



# City of Arkansas City

## CITY COMMISSION MEETING AGENDA

Tuesday, August 16, 2022 at 5:30 PM – 118 W Central Ave, Arkansas City, KS

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/CityofArkansasCityKS>

You can also dial in using your phone.

United States: +1 (646) 749-3122

Access Code: 461-578-077

### 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

### III. Recognition of Visitors

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

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

*The following rules **must** be strictly adhered to by all citizens wishing to speak during a virtual/hybrid meeting, **whether they are on the agenda or recognized by the Mayor during the meeting itself:***

- Each speaker will state his or her name and address before making any comments.
- Each speaker will have three (3) minutes to present his or her comments.
- Comments or questions will be directed only to the City Commission.
- Debate or argument between parties in the audience will not be allowed. **“Logged in” citizens will remain muted during the meeting, unless recognized and called upon specifically by the Mayor.**
- Repeated reiterations by speakers will not be allowed.
- Violations of comment procedure will result in being directed to cease speaking or being muted.

### V. Consent Agenda (Voice Vote)

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

1. Consent Agenda Item: Approve the August 2, 2022 regular meeting minutes and the August 2, 2022 special meeting minutes as written.

### VI. New Business

#### Ordinances for Consideration

1. An ordinance authorizing the rezoning of 405 S 3rd Street , from C-3 (General Commercial District) to R-1 (Low Density Residential District). (**Roll Call Vote**)

#### Resolutions for Consideration

1. Consider a Resolution authorizing the City of Arkansas City, to enter a contract with Utility, Inc., Decatur, GA, for twenty-seven (27) body worn cameras with an upfront fee not to exceed \$54,000 for 2022, and \$150,000 over 5-years. (**Voice Vote**)

2. Consider a Resolution authorizing the City of Arkansas City to purchase a tornado siren, that will replace the current siren located in the 500 block of South 6th Street, from Precision Communications, Aberdeen, MS, for an amount not to exceed \$19,640.39. **(Voice Vote)**

Other Items for Consideration

1. Select three (3) voting delegates and three (3) alternates to the 2022 League of Kansas Municipalities (LKM) Annual Business Meeting to be held on Monday, October 10, 2022. **(Voice Vote)**

City Manager's Report on Upcoming Activities

Department Reports

1. [Review](#) and discuss possible implementation of a Special Use Vehicles Ordinance.

**VII. Communications and Reports**

1. July 2022 Financial Summary

**VIII. Adjournment**



# City Commission Agenda Item

**Meeting Date:** August 16, 2022

**From:** Lesley Shook, City Clerk

**Item:** Approve August 2, 2022 Regular and Special Meeting Minutes

**Purpose:** Consent Agenda Item: Approve the August 2, 2022 regular meeting minutes and the August 2, 2022 special meeting minutes as written.

**Background:**

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

**Commission Options:**

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

**Approved for Agenda by:**

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

Randy Frazer, City Manager



# City of Arkansas City

## CITY COMMISSION MEETING MINUTES

Tuesday, August 02, 2022 at 5:30 PM – 118 W Central Ave, Arkansas City, KS

### Routine Business

1. Roll Call

**PRESENT**

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

Also present: City Manager Randy Frazer, City Attorney Larry Schwartz, Police Chief Eric Burr, Finance Director/Treasurer Jennifer Waggoner, City Clerk Lesley Shook, Deputy City Clerk Tiffany Parsons, Human Resources Director Marla McFarland, and Building Official Mike Bellis,

2. Opening Prayer was led by Commissioner Jennings. The Pledge of Allegiance of led by Mayor Gingher.

3. Additions or Deletions

- Add New Business Item #4- A Resolution authorizing the city of Arkansas City to participate in the Kansas Mutual Aid program for Utilities.

Motion made by Commissioner Spielman, Seconded by Commissioner Warren to approve the addition of item #4 under new business.

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

4. Approval of the Agenda

Motion made by Commissioner Warren, Seconded by Commissioner Rogers to approve the agenda as amended.

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

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

Jose Garcia, 1002 S 1st, Arkansas City, addressed the commission regarding the zoning change on the property located at 405 S. 3rd Street. It was the consensus of the commission that Mr. Garcia address this concern with the Planning Commission.

## Consent Agenda

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

Motion made by Commissioner Warren, Seconded by Commissioner Rogers to approve the consent agenda as presented.

1. Approve the July 19, 2022 regular meeting minutes as written.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor declared the consent agenda approved.

## New Business

### Ordinances for Consideration

1. City Clerk Shook presented for consideration first reading of an Ordinance adopting the budgeted pay plan to become effective August 13, 2022. Human Resources Director McFarland discussed the additional positions added to the master wage plan.

Motion made by Commissioner Warren, Seconded by Commissioner Spielman to approve the Ordinance adopting the budgeted pay plan to become effective August 13, 2022.

Roll Call Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved and given **Ordinance No. 2022-08-4557.**

### Resolutions for Consideration

1. City Clerk Shook presented for consideration a Resolution scheduling a public hearing at 5:30 p.m. on September 20, 2022, in the Commission Chambers at City Hall, to determine if structures located at 822 S. 1<sup>st</sup> St., 814 N. 5<sup>th</sup> St., 906 S. 7<sup>th</sup> St., 523/525 N. 9<sup>th</sup> St., 722/724 N. B St., 902 S. C St., 415 E. Jefferson Ave, and 829 S. Summit St., are unsafe and dangerous. Building Official Bellis briefly discussed the demolition process. City Clerk Shook stated this legislation is to set the public hearing only.

Motion made by Commissioner Spielman, Seconded by Commissioner Warren to schedule a hearing at 5:30 PM on September 20, 2022, in the Commission Chambers at City Hall, to determine if structures located at 822 S. 1st St., 814 N. 5th St., 906 S. 7th St., 523/525 N. 9th St., 722/724 N. B St., 902 S. C St., 415 E. Jefferson Ave, and 829 S. Summit St., are unsafe and dangerous.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approve and given **Resolution No. 2022-08-3492.**

2. City Clerk Shook presented for consideration a Resolution authorizing the City of Arkansas City approve a Temporary Construction easement with Evergy Kansas South, Inc., to store construction material and equipment on city property located north of the C Street canal on 71<sup>st</sup> Road. City Manager Frazer stated Evergy has requested a temporary construction easement to store construction materials. He noted the

project should take approximately a year and Evergy will maintain the property during this return it back to its original condition when the project is completed.

Motion made by Commissioner Rogers, Seconded by Commissioner Warren to approve a Temporary Construction easement with Evergy Kansas South, Inc., to store construction material and equipment on city property located north of the C Street canal on 71st Road with condition they remove all fencing and constructing materials and return to original condition.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved and given **Resolution No. 2022-08-3493.**

- 2. City Clerk Shook presented for consideration setting the date of September 6, 2022 for a public hearing for the 2023 budget and consider a Resolution approving the Notice of Budget Hearing for publication for the City of Arkansas City. Finance Director/Treasurer Waggoner stated the next item in the budget process is to set a public hearing. This public hearing would immediately follow the RNR hearing set for September 6, 2022 as well. She stated that once the proposed 2023 budget is published, expenses cannot be increased but can be decreased.

Motion made by Commissioner Warren, Seconded by Commissioner Jennings to set date of September 6, 2022 as a public hearing for the 2023 budget and approve the Resolution approving the Notice of Budget Hearing for publication and for the City of Arkansas City.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved and given **Resolution No. 2022-08-3494.**

- 4. City Clerk Shook presented for discussion a Resolution authorizing the City of Arkansas City to participate in the Kansas Mutual Aid program for Utilities. City Manager Frazer stated this item is a mutual aid program that provides an avenue for cities in the state of Kansas to back each other up in the utility world and also establishes rules for FEMA regarding reimbursement to other cities who would help us in a utility emergency.

Motion made by Commissioner Spielman, Seconded by Commissioner Rogers to approve a Resolution authorizing the city of Arkansas City to participate in the Kansas Mutual Aid program for Utilities.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved and given **Resolution No. 2022-08-3495.**

**Staff Report Presentations**

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

- Recent water main breaks.
- Thursday we will receive the final draft of the Water Master Plan. Once reviewed will be brought before the commission for approval.
- North Summit – The holes will be patched soon with asphalt to follow. There will be additional costs to repair the large amount of holes, but the project overall is still under budget. The project will be done before school starts.
- Archeology study - waiting on maps.
- Another housing developer will attend August 12th work session with plans for the commission review.

- KanCap training will be August 17<sup>th</sup> from 4-6 p.m. Arkansas City at the Water Treatment Plant.
- Kansas league conference is October 8-10 in Overland Park.
- Infrastructure hub summit – KMU, Kansas Power pool, and KS Municipal Energy Agency, have hired a consultant to help find grants and resources for cities.

### **Adjournment**

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

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher

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

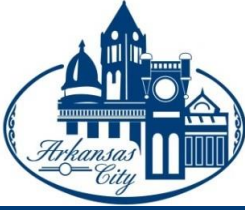
\_\_\_\_\_  
Kanyon Gingher, Mayor

**ATTEST:**

\_\_\_\_\_  
Lesley Shook, City Clerk

**Prepared by:**

\_\_\_\_\_  
Lesley Shook, City Clerk



# City of Arkansas City

## SPECIAL CITY COMMISSION MEETING MINUTES

Tuesday, August 02, 2022 at 5:00 PM – 118 W Central Ave, Arkansas City, KS

### Roll Call

#### PRESENT

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

### Executive Session

1. Motion made by Commissioner Spielman, Seconded by Commissioner Jennings to recess into executive session to discuss the City Manager's evaluation, pursuant to K.S.A. 75-4319(b)(1) personnel matters of nonelected personnel, the public meeting to resume in the commission chambers at 5:25 p.m.

