



# City Commission Meeting

February 18, 2025 at 5:30 PM

118 W Central Ave, Arkansas City, KS

Please join our meeting and subscribe to our YouTube channel:

<https://www.youtube.com/@cityofarkansascitykansas895>



## I. Routine Business

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

## II. Awards and Proclamations

1. Proclaim March 2025 as Developmental Disabilities Awareness Month in Arkansas City.
2. Proclaim March 16-22, 2025 as Severe Weather Awareness Week in Arkansas City.

## III. Recognition of Visitors/Staff

1. Recognize Human Resources Director, Marla McFarland, as a 2025 HR Professionals Award recipient by *The Wichita Business Journal*.

## IV. Consent Agenda (Voice Vote)

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

1. Approve the January 31, 2025 Special Meeting Minutes, and the February 4, 2025 Regular Meeting Minutes as written.
2. 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, March 4, 2025, in the Commission Room at City Hall, located at 118 W. Central Avenue in Arkansas City.

## V. New Business

### City Manager Department

1. A Resolution authorizing the City of Arkansas City to enter into Project Agreement No. 991-24 with the Secretary of Transportation, and the Kansas Department of Transportation (KDOT) for the CCLIP (SP) Grant Resurfacing Program on US-166. (**Voice Vote**)

- [2.](#) A Resolution authorizing the City of Arkansas City to approve a quote submitted by Industrial Sales, to purchase a McElroy T412i Fuson Waterline Replacement Machine, for an amount not to exceed \$140,539.80. **(Voice Vote)**
- [3.](#) A Resolution authorizing the City of Arkansas City enter into an Engineering Services Agreement with Kirkham Michael and Associates, Inc., for the F St. Bridge Replacement Project, in the amount of \$55,000.00, excluding any required railroad review costs. **(Voice Vote)**

#### Public Services Department

- [1.](#) A Resolution authorizing the City of Arkansas City to accept a bid submitted by Wichita Tractor Company, to purchase a 2024 Kubota RTV, for an amount not to exceed \$25,599.00 **(Voice Vote)**
- [2.](#) A Resolution authorizing the City of Arkansas City to accept a bid submitted by Wichita Tractor Company, to purchase a 2025 Kubota Front Deck Mower Tractor, for an amount not to exceed \$23,889.00. **(Voice Vote)**
- [3.](#) A Resolution authorizing the City of Arkansas City to accept a bid and enter into a 5-year lease agreement with White Star Machinery to rent a Bobcat Skid-Steer Loader, for an amount not to exceed \$43,750.00. **(Voice Vote)**
- [4.](#) A Resolution authorizing the City of Arkansas City to accept a bid submitted by Murphy Tractor & Equipment Co., to purchase a 2024 John Deere Backhoe Loader, for an amount not to exceed \$145,900.00. **(Voice Vote)**

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

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

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

*The public will be allowed to speak on issues or items that are not scheduled for discussion on the agenda. Individuals should address all comments and questions to the Commission. Comments should be limited to issues and items relevant to the business of the Governing Body. The Commission will not discuss or debate these items, nor will the Commission make decisions on items presented during this time. Each person will be limited to five (5) minutes.*

### **IX. Financial Summary**

- [1.](#) January 2025 Financial Summary

### **X. Adjournment**

*Office of the Mayor*  
  
**Arkansas City, Kansas**  
*Proclamation*

**WHEREAS**, the month of March has been designated as “National Intellectual and Developmental Disabilities Awareness Month” in order to celebrate and recognize people with disabilities; and

**WHEREAS**, disability is a natural part of the human experience and in no way diminishes the right of people with disabilities to make choices, contribute to society, and experience in full the many blessings of American society; and

**WHEREAS**, family members, friends, and the community at large all play a role in supporting people with disabilities as they pursue their dreams; and

**WHEREAS**, the goals of this City properly include helping people with disabilities to realize full access to housing, employment, and the recreational activities which help to create productive and satisfying lives, and also to live as independently as possible.

**NOW, THEREFORE**, The Mayor of the City of Arkansas City, Kansas, does hereby proclaim the month of **March 2025** as

**INTELLECTUAL AND DEVELOPMENTAL DISABILITIES AWARENESS MONTH**

in Arkansas City, and call upon the citizens of Arkansas City to observe this month with appropriate programs and activities, and furthermore, encourage the citizens of Arkansas City to seek information from those organizations with expertise in matters concerning professionals who support individuals with intellectual and developmental disabilities.

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

\_\_\_\_\_  
 Name/Title: *Chad D. Beeson, Mayor*  
 Date: *February 21, 2025*

  
*Office of the Mayor*  
**Arkansas City, Kansas**  
*Proclamation*

**WHEREAS**, Severe Weather Awareness Week is an annual opportunity to raise awareness about the importance of preparing for and understanding severe weather and flooding in Kansas, and to encourage all citizens to prepare their homes, businesses, and communities better for the upcoming storm and flood season; and

**WHEREAS**, the Kansas Hazard Mitigation Plan identifies severe weather and flooding as some of the costliest types of natural disasters in Kansas, in terms of lost lives, injuries and property damage; and

**WHEREAS**, severe thunderstorms, tornadoes, and floods annually threaten people, pets, livestock, homes and other property in every county in Kansas; and

**WHEREAS**, severe thunderstorms, tornadoes, and floods can happen anytime, anywhere and without prior warning; and

**WHEREAS**, flood damage is not normally covered under a standard homeowner’s insurance policy; and

**WHEREAS**, the State of Kansas, in conjunction with the National Oceanic and Atmospheric Administration’s National Weather Service, will observe Severe Weather Awareness Week on **March 16-22**.

**NOW, THEREFORE**, The Mayor of the City of Arkansas City, Kansas, does hereby proclaim and recognize **March 16-22, 2025**, as

**SEVERE WEATHER AWARENESS WEEK**

in the City of Arkansas City, Kansas, and urge all citizens to recognize this observance with appropriate readiness and preparedness actions, and further call upon and urge all citizens to consider becoming more educated about severe weather threats by taking part in the free annual presentation of **“Storm Fury on the Plains”** that will be offered this year at **6:30 p.m. on February 18, 2025**, at Cowley Cinema 8.

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

---

*Name/Title: Chad D. Beeson, Mayor*  
*Date: February 21, 2025*



# City Commission Agenda Item

**Meeting Date:** February 18<sup>th</sup>, 2025  
**From:** Randy Frazer, City Manager  
**Item:** Recognition of Marla McFarland for 2025 HR Professionals Award

**Motion:** Recognize Human Resources Director, Marla McFarland, as a 2025 HR Professionals Award recipient by *The Wichita Business Journal*.

**Purpose:** To formally recognize and celebrate Marla McFarland, HR Director, for being honored as one of the 2025 HR Professionals Awards honorees by *The Wichita Business Journal*. This recognition highlights her exceptional leadership and contributions to human resources management, positively impacting employees and the organization.

**Background:** On February 13, 2025, *The Wichita Business Journal* hosted a luncheon at Equity Bank Park to recognize the 2025 HR Professionals Awards honorees. This award highlights outstanding HR leaders who have demonstrated excellence in managing workforce strategies, employee relations, and organizational development. Marla McFarland's leadership and dedication to the HR field have earned her a well-deserved place among this year's honorees.

In her own words, she emphasizes the dynamic and challenging nature of HR, acknowledging that while the work is never truly finished, the impact on employees' lives makes it all worthwhile:

*"The best advice I would give someone interested in a career in human resources management would be to understand you will have good days and bad days and you will never, never be caught up on your work. The work environment is very fast-paced and at times you may not know just what a difference you have made in helping others thrive and succeed. But, that one employee who remembers something you did to help make things a little better in their life, well ... it's worth it all."*

In recognition of this achievement, it is recommended that the City formally acknowledge Marla's accomplishment through a public announcement, internal recognition, and a resolution or proclamation honoring her contributions.

**Approved for Agenda by:**

---

Randy Frazer, City Manager

WICHITA  
BUSINESS JOURNAL

HR

2025

PROFESSIONALS

*awards*

MARLA MCFARLAND

City of Arkansas City

PREMIER SPONSORS

TITLE SPONSOR

STINSON

AGH  
CPAs & ADVISORS

DELTA DENTAL



**WICHITA BUSINESS JOURNAL**

**2025 HR PROFESSIONALS AWARDS**

**MARLA MCFARLAND**



# City Commission Agenda Item

**Meeting Date:** February 18, 2025  
**From:** Tiffany Parsons, City Clerk  
**Item:** Approve January 31, 2025 Special Meeting Minutes & February 4, 2025 Regular Meeting Minutes

**Purpose:** Approve the January 31, 2025 Special Meeting Minutes, and the February 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(s) from consent agenda for further consideration.

**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





Friday, January 31, 2025  
Special Meeting Minutes  
118 W Central Ave, Arkansas City, KS

**Routine Business**

- 1. Roll Call

**PRESENT**

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

**Also present from staff:** City Attorney Larry Schwartz (remote), City Manager Randy Frazer, City Clerk Tiffany Parsons, Communications Director Shana Adkisson, and Principal Planner Josh White.

**New Business**

- 1. A Resolution authorizing the City of Arkansas City to enter into a Professional Services Agreement with Laura Riggs-Johnson, for City Prosecutor Services in Arkansas City Municipal Court, effective February 1, 2025.

City Manager Frazer reported that former Prosecutor Kristin Munson accepted a position with the State, prompting a swift search for her replacement. The City issued a Request for Qualifications (RFQ) through the Cowley County Bar and received a proposal from Laura Riggs-Johnson, a local attorney. Riggs-Johnson interviewed with City Attorney Larry Schwartz, Police Chief Jim Holloway, and City Manager Frazer, who determined that she met the qualifications and would be a strong fit for Municipal Court. She has been offered a one-year renewable contract with a monthly salary of \$3,750.00, effective February 1, 2025, with a provision allowing either party to terminate the agreement with 90 days' notice. Riggs-Johnson was present to introduce herself to the governing body.

*Motion made by Commissioner Warren to seconded by Commissioner Tweedy III, to approve a Resolution authorizing the City of Arkansas City to enter into a Professional Services Agreement with Laura Riggs-Johnson, for City Prosecutor Services in Arkansas City Municipal Court, effective February 1, 2025.*

*Voice Voting Aye.; Commissioner Spielman, Commissioner Stover, Commissioner Tweedy III, Commissioner Warren and Mayor Beeson. Mayor Warren declared the motion approved; given **Resolution No. 2025-01-3676.***

**Executive Session**

- 1. Recess into executive session for a period of \_\_\_ minutes to discuss provisions of Charter Ordinance No. 35, pursuant to K.S.A. 75-4319(b)(2), which justifies consultation with the attorney for the public body. The open meeting will resume in the commission Chambers at \_\_\_ : \_\_\_ p.m. **(Voice Vote)**

*Motion made by Mayor Beeson, seconded by Commissioner Tweedy III to recess into executive session for a period of 10 minutes to discuss provisions of Charter Ordinance No. 35, pursuant to K.S.A. 75-4319(b)(2), which justifies consultation with the attorney for the public body. The open meeting will resume in the commission Chambers at 12:16 p.m.*

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

Included in the closed meeting were all Commissioners, City Manager Frazer, City Attorney Larry Schwartz (remote by phone) and City Clerk Tiffany Parsons.

