	\$	-	\$	-	\$	16,200.00	\$	-	\$	184,746.02	Not	a Budgeted Fund					
57 - CID SALES TAX FUND	\$	-	\$	-	\$	54,101.76	\$	54,101.76	\$	-	\$	-	\$	65,000	\$	-	\$	10,898	17%
68 - CAPITAL IMPROVEMENT FUND	\$	1,825,474.55	\$	-	\$	4,466,528.66	\$	3,069,266.38	\$	(45,922.01)	\$	3,176,814.82	Not	a Budgeted Fund					
TOTALS	<b>\$</b> 1	16,064,796.24	\$	1,848,787.70	\$	36,585,290.32	\$	30,889,248.75	\$	(1,632,040.57)	\$	18,280,009.54	\$	40,220,566.00					
	IND	EBTEDNESS:													-				

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

Note: Information is Unaudited