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

The Governing Body returned to the commission chambers at 5:25 p.m.

Motion by Commissioner Spielman, Seconded by Commissioner Warren to recess the special public meeting to allow the Governing Body to attend the regular city commission meeting at 5:30 p.m. The special public meeting to resume, in the commission chambers, after the adjournment of the regular city commission meeting.

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

### Executive Session- Continued

The governing body resumed the special commission meeting at 6:10 p.m. in the commission chambers.

Motion made by Mayor Gingher, Seconded by Commissioner Warren to recess into executive session to discuss the City Manager's evaluation, pursuant to K.S.A. 75-4319(b)(1) personnel matters of nonelected personnel, the public meeting to resume in the commission chambers at 6:40 p.m.

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

The governing body returned to the commission chambers at 6:40 p.m.



Motion by Mayor Gingher, Seconded by Commissioner Rogers to extent the executive session, to include the City Manager. The public meeting to resume in the commission chambers at 6:55 p.m.

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

The governing body returned to the commission chambers at 6:55 p.m.

**Adjournment**

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

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

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

\_\_\_\_\_  
Kanyon Gingher, Mayor

**ATTEST:**

\_\_\_\_\_  
Lesley Shook, City Clerk

**Prepared by:**

\_\_\_\_\_  
Lesley Shook, City Clerk



# City Commission Agenda Item

**Meeting Date:** 8/16/22  
**From:** Josh White, Principal Planner  
**Item:** 405 S 3<sup>rd</sup> St Rezone

**Purpose:** An ordinance authorizing the rezoning of 405 S 3<sup>rd</sup> Street , from C-3 (General Commercial District) to R-1 (Low Density Residential District). (Roll Call Vote)

**Background:**

Jose and Corinna Garcia have requested 405 S 3<sup>rd</sup> Street be rezoned. The surrounding area is comprised of public and residential uses. The City Water Treatment Facility and school district bus barn is to the west. Residential can be found north, south and east of the site. The property consists of approximately 0.51 acres. The project will be to convert the former greenhouse into a dwelling. The applicants are requesting a rezone from C-3, General Commercial District to an R-3, High Density Residential District. Staff recommends approval of the rezone request. The Planning Commission held a public hearing on Tuesday, July 12, 2022. At the close of the public hearing due to concerns about allowing multiple dwelling units on the property and after consultation with the applicants, the Planning Commission voted unanimously to recommend the property be rezoned to R-1, Low Density Residential District. While staff understands the Planning Commission’s concerns, we still recommend the property be rezoned to R-3, High Density Residential District to match the surrounding zoning district. For this reason, two versions of the ordinance are attached to this report along with the staff report. The title of this item reflects the recommendation of the Planning Commission.

**Commission Options:**

1. Approve ordinance on the first reading
2. Table and approve on second reading
3. Take recommendation of staff and rezone to R-3 and approve that ordinance with 2/3 majority.
3. Dissapprove ordinance with 2/3 majority
4. Table and send back to Planning Commission for further consideration

**Fiscal Impact:**

Amount: Cost of publication

Fund:	Department:	Expense Code:
_____ Included in Budget	_____ Grant _____ Bonds	_____ Other (explain)

**Attachments:** Staff report, ordinance

**Approved for Agenda by:**




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Randy Frazer, City Manager



(First Published in the Cowley CourierTraveler, \_\_\_\_\_2022)

**ORDINANCE NO. 2022-08-**

**AN ORDINANCE AUTHORIZING THE RE-ZONING OF 405 S 3RD STREET, FROM “C-3” (GENERAL COMMERCIAL DISTRICT) TO “R-1” (LOW DENSITY RESIDENTIAL DISTRICT).**

WHEREAS, the City of Arkansas City Planning Commission, after providing notice and holding a hearing pursuant to K.S.A. § 12-756 and K.S.A. § 12-757, has considered the proposed request to re-zone property, and recommended the City grant the Petition to re-zone with the most restrictive zoning district (R-1) for the proposed use instead of the proposed R-3 district; and

WHEREAS, the Governing Body of the City of Arkansas City, Kansas, after due investigation and consideration has determined that the nature and extent of the public use and interest to be subserved is such as to warrant the re-zoning of the property at issue; and

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

SECTION ONE: The property legally described as:

Lots 1-5 lying East of railroad and canal, Block 101, Original Townsite to Arkansas City, Cowley County, Kansas

AND

Lots 22-26 and the South Half of Lot 27, Block 101, Original Townsite to Arkansas City, Cowley County, Kansas.

IS HEREBY RE-ZONED from a C-3 (General Commercial District) to an R-1 (Low Density Residential District).

SECTION TWO: This ordinance shall take effect and be in full force from and after its adoption by the governing body of the City of Arkansas City and either (a) publication once in the official newspaper of the City, or (b) publication of a summary of this Ordinance certified as legally accurate and sufficient by the City Attorney.

SECTION THREE: A certified copy of this ordinance signed by the City Clerk for the City of Arkansas City, Kansas, shall be recorded in the Office of the Register of Deeds, Cowley County, Kansas.

PASSED AND ORDAINED by the Governing Body of the City of Arkansas City, Kansas this \_\_\_ day of August, 2022.

(Seal)

\_\_\_\_\_  
Kanyon Gingher, Mayor

ATTEST:

\_\_\_\_\_  
Lesley Shook, Clerk

APPROVED AS TO FORM

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

**CERTIFICATE**

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

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

\_\_\_\_\_  
Lesley Shook, Clerk

(First Published in the Cowley CourierTraveler, \_\_\_\_\_2022)

**ORDINANCE NO. 2022-08-**

**AN ORDINANCE AUTHORIZING THE RE-ZONING OF 405 S 3RD STREET, FROM “C-3” (GENERAL COMMERCIAL DISTRICT) TO “R-3” (HIGH DENSITY RESIDENTIAL DISTRICT).**

WHEREAS, the City of Arkansas City Planning Commission, after providing notice and holding a hearing pursuant to K.S.A. § 12-756 and K.S.A. § 12-757, has considered the proposed request to re-zone property, and recommended the City grant the Petition to re-zone with the most restrictive zoning district (R-1) for the proposed use; and

WHEREAS, staff feels that the most appropriate zoning district for this property is R-3, High Density Residential District due to the surrounding property’s zoning district and recommends the R-3 zoning.

WHEREAS, the Governing Body of the City of Arkansas City, Kansas, after due investigation and consideration has determined that the nature and extent of the public use and interest to be subserved is such as to warrant the re-zoning of the property at issue and desires to override the recommendation of the Planning Commission with a 2/3 majority vote of the governing body, as provided by law; and

WHEREAS, a portion of the re-zone area was formerly railroad right-of-way and therefore did not carry a zoning district and this action would rectify that.

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

SECTION ONE: The Governing Body, upon a two-thirds (2/3) majority vote, has determined that the Petition to Re-Zone should be granted based on evidence submitted by the petitioner and staff that the re-zoning will not adversely affect the surrounding neighborhood. Therefore, the Governing Body hereby formally grants the Petition to Re-Zone property legally described as:

Lots 1-5 lying East of railroad and canal, Block 101, Original Townsite to Arkansas City, Cowley County, Kansas

AND

Lots 22-26 and the South Half of Lot 27, Block 101, Original Townsite to Arkansas City, Cowley County, Kansas.

IS HEREBY RE-ZONED from a C-3 (General Commercial District) to an R-3 (High Density Residential District).

SECTION TWO: This ordinance shall take effect and be in full force from and after its adoption by the governing body of the City of Arkansas City and either (a) publication once in the official newspaper of the City, or (b) publication of a summary of this Ordinance certified as legally accurate and sufficient by the City Attorney.

SECTION THREE: A certified copy of this ordinance signed by the City Clerk for the City of Arkansas City, Kansas, shall be recorded in the Office of the Register of Deeds, Cowley County, Kansas.

PASSED AND ORDAINED by the Governing Body of the City of Arkansas City, Kansas this \_\_\_ day of August, 2022.

(Seal)

\_\_\_\_\_  
Kanyon Gingher, Mayor

ATTEST:

\_\_\_\_\_  
Lesley Shook, Clerk

APPROVED AS TO FORM

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

**CERTIFICATE**

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

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

\_\_\_\_\_  
Lesley Shook, Clerk



# STAFF REPORT

City of Arkansas City Neighborhood Services Division  
 Josh White, Principal Planner  
 118 W Central Ave, Arkansas City, KS 67005  
 Phone: 620-441-4420 Fax: 620-441-4403 Email: [jwhite@arkansascityks.gov](mailto:jwhite@arkansascityks.gov) Website: [www.arkcity.org](http://www.arkcity.org)

CASE NUMBER  
 RZ-2022-113

APPLICANT/PROPERTY OWNER  
 Jose & Corinna Garcia

PUBLIC HEARING DATE  
 July 12, 2022

PROPERTY ADDRESS/LOCATION  
 405 S 3<sup>rd</sup> St

**SUMMARY OF REQUEST**

The subject property is located at 405 S 3<sup>rd</sup> Street. The surrounding area is comprised of public and residential uses. The City Water Treatment Facility and school district bus barn is to the west. Residential can be found north, south and east of the site. The property consists of approximately 0.51 acres. The project will be to convert the former greenhouse into a dwelling. The applicants are requesting a rezone from C-3, General Commercial District to an R-3, High Density Residential District. Staff recommends approval of the rezone request.