Mayor Beeson called the regular commission meeting back into session at 12:16 p.m. No action taken.

**Adjournment**

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

*Voice Voting Aye: Commissioner Beeson, Commissioner Spielman, Commissioner Stover, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the meeting adjourned.*

The meeting was adjourned into Work Session which took place in the City Manager’s Office.

**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



Tuesday, February 4, 2025  
Regular Meeting Minutes  
118 W Central Ave, Arkansas City, KS

**Routine Business**

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

**PRESENT**

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

**Also present from staff:** City Attorney Larry Schwartz, City Manager Randy Frazer, City Clerk Tiffany Parsons, Communication Director Shana Adkisson, Police Chief Jim Holloway, and Principal Planner Josh White.

- 3. There were no additions or deletions.
- 4. Approval of the Agenda.

*Motion made by Commissioner Stover, Seconded by Commissioner Tweedy III to approve the agenda.*

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

**Awards and Proclamations**

- 1. Proclaim February 13, 2025 as Day of Hope in Arkansas City.

Mayor Beeson issued a proclamation declaring February 13, 2025, as the Day of Hope in Arkansas City. The official signed and sealed proclamation was then presented to Hope Squad students, led by USD 470 Safety & Security Coordinator Eric Burr.

**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 a discussion is desired, any item may be removed from the Consent Agenda and then considered separately under Section VI: New Business.

- 1. Approve the January 21, 2025, regular meeting minutes as written.
- 2. A Resolution declaring the boundary and limits of the City of Arkansas City, Kansas pursuant to K.S.A. 12-517. **(Voice Vote)**

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

*Voice Voting Yea: Commissioner Spielman, Commissioner Stover, Commissioner Tweedy III, Commissioner Warren, and Mayor Beeson. Mayor Beeson declared the motion approved, given **Resolution No. 2025-02-3677.***

**New Business**

City Clerk Parsons offered the following items for consideration:

**City Manager Department**

- 1. A Resolution authorizing the City of Arkansas City to approve a proposal submitted by The Arnold Group (TAG), to provide an Employee Classification Plan, Salary Survey, and Compensation Study with a three-year support package, for a cost of \$37,552.00 to be paid over a three-year period. **(Voice Vote)**

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

*Voice Voting Yea: Commissioner Beeson, Commissioner Stover, Commissioner Spielman, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Resolution No. 2025-02-3678.***

- 2. An Ordinance granting a Conditional Use Permit to allow a short term-rental in an R-2, Medium Density Residential District, located at 311 Highland Drive requested by Budija Enterprises, LLC in the City of Arkansas City, Kansas. **(Roll Call Vote)**

*Motion made by Commissioner Warren, Seconded by Commissioner Tweedy III to approve the item as written.*

*Roll Call Voting Yea: Commissioner Spielman, Commissioner Stover, Commissioner Tweedy III, Commissioner Warren, and Mayor Beeson. Mayor Beeson declared the motion approved, given **Ordinance No. 2025-02-4631.***

**City Manager Updates & Reminders**

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

- 1. CCLIP Kick-off meeting February 6<sup>th</sup> at 10:30 a.m.
- 2. Phase two of the walking trials agreements are complete. Pending the contractor to set a start date.
- 3. SB-83 Heartland Flyer hearing is February 6<sup>th</sup> at 10:30 am. City Manager Frazer has a written testimony submitted and will attend and testify.
- 4. SB-117 Strother Field legislation will be heard in the Senate Commerce Committee, Feb. 11, 12, or 13<sup>th</sup>. City Manger Frazer will provide a written testimony and attend this hearing as well.
- 5. Invitation to *Night at the Museum* hosted by the Cherokee Strip Land Rush Museum is February 7<sup>th</sup> or 11<sup>th</sup> 6 p.m. to 8 p.m.
- 6. Human Resources Director, Marla McFarland is being honored at the HR Professionals Awards Luncheon is February 13<sup>th</sup> at the River Front Stadium, 11 a.m. to 1 p.m.. Staff is needing a head count of attendance by Thursday, Feb. 6<sup>th</sup>
- 7. Handout of an legislative update from our Kansas Municipal Utilities (KMU) lobbyist provided to commissioners.
- 8. SCK Health Foundation Gala is March 1<sup>st</sup>
- 9. Cowley County Humane Society Wags and Wishers Gala is April 5<sup>th</sup> at 5:30 p.m., located at the K-Shaw Event Centre.
- 10. Copy of current projects list provided to commissioners.

**Items for Discussion by City Commissioners**

Commissioner Spielman mentioned that a resident visited her home with an inquiry about the Humane Society's financial operations related to donations

Commissioner Warren acknowledged and praised the recent renovations at the Cherokee Strip Land Rush Museum.

Mayor Beeson recognized and congratulated Commissioner Tweedy for being named "The Chamber Champ" at the 2025 Chamber Reception held this past Saturday at the Burford Theatre.

**Comments from the Audience for Items not on the Agenda**

No one wished to speak.

**Adjournment**

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

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

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

(Seal)

\_\_\_\_\_  
Chad D. Beeson, Mayor

**ATTEST:**

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

**Prepared by:**

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



# City Commission Agenda Item

**Meeting Date:** February 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, March 4, 2025, in the Commission Room at City Hall, located at 118 W. Central Avenue in Arkansas City.

**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 the Resolution
3. Table the Resolution for further consideration

**Fiscal Impact:**

Amount:

Fund:            Department:            Expense Code:

Included in budget             Grant             Bonds             Other (explain)

**Approved for Agenda by:**




---

Randy Frazer, City Manager

RESOLUTION NO. 2025-02-\_\_\_\_\_

**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, MARCH 4, 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 March 4, 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 18<sup>th</sup> day of February 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. 2025-02-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 18, 2025, as the same appears of record in my office.

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

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



# City Commission Agenda Item

**Meeting Date:** February 18, 2025  
**From:** Randy Frazer, City Manager/Nick Rizzio, Project Manager  
**Item:** Approval of Agreement No. 911-24 with KDOT for CCLIP (SP) Resurfacing Project on US-166 (W. Madison Ave.) 8<sup>th</sup> St. to Arkansas River Bridge

**Motion:** A Resolution authorizing the City of Arkansas City to enter into Project Agreement No. 991-24 with the Secretary of Transportation, and the Kansas Department of Transportation (KDOT) for the CCLIP (SP) Grant Resurfacing Program on US-166. **(Voice Vote)**

**Purpose:** Seek approval for Agreement No. 911-24 between the City of Arkansas City and the Kansas Department of Transportation (KDOT) for participation in the City Connecting Link Improvement Program (CCLIP (SP)) Resurfacing Project. The project will improve the condition of US-166 within city limits through resurfacing and related improvements from 8<sup>th</sup> street west to Arkansas River Bridge

**Background:** he City of Arkansas City applied for funding through KDOT's CCLIP (SP) Resurfacing Program, which was subsequently approved by the Secretary of Transportation. The program is designed to assist municipalities in maintaining city connecting links of the State Highway System. The project will include milling and overlay, pavement patching, and pavement markings along US-166, from the Arkansas River Bridge to 8th Street.

Under the terms of the agreement, the project will be funded as follows:

- KDOT Contribution: 90% of Participating Construction and Construction Engineering (CE) costs, up to a maximum of \$400,000.
- City Contribution:
  - 10% of Participating Construction and CE costs up to KDOT’s funding cap.
  - 100% of costs exceeding KDOT’s funding cap.
  - 100% of Preliminary Engineering (PE), Right of Way (ROW) acquisition, and Utility Adjustments.
  - 100% of Non-Participating Costs.

**Commission Options:**

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

**Fiscal Impact:** Amount: **\$111,982.64**

Fund: **21 (Special Street Fund)** Department: **542 (Streets)** Expense Code: **6212 (Payments to Contractors)**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Resolution & Agreement No. 911-24

**Approved for Agenda by:**



Randy Frazer, City Manager



**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO A PROJECT AGREEMENT NO. 991-24 WITH THE SECRETARY OF TRANSPORTATION, AND THE KANSAS DEPARTMENT OF TRANSPORTATION (KDOT) FOR THE CCLIP (SP) GRANT RESURFACING PROGRAM, ON US-166.**

**WHEREAS**, the City of Arkansas City, Kansas, applied to the Kansas Department of Transportation for a City Connecting Links Improvement Program (CCLIP) Surface Preservation (SP) Grant Program, offering matching grant funds to resurface W. Madison Avenue (US-166) from 8<sup>th</sup> Street to the Arkansas River Bridge, in the fall of 2024; and

**WHEREAS**, the Kansas Department of Transportation has announced the City was selected for the Grant; and

**WHEREAS**, the CCLIP program offers 90/10 matching funds, up to a maximum project grant total of \$400,000.00, and the total estimated project cost is \$111,98.64; and

**WHEREAS**, the Governing Body of the City of Arkansas City, Kansas, now wishes to enter into a CCLIP Project Agreement.

**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 approves entering into a Project Agreement No. 991-24 with the Secretary of Transportation, Kansas Department of Transportation (KDOT) for the City Connecting Links Improvement Program (CCLIP) Surface Preservation (SP) Grant, for the US-166 (W. Madison Ave.) from 8<sup>th</sup> Street to the Arkansas River Bridge, Resurfacing Project. Such agreement 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 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 18<sup>th</sup> day of February 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 the Resolution No. 2025-02-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 18, 2025, as the same appears of record in my office.

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

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

PROJECT NO. 18 U-2555-01  
CCLIP (SP) RESURFACING PROJECT  
CMS CONTRACT NO. \_\_\_\_\_  
CITY OF ARKANSAS CITY, KANSAS

**A G R E E M E N T**

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Arkansas City, Kansas** (“City”), **collectively**, the “Parties.”

**RECITALS:**

- A. The City has applied for and the Secretary has approved a CCLIP (SP) Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on US-166, a City Connecting Link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of state and local funds.

**NOW THEREFORE**, the Parties agree as follows:

**ARTICLE I**

**DEFINITIONS:**

As used in this Agreement, the capitalized terms below have the following meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“CCLIP (SP) Resurfacing Program”** means a City Connecting Link Improvement Program (CCLIP (SP)) that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$400,000.00 per fiscal year of state funds. The CCLIP (SP) Resurfacing Program is for contract maintenance only.

3. **“City”** means the City of Arkansas City, Kansas, with its place of business at 118 W Central Avenue, Arkansas City, KS 67005.

4. **“City Connecting Link”** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

5. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

6. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

7. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

8. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

9. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

10. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.

11. **“Eligible / Participating Bid Items”** means all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for CCLIP (SP) funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra-thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

12. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

13. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.
14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.
15. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
16. **“Non-Eligible / Non-Participating Bid Items”** means items typically non-eligible for CCLIP (SP) funding including but not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.
17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
18. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means Project No. 18 U-2555-01, consisting of milling and overlay, pavement patching, pavement markings, and any other pre-approved resurfacing methods for the CCLIP (SP) Resurfacing Program, on US-166, from Arkansas River Bridge to 8<sup>th</sup> Street, in Arkansas City, Kansas.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.
24. **“Surface Preservation” or “SP”** means a fund category, previously known as KLINK, intended to address deficiencies in or extend the life of the driving surface. Project scopes may consist

of overlay, mill and overlay, pavement patching, joint repair, seals, or similar surface maintenance work. Parking lanes may be included.

25. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

**ARTICLE II**

**FUNDING:**

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The City agrees to notify the Bureau of Local Projects if costs increase more than 10% over the estimate.

Party	Responsibility
Secretary	90% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$400,000.00.
City	10% of Participating Costs of Construction and CE until Secretary’s funding limit is reached  100% of Participating Costs of Construction and CE after Secretary’s funding limit is reached  100% of Costs of Preliminary Engineering (PE), Right of Way, and Utility Adjustments  100% of Non-Participating Costs

**ARTICLE III**

**SECRETARY RESPONSIBILITIES:**

1. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed or retained by the City that the Project was constructed within substantial compliance of the final Design Plans and specifications.

## ARTICLE IV

### CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing within the Project Limits. The Project roadway resurfacing may include all Eligible items as defined above. Roadway resurfacing does not include such Non-Eligible items as defined above and any other items deemed Non-Eligible or Non-Participating by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed Non-Eligible/Non-Participating bid items by the Secretary for reimbursement purposes.
  
2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current CCLIP (SP) Resurfacing Program for this Project.
  
3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.
  
4. **Indemnification by Contractors.** The City will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.
  
5. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project in conformity with the current version of Section 13.0 CCLIP of the LPA Project Development Manual.
  
6. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the City's currently approved procedures, if applicable, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.
  
7. **Performance Bond.** The City will require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

8. **Responsibility for Adequacy of Design.** The City, and any Consultant retained by the City, shall have sole responsibility for the adequacy and accuracy of the Design Plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans, specifications, and estimates. Such reviews are not done for the benefit of the Consultant, the Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, or expressed or implied warranty, to any person or entity concerning the adequacy or accuracy of the Design Plans, specifications, and estimates or any other work performed by the Consultant or the City.

9. **Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be Let to contract in the programmed fiscal year; otherwise, the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

10. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other Utilities, publicly or privately owned, which may be necessary for Construction of the Project in accordance with the final Design Plans. The expense of the removal or adjustment of the Utilities and Encroachments located on public right of way or easement shall be borne by the owner or the City.

11. **Future Encroachments.** The City will prohibit future erection, installation, or construction of encroachments either on or above the Right of Way, and it will not in the future permit the erection of fuel dispensing pumps upon the Right of Way of the City Connecting Link. The City will require any fuel dispensing pumps erected, moved, or installed along the City Connecting Link be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

13. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and in compliance with PROWAG, and FHWA rules, regulations, and guidance pertaining to the same.

14. **Permanent Traffic Control.** The City must ensure the location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other



markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

15. **Access Control.** The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

16. **Final Design Plans.** The final Design Plans will depict the Project Limits. The Eligible/Participating bid items must be shown separated and listed apart from the Non-Eligible/Non-Participating bid items on the final Design Plans, bid documents, and on the detailed billing provided by the City. The City shall have the final Design Plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT's Bureau of Local Projects an electronic set of final Design Plans and specifications. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

17. **Program Administration.** In addition to complying with all requirements contained in Section 13.0 CCLIP of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, Let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

18. **Discrimination Laws.** The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. § 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. § 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. § 12101, *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A.

§ 44-1031 and K.S.A. § 44-1116; and (d) include those provisions set forth in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such Contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated, or suspended in whole or in part.

19. **Inspections.** The City will provide the Construction Engineering/inspection necessary to determine substantial compliance with the final Design Plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or Consultant to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

20. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the CCLIP (SP) Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions, or deviations from the final Design Plans and specifications.

21. **Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed or retained by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final Design Plans and specifications.

22. **Final Acceptance.** Prior to issuing final payment to the Contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

23. **Accounting.** Upon request by the Secretary, the City will provide the Secretary an accounting of all actual Non-Participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for Preliminary Engineering, Utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

24. **Reimbursement Request.** The City will request payment from the Secretary after the City has paid the Contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in substantial compliance with the final Design Plans and specifications.

25. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits

reveal payments have been made with state funds by the City for items considered Non-Participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

## ARTICLE V

### GENERAL PROVISIONS:

1. **City Connecting Link Maintenance Agreement.** The Parties executed a City Connecting Link Maintenance Agreement regarding portions of US-166 existing within the Arkansas City city limits which is still valid and in effect as of the Effective Date. Nothing in this Agreement modifies or invalidates the terms of the City Connecting Link Maintenance Agreement.

2. **Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

3. **Incorporation of Final Plans.** The final Design Plans and specifications are by this reference made a part of this Agreement.

4. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

5. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be Let
- b. Project length
- c. Project location
- d. Project scope

**Items b, c, and d require an attached map to scale.**

It is further mutually agreed during Construction, the City shall notify the Secretary of any changes in the plans and specifications.

6. **Civil Rights Act.** The **Civil Rights Attachment**, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

7. **Contractual Provisions.** The Provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into and made a part of this Agreement.

8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

9. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

10. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

11. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

13. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

CITY OF ARKANSAS CITY, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

KANSAS DEPARTMENT OF TRANSPORTATION  
SECRETARY OF TRANSPORTATION

By: \_\_\_\_\_  
Greg M. Schieber, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

Approved as to form:

**INDEX OF ATTACHMENTS**

Civil Rights Attachment  
Contractual Provisions Attachment (Form DA-146a)

**KANSAS DEPARTMENT OF TRANSPORTATION  
CIVIL RIGHTS ACT ATTACHMENT**

**PREAMBLE**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

**CLARIFICATION**

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

**ASSURANCE APPENDIX A**

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas  
Department of Administration DA-146a  
(Rev. 07-19)

**CONTRACTUAL PROVISIONS ATTACHMENT**

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to



comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



# City Commission Agenda Item

**Meeting Date:** February 18, 2025  
**From:** Nick Rizzio, Municipal Project Manage  
**Item:** McElroy TracStar 412i Series Pipe Fusion Machine w/ Hydraulic Clamping Unit and Accessories for Waterline Replacement

**Motion:** A Resolution authorizing the City of Arkansas City to approve a quote submitted by Industrial Sales, to purchase a McElroy T412i Fuson Waterline Replacement Machine, for an amount not to exceed \$140,539.80. **(Voice Vote)**

**Purpose:** The City previously conducted a Comprehensive Water Rate Study, enabling the replacement of water lines using a McElroy TracStar® T412i Fusion Machine.

**Background:** This advanced technology employs hydraulic clamping to securely fuse HDPE pipes, providing greater durability and longevity compared to traditional PVC. Incorporate the FusionGuide™ Control System, giving operators the chose of three levels of control during the fusion process. The fusion process also incorporates a DataLogger tablet to document and track the installation of new HDPE pipes, ensuring a streamlined and efficient operation. By adopting this approach, the City has achieved several benefits, including reduced crew sizes, accelerated project timelines, and the delivery of a longer-lasting, high-quality infrastructure for our citizens. The quoted package includes the TracStar® T412i Fusion machine, a heater, a facer, a DataLogger tablet, and a variety of IPS Master Inserts.

**Commission Options:**

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

**Fiscal Impact:** Amount: **\$104,539.80**

Fund: **16-Water** Department: **653-Distribution** Expense Code: **7405 Capital Improvement**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Resolution & Quote

**Approved for Agenda by:**

---

Randy Frazer, City Manager

RESOLUTION NO. 2025-02-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO APPROVE A QUOTE SUBMITTED BY INDUSTRIAL SALES, TO PURCHASE A MCELROY T412I FUSION MACHINE WITH HYDRAULIC CLAMPING AND ACCESSORIES FOR WATERLINE REPLACEMENT, IN AN AMOUNT NOT TO EXCEED, \$140,539.80.**

**WHEREAS:** the City previously conducted a Comprehensive Water Rate Study to evaluate and enhance the efficiency, durability, and sustainability of the City's water infrastructure; and

**WHEREAS:** the study identified the need for advanced technology to replace and upgrade water lines, ensuring greater longevity and reliability for the City's water distribution system; and

**WHEREAS,** the City has identified the McElroy TracStar® T412i Fusion Machine as a key component in the installation and fusion of high-density polyethylene (HDPE) pipes, offering superior durability compared to traditional PVC materials; and

**WHEREAS,** the implementation of this advanced fusion technology has resulted in numerous benefits, including reduced crew sizes, accelerated project timelines, and the delivery of a high-quality, long-lasting water infrastructure; and

**WHEREAS,** the quoted package for acquisition includes the McElroy TracStar® T412i Fusion Machine, a heater, a facer, a DataLogger tablet, and a variety of IPS Master Inserts, all essential components for the successful execution of the City's water line replacement projects.

**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 approve a quote submitted by Industrial Sales, to purchase a McElroy T412i Fusion Machine with hydraulic clamping and accessories for waterline replacement, in an amount not to exceed, \$140,539.80.

**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 18<sup>th</sup> day of February 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. 2025-02-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 18, 2025, as the same appears of record in my office.

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

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



**INDUSTRIAL SALES COMPANY, INC.**

**CORPORATE**  
 1150 W Marley Rd.  
 Olathe, KS 66061-7213  
 913-829-3500 800-662-6750  
 913-829-3515 (Fax)  
[www.industrialsales.us](http://www.industrialsales.us)

**BRANCH**  
 14503 Prairie Corners Rd.  
 Omaha, NE 68138-3847  
 402-896-5700 800-366-6880  
 402-896-5705 (Fax)

Quote Number: 33070

**Effectivity**

Date Prepared:	2025-01-21 12:34:33.0
Expiration Date:	2025-02-20
Quote Description:	412 I Series w/ Hydraulic Clamping Unit and Accesories

**Quoted To**

Company Name:	CITY OF ARKANSAS CITY
Contact Name:	NICK RIZZIO
Address:	118 W CENTRAL AVE
City:	ARKANSAS CITY
State/Province:	KS
Zip/Postal Code:	67005
Country:	United States
Email Address:	NRIZZIO@ARKANSASCITYKS.GOV
Phone Number:	620-441-4413
Fax Number:	
PO Number:	
Order Number:	

**Quoted By**

Sales Person:	Travis Schurz
Sales Email:	tschurz@industrialsales.us
Notes:	

**Package Number 1 412i w/ accesories**

<b>Parts Only</b>				
Part Number	Description	Quantity	Price	Ext Price
AT12P1011821	T412i hyd clmp mf f/m pkg	1	88,531.75	88,531.75
1207104	8ips insert set	1	1,772.30	1,772.30
1207204	10ips insert set	1	1,772.30	1,772.30
1207007	6ips master insert set	1	2,688.98	2,688.98
809408	4ips/100mm jis insert set	1	754.80	754.80
T5070901	12/18/500 pipe stand	3	1,347.73	4,043.18
AT18P1033889	In-ditch extension kit	1	4,976.50	4,976.50
<b>Package Totals</b>			<b>USD 104,539.80</b>	

Totals for Quote Number 33070

Section , Item 2.

Quote Total: USD 104,539.80

Terms and Conditions

Terms: Net 30/US Dollars

Estimated Lead Time: 5 weeks (after order receipt, subject to prior sale).

Currency: This quote has been prepared using United States of America Dollars (USD).