Map data ©2022 Esri World Topographic map

<p><b>EXISTING ZONING</b>                  C-3-General Commercial District</p>	<p><b>EXISTING LAND USE</b>                  Former greenhouse and living quarters</p>	<p><b>SURROUNDING ZONING &amp; LAND USE</b>                  North-R-3; Residential                  East-R-3; Residential                  South-R-3; Residential                  West-P; Public</p>	<p><b>SITE IMPROVEMENTS</b>                  Greenhouse and warehouse</p>	<p><b>SIZE OF PROPERTY</b>                  0.51 acres</p>
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STAFF RECOMMENDATION

**APPROVE**

**APPROVE WITH CONDITIONS**

**DENY**

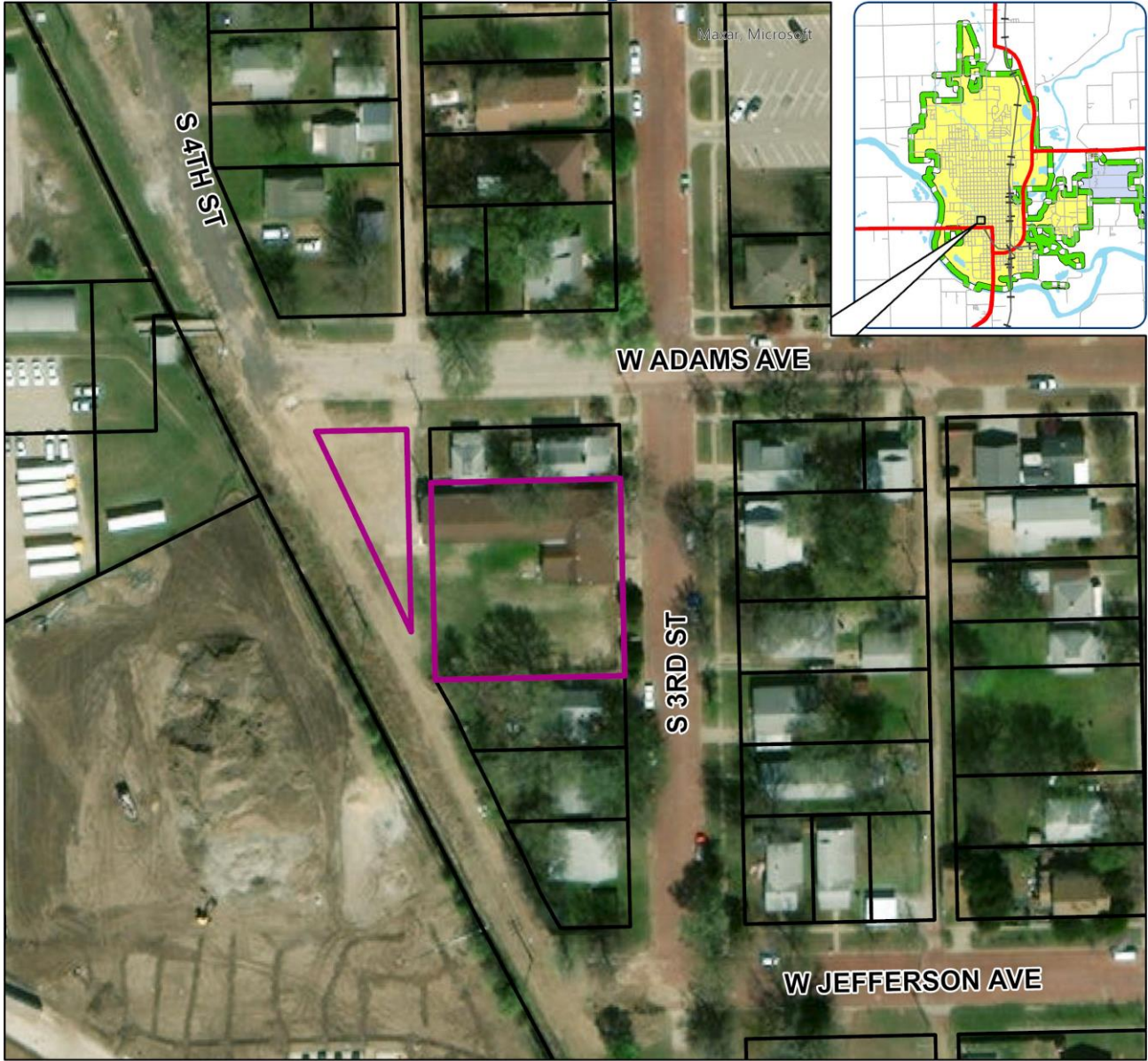
**COMPATIBILITY with the COMPREHENSIVE PLAN**  
 The Future Land Use portion of the Comprehensive Plan designates the subject property as commercial use. The proposed use is residential. As noted previously this is a residential neighborhood. Now that the century old business has closed, it is appropriate for a residential use to be placed on this site. This action does not meet a specific goal of the Comprehensive Plan but as has been noted in the development of the new Comprehensive Plan, we are experiencing a housing shortage and conversion of an underused building into a residential use provides yet another housing unit.

**PROPERTY HISTORY**  
 According to an Arkansas City Traveler article from December 25, 2013, the business had recently closed. The business was originally started in 1909 in another location. The article doesn't specifically state when the shop moved to this location but notes the business was a century old. Country records have buildings on this site built anywhere from 1890 to 1950 so it is very difficult to determine the precise date these buildings were built. In 1965, the property was rezoned from residential to commercial but the case file itself appears lost so no details are available. An accessory structure was removed in 2017. In 2020, a conditional use permit was requested for a tire and lube shop, the request was tabled and later withdrawn

**COMPATIBILITY with the ZONING ORDINANCE**  
 The surrounding area is comprised of public and residential uses. It is the intent of the residential zoning districts to provide for areas of low, medium and high density residential development including certain public or private uses which are compatible with the residential neighborhood. The change in classification would be consistent with the intent and purpose of these regulations as the proposed use is residential.



### Rezone Request



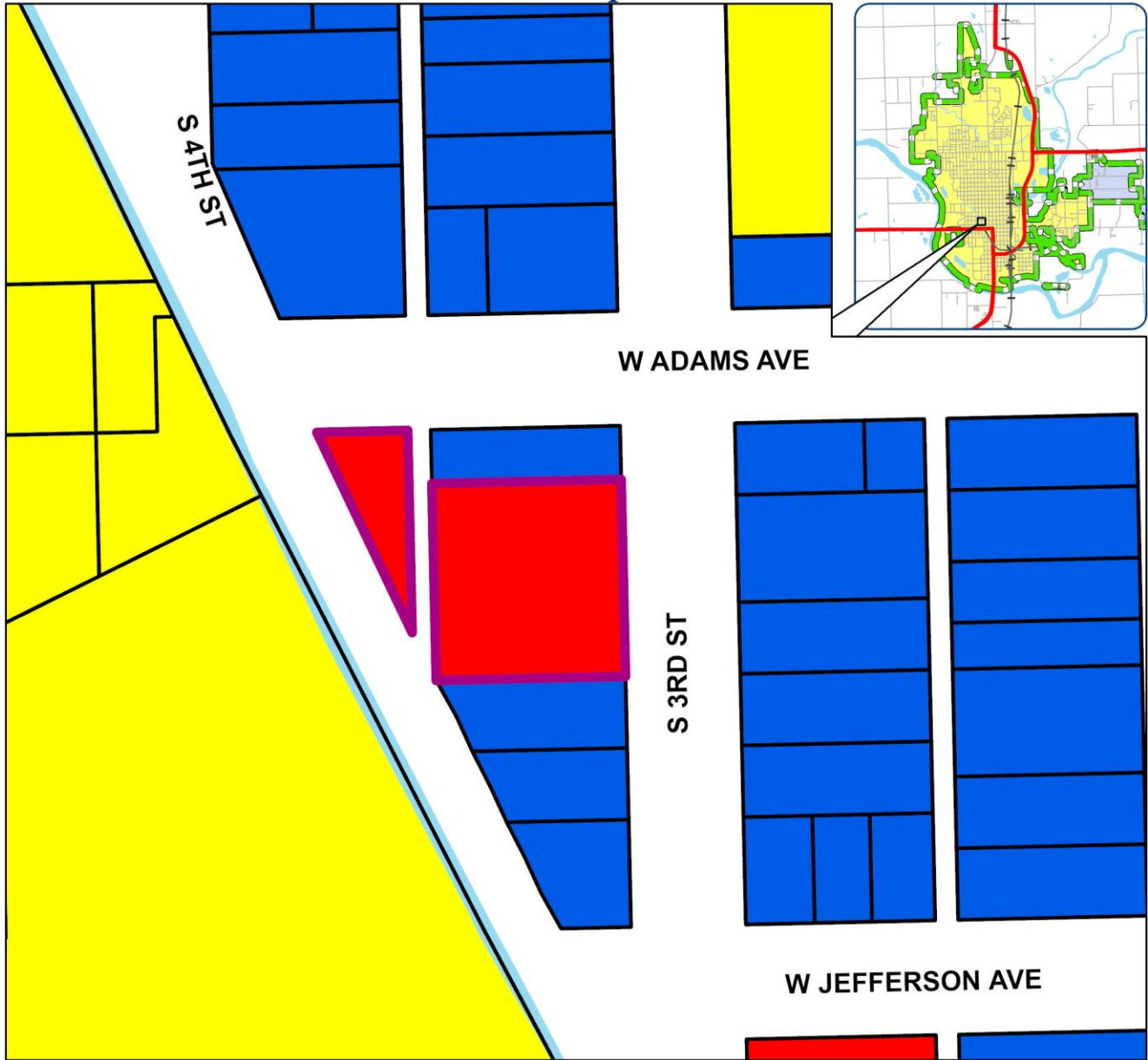
A request for a rezone at 405 S 3rd Street  
 from a C-3 General Commercial District  
 to an R-3 High Density Residential District

-  City Limits
-  Rezone
-  Property Lines

Produced by the  
 City of Arkansas City GIS  
 using the best available  
 data to date.  
 Created: June 03, 2022



### Rezone Request



A request for a rezone at 405 S 3rd Street from a C-3 General Commercial District to an R-3 High Density Residential District