Duration: This quote is valid until the expiration date stated above.

Destination Control Statement: These commodities, technologies, or software would be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to United States law is prohibited.



# City Commission Agenda Item

**Meeting Date:** Feb. 18<sup>th</sup>, 2025  
**From:** Nick Rizzio, Municipal Project Manager  
**Item:** Engineering Services: F St. Bridge Replacement  
Project No. 1057

**Motion:** A Resolution authorizing the City of Arkansas City enter into an Engineering Services Agreement with Kirkham Michael and Associates, Inc., for the F St. Bridge Replacement Project, in the amount of \$55,000.00, excluding any required railroad review costs. **(Voice Vote)**

**Purpose:** To select an engineer for F St Bridge replacement project.

**Background:** The City of Arkansas City has been awarded a through KDOT an 85% state 15% local with a maximum award of \$700,000.00 grant to replace Bridge ID 4 (NBI #501100180000004) located on F St. 0.07 miles north of Tyler Ave. and crossing the Mill Canal. The project plans to replace the existing 40' Steel Beam bridge with a multiple cell reinforced concrete box bridge.

The engineering cost is set at \$55,000.00 which is required by KDOT in order to continue moving forward with this bridge replacement. However, this amount will fluctuate due to railroad review costs.

As we move closer to the replacement, the railroad will be involved and require design agreements, C&M agreements, and coordination during install which KM will bill separately at their hourly rates. KM will perform surveys and collection of field data, design and preparation of plans, permits, prepare final plans and specifications.

**Commission Options:**

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

**Fiscal Impact:** Amount: \$55,000.00

Fund: **21 (Special Street Fund)** Department: **542 (Streets)** Expense Code: **6212 (Payments to Contractors)**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Agreement & Resolution

**Approved for Agenda by:**

\_\_\_\_\_  
Randy Frazer, City Manager

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH KIRKHAM MICHAEL AND ASSOCIATES, INC., FOR THE F ST. BRIDGE REPLACEMENT PROJECT, IN THE AMOUNT OF \$55,000.00, EXCLUDING ANY REQUIRED RAILROAD REVIEW COSTS.**

**WHEREAS:** the City of Arkansas City has been awarded a grant from the Kansas Department of Transportation (KDOT) for the replacement of Bridge ID 4 (NBI #501100180000004) on F Street, which is located 0.07 miles north of Tyler Avenue and crosses the Mill Canal, with an 85% state and 15% local funding match, not to exceed \$700,000.00; and

**WHEREAS:** the City of Arkansas City seeks to enter into an Engineering Services Agreement with Kirkham Michael & Associates, Inc. for the F Street Bridge Replacement Project, with the cost of engineering services set at \$55,000.00, excluding potential additional costs for railroad review as required for project completion.

**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, enter into an Engineering Services Agreement with Kirkham Michael and Associates, Inc., for the F St. Bridge Replacement Project, in the amount of \$55,000.00, excluding any required railroad review costs.

**SECTION TWO:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the Mayor and/or City Manager of the City of Arkansas City 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 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 18<sup>th</sup> day of February 2025.

(Seal)

\_\_\_\_\_  
Chad D. Beeson, Mayor

ATTEST:

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

APPROVED AS TO FORM.

\_\_\_\_\_  
Larry Schwartz, City Attorney

**CERTIFICATE**

I, hereby certify that the above and foregoing is a true and correct copy Resolution No. 2025-18-\_\_\_\_\_ of the City of Arkansas City, Kansas adopted by the governing body on February 18, 2025 as the same appears of record in my office.

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

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



**Agreement for Engineering Services  
between  
the City of Arkansas City, Kansas  
and  
Kirkham, Michael & Associates, Inc.  
Ellsworth, Kansas**

THIS AGREEMENT, MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, by and between **the City of Arkansas City, Kansas**, hereinafter called the **OWNER**, and **Kirkham, Michael & Associates, Inc.**, hereinafter called the **ENGINEER**.

WITNESSETH: Whereas the **OWNER** has been approved by the Kansas Department of Transportation (KDOT) for a bridge replacement project as part of the Kansas Local Bridge Improvement Program (KLBIP). The project will be funded with Local funds. Eligible costs are anticipated to be reimbursed by KDOT after project completion. The project location is described below.

**The City of Arkansas City, Kansas LPA Bridge ID 4 (NBI #501100180000004) located on F St. 0.07 miles north of Tyler Ave. and crossing the Mill Canal. The project plans to replace the existing 40’ Steel Beam bridge with a multiple cell reinforced concrete box bridge.**

**A. Survey and Collection of Field Data**

1. The **OWNER** will furnish to the **ENGINEER** the exact location and type of monumentation for each section corner, 1/4 section corner, or other survey markers required to properly locate the horizontal control for the project.

Lost or obliterated section corners and 1/4 section corners may be re-established by the **ENGINEER**, at the hourly rate noted in Paragraph E-8. Re-establishment of corners will be in addition to the Lump Sum Fee specified in Paragraph E-1.

2. The **ENGINEER** will collect topographic survey data sufficient for the project design and record surface utility locations as marked by the utility owners or their representative.

**B. Design and Preparation of Plans**

1. The **ENGINEER** will prepare detailed plans and specifications for the proposed bridge replacement project. Plan preparation will follow KDOT’s 2024 KLBIP guidelines and the structure will be designed to AASHTO’s LRFD Bridge Design Specifications for HL-93 loading.
2. The **ENGINEER** will prepare preliminary plans and participate in one Field Check of the project plans with the **OWNER’S** representative(s) prior to preparation of the final plans and specifications.



3. The **ENGINEER** will apply for appropriate permits from the state, federal, and railroad authorities who have proper jurisdiction over the proposed work. Fees required for said permits will be paid for by the **OWNER** in addition to the fee specified in Paragraph E-1.
4. The **ENGINEER** will prepare final plans and specifications sufficient to obtain bids from contractors for construction of the project.
5. The **ENGINEER** will prepare for the **OWNER** an Opinion of Probable Construction Cost to be used for budgeting the project.
6. The **ENGINEER** will complete a BrR load rating for the reinforced concrete box and provide a load rating summary sheet to the **OWNER**.
7. The **ENGINEER** will complete an Item 113 Scour Justification form and provide it to the **OWNER**.
8. The **ENGINEER** will furnish the **OWNER** one (1) set of prints for right-of-way, as soon as possible after the field check. This will be for the **OWNER** to use in the field to identify right-of-way locations while negotiating with property owners.
9. The **ENGINEER** will review contractor submitted shop drawings for conformance with the plans and specifications.

**C. Construction Contract Bid and Award**

1. The **ENGINEER** will assist the **OWNER** in advertising for and obtaining electronically submitted bids for the contract for construction, materials, equipment, and services. The **ENGINEER** will maintain a record of prospective bidders to whom bidding documents have been issued by the **ENGINEER**. Local project advertisements as required by Kansas statutes are the responsibility of the **OWNER**.
2. The **ENGINEER** will issue addenda, as appropriate to clarify or modify the bidding documents.
3. The **ENGINEER** will attend the bid opening, tabulate the bid proposals, review the bids, and provide a recommendation for awarding the contract for construction to the lowest responsible bidder.
4. The **ENGINEER** will distribute contract documents for execution by the contractor and **OWNER** following issuance of a Notice of Award by the **OWNER**.

**D. Construction Phase Services**

1. Construction engineering is not included as part of this agreement but may be provided by the **ENGINEER** under a separate agreement.



**E. Payment of Engineering Fees by Owner to Engineer**

1. For services as outlined in Sections A through C, except as noted below, the **OWNER** agrees to pay the **ENGINEER** a **Lump Sum Fee of \$55,000.00**. The Lump Sum Fee will be full compensation for the services noted including expenses such as equipment, travel, and printing.
2. The **ENGINEER** will bill monthly for services rendered based upon the estimated percent of the project completed at the time of billing, as estimated by the **ENGINEER**.
3. Sub-surface testing, core-drilling, etc., shall be done by a competent geologist-driller selected by the **ENGINEER** and **paid for by the OWNER** in addition to the fee specified in Paragraph E-1.
4. Right-of-way descriptions, right-of-way acquisition, and utility relocations, when requested by the **OWNER**, may be provided by the **ENGINEER** at the hourly rate noted in Paragraph E-8. This shall be in addition to the fees specified in Paragraph E-1.
5. Environmental documentation is not part of this agreement.
6. Any change in project scope which involves additional field or office work by the **ENGINEER** will be considered “**extra work**” by this agreement. Compensation will be at the hourly rate noted in Paragraph E-8.
7. Railroad coordination efforts, including virtual or in-person meetings, in addition to the permit application, cost of railroad flaggers, and extra submittals required by railroad officials will be considered “**extra work**” by this agreement. Compensation will be at the hourly rate noted in Paragraph E-8.
8. “**Extra work**” required will be billed based on an hourly payroll cost plus a multiplier of **2.45** for employees specifically engaged on the required work.
9. The fee specified in Paragraph E-1 is based on final acceptance of the detailed plans within two years of the date of this agreement. For work that is incomplete due to delays out of the **ENGINEER’S** reasonable control, the fee specified will be adjusted by multiplying the original fee by an inflation factor of 1.05 after the original two-year period has elapsed. From that time, the inflation factor will be compounded annually until acceptance of the detailed plans by the **OWNER** or until termination of this agreement.
10. The fees specified in Paragraph E-1 are based on closing the road during construction. The **OWNER** will provide and maintain an acceptable local road detour route for this project if one is desired.



- 11. The fee specified in Paragraph E-1 is based on designing a multi-cell reinforced concrete rigid frame box. The existing brick surfacing will be replaced with concrete pavement. The adjacent elevated sidewalk will be removed, but the proposed reinforced concrete box will be constructed wide enough such that the existing sidewalk will be carried over it. The existing sidewalk will be replaced adjacent to the approaches to the bridge on the west side. A Kansas Corral Rail with tapered ends will be incorporated into the design of the reinforced concrete box. A KDOT standard chain link fence will be specified along the outside edge of the sidewalk to provide pedestrian fall protection. If during the design process, it is determined that a different kind of bridge, foundation, fencing, or rail should be required, the fee specified may be renegotiated.

The three-page attachment “Exhibit A: Terms and Conditions” shall be considered an integral part of this agreement.

Receipt of a signed agreement serves as the “Notice to Proceed” for the **ENGINEER** to begin work on the project.

**IN WITNESS WHEREOF**, said parties have caused this agreement to be signed by their duly authorized officers.

**OWNER:**  
 City of Arkansas City, Kansas  
 118 W Central Avenue  
 Arkansas City, KS 67005

**ENGINEER:**  
 Kirkham, Michael & Associates, Inc.  
 217 N. Douglas  
 Ellsworth, KS 67439

By: \_\_\_\_\_

Title: \_\_\_\_\_

Jon B. Halbgewachs, P.E.  
Sr. Vice President

Attest:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment: Exhibit A (3 pages)



## General Terms and Conditions

### 1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering and related services shall be authorization by the client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the professional services described, unless otherwise stated in the agreement form.

### 2. DEFINITION

These mutually agreed covenants which include as a minimum the attached written proposal (Proposal) including a Scope of Services and these General Terms and Conditions constitute the "Agreement." This Agreement defines the relationship between the Client as identified in the Proposal and Kirkham Michael for the Project as defined in the Proposal. The professional services of Kirkham Michael shall include services performed by employees of Kirkham Michael, its affiliates, subsidiaries, independent professional associates, consultants and subconsultants.

### 3. STANDARD OF PRACTICE AND ABSENCE OF WARRANTY

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise. All estimates, recommendations, opinions, and decisions of Kirkham Michael will be made upon the basis of the information available to Kirkham Michael and Kirkham Michael's experience, technical qualifications, and professional judgment. Kirkham Michael makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Kirkham Michael's services.

Client expressly acknowledges that subsurface conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that the data interpretations and recommendations of Kirkham Michael are based solely upon information available to Kirkham Michael. Client also acknowledges that Kirkham Michael shall not be responsible for interpretations by others of the information developed. All data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the Project. Client recognizes that the scope of services under this Agreement is limited by Client's available budget and schedule and those additional services may yield more accurate and reliable information regarding conditions at or near the site.

### 4. PROJECT SITE AND RIGHT OF ENTRY

Client shall furnish or cause to be furnished to Kirkham Michael all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site. In addition, Client shall furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions, which will be required by Kirkham Michael for performance of its services. Kirkham Michael shall be entitled to rely upon documents and information provided by Client in performing the services required under this Agreement; however, Kirkham Michael assumes no responsibility or liability for the accuracy or completeness of said documents and information. Client provided documents will remain the property of Client.

Kirkham Michael will not direct, supervise or control the work of contractors or their subcontractors. Kirkham Michael's services do not include a review or evaluation of a contractor's (subcontractor's) safety measures.

Kirkham Michael shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of Kirkham Michael, its employees, or its subconsultants on a site shall imply that Kirkham Michael controls the operations of others; nor shall this be construed to be an acceptance by Kirkham Michael of any responsibility for Project site safety.

Client shall provide right of entry for Kirkham Michael personnel, Kirkham Michael subconsultants and all equipment and vehicles necessary to perform services. Kirkham Michael will take reasonable measures to minimize damage to property; however, Client understands that some damage may occur and the cost of repair of such damage will be borne by the Client.

Client understands that Client will be responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. Kirkham Michael will take reasonable effort to avoid damage to these items. In the event these items cannot be located, Kirkham Michael, by Client written authorization, at Client's cost, will deploy feasible locating methods and employ specialty "dig up" crews to confirm locations. However, Client agrees to hold Kirkham Michael harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by Client or which Kirkham Michael could not locate using a reasonable standard of care.

### 5. INVOICING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The Client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the Client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the Client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

Unless the specific provisions of Proposal provide otherwise or the Current Year Schedule of Fees is not incorporated, then payment under this Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem), and the provisions of the following sub-paragraphs shall apply:

a. The minimum time segment for billing field work is four (4) hours. The minimum time segment for billing work performed at an office is one-half (1/2) hour.

b. Project subcontracts (e.g. drilling, trenching, special testing, surveying, etc.) will be billed at cost plus 15% for handling and administration.

c. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost plus 10%. The use of reusable field and support equipment owned by Kirkham Michael will be billed at negotiated rates. In the event that equipment does not have a current rate, a daily rate of 2% of purchase price of equipment will be used.

d. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task or phase. Analyses performed in Kirkham Michael or Kirkham Michael's subconsultants' laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal (Scope of Services)



## General Terms and Conditions

e. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by Client, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

### 6. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Kirkham Michael's estimate to perform the services required to complete the Project as Kirkham Michael understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Kirkham Michael will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of either party's obligations results from any cause beyond either party's reasonable control and without either party's negligence.

### 7. LIMITATION OF LIABILITY

Kirkham Michael's liability is limited to amount of Kirkham Michael's compensation or the amount of fifty thousand dollars (\$50,000) whichever is less. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kirkham Michael and Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, and any of them, to Client and anyone claiming, by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kirkham Michael or Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, or any of them, shall not exceed the total compensation received by Kirkham Michael under this Agreement.

### 8. INSURANCE

Kirkham Michael agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to Client. Kirkham Michael agrees to indemnify Client for the claims covered by Kirkham Michael's insurance subject to the limitation of liability contained in Section 7. Kirkham Michael agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available from carriers acceptable to Kirkham Michael), provided the costs for additional insurance are reimbursed by Client.

### 9. INDEMNIFICATION

Client and Kirkham Michael each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

### 10. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of

Revised: 09-02-11

this fault or whether it was committed by the Client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

### 11. TERMINATION

Either party may terminate the Agreement, in whole or in part, fourteen (14) days after giving written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs Kirkham Michael incurs relating to commitments that had become firm before termination, and for a reasonable profit for services performed.

### 12. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Kansas, unless mutually agreed in writing by Client and Kirkham Michael to be in accordance with the laws of the state where the Project is located.

### 13. DISPUTE RESOLUTION

Client and Kirkham Michael agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

### 14. HAZARDOUS ENVIRONMENTAL CONDITIONS AND DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Kirkham Michael is not, and has no responsibility as a handler, generator, treater, or storer, transporter, or disposer of hazardous or toxic substances found or identified at the Project site. It is acknowledged by both parties that Kirkham Michael's scope of services does not include any services related to the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. Client acknowledges that Kirkham Michael is performing professional services for Client and Kirkham Michael is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the Project site.

### 15. CONFIDENTIALITY

Kirkham Michael shall maintain as confidential and not disclose to others without Client's prior written consent all information obtained from Client that was not otherwise previously known to Kirkham Michael or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of Kirkham Michael, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Client agrees that Kirkham Michael may use and publish Client's name and a general description of Kirkham Michael's services with respect to the Project in describing Kirkham Michael's experience and qualifications to other Clients or potential Clients.



## General Terms and Conditions

### 16. OWNERSHIP OF DOCUMENTS, RE-USE OF DOCUMENTS AND USE OF ELECTRONIC MEDIA

All documents including drawings and specifications prepared or furnished by Kirkham Michael (and Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants) pursuant to this Agreement are instruments of service in respect of the Project, and Kirkham Michael shall retain an ownership and property interest therein, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others as extensions of the Project or on any other project. Any Client re-use without written verification or adaptation by Kirkham Michael for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Kirkham Michael or Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting there from. Any such verification or adaptation will entitle Kirkham Michael to further compensation at rates to be agreed upon by Client and Kirkham Michael.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Kirkham Michael. Files in electronic media format or text, data, graphic or other types that are furnished by Kirkham Michael to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Kirkham Michael makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Kirkham Michael at the time electronic files were furnished to the Client.

### 17. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding Kirkham Michael's services. If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause. This Agreement between Client and Kirkham Michael shall pertain only to the benefit of the parties hereto, and no third party shall have rights hereunder.

### 18. OPINIONS OF PROBABLE COST

Opinions of probable cost, cost estimates, and construction cost estimates provided herein are made based upon Kirkham Michael's experience and qualifications as professional engineers. However, since Kirkham Michael has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or other market conditions, any opinions of cost shall be accepted by Client subject to Paragraph 3 of these General Terms and Conditions.

In the event Client desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, Kirkham Michael will upon written authorization from Client secure the services of a specialized cost estimating and analyzing firm acceptable to Client. The Client shall agree to the payment of additional compensation as required.

### 19. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Kirkham Michael, it is understood that the Contractor, not Kirkham Michael is responsible for the construction of the project, and that Kirkham Michael is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Kirkham Michael understands that the Client has sole right to decide whether to engage Kirkham Michael for Construction Phase Services. In the event the Client chooses to not include Kirkham Michael in Construction Phase Services, the Client shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by Kirkham Michael, the Client shall not bring any claim against Kirkham Michael and shall indemnify and hold Kirkham Michael, its agents and employees harmless from and against any claims, losses, damages and expenses, including but limited to defense costs and time of Kirkham Michael professionals, to the extent such claim, loss, damage or expense arises out such deviations.

### 20. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or this Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of Kirkham Michael.



# City Commission Agenda Item

**Meeting Date:** February 18, 2025  
**From:** Public Services Department  
**Item:** 2024 Kubota RTV Enclosed Cab Cemetery Shop

**Motion:** A Resolution authorizing the City of Arkansas City to accept a bid submitted by Wichita Tractor Company, to purchase a 2024 Kubota RTV, for an amount not to exceed \$25,599.00 (***Voice Vote***)

**Purpose:** Authorizing the purchase of a 2024 Kubota RTV-X1100CWL-H, enclosed cab utility vehicle.

**Background:** Two bids were sought for this piece of equipment from Wichita Tractor Company and Schmidt & Sons. We recommend the 2024 Kubota RTV-X1100CWL-H because it meets all the specs, including having a hydraulic dump bed. It will be utilized to spray chemicals, locate graves, and remove snow. \$25,000.00 was originally budgeted for this item.

**Commission Options:**

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

**Fiscal Impact:** Amount: \$25,599.00

Fund: **01 (General Fund)** Department: **533 (Cemetery)** Expense Code: **7405 (Machinery/Equipment)**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Bid Tab, Quote & Resolution

**Approved for Agenda by:**

Randy Frazer, City Manager



RESOLUTION NO. 2025-02-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A BID SUBMITTED BY WICHITA TRACTOR COMPANY, TO PURCHASE A 2024 KUBOTA RTV, FOR AN AMOUNT NOT TO EXCEED \$25,599.00.**

**WHEREAS:** The 2024 KUBOTA RTV Model RTV-X1100CWL-H features an enclosed cab and a hydraulic pump bed, intended for use by the Cemetery Shop.

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to accept a bid submitted by Wichita Tractor Company, to purchase a 2024 Kubota RTV, for an amount not to exceed \$25,599.00.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 18<sup>th</sup> day of February 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. 2025-02-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 18, 2025, as the same appears of record in my office.

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

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

**RTV Enclosed Cab Bid Tab**

COMPANY	Wichita Tractor Company	Schmidt & Sons
RTV MODEL	2024 Kubota RTV-X1100CWL-H	2024 Kubota RTV-X1100CWL-H
TOTAL COST RTV	\$22,399.00	\$22,179.51
72" FRONT BLADE COST	\$3,200.00	\$6,228.56
TOTAL COST	\$25,599.00	\$28,408.07
DELIVERY TIME	Approx. 30 Days from Order In Stock	Approx. 30 Days from Order In Stock
MEET SPECS	Yes- Hydraulic Dump Bed	Yes- Hydraulic Dump Bed
MEET SPECS	Yes-72" front blade-power lift-manual angle in budget	No-72" straight blade commercial out of the budget

Budgeted amount for this is \$25,000

The recommendation would be to purchase the 2024 Kubota RTV-X1100CWL-H, due to meeting specs and being within budget range.