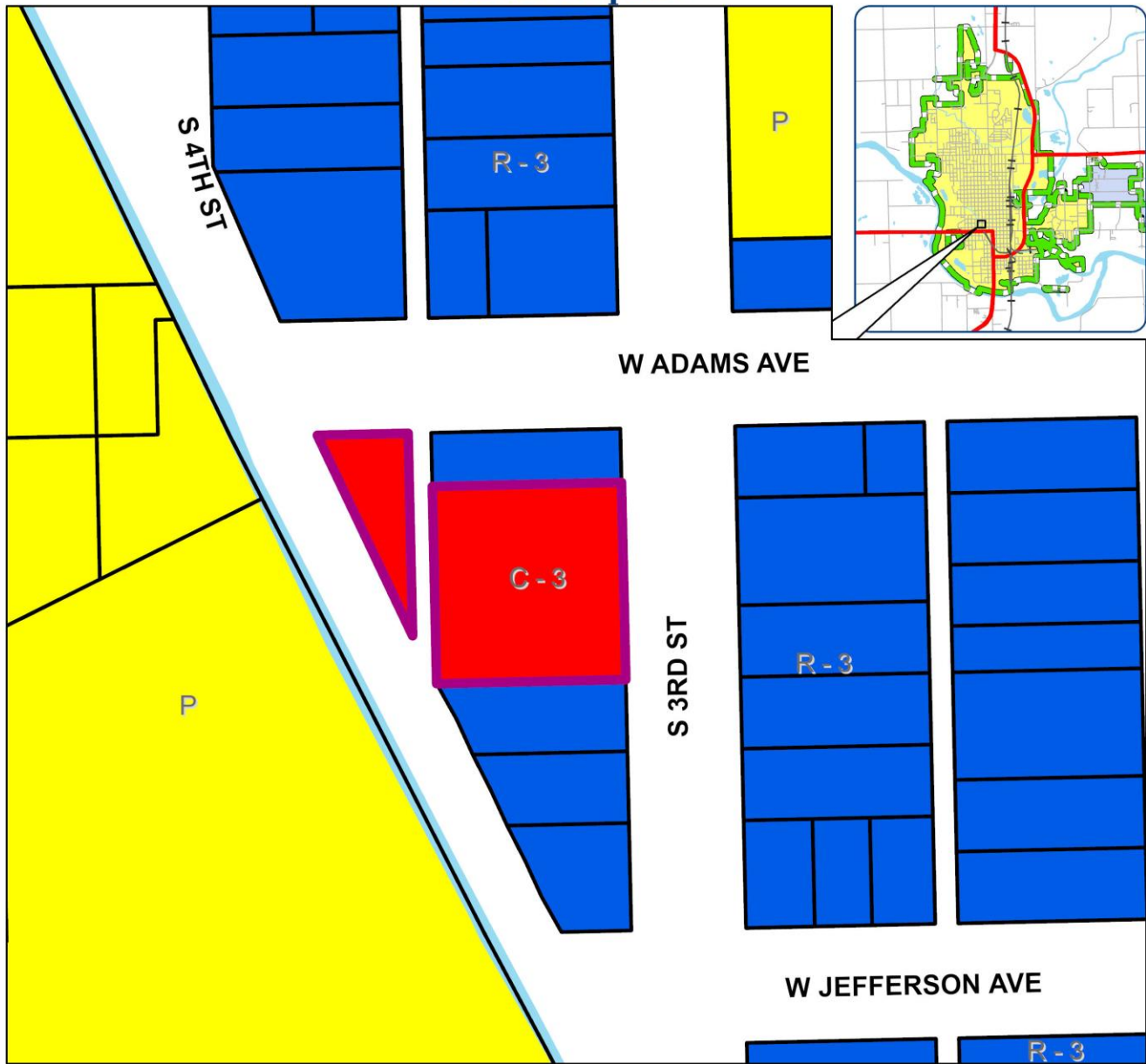
- City Limits
- Rezone
- Property Lines

- Future Land Use**
- Residential
  - Commercial
  - Public

Produced by the City of Arkansas City GIS using the best available data to date. Created: June 03, 2022



### Rezone Request



A request for a rezone at 405 S 3rd Street  
 from a C-3 General Commercial District  
 to an R-3 High Density Residential District

- City Limits
- Rezone
- Property Lines

- Zoning**
- R-3, High Density Residential
  - C-3, General Commercial District
  - P, Public Use District

Produced by the  
 City of Arkansas City GIS  
 using the best available  
 data to date.  
 Created: June 03, 2022



## Site Plan

**No site plan was provided and none was required.**

## Findings

When a proposed amendment would result in a change of the zoning classification of any specific property, the recommendation of the Planning Commission, accompanied by a copy of the record of the hearing, shall contain statements as to the present classification, the classification under the proposed amendment, the reasons for seeking such reclassification, a summary of the facts presented, and a statement of the factors upon which the recommendation of the Planning Commission is based, using the following guidelines. Note that all references to agriculture in this report also include associated residential uses.

**1. Whether the change in classification would be consistent with the intent and purpose of these regulations;**

The surrounding area is comprised of public and residential uses. It is the intent of the residential zoning districts to provide for areas of low, medium and high density residential development including certain public or private uses which are compatible with the residential neighborhood. The change in classification would be consistent with the intent and purpose of these regulations as the proposed use is residential.

**2. The character and condition of the surrounding neighborhood and its effect on the proposed change;**

The surrounding area is comprised of public and residential uses. The City Water Treatment Facility and school district bus barn is to the west. Residential can be found north, south and east of the site. Residential development in this area should not negatively affect the neighborhood as it is already predominately residential. This had been a long standing business that was closed and the applicant wants to convert it into their home.

### Neighborhood Photos



The subject property



North along 3<sup>rd</sup> Street



Rear of property and view of Adams Street



North side of property

**3. Whether the proposed amendment is made necessary because of changed or changing conditions in the area affected, and, if so, the nature of such changed or changing conditions;**

The current Commercial Zoning District does not allow the proposed use. While residential is permitted in commercial districts, it cannot be on the ground floor. This use would also match the residential character of the neighborhood. The neighborhood appears to not be changing from residential to commercial.

**4. The current zoning and uses of nearby properties, and the effect on existing nearby land uses upon such a change in classification;**

North, south and east of the site is residential. This area is zoned residential. To the west is public and is zoned public to match the uses. The area, with the exception of the public areas to the west is not changing from residential.

**5. Whether every use that would be permitted on the property as reclassified would be compatible with the uses permitted on other property in the immediate vicinity;**

The proposed use of residential would be permitted under the R-3 High Density Residential District. This is part of the core residential area of the City that has a mix of densities so that is why this district was chosen. The R-3 district does allow more intense residential density but again the neighborhood is already mixed density and is adjacent to the college just north of the neighborhood.

**6. The suitability of the applicants property for the uses to which it has been restricted;**

The property is currently zoned for commercial use; the buildings are vacant. The proposed use is not a commercial use and commercial use no longer appears compatible with the neighborhood. The 2013 Comprehensive Plan called for this area to be commercial but that was when the business was still open.

**7. The length of time the subject property has remained vacant or undeveloped as zoned;**

McCool’s Flower shop closed in 2013 and the buildings have been vacant ever since.

**8. Whether adequate sewer and water facilities, and all other needed public services exist or can be provided to serve the uses that would be permitted on the property if it were reclassified;**

All sewer, water and other utilities are readily available at or near the site. Police and Fire should be able to serve the building without any changes to services.

9. **The general amount of vacant land that currently has the same zoning classification for the subject property, particularly in the vicinity of the subject property, and any special circumstances that make a substantial part of such vacant land available or not available for development;**

There is certainly other land that is zoned residential however this is not new construction and utilizes and underused building.

10. **Whether the proposed amendment would be in conformance to and further enhance the implementation of the City's Comprehensive Plan;**

The Future Land Use portion of the Comprehensive Plan designates the subject property as commercial use. The proposed use is residential. As noted previously this is a residential neighborhood. Now that the century old business has closed, it is appropriate for a residential use to be placed on this site. This action does not meet a specific goal of the Comprehensive Plan but as has been noted in the development of the new Comprehensive Plan, we are experiencing a housing shortage and conversion of an underused building into a residential use provides yet another housing unit.

11. **Whether the relative gain to the public health, safety, and general welfare outweighs the hardship imposed upon the applicant by not upgrading the value of the property by such reclassification; and,**

The public health, safety and general welfare should not be negatively impacted by this rezoning.

12. **Such other factors as the Planning Commission may deem relevant from the facts and evidence presented in the application**

13. **The recommendations of professional staff;**

It is the recommendation of staff that the requested rezoning C-3 to R-3 be approved based on the following conclusions:

- The development appears compatible with the area.
- The buildings have not been fully utilized since 2013.
- The project should not adversely affect the neighboring properties as it matches their use
- The public health, safety and general welfare should not be negatively impacted by this rezoning.



# City Commission Agenda Item

**Meeting Date:** August 16<sup>th</sup>, 2022  
**From:** Eric Burr, Chief of Police  
**Item:** Purchase of Body Worn Camera System

**Purpose:** Consider a Resolution authorizing the City of Arkansas City, to enter a contract with Utility, Inc., Decatur, GA, for twenty-seven (27) body worn cameras with an upfront fee not to exceed \$54,000 for 2022, and \$150,000 over 5-years. **(Voice Vote)**

**Background:**

The Arkansas City Police Department has researched the replacement of their current body worn camera platform which has become antiquated and unserviceable. A committee of department members were tasked with researching at least three options. As a result, the committee and Police Chief Eric Burr recommend entering a contract with Utility Body Worn Solutions for an amount not to exceed \$54,000 for 2022, and \$150,000 over 5-years. A federal grant recently acquired through the American Rescue Plan Act will be applied in the amount of \$25,000 and previously budgeted funds make up the remainder for the associated cost for 2022. The proposed budget for these line items have already been requested for 2023.