1750 south west st  
wichita, kansas 67213  
ph. 316-942-8118  
fax 316-942-3901



Name CITY OF ARKANSAS CITY Date 2/3/2025

Address \_\_\_\_\_ Email \_\_\_\_\_

City ARKANSAS CITY State KS Zip \_\_\_\_\_ County COWLEY Phone \_\_\_\_\_

QTY.	NU	MODEL	MAKE, DESCRIPTION	SERIAL NUMBER	AMOUNT
1	N	RTV-X1100	2024 KUBOTA RTV-X1100CWL-H		\$22,399.00
			CAB WITH AC/HEAT/RADIO - HYDRAULIC DUMP BED		
1	N	V5008	72" FRONT BLADE - POWER LIFT - MANUAL ANGLE		\$3,200.00

TRADE INS				TOTAL CASH PRICE	\$ 25,599.00
YEAR & MAKE	MODEL	DESCRIPTION, SERIAL NUMBER	TRADE IN ALLOWANCE	TRADE ALLOWANCE	\$ -
				TRADE DIFFERENCE	\$ 25,599.00
				ADMIN FEE	\$ -
				OWING	
				SALES TAX	\$ -
				TOTAL	\$ 25,599.00
				PAYMENT	
				BALANCE DUE	\$ 25,599.00

BALANCE DUE:  ON DELIVERY  FINANCED

I hereby certify the items on this Invoice are tax exempt for agricultural use pursuant to Kansas Statutes. If these items are not used exclusively for tax exempt purposes, I will be liable to the State of Kansas for the tax, interest, and penalty due on such purchases.

Signed \_\_\_\_\_

**TRADE-INS\***  
\*I/WE HEREBY CERTIFY THAT THERE IS NO LIEN, CLAIM, DEBT, MORTGAGE, OR ENCUMBERANCE OF ANY KIND, NATURE, OR DESCRIPTION AGAINST TRADE-IN PROPERTY LISTED ABOVE NOW EXISTING OF RECORD OR

\_\_\_\_\_  
PURCHASER'S SIGNATURE

I HEREBY AGREE TO THE CONDITIONS OF THIS ORDER, EXPRESSED IN THE FOREGOING, CONSTITUTING A PURCHASE CONTRACT. I HEREBY CERTIFY THAT I AM OF LEGAL AGE AND ACKNOWLEDGE RECEIPT OF A COPY OF THE ORDER. PURCHASER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT OR OTHER GOODS PURCHASED SHALL BE COVERED ONLY BY THOSE EXPRESS, WRITTEN MANUFACTURER'S WARRANTIES WHICH MAY BE APPLICABLE TO THE PRODUCT. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER IS NOT RELYING ON ANY WARRANTY, OR REPRESENTATION OF PROMISE BY SELLER WHICH IS NOT CONTAINED IN THIS DOCUMENT. NOTICE TO THE BUYER: DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ SAME.

**ANTHONY LEE**  
DEALERSHIP REPRESENTATIVE

\_\_\_\_\_  
PURCHASER'S SIGNATURE

\_\_\_\_\_  
DATE





# City Commission Agenda Item

**Meeting Date:** February 18, 2025  
**From:** Public Services Department  
**Item:** 2025 Kubota F2690 4WD Front Deck Mower Tractor w/ 72" Side Deck

**Motion:** A Resolution authorizing the City of Arkansas City to accept a bid submitted by Wichita Tractor Company, to purchase a 2025 Kubota Front Deck Mower Tractor, for an amount not to exceed \$23,889.00. **(Voice Vote)**

**Purpose:** Purchase a 2025 Kubota F2690 4WD Front Deck Mower Tractor with a 72" side discharge mower deck.

**Background:** Two bids were sought for this piece of equipment from Wichita Tractor Company and Schmidt & Sons. We recommend the 2025 Kubota F2690 4WD Front Deck Mower Tractor from Wichita Tractor Company because it meets all the specs, including having a 72" side discharge mower deck. It will be utilized to mow the levee, city-owned property, and stormwater.

**Commission Options:**

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

**Fiscal Impact:** Amount: \$23,889.00

Fund: **15 (Stormwater)** Department: **544 (Stormwater)** Expense Code: **7405 (Machinery/Equipment)**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Bid Tab, Quote & Resolution

**Approved for Agenda by:**

Randy Frazer, City Manager

RESOLUTION NO. 2025-02-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A BID SUBMITTED BY WICHITA TRACTOR COMPANY, TO PURCHASE A 2025 KUBOTA FRONT DECK MOWER TRACTOR, FOR AN AMOUNT NOT TO EXCEED \$23,889.00.**

**WHEREAS:** The 2024 KUBOTA 2025 Kubota F2690 4WD Front Deck Mower Tractor features a 72-inch side deck and will be utilized to mow the levee, stormwater, and city-owned property.

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to accept a bid submitted by Wichita Tractor Company, to purchase a 2025 Kubota Front Deck Mower Tractor, for an amount not to exceed \$23,889.00.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 18<sup>th</sup> day of February 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. 2025-02-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 18, 2025, as the same appears of record in my office.

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

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

<b>72" Deck Mower</b>		
COMPANY	Wichita Tractor Company	Schmidt & Sons
Equipment Type	2025 Kubota F2690 4WD Front Deck Mower Tractor	2025 Kubota F2690 4WD Front Deck Mower Tractor
TOTAL COST	\$23,889.00	\$24,091.13
DELIVERY TIME	30-60 Days available upon agreement	30-60 Days available upon agreement
MEET SPECS	Yes-72" Side discharge mower deck	Yes-72" Side discharge mower deck
WARRANTY	2 year standard warranty/ no hour limit	Warranty not listed
Budgeted amount:\$27,000.00		
The recommendation would be the 2025 Kubota F2690 4WD Front Mower Tractor with 72" side discharge mower deck from Wichita Tractor Company, due to being under budget and warranty listed/available		



1750 south west st  
wichita, kansas 67213  
ph. 316-942-8118  
fax 316-942-3901



Name CITY OF ARKANSAS CITY Date 1/29/2025  
 Address \_\_\_\_\_ Email bedwards@arkansascityks.gov  
 City ARKANSAS CITY State KS Zip \_\_\_\_\_ County COWLEY Phone \_\_\_\_\_

QTY.	NU	MODEL	MAKE, DESCRIPTION	SERIAL NUMBER	AMOUNT
1	N	F2690	2025 KUBOTA F2690 4WD FRONT DECK MOWER TRACTOR		\$23,889.00
1	N	RCK72P-F39	72" SIDE DISCHARGE MOWER DECK		
			2 YEAR STANDARD WARRANTY / NO HOUR LIMIT		
			OPTIONAL 1 YEAR EXT WARRANTY - \$675.00		
			OPTIONAL 2 YEAR EXT WARRANTY - \$1,225.00		
			LEASE OPTIONS -		
			OPTION 1) 3 YEAR / 1800 HOUR - \$7,595.00 ANNUALLY		
			OPTION 2) 3 YEAR / 900 HOUR - \$7,313.00 ANNUALLY		
			WARRANTY - 3 YEAR / NO HOUR LIMIT (1 YEAR EXT FIGURED IN LEASE)		

YEAR & MAKE	MODEL	DESCRIPTION, SERIAL NUMBER	TRADE IN ALLOWANCE	TOTAL CASH PRICE	AMOUNT
				\$	23,889.00
				TRADE ALLOWANCE	\$ -
				TRADE DIFFERENCE	\$ 23,889.00
				ADMIN FEE	
				OWING	
				SALES TAX	\$ -
				TOTAL	\$ 23,889.00
			TRADE-IN ALLOWANCE \$ -	PAYMENT	
			<b>BALANCE DUE:</b> <input checked="" type="checkbox"/> ON DELIVERY <input type="checkbox"/> FINANCED	<b>BALANCE DUE</b>	\$ 23,889.00

I hereby certify the items on this invoice are tax exempt for agricultural use pursuant to Kansas Statutes. If these items are not used exclusively for tax exempt purposes, I will be liable to the State of Kansas for the tax, interest, and penalty due on such purchases.

Signed \_\_\_\_\_

**TRADE-INS\***  
 \*I/WE HEREBY CERTIFY THAT THERE IS NO LIEN, CLAIM, DEBT, MORTGAGE, OR ENCUMBRANCE OF ANY KIND, NATURE, OR DESCRIPTION AGAINST TRADE-IN PROPERTY LISTED ABOVE NOW EXISTING OF RECORD OR

\_\_\_\_\_  
 PURCHASER'S SIGNATURE

I HEREBY AGREE TO THE CONDITIONS OF THIS ORDER, EXPRESSED IN THE FOREGOING, CONSTITUTING A PURCHASE CONTRACT. I HEREBY CERTIFY THAT I AM OF LEGAL AGE AND ACKNOWLEDGE RECEIPT OF A COPY OF THE ORDER. PURCHASER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT OR OTHER GOODS PURCHASED SHALL BE COVERED ONLY BY THOSE EXPRESS, WRITTEN MANUFACTURER'S WARRANTIES WHICH MAY BE APPLICABLE TO THE PRODUCT. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER IS NOT RELYING ON ANY WARRANTY, OR REPRESENTATION OF PROMISE BY SELLER WHICH IS NOT CONTAINED IN THIS DOCUMENT. NOTICE TO THE BUYER: DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ SAME.

ANTHONY LEE  
 DEALERSHIP REPRESENTATIVE

\_\_\_\_\_  
 PURCHASER'S SIGNATURE

\_\_\_\_\_  
 DATE





# City Commission Agenda Item

**Meeting Date:** February 18, 2025  
**From:** Public Services Department  
**Item:** S770 T4 Bobcat Skid-Steer Loader

**Motion:** A Resolution authorizing the City of Arkansas City to accept a bid and enter into a 5-year lease agreement with White Star Machinery to rent a Bobcat Skid-Steer Loader, for an amount not to exceed \$43,750.00. **(Voice Vote)**

**Background:** The benefit of the government rental agreement is a low fixed equipment cost, equipment will be under a warranty, insurance included in the rental, and no long-term commitment. Going with a rental agreement will help balance the city budget for future years, and we will have the benefit of receiving a new Skid-Steer Loader every 5-years that we renew the agreement. This is a piece of equipment that is used daily by Street/Stormwater and Sanitation on occasion.

This is a 5-year Government Rental Agreement for a S770 T4 Bobcat Skid-Steer Loader in the amount of \$8,750/year, total sum of \$43,750.00. This will be for a 60-month/5-year agreement min. 250 hours p/year NMT 1250 hours total for 5 years.

Note: This will be replacing our current 2013 Bobcat model this unit has 1872 hours currently

**Commission Options:**

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

**Fiscal Impact:** Amount: **\$43,750.00**  
5-year rental lease agreement at \$8,750/year.

Fund: **21 (Special Street)** Department: **100 (Non-Departmental)** Expense Code: **9107 (Lease Payment)**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Bid Tab, Quote & Resolution

**Approved for Agenda by:**

Randy Frazer, City Manager



RESOLUTION NO. 2025-02-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A BID AND ENTER INTO A 5-YEAR LEASE AGREEMENT WITH WHITE STAR MACHINERY TO RENT A BOBCAT SKID-STEER LOADER, FOR AN AMOUNT NOT TO EXCEED \$43,750.00.**

**WHEREAS:** The City is entering into a five-year Government Rental Agreement for an S770 T4 Bobcat Skid-Steer Loader at an annual cost of \$8,750, totaling \$43,750.00 over the contract term; and

**WHEREAS:** This equipment is essential for daily operations conducted by the Street and Stormwater crews and is also utilized by the Sanitation Department as needed.

**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, accept a bid and enter into a 5-year lease agreement with White Star Machinery to rent a Bobcat Skid-Steer Loader, for an amount not to exceed \$43,750.00.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 18<sup>th</sup> day of February 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. 2025-02-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 18, 2025, as the same appears of record in my office.

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

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

**Skid-Steer Loader Bid Tab**

COMPANY	Bobcat	John Deere
MODEL	S770 T4 Bobcat Skid-Steer Loader	John Deere 330 P-Tier Skid Steer Loader
TOTAL COST	\$8,750/year for 5 years	\$11,911.32 monthly/ for 5 years
DELIVERY TIME	30 Days	30 Days
WARRANTY	Yes-250 hours per year/NMT 1250 hours total	Yes-500 hours per year over a 5 years or 60 months
MEET SPECS	Yes-Bobcat handles all warranty repairs	Yes-John Deere handles all warranty repairs

Budgeted amount for this is-\$8,750/year for 5 years

The recommendation would be the S770 T4 Bobcat Skid-Steer Loader due to meeting the budget.

Note: This will be replacing our current 2013 Bobcat model this unit has 1872 hours currently



Product Quotation  
 Quotation Number: EC370205 - 2025  
 January 2025

Prepared By:  
 Edi Clark  
 Phone: 316 712 8723  
 Email: eclark@whitestarmachinery.com

Customer	Contact	Dealer White Star Machinery & Supply		
Item Name	Item Number	Quantity	Price Each	Total

<b>S770 T4 Bobcat Skid-Steer Loader</b>	M0283	1		
<b>Standard Equipment:</b>				
92 HP Turbo Tier 4 Diesel Engine			Horn	
Air Intake Heater (Automatically Activated)			Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and Warning Lights	
Auxiliary Hydraulics: Variable Flow			Lift Arm Support	
Backup Alarm			Lift Path: Vertical	
Bob-Tach			Lights, Front & Rear	
Bobcat Interlock Control System (BICS)			Operator Cab	
Controls: Bobcat Standard			Includes: Adjustable Suspension Seat, Top & Rear Windows, Parking Brake, Seat Bar, Seat Belt	
Engine/Hydraulic Systems Shutdown			Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471	
Tires: 12-16.5 12 PR Bobcat Heavy Duty				
Warranty: 5 years, or 2000 hours whichever occurs first				
Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts)				

<b>Comfort Package</b>	M0283-P11-C07
Comfort Package:, Enclosed HVAC Cab, Adjustable Vinyl Suspension Seat, Power Bob-Tach, Keyless Ignition, Deluxe Display, Standard Lights, Two-Speed Travel, Attachment Control, Single Direction Bucket Positioning, Ride Control	
<b>Selectable Joystick Controls (SJC)</b>	M0283-R01-C04
<b>High Flow Hydraulics</b>	M0283-R03-C03
<b>Extended Warranty 9986172</b>	Ext Warranty
<b>74" Heavy Duty Bucket</b>	7272680
<b>Bolt-On Cutting Edge, 74"</b>	6718007 w/hardware
<b>4K Heavy Duty Fork Frame Teeth</b>	7294305

5-year turn  
 back through  
 Bobcat  
 @ \$8750/year.

- (No Hammer)**  
**Annual Advance Payment \$8750.00 per year**
- 60 Month / 5 Year agreement
  - 250 hours p/year NMT 1250 hours total
  - You are responsible for routine maintenance as per Bobcat schedule
  - 25% wear edge to be remaining on buckets
  - Tracks/tires matching with no less than 25% tread
  - Machine carries full machine warranty  
 WE HANDLE ALL WARRANTY REPAIRS
  - Exceeded hours are billed at \$30.00 per hour

Skid-Steer  
**PURCHASE PRICE \$67,975.17**  
 Budgeted \$70,000 21-542-7405  
 w/ lease pmts = \$16,000/yr.  
 21-100-9107

# COVERAGE DETAILS

## WHAT'S COVERED?

### POWERTRAIN COVERAGE

#### ENGINE:

- Air temp & pressure sensors
- Camshaft
- Camshaft bearing
- Camshaft gear
- Camshaft housing assembly
- Camshaft roller/follower/lifter
- Catalytic converter
- Charge air cooler
- Connecting rod
- Connecting rod bearing
- Crankcase relief valve
- Crankshaft
- Crankshaft front seal
- Crankshaft gear
- Crankshaft main & rod bearings
- Crankshaft rear seal
- Cylinder block main bearing bores
- Cylinder head
- Cylinder head gasket
- Cylinder liner
- DEF/DOC/DPF/SCR sensors
- Diesel exhaust fluid (DEF) dosing module
- Diesel exhaust fluid (DEF) pump
- Diesel exhaust fluid (DEF) tank
- Diesel oxidation catalyst (DOC) system
- Diesel particulate filter (DPF)
- Differential pressure ratio regulator
- Dosing control unit (DCU)
- Electronic control unit (ECU)
- Emissions-specific air lines/pipe
- Engine block
- Engine oil cooler
- Engine oil filter housing/base
- Engine oil pan & gasket
- Engine oil pressure relief valve
- Engine oil pressure sensor
- Engine oil pump
- Engine speed sensor
- Exhaust combustion lines
- Exhaust gas recirculation cooler
- Exhaust gas recirculation pipe
- Exhaust gas recirculation valve
- Exhaust manifold & gasket
- Front & rear cover
- Fuel cooler
- Fuel injection lines
- Fuel injection pump
- Fuel injection pump metering valve
- Fuel injector
- Fuel pressure sensor
- Fuel shutoff solenoid
- Fuel transfer pump
- Governor group
- Horsepower fuel common rail & sensors
- Inlet/exhaust valve
- Intake air heater
- Intake manifold & gasket
- Liner seat/insert
- Mass air flow & temp sensor
- NOx sensor
- Particle sensor
- Piston
- Piston rings
- Push rod
- Rack/control shaft
- Rocker arm
- Rocker shaft assembly
- Selective catalyst reduction (SCR) system
- Throttle actuator
- Throttle valve & body
- Timing/accessory gears
- Timing gear housing
- Timing position sensor
- Turbocharger
- Unit injector control linkage
- Valve cover & gasket
- Valve guide
- Valve seat/insert
- Valve spring
- Water/coolant temperature sensor
- Wiring harness specific to engine controls



#### HYDROSTATIC/DIFFERENTIAL/TRANSMISSION:

- 2-Speed valve
- Axle housing assembly (excludes chaincase weldment)
- Axle shaft & bearings
- Bevel gear, case, shaft & bearings
- Clutch components (except dry clutch parts)
- Differential housing
- Differential pinion gear/ring gear
- Drive axle
- Drive belt tensioner assembly
- Drive shaft & universal joints
- Drive shift fork & rod
- Enclosed oil immersed chains & sprockets
- Engine output drive assembly/coupling
- Final drive assembly
- Front differential
- Hub/gear assembly
- Hydraulic piston pump (MX)
- Hydrostatic control module
- Hydrostatic lines & hoses (pump to travel motor)
- Hydrostatic motor
- Hydrostatic pump
- Motor carrier assembly
- Planetary final drive carrier
- Planetary gear carrier
- PTO shaft group
- PTO shift fork & rod
- Range shaft group
- Rear differential
- Reduction gear box
- Track idler
- Track roller
- Track roller suspension spring
- Transaxle
- Transmission/hydrostatic case & components within

## POWERTRAIN + HYDRAULICS COVERAGE

All components listed under powertrain, plus the following components:

### HYDRAULIC COMPONENTS:

- ACS/SJC controller
- ACS/SJC harnesses
- ACS/SJC sensors
- Hydraulic accumulators
- Hydraulic cooling fan
- Hydraulic cylinders
- Hydraulic gear pump
- Hydraulic hoses, tube lines & fittings
- Hydraulic manifolds
- Hydraulic motors
- Hydraulic oil cooler
- Hydraulic oil temp sensor
- Hydraulic pumps
- Hydraulic reservoir
- Hydraulic valves
- Joystick assembly
- Lift & tilt actuators
- Pilot controls
- Relief valves
- Steering cylinders & valve
- Swing/slew motor & gear box
- Swivel



# COVERAGE DETAILS

## FULL COVERAGE

All components listed under powertrain and powertrain + hydraulics, plus the following components:



### ENGINE:

- Air cleaner
- Alternator
- Coolant reservoir
- Crankshaft damper/pulley
- Engine mounts
- Flywheel & ring gear
- Fuel tank(s)
- Hoses/lines & fittings
- Pulleys
- Radiator
- Starter
- Thermostat
- Water pump

### HVAC COMPONENTS:

- Clutch & pulley
- Coils
- Compressor
- Condenser
- Ducts
- Evaporator
- Fan
- Harnesses
- Heater core
- Hoses/fittings
- Hoses/seals/gaskets
- Motors
- Receiver dryer
- Switches
- Valves

### MAINFRAME COMPONENTS:

- Articulated joint
- Blade
- Bob-Tach® system assembly
- Boom
- Boom swing frame
- Bucket link
- Chaincase
- Counterweight (MX)
- Dipper arm
- Door & cover assembly
- Fenders
- Lift arm
- Main frame
- ROPS operator cab
- Seat & seat bar assembly
- Slew ring & bearing
- Suspension control links
- Suspension shocks
- Tailgate
- Track frame
- Track tensioner
- Tractor hood assembly
- Undercarriage
- Upper structure
- X-Change™ system

### ELECTRICAL COMPONENTS:

- Control panels/displays
- Controllers
- Gauges
- Horn/alarm
- Main power relay
- Switches
- Telematics components
- Wire harnesses

### HYDROSTATIC/DIFFERENTIAL/TRANSMISSION:

- Axle seals
- Brake system
- Hydrostatic mounts
- Levers & pedals
- Pulleys
- Shift & control linkage

### OTHER COMPONENTS:

- Steering column & wheel
- Tie rods
- Windshield wiper motor & assembly



Scan the code to see full Protection Plus extended warranty terms and conditions.



# City Commission Agenda Item

**Meeting Date:** February 18, 2025  
**From:** Public Services Department  
**Item:** 2024 John Deere 320 P-Tier Backhoe Loader  
 5-year Bank Lease

**Motion:** A Resolution authorizing the City of Arkansas City to accept a bid submitted by Murphy Tractor & Equipment Co., to purchase a 2024 John Deere Backhoe Loader, for an amount not to exceed \$145,900.00. **(Voice Vote)**

**Purpose:** Authorize the City Manager to execute an agreement to finance the purchase of a 2024 John Deere 320 P-Tier Backhoe Loader. The total purchase price is \$145,900.00. The City will lease through a local bank for 5 years. A bid sheet and the resolution are attached.

**Commission Options:**

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

**Fiscal Impact:** Amount: **\$145,900.00**

Fund: **15 (Stormwater)** Department: **544 (Stormwater)** Expense Code: **7405 (Machinery/Equipment)**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Bid Tab, Quote & Resolution

**Approved for Agenda by:**




---

Randy Frazer, City Manager

RESOLUTION NO. 2025-02-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A BID SUBMITTED BY MURPHY TRACTOR & EQUIPMENT CO., TO PURCHASE A 2024 JOHN DEERE BACKHOE LOADER, FOR AN AMOUNT NOT TO EXCEED \$145,900.00.**

**WHEREAS**, the City intends to acquire a 2024 John Deere 320 P-Tier Backhoe Loader through a lease-purchase agreement with a local bank, financing the total equipment cost of \$145,900.00 over a five-year period.