The recommendation bid is the highest of the three, however, staff finds the greatest difference in how the Utility Body Worn Camera is mounted in a fashion that will not detach during great physical strain as seen in foot pursuits, running in the direction of critical incidents, or becoming involved in physical altercations. Technology benefits include activation of camera when an officer's gun is removed from the holster and officer down alerts that activate when the camera is in a horizontal position which automatically sound an officer down alert to other active cameras then dispatch with a location of the downed officer. The system is also capable of livestreaming to show exactly what has happened to the officer giving live updates to responding officers and paramedics. Additionally, the system utilizes cloud storage of data in contrast to on-site server storage. The data from a recorded incident is immediately uploaded to cloud storage when in range of the Rocket IoT (installed in each patrol car and the department building) which transfers real time data and makes the files viewable, near immediately. This feature is in contrast with the current platform that requires docking and long periods of downloading before viewing data. The cloud storage enables the department to share discovery items with prosecutors in a much more effective and efficient manner than burning disks. The department plans to replace mobile recording units currently found in patrol cars with the Utility product as they outfit new police vehicles to achieve a level of consistency on the platform. The lease program will cover all damaged will cover all damaged cameras with replacements and software updates free of charge though the lifetime of the contract.

**Commission Options:**

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

**Fiscal Impact:**

Amount: \$54,000

Fund: **01-General Fund** Department: **421-Police** Expense Code: **7405-Machinery/Equipment**

Included in budget       Grant       Bonds       Other Not Budgeted

**Approved for Agenda by:**



---

Randy Frazer, City Manager



RESOLUTION NO. 2022-08-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO PURCHASE TWENTY-SEVEN (27) BODY WORN CAMERAS FROM UTILITY, INC., DECATUR, GA, FOR AN AMOUNT NOT TO EXCEED \$54,000.00 FOR 2022, AND \$150,000 OVER 5-YEARS.**

**WHEREAS,** the City of Arkansas City Police Department needs twenty-seven (27) body worn cameras to replace the current camera platform which has become antiquated and unserviceable; and

**WHEREAS,** the City of Arkansas City Police Department will enter a contract with Utility, Inc. for an amount not to exceed \$54,000 for 2022, and \$150,000 over 5-years; and

**WHEREAS,** the City of Arkansas City Police Department will apply a federal grant in the amount of \$25,000, recently acquired through American Rescue Plan Act and previously budgeted funds to cover the remainder of the cost for 2022.

**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 authorizes the City of Arkansas City, Kansas, to purchase twenty-seven (27) body worn cameras from Utility, Inc., Decatur, GA, for an amount not to exceed \$54,000.00 for 2022, and \$150,000 over 5-years.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 16<sup>th</sup> day of August 2022.

(Seal)

\_\_\_\_\_  
Kanyon Gingher, Mayor

ATTEST:

\_\_\_\_\_  
Lesley Shook, City Clerk

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-08-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on August 16, 2022, as the same appears of record in my office.

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

\_\_\_\_\_  
Lesley Shook, City Clerk

<b>Body Worn Camera System</b>			
COMPANY	Utility, Inc. Decatur, GA	Axon Enterprise, Inc. Scottsdale, AZ	Motorola Solutions Chicago, IL
COMM. BUNDLE	BWC-H/S-4005	73673	V300
CAMERA BUNDLE	BW-H/C-4005	AB3	V300
LEASE	5 YEARS	5 YEARS	5 YEARS
QUOTE PRICE	\$ 150,000.00	\$ 95,789.42	\$ 95,140.00
WARRANTY	5 YEARS, 24/7 Tech Support & Training	Extended for Body 3 Camera & Dock	3YR V300 No Fault/1YR LIC. & SUPPORT/5 YR RACK SERVER
Recommendation to proceed with Utility, Inc. for advance technology and overall functionality			

# Arkansas City KS Police

**Arkansas City KS Police**  
 118 West Central Avenue  
 Arkansas City, KS 67005  
 United States

**Eric Burr**  
 Chief  
 eburr@arkcity.org  
 6038978477

**Reference: 20220714-164927086**  
 Quote created: July 14, 2022  
 Quote expires: September 12, 2022  
 Quote created by: Brian Churchill  
 Business Manager  
 bchurchill@utility.com  
 +1 (470) 391-6452

### Comments from Brian Churchill

Utility is honored the Arkansas City Police Department has chosen the Utility BodyWorn solution for its officers. We Look forward to partnering with you to serve the Arkansas City community. Please accept this professional services agreement and proposal for review and consideration. \*The below items will service 27 Officers with 27 BWC's and 7 Police Vehicles with RocketIoT Communications. \*\*The value on this quote covers all 5 years of the service agreement.

### Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
BodyWorn and Rocket IoT Communications Bundle BodyWorn Camera and Mount, Holster Sensor, Media Controller, Rocket IoT for high speed data communication, OBD 2, AVail Web SaaS, Warranty, and 24/7 Technical Support, Installation, Training.	BWC-H/S-4005	7	\$9,710.00	\$67,970.00 for 5 years
BodyWorn Bundle BodyWorn Camera and Mount, Holster Sensor, Media Controller, CAD Activation, AVail Web SaaS, Warranty, and 24/7 Technical Support, Installation, Training.	BW-H/S-4005	20	\$6,320.00	\$126,400.00 for 5 years

**Subtotals**

Section , Item 1.

One-time subtotal

\$194,370.00

**Other Fees**

New Kansas Customer Discount

-\$44,370.00

**Total \$150,000.00**

**Purchase Terms**

This Service Agreement Contract assumes a initial payment of \$54,000 due upon signature and equal annual payments of \$24,000 years 2-5.

**Signature**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

**Questions? Contact me**



Brian Churchill  
Business Manager  
bchurchill@utility.com  
+1 (470) 391-6452

Utility Associates, Inc.  
250 E. Ponce de Leon Ave, Suite 700  
Decatur, GA 30030  
US



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-3962

Issued: 05/19/2022

Quote Expiration: 09/02/2022

Estimated Contract Start Date: 09/15/2022

Account Number: 113598

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-117 W Central Ave 117 W Central Ave Arkansas City, KS 67005-2621 USA	ARKANSAS CITY POLICE DEPT. - KS 117 W Central Ave Arkansas City, KS 67005-2621 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matthew Pulido Phone: Email: mpulido@axon.com Fax:	Travis Stroud Phone: (620) 441-4444 Email: tstroud@arkansascityks.gov Fax:

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$95,789.42</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$95,789.42</b>

**Discount Summary**

Average Savings Per Year	(\$3,624.77)
<b>TOTAL SAVINGS</b>	<b>(\$18,123.84)</b>

**Payment Summary**

Date	Subtotal	Tax	Total
Aug 2022	\$24,301.90	\$0.00	\$24,301.90
Sep 2022	\$2,750.00	\$0.00	\$2,750.00
Aug 2023	\$17,184.38	\$0.00	\$17,184.38
Aug 2024	\$17,184.38	\$0.00	\$17,184.38
Aug 2025	\$17,184.38	\$0.00	\$17,184.38
Aug 2026	\$17,184.38	\$0.00	\$17,184.38
<b>Total</b>	<b>\$95,789.42</b>	<b>\$0.00</b>	<b>\$95,789.42</b>

Quote Unbundled Price:  
 Quote List Price:  
 Quote Subtotal:

**\$77,665.58**  
**\$95,789.42**

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>A la Carte Hardware</b>									
AB3C	AB3 Camera Bundle	27			\$710.67	\$1,270.83	\$34,312.41	\$0.00	\$34,312.41
AB3MBD	AB3 Multi Bay Dock Bundle	3			\$1,515.83	\$2,515.67	\$7,547.01	\$0.00	\$7,547.01
<b>A la Carte Software</b>									
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	1000	60		\$0.40	\$0.40	\$24,000.00	\$0.00	\$24,000.00
BasicLicense	Basic License Bundle	25	60		\$15.00	\$15.00	\$22,500.00	\$0.00	\$22,500.00
ProLicense	Pro License Bundle	2	60		\$39.00	\$39.00	\$4,680.00	\$0.00	\$4,680.00
<b>A la Carte Services</b>									
85144	AXON STARTER	1			\$2,750.00	\$2,750.00	\$2,750.00	\$0.00	\$2,750.00
<b>Total</b>							<b>\$95,789.42</b>	<b>\$0.00</b>	<b>\$95,789.42</b>

# Delivery Schedule

## Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	30	08/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	27	08/15/2022
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	30	08/15/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	08/15/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	3	08/15/2022

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	25	09/15/2022	09/14/2027
Basic License Bundle	73840	EVIDENCE.COM BASIC LICENSE	25	09/15/2022	09/14/2027
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	6	09/15/2022	09/14/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	2	09/15/2022	09/14/2027
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	1000	09/15/2022	09/14/2027

## Services

Bundle	Item	Description	QTY
A la Carte	85144	AXON STARTER	1

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AB3 Camera Bundle	80496	EXT WARRANTY, BODY 3 CAMERA	27	08/15/2023	09/14/2027
AB3 Multi Bay Dock Bundle	80498	EXT WARRANTY, BODY 3 EIGHT BAY DOCK	3	08/15/2023	09/14/2027



## Payment Details

### Aug 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	1000	\$6,268.80	\$0.00	\$6,268.80
Year 1	AB3C	AB3 Camera Bundle	27	\$8,962.41	\$0.00	\$8,962.41
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$1,971.29	\$0.00	\$1,971.29
Year 1	BasicLicense	Basic License Bundle	25	\$5,877.00	\$0.00	\$5,877.00
Year 1	ProLicense	Pro License Bundle	2	\$1,222.40	\$0.00	\$1,222.40
<b>Total</b>				<b>\$24,301.90</b>	<b>\$0.00</b>	<b>\$24,301.90</b>

### Sep 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	85144	AXON STARTER	1	\$2,750.00	\$0.00	\$2,750.00
<b>Total</b>				<b>\$2,750.00</b>	<b>\$0.00</b>	<b>\$2,750.00</b>

### Aug 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	1000	\$4,432.80	\$0.00	\$4,432.80
Year 2	AB3C	AB3 Camera Bundle	27	\$6,337.50	\$0.00	\$6,337.50
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$1,393.93	\$0.00	\$1,393.93
Year 2	BasicLicense	Basic License Bundle	25	\$4,155.75	\$0.00	\$4,155.75
Year 2	ProLicense	Pro License Bundle	2	\$864.40	\$0.00	\$864.40
<b>Total</b>				<b>\$17,184.38</b>	<b>\$0.00</b>	<b>\$17,184.38</b>

### Aug 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	1000	\$4,432.80	\$0.00	\$4,432.80
Year 3	AB3C	AB3 Camera Bundle	27	\$6,337.50	\$0.00	\$6,337.50
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$1,393.93	\$0.00	\$1,393.93
Year 3	BasicLicense	Basic License Bundle	25	\$4,155.75	\$0.00	\$4,155.75
Year 3	ProLicense	Pro License Bundle	2	\$864.40	\$0.00	\$864.40
<b>Total</b>				<b>\$17,184.38</b>	<b>\$0.00</b>	<b>\$17,184.38</b>

### Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	1000	\$4,432.80	\$0.00	\$4,432.80
Year 4	AB3C	AB3 Camera Bundle	27	\$6,337.50	\$0.00	\$6,337.50
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$1,393.93	\$0.00	\$1,393.93
Year 4	BasicLicense	Basic License Bundle	25	\$4,155.75	\$0.00	\$4,155.75
Year 4	ProLicense	Pro License Bundle	2	\$864.40	\$0.00	\$864.40
<b>Total</b>				<b>\$17,184.38</b>	<b>\$0.00</b>	<b>\$17,184.38</b>

**Aug 2026**

<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	1000	\$4,432.80	\$0.00	\$4,432.80
Year 5	AB3C	AB3 Camera Bundle	27	\$6,337.50	\$0.00	\$6,337.50
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$1,393.93	\$0.00	\$1,393.93
Year 5	BasicLicense	Basic License Bundle	25	\$4,155.75	\$0.00	\$4,155.75
Year 5	ProLicense	Pro License Bundle	2	\$864.40	\$0.00	\$864.40
<b>Total</b>				<b>\$17,184.38</b>	<b>\$0.00</b>	<b>\$17,184.38</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please provide it prior to invoicing.

Section , Item 1.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

---

Date Signed

5/19/2022





# ARKANSAS CITY POLICE DEPARTMENT

05/17/2022

05/17/2022

ARKANSAS CITY POLICE DEPARTMENT  
117 W CENTRAL AVE  
ARKANSAS CITY, KS 67005

Dear Travis Stroud,

Motorola Solutions is pleased to present ARKANSAS CITY POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide ARKANSAS CITY POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Trey Robinson at [TreyDewayne.Robinson@motorolasolutions.com](mailto:TreyDewayne.Robinson@motorolasolutions.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Trey Robinson



DRAFT

QUOTE-1760232

Billing Address:  
 ARKANSAS CITY POLICE  
 DEPARTMENT  
 117 W CENTRAL AVE  
 ARKANSAS CITY, KS 67005  
 US

Quote Date:05/17/2022  
 Expiration Date:08/15/2022  
 Quote Created By:  
 Trey Robinson  
 TreyDewayne.Robinson@  
 motorolasolutions.com

End Customer:  
 ARKANSAS CITY POLICE  
 DEPARTMENT  
 Travis Stroud  
 tstroud@arkcity.org  
 620-222-7667

Payment Terms:30 NET

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	Sale Price	Refresh Duration
	V300					
1	WAR-300-CAM-NOF	V300 NO FAULT WRRANTY	28	3 YEAR	\$450.00	
2	BW-ACK-V3-TS	V300 TRANSFER STATION II	2		\$1,495.00	
3	BW-V30-10--	V300 BODY WORN CAMERA, MAG CHEST MOUNT	28		\$995.00	false
4	VIS-300-CHG-001	V300, USB DOCK, D300, DESK CHGR/UPLD KIT	12		\$95.00	
5	IV-ACK-BD-M5	V300 IN-CAR WIFI BASE BUNDLE FOR M500	7		\$545.00	
	Evidence Library: Video Evidence Management					
6	SVC-4RE-RMT-410	REMOTE DEPLOYMENT, TRAINING, CONFIGURATION AND PROJECT MANAGEMENT	1		\$1,500.00	
7	KEY-EL50SRV-001	LICENSE,EL5 SITE LICENSE KEY	1		\$1,000.00	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



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Line #	Item Number	Description	Qty	Term	Sale Price	Refresh Duration
8	SFW-BWC-DEV-FEE	EVIDENCE LIBRARY, VISTA/ V300 ANNUAL DEVICE LICENSE & SUPPORT FEE*	28	1 YEAR	\$195.00	
9	SFW-4RE-DEV-FEE	EVIDENCE LIBRARY, 4RE/ M500 ANNUAL DEVICE LICENSE & SUPPORT FEE	7	1 YEAR	\$195.00	
10	HDW-EL5-SRV-117	SVR 16 HDD RAID 6 3U 11-25 5CAL GEN 4	1		\$8,295.00	
11	HDW-SRV-HDD-16T	HD EL5 16TB 6GB/S 7200 RPM 256MB ENT 4KN	12		\$995.00	
12	SFW-SQL-SRV-165	SOFTWARE, SQL SERVER 2016, STD, W /5 CAL	1		Included	
13	WAR-SRV-RCK-5YR	EXTENDED WARRANTY, RACK SERVER (WGA00421-116,-216,-117,-21 7)) FULL SERVICE ON SITE, 5-YEAR	1		\$1,175.00	
14	SVC-MIG-ELX-ELW	ELX TO EVIDENCE LIBRARY MIGRATION SERVICE, PER 1TB OF DATA	40		\$400.00	

Grand Total

\$95,140.00(USD)

## Pricing Summary

	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$86,740.00	\$0.00
Year 2 Subscription Fee	\$4,200.00	\$0.00
Year 3 Subscription Fee	\$4,200.00	\$0.00
Grand Total System Price	\$95,140.00	\$0.00

## Notes:

- Additional information is required for one or more items on the quote for an order.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800





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- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



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## EVIDENCE LIBRARY 5 SOLUTION DESCRIPTION

Evidence Library 5 simplifies evidence management, automates data maintenance, and facilitates management of your department's devices.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely.

The optional SmartControl and SmartConnect smart device applications support live video streaming from body-worn cameras, allowing personnel to view footage captured by the cameras in the app.



## VIDEO EVIDENCE MANAGEMENT

Evidence Library 5 delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, Evidence Library 5 makes evidence management as efficient as possible. With Evidence Library 5, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

### SIMPLIFIED EVIDENCE REVIEW

Evidence Library 5 makes evidence review easier by allowing you to upload captured video and audio from your in-field devices, sharing important information that groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. Incidents recorded from several devices can be found easily and viewed at the same time, eliminating the task of reviewing irrelevant footage.

Its built-in media player includes a visual display of incident data, allowing you to view moments of interest, such as when lights, sirens, or brakes were activated during the event timeline, status of cameras and microphones, and patrol speed graph.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, drawings, and applicable external files can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in Evidence Library.

### EASY EVIDENCE SHARING

Evidence Library 5 empowers you to easily share information in the evidence review or judiciary sharing process by exporting evidence data. It is capable of searching for data using various criteria, including import, export, playback, download, share, and modification dates, allowing users to quickly find relevant evidence.



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## AUTOMATIC DATA MAINTENANCE

Evidence Library 5 lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on any basis, based on how you want to configure the system.

Security groups and permissions are easily set up in Evidence Library 5, allowing you to grant individuals access to evidence on an as-needed basis.

## INTEGRATION WITH IN-CAR AND BODY-WORN CAMERAS

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by M500, V300, 4RE and VISTA camera systems are automatically linked in Evidence Library 5 based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

## OPTIONAL LIVE VIDEO STREAMING

Evidence Library 5 integrates with SmartControl, an optional mobile application for Android and iOS that allows officers to review video evidence from their smartphone or tablet while they're still in the field.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

## DEVICE MANAGEMENT

Agencies using Evidence Library 5 can assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled or assigned device system. Evidence Library 5 also enables devices to be quickly exchanged between officers during shift changes. This minimizes the number of devices needed for your fleet.

## DEVICE TRACKING

You can easily manage, configure, and deploy your in-car and body-worn cameras in Evidence Library 5. Devices can be assigned to personnel within Evidence Library 5 and tracked, helping agencies keep track of which users have specific devices.



**FASTER SHIFT CHANGES**

Evidence Library 5's Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including haptic and audible alert volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within Evidence Library 5 also enable you to configure devices to operate in alignment with your agency's policies and procedures.



## V300 BODY-WORN CAMERA SOLUTION DESCRIPTION

The WatchGuard V300 HD Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.



### KEY FEATURES OF THE V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application** - Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** - The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation** - Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.



## V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source** - The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

## V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios and the V300 Body-Worn Cameras are able to work together to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

## HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.

## DoCKING STATIONS

The V300 has three docking options:

**Transfer Station** - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management



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Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.