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to accept a bid submitted by Murphy Tractor & Equipment Co., to purchase a 2024 John Deere Backhoe Loader, for an amount not to exceed \$145,900.00.

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

**SECTION THREE:** The officials of the City, the City's attorney, or other consultants are hereby authorized to proceed with any bidding, planning and/or document preparation needed to enter a Lease Purchase Agreement with a local bank to provide financing for the acquisition of the 2024 John Deere Backhoe Loader, in conformance with the intent 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 18<sup>th</sup> day of February 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. 2025-02-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 18, 2025, as the same appears of record in my office.

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

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



Backhoe Loader Bid Tab					
COMPANY	Murphy Tractor		Wichita Tractor		Foley Equipment Cat
MODEL	2024 John Deere 320 P-Tier Backhoe Loader (4WD)		2025 New Holland B95D TC Backhoe (4WD)		Caterpillar Model 2024 420-07IT Backhoe/Industril Loaders (4 WD)
HORSE POWER	115 Horse power		95 Horse power		105 Horse power
TOTAL COST		\$145,900.00		\$111,100.00	\$176,634.04
DELIVERY TIME	Instock available upon agreement		Instock available upon agreement		Instock available upon agreement
WARRANTY	Yes-Extended warranty 60 month/5,000hr Powertrain & Hydraulic extednded warranty		No-60 month/2000 hour warranty		No-12 month unlimited hours/60 month/2500hr
MEET SPECS	Yes-Pilot, 2 way Hydraulic thumb attachment included		No-No thumb/limited capabilities for thumb & not comparable to other models listed		No-Out of budget
The budgeted amount for this is-\$145,900.00 with a 5-year lease through a local bank					
The recommendation would be the 2024 John Deere 320 P-Tier Backhoe Loader (4WD) 115 horse power					

Quote Id: 31177336

Prepared For:  
**CITY OF ARKANSAS CITY**



Prepared By: **TRAVIS CLINESMITH**

Murphy Tractor & Equipment  
5255 N Deere Road  
Park City, KS 67219

Tel: 316-942-1457  
Mobile Phone: 620-778-1946  
Fax: 316-744-0391  
Email: [tclinesmith@murphytractor.com](mailto:tclinesmith@murphytractor.com)

Date: 17 June 2024

Offer Expires: 31 January 2025

*Confidential*

**Quote Summary**

**Prepared For:**  
CITY OF ARKANSAS CITY  
KS

**Prepared By:**  
TRAVIS CLINESMITH  
Murphy Tractor & Equipment  
5255 N Deere Road  
Park City, KS 67219  
Phone: 316-942-1457  
Mobile: 620-778-1946  
tclinesmith@murphytractor.com

**Quote Id:** 31177336  
**Created On:** 17 June 2024  
**Last Modified On:** 29 January 2025  
**Expiration Date:** 31 January 2025

<b>Equipment Summary</b>	<b>Qty</b>	<b>Extended</b>
2024 JOHN DEERE 320 P-Tier Backhoe Loader - 1T0320PAKRFX09414	1	
John Deere Extended Warranty-60 month/ 5,000hr Powertrain and HydraulicExtended Warranty	1	
<b>Equipment Total</b>		<b>\$ 145,900.00</b>

<b>Quote Summary</b>	
Equipment Total	\$ 145,900.00
SubTotal	\$ 145,900.00
Total	\$ 145,900.00
<b>Balance Due</b>	<b>\$ 145,900.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment



Quote Id: 31177336

## 2024 JOHN DEERE 320 P-Tier Backhoe Loader - 1T0320PAKRFX09414

Hours: 34  
Stock Number: 237372

Code	Description	Qty
17C0T	2024 JOHN DEERE CPLR, GP, PILOT, 2 WAY HYD, THUMB	1
<b>Standard Options - Per Unit</b>		
183E	JDLINK	1
0202	UNITED STATES	1
0259	ENGLISH OPS MANUAL	1
0351	TRANSLATED LABELS	1
1003	CAB	1
3009	MFWD W/ LIMITED OPEN DIFFERE	1
4006	ENGINE FT4	1
5245	TIRE GAL19.5-24,12.5/80	1
6154	DUAL BATTERY	1
6576	1000LB FRONT COUNTERWEIGHT	1
6752	EXTENDIBLE DIPPERSTICK	1
7002	AUXILIARY W/ONE&2WAY FLOW	1
7028	PILOT CONTROLS 2 LEVER	1
7038	LOADER COUPLER 2 FUNCTION HY	1
7707	MULTI BRAND QK CPL 42"THUMB	1
7860	92" 2.35 M COUPLER BKT1.39CU	1
8027	42"HYD THUMB 4 TINE	1
8062	BOOM PROTECTION PLATE	1
8075	OIL SAMPLING PORTS	1
8096	REAR&FRONT VIEW MIRROR	1
8109	SUN VISOR	1
8115	FULL MFWD DRIVESHAFT GUARD	1
8125	HEAVY DUTY BKT CYLINDER	1
8126	HEAVTY DUTY GRILL FRAME	1
8131	HEAVY DUTY STABILIZER PADS	1
8142	LED LIGHT PACKAGE	1
8146	LEFT SIDE CONSOLE STORAGE	1
8183	RADIO BOSCH PREMIUM PKG	1
8208	SEAT CLOTH SUSPENSION HEATED	1
8213	CHROME EXHAUST EXTENSION	1
<b>Dealer Attachments</b>		

# Selling Equipment

Quote Id: 31177336

AT437344	New JOHN DEERE AT437344, BUCKET, 24" HD 8.8 CU FT Stock Number:219397	1
<b>Service Agreements</b>		
John Deere Extended Warranty - 60 month/ 5,000hr Powertrain and HydraulicExtended Warranty		



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

Fund	Cash Summary						Budget Summary			
	1/1/2025 Beginning Cash Balance	Prior Year Encumbrances/ Adjusting Entries	Receipts	Disbursements	Change in Assets/Liabilities	01/31/2025 Ending Cash Balance	Budget	Encumbrances	Budget Variance (Unfavorable)	% Remaining (92%)
01 - GENERAL FUND	\$ 3,328,760.71	\$ -	\$ 3,097,103.72	\$ 950,529.11	\$ (47,497.42)	\$ 5,427,837.90	\$ 15,285,704	\$ 17,764.00	\$ 14,317,411	93.67%
15 - STORMWATER FUND	\$ 670,030.91	\$ -	\$ 36,098.45	\$ 13,721.27	\$ (625.26)	\$ 691,782.83	\$ 611,552	\$ -	\$ 597,831	97.76%
16 - WATER FUND	\$ 3,574,123.50	\$ -	\$ 529,628.22	\$ 1,684,740.14	\$ (321,884.71)	\$ 2,097,126.87	\$ 10,918,777	\$ 482,223.16	\$ 8,751,814	80.15%
18 - SEWER FUND	\$ 5,588,613.30	\$ -	\$ 283,659.40	\$ 87,328.65	\$ (26,525.64)	\$ 5,758,418.41	\$ 3,163,565	\$ -	\$ 3,076,236	97.24%
19 - SANITATION FUND	\$ 1,764,447.32	\$ -	\$ 176,004.55	\$ 97,177.63	\$ (32,017.19)	\$ 1,811,257.05	\$ 2,001,069	\$ -	\$ 1,903,891	95.14%
20 - SPECIAL RECREATION FUND	\$ 57,335.30	\$ -	\$ -	\$ -	\$ -	\$ 57,335.30	\$ 81,090	\$ -	\$ 81,090	100.00%
21 - SPECIAL STREET FUND	\$ 1,025,296.21	\$ -	\$ 78,757.67	\$ 46,806.02	\$ (2,088.66)	\$ 1,055,159.20	\$ 2,190,482	\$ -	\$ 2,143,676	97.86%
23 - TOURISM/CONVENTION FUND	\$ 143,883.82	\$ -	\$ 38,109.57	\$ 25,920.00	\$ 920.00	\$ 156,993.39	\$ 344,708	\$ -	\$ 318,788	92.48%
26 - SPECIAL ALCOHOL FUND	\$ 81,476.64	\$ -	\$ -	\$ 1,480.00	\$ -	\$ 79,996.64	\$ 87,608	\$ -	\$ 86,128	98.31%
27 - PUBLIC LIBRARY FUND	\$ -	\$ -	\$ 239,170.96	\$ 239,170.96	\$ -	\$ -	\$ 482,760	\$ -	\$ 243,589	50.46%
29 - SPECIAL LAW ENF TRUST FUND	\$ 2,848.48	\$ -	\$ -	\$ -	\$ -	\$ 2,848.48	Not a Budgeted Fund	\$ -	\$ -	
31 - LAND BANK FUND	\$ 17,989.63	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 16,489.63	\$ 21,489	\$ -	\$ 19,989	93.02%
32 - MUNICIPALITIES FIGHT ADDICTION FUND	\$ 72,314.02	\$ -	\$ -	\$ -	\$ -	\$ 72,314.02	\$ 70,415	\$ -	\$ 70,415	100.00%
43 - BOND & INTEREST FUND	\$ 140,415.03	\$ -	\$ 1,725,844.35	\$ 757,325.00	\$ -	\$ 1,108,934.38	\$ 2,556,325	\$ -	\$ 1,799,000	70.37%
44 - HEALTHCARE SALES TAX FUND	\$ -	\$ -	\$ 195,139.98	\$ 195,139.98	\$ -	\$ -	\$ 2,600,000	\$ -	\$ 2,404,860	92.49%
45 - UNPLEDGED HEALTHCARE SALES TAX FUND	\$ 130,211.68	\$ -	\$ 8,890.64	\$ -	\$ -	\$ 139,102.32	\$ 250,003	\$ -	\$ 250,003	100.00%
53 - MUNICIPAL COURT FUND	\$ 11,206.93	\$ -	\$ -	\$ -	\$ 20.26	\$ 11,227.19	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	\$ -	\$ 5,386.65	\$ 5,386.65	\$ (6,063.59)	\$ -	\$ 85,000	\$ -	\$ 79,613	93.66%
68 - CAPITAL IMPROVEMENT FUND	\$ 1,263,551.44	\$ -	\$ 7,598.81	\$ -	\$ (14,000.00)	\$ 1,257,150.25	Not a Budgeted Fund	\$ -	\$ -	
<b>TOTALS</b>	<b>\$ 18,063,314.53</b>	<b>\$ -</b>	<b>\$ 6,421,392.97</b>	<b>\$ 4,106,225.41</b>	<b>\$ (449,762.21)</b>	<b>\$ 19,928,719.88</b>	<b>\$ 40,750,547.00</b>			

INDEBTEDNESS:

2019 PBC	\$ 10,640,000
GO 2020 REFUNDING & IMPROVEMENT BOND	\$ 14,675,000
GO 2022 TAXABLE STROTHER FIELD	\$ 4,050,000
GO 2023 TAXABLE LAND PURCHASE	\$ 515,000
2019 FERRARA PUMPER TRUCK LEASE	\$ 238,514
2021 RAVO STREET SWEEPER	\$ -
2023 WWTP SRF LOAN	\$ 8,870,342
<b>TOTAL</b>	<b>\$ 38,988,856</b>

Note: Information is Unaudited