**USB Base** - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.



**Wi-Fi Base** - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.



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## VIDEO EVIDENCE STATEMENT OF WORK

### Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (“SOW”) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (“Motorola”) system as presented in this offer to the Customer(hereinafter referred to as “Customer”). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors’ SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

## AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad- hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

## PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

**Deployment Date(s)** refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

## COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.



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Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

## PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

### MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

#### Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

#### System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.



- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

### Technical Trainer / Instructor

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal ("LXP") in the delivery and provide Customer Username and Access Information.

## CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer's project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

### Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer's subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.



- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

### IT Support Team

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

### Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

### General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.



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- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

## PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

### WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

### Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.

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**Customer Responsibilities**

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

**Motorola Deliverables**

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

## SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

### IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

**Motorola Responsibilities**

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

### BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

**Motorola Responsibilities**

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.



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- Verify successful upload from devices after docking back into the transfer station or USB dock.

## SOFTWARE INSTALLATION

### REMOTE SOFTWARE INSTALLATION

Client software will be installed on workstations and up to 5 mobile devices to facilitate provisioning training to Customer personnel. Customer will complete software installation on the remaining workstations and cameras.

#### Motorola Responsibilities

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- Provide instruction on client software deployment utility.

#### Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- Access online training resources identified in the Welcome/IT Call.

#### Motorola Deliverables

- Provide a pre-installation preparation checklist.
- Installation Guide.
- Provide training overviews on hardware/software and system administration for customers during deployment dates.

## INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

#### Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

#### Customer Responsibilities



- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

## HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

## SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

### ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

### Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

### Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.

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- Contact Motorola Solutions to engage Technical Support when needed.

**Motorola Deliverables**

- LXP Enable

**INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)**

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

**Motorola Responsibilities**

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

**Customer Responsibilities**

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

**Motorola Deliverables**

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

**FUNCTIONAL VALIDATION AND PROJECT CLOSURE**

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

**Motorola Responsibilities**

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

**Customer Responsibilities**



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



**Purchase Order Checklist**

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
**(PO will not be processed without this)**

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



# City Commission Agenda Item

**Meeting Date:** August 16, 2022  
**From:** Eric Burr, Chief of Police  
**Item:** Purchase Replacement Tornado Siren

**Purpose:** Consider a Resolution authorizing the City of Arkansas City to purchase a tornado siren, that will replace the current siren located in the 500 block of South 6<sup>th</sup> Street, from Precision Communications, Aberdeen, MS, for an amount not to exceed \$19,640.39. **(Voice Vote)**

**Background:**

The tornado siren requested for purchase is an approved budgeted item. The siren located in the 500 block of South 6<sup>th</sup> Street needs replaced and will be relocated approximately three (3) blocks to the south to enhance the alert system for the neighborhood.

The city requested bids for the tornado siren. Three bids were received, with Precision Communications, Aberdeen, MS, submitting the lowest bid.

**Commission Options:**

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

**Fiscal Impact:**

Amount: \$19,640.39

Fund: **01-General** Department: **207-Neighborhood Services** Expense Code: **7405-Machinery/Equipment**

Included in budget       Grant       Bonds       Other Not Budgeted

**Approved for Agenda by:**

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

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO PURCHASE A TORNADO SIRENS FROM PRECISION COMMUNICATIONS, ABERDEEN, MS, FOR AN AMOUNT NOT TO EXCEED \$19,640.39.**

**WHEREAS**, the City of Arkansas City, Kansas, needs a new outdoor tornado siren to replace an old, outdated siren located in the 500 Block of South 6<sup>th</sup> Street; and

**WHEREAS**, the proposed new tornado siren would be relocated approximately three blocks South in order to enhance the alert system for that neighborhood.

**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 authorizes the City of Arkansas City, Kansas, to purchase a tornado siren from Precision Communications, Aberdeen, MI, for an amount not to exceed \$19,640.39.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 16<sup>th</sup> day of August, 2022.

(Seal)

\_\_\_\_\_  
Kanyon Gingher, Mayor

ATTEST:

\_\_\_\_\_  
Lesley Shook, City Clerk

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-08-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on August 16, 2022, as the same appears of record in my office.

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

\_\_\_\_\_  
Lesley Shook, City Clerk

FIVE CELL OMNI-DIRECTIONAL HIGH POWER VOICE AND SIREN			
COMPANY	Emergency Fire Equipment Mayfield & Eureka, KS	CDL Electric Pittsburg, KS	Precision Communications Aberdeen, MI
SIREN MODEL	WPS2905A	WPS2905A	WPS2905S
RADIO	One-Way 10 Digit DTMF Narrow Band 138-174 MHz	Two-Way 10 Digit DTMF Narrow Band VHF 144-174 MHz	Two-Way 10 Digit DTMF Narrow Band VHF 144-174 MHz
QUOTE PRICE	\$ 20,926.28	\$ 23,312.88	\$ 19,640.39
WARRANTY	Manufacture		5 year
Recommendation to proceed with lowest bid from Precision Communications			



a division of Invena Corporation

**Quote Number 39325**

Section , Item 2.

Quote Date: **08/05/22**

414 N. Osborn  
Mayfield, KS 67103  
800-544-6038

416 E. 5th St.  
Eureka, KS 67045  
620-583-8630

Terms: **TBD -**

Bill To: **Arkansas City, City of**  
City Hall  
118 W. Central Ave.  
Arkansas City, KS 67005

Ship To: **City of Arkansas City**  
1407 W. Madison  
Arkansas City, KS 67005

F.O.B.: **EXWORKS**

Ship Via: **PPAY & ADD-**

Phone:

Fax:

Line #	Item	Description	Qty Ordered, UOM	Price, UOM	Extended Price
1	200077155	SIREN,OMNI DIRECTIONAL 5 CELL HIGH POWER W/ ALUM CONT CAB WPS2905A	1.00 EA	18,282.28 EA	18,282.2800
<p>WPS2905A Series Omni-Directional High Power Voice and Sirens. WPS2901A has (1) Power Amplifier, WPS2905A has (5) Power Amplifiers. This models includes Speaker Array, Speaker Drivers, 50' of Speaker Cable and Pole Top Mounting Bracket. Aluminum Type II Control Cabinet, ESC2030 Siren Controller, 10A 110/120 VAC 50/60 Hz Battery Charger and RDVM1G Digital Voice Option Board (Supports up to 28 Messages for an Additional Charge), No Additional Charge if Using Existing Customer Messages on File (Customer to Verify and Supply Message List to be Used) (Batteries Not Included)</p>					
2	200073402	CONTROLLER,RADIO ONE-WAY 10 DIGIT DTMF NARROW BAND VHF 138-174 MHz Option	1.00 EA	1,659.00 EA	1,659.0000
<p>D2030NV One-Way 10 Digit DTMF Narrow Band VHF 138-174 MHz Radio Option (Supply Siren RX Frequency with Order)</p>					

Note: Quote is valid for 60 days. Manufacturer warranty applies.

Sub-Total: **19,941.2800**  
Misc. Charges: **0.0000**  
Freight: **985.0000**  
Tax: **0.0000**  
Total: **20,926.2800**

Order Comments: **Quote is valid thru Dec.31 2022.**

**Contact Person:** Robert Frazee  
**Contact Cell #:** (620) 441-3757 (cell)  
**Contact Email:** bfrazee@arkansascityks.gov

**Site Contact:** Robert  
**Phone:** 620-441-3757  
**Email:**

**Requested Delivery Date:**

SP: Timothy McDade

Cell: 620-719-0253 [timothy.mcdade@cdl-electric.com](mailto:timothy.mcdade@cdl-electric.com)  
 Cell: [MIKE.MCLEOD@CDL-ELECTRIC.COM](mailto:MIKE.MCLEOD@CDL-ELECTRIC.COM)

Line	Part #	Description	Qty	Unit Cost	Total Cost
1	01-1486937-05	WPS2905A - Five Cell Omni-Directional High Power Voice and Siren	1	\$20,206.73	\$20,206.73
2	01-1418319-03	Two-Way 10 Digit DTMF Narrow Band VHF 144-174 MHz Radio Option	1	\$1,998.15	\$1,998.15
3			0	\$0.00	\$0.00
4			0	\$0.00	\$0.00
5			0	\$0.00	\$0.00
6	01-1469500-00	WPS 80 Watt Solar Option. <b>OPTIONAL</b>	0	\$3,300.00	\$0.00
7			0	\$0.00	\$0.00
8			0	\$0.00	\$0.00
9			0	\$0.00	\$0.00
10			0	\$0.00	\$0.00

Sub Total		\$22,204.88
Freight Charges		\$1,108.00 <small>Estimated</small>
Sales Tax		\$0.00
<b>Grand Total</b>		<b>\$23,312.88</b>

**Special Requirements/Notes:**



**MASTER DISTRIBUTOR**  
 30377 HWY 278 WEST  
 Aberdeen, MS 39730



<b>P.O. BOX 298 - AMORY, MS. 38821</b>		<b>Quote / ESTIMATE</b>		<b>NAME:</b>	
<b>DATE:</b>	8/4/22	<b>PHONE:</b>	(620) 441-3757		
<b>NAME:</b>	City of Arkansas City	<b>EMAIL:</b>	bfrazee@arkansascityks.gov		
<b>ATTN:</b>	Robert L Frazee	<b>SHIPPING ADDRESS:</b>			
<b>BILING ADDRESS:</b>		<b>CITY:</b>			
<b>CITY:</b>		<b>STATE:</b>			
<b>STATE:</b>		<b>ZIP:</b>			
<b>ZIP:</b>		<b>PURCHASE ORDER:</b>			

ITM #	QTY	MODEL #	DESCRIPTION	PRICE EA	EXTENDED
1	1	WPS2905S	Five Cell Omni-Directional High Power Voice and Siren	\$ 17,249.65	\$ 17,249.65
2	1	C2030NV	Two-Way 10 Digit DTMF Narrow Band VHF 144-174 MHz Radio Option	\$ 1,705.74	\$ 1,705.74
3				\$	-
4				\$	-
5				\$	-
6				\$	-
7				\$	-
8				\$	-
9				\$	-
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34				\$	-
35				\$	-
36				\$	-
37				\$	-
38				\$	-
39				\$	-
40				\$	-
41				\$	-

<b>SPECIAL INSTRUCTIONS:</b>	<b>SYSTEM SUB TOTAL</b>	<b>\$ 18,955.39</b>
If paying by Credit Card, there will be a 3% fee on total Order.	<b>TAX</b>	
	<b>SHIPPING</b>	<b>\$ 685.00</b>
	<b>LABOR/INTALLATION/OPTIMIZATION</b>	
	<b>SYSTEM TOTAL</b>	<b>\$ 19,640.39</b>
<p><b>David Butts</b>                  CELL - 205-456-8085                  EMAIL - david.butts.precision@gmail.com</p>		







# City Commission Agenda Item

**Meeting Date:** August 16, 2022  
**From:** Randy Frazer, City Manager  
**Item:** Select League Voting Delegates

**Purpose:** Select three (3) voting delegates and three (3) alternates to the 2022 League of Kansas Municipalities (LKM) Annual Business Meeting to be held on Monday, October 10, 2022. **(Voice Vote)**

**Background:**

The City of Arkansas City is a voting member in good standing with the League of Kansas Municipalities.

LKM will hold its annual conference this year on Oct. 8-10, 2022 in Overland Park. The City is required to certify, in advance, its voting delegates and any alternates for the annual business meeting that will be held on Monday, October 10<sup>th</sup>. The City will have three (3) votes at the meeting.

Attached is information pertaining to the 2022 League Annual Conference.

**Commission Options:**

- 1. Select three (3) voting delegates and three (3) alternates.

**Fiscal Impact:**

Amount:

Fund: Department: Expense Code:

Included in budget       Grant       Bonds       Other (explain)

**Approved for Agenda by:**

Randy Frazer, City Manager

# Convention of Voting Delegates

## 2022 League Convention of Voting Delegates

The 2022 League Annual Conference will be October 8-10, 2022 in Overland Park. The Annual Business Meeting & Convention of Voting Delegates will be on Monday, October 10.

The League is now collecting registrations for Voting Delegates and Alternates. K.S.A. Supp. 12-1601f provides that “The governing body of each member city may elect city delegates from among the city’s officers to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities.”

Article 2, Section 2 of the [League Bylaws](#) states “When a city is a member of the League, any elected or appointed officers of such city may be elected by the city governing body as voting delegates and alternate voting delegates, in accordance with the provisions of Article 4 of these Bylaws, to represent the city in any meeting of the voting delegates and in the conduct of any other affairs of the instrumentality requiring action of the member cities. Alternate voting delegates may vote on matters before a meeting of the voting delegates in the absence of the regular delegate. A voting delegate or alternate shall qualify by having his or her name, city, title and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified.”

**To complete registrations for your city, please complete an online form by Friday, September 23 at 5:00 pm. The links to the online forms are in the population column in the table below, so please click the link in the table based on your city's population.**

Please call (785) 354-9565 if you need to submit a form after the deadline.

Population	Votes	Delegate Forms	Alternate Forms
1 – 2,500	1	1	1
2,501 – 7,500	2	2	2
7,501 – 17,500	3	3	3
17,501 – 37,500	4	4	4
37,501 – 77,500	5	5	5
77,501 – 117,500	6	6	6
117,501 – 157,500	7	7	7
157,501 – 197,500	8	8	8
197,501 – 237,500	9	9	9
237,501 – 277,500	10	10	10
277,501 – 317,500	11	11	11
317,501 – 357,500	12	12	12
357,501 – 397,500	13	13	13
397,501 – 437,500	14	14	14

The League must have a form on file for each voting delegate and each alternate for their vote to count during the business meeting. Forms received after this date may not be processed. More information regarding the business meeting will be emailed to the Delegates and Alternates in October. Please remember, the voting delegate forms are not conference registrations. You must also register for conference on our website at <https://www.lkm.org/page/AnnualConference>.

# The League of Kansas Municipalities Annual Conference

October 8-10, 2022  
Overland Park, Kansas

Registration opens July 1



## Plan Now to Attend

The League Annual Conference is the largest municipal gathering of the year in Kansas, and the one event city officials cannot afford to miss!

This event will allow you to engage with other leaders to share and brainstorm ideas to implement in your community, and think creatively to use problem solving tactics and address common municipal challenges.

## Session Topics\*

- Dealing with First Amendment Auditors
- Fair Housing Act Training
- Grant Writing Workshop
- Census Data for Your Community
- Building a Vibrant Downtown - “Streeteries”
- Emergency Response: KDEM
- Train & Retain Employees
- Cybersecurity Best Practices
- Local Government 101: Records Retention
- Rapid Fire Discussions:
  - KMIT Association Health Plan
  - KS PRIDE Program
- And more

\*tentative and subject to change

## Venue

Overland Park Convention Center +  
Sheraton Overland Park Hotel

## Preliminary Agenda<sup>^</sup>

### Saturday, October 8

- Legislative Policy Committee
- Pre-Conference MTI Workshops
- Governing Body Meeting
- KMIT Annual Meeting & Reception

### Sunday, October 9

- Nominating Committee Meeting
- New Attendee Orientation
- Rapid Fire Discussions
- Opening General Session / Keynote
- Concurrent Workshops
- League Dinner / Social Event
- Trade Show [Sunday only 12:30 - 5:30]

### Monday, October 10

- Breakfast / General Session
- Concurrent Workshops
- Affiliate Association Concurrent Workshops
- Public Service Awards Luncheon + Business Meeting
- Mobile Workshop

<sup>^</sup>A more detailed schedule of events available online



**AN ORDINANCE AUTHORIZING THE OPERATION OF GOLF CARTS, WORK-SITE UTILITY VEHICLES, MICRO-UTILITY TRUCKS, ALL-TERRAIN VEHICLES, AND SPECIAL PURPOSE VEHICLES ON THE CITY STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF ARKANSAS CITY, KANSAS; PROVIDING FOR RELATED MATTERS, INCLUDING PENALTIES FOR VIOLATION THEREOF, TO THE CITY OF ARKANSAS CITY, KANSAS.**

**NOW THEREFORE, BE IT ORDAINED BY THE GOVENING BODY OF THE CITY OF ARKANSAS, CITY, KANSAS:**

**SECTION 1. Definitions.**

As used in this article, the following words and phrases shall have the meanings respectively ascribed to them in this section, except when the context requires otherwise.

- (a) “Golf Cart” means any motor vehicle that has not less than three wheels in contact with the ground, an unladen weight of not more the 1,800 pounds, is designed to be and is operated at not more than 25 miles per hour and is designed to carry not more than four persons including the driver.
- (b) “Work-Site Utility Vehicle” means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 135 inches, has an unladen weight, include fuel and fluids, of more than 800 pounds and is equipped with four or more low pressure tires, a steering wheel and bench for bucket-type seating allowing at least two people to sit side-by-side, and may be equipped with a bed or cargo box for hauling materials.
- (c) “Micro-Utility Truck” means any motor vehicle which is not less than 48 inches in width, has an overall length including bumper, on not more than 160 inches, has an unladen weight, including fuel and fluids, of more than 1,500 pounds, can exceed 40 miles per hour as originally manufactured and is manufactured with a metal cab.
- (d) “All-Terrain Vehicle” means any motorized non-highway vehicle 50 inches or less in width, have a dry weight of 1,500 pounds or less, traveling on three or more non-highway tires, and having a seat to be straddled by the operator. As used in this definition, non-highway tire means any pneumatic tire six inches or more in width, designed for use on wheels with rim diameter of 14 inches or less.
- (e) “Special Purpose Vehicle” means golf cart, work-site utility vehicle, micro-utility vehicle and all-terrain vehicle, either individually or collectively.

**SECTION 2. Operation of special purpose vehicles on city streets; special conditions and restrictions on operation.**

- (a) Golf Carts may be operated upon the public streets, roads and alleys within the corporate limits of the city, except as follows:

- (1) No golf cart may be operated upon Summit Street and any state highway located within the limits of Arkansas City, however, that the provisions of this subsection shall not prohibit a golf cart from crossing Summit Street and any state highway.
  - (2) No golf cart shall be operated on any public street, road or alley between sunset and sunrise.
- (b) Micro-Utility Trucks may be operated upon the public streets, roads and alleys within the corporate limits of the city, except as follows:
- (1) No mirco-utility truck may be operated upon Summit Street and any state highway located within the limits of Arkansas City, however, that the provisions of this subsection shall not prohibit a mirco-utility truck from crossing Summit Street and any state highway.
  - (2) No micro-utility truck shall be operated on any public street, road or alley unless such truck complies with the equipment requirements under Article 17 of Chapter 8 of the Kansas Statutes Annotated, and amendments thereto.
- (c) Work-Site Utility Vehicles may be operated upon the public streets, roads and alleys within the corporate limits of the city, except as follows:
- (1) No work-site utility vehicle may be operated upon Summit Street and any state highway located within the limits of Arkansas City, however, that the provisions of this subsection shall not prohibit a work-site utility vehicle from crossing Summit Street and any state highway.
  - (2) No work-site utility vehicle shall be operated upon any public street, road or alley between sunset and sunrise unless such vehicle is equipped with lights as required for motor vehicles under Article 17 of Chapter 8 of the Kansas Statutes Annotated, and amendments thereto.
- (d) All-Terrain Vehicles may be operated upon the public streets, roads and alleys within the corporate limits of the city, except as follows:
- (1) No all-terrain vehicle may be operated upon Summit Street and any state highway located within the limits of the Arkansas City, however, that the provisions of this subsection shall not prohibit an all-terrain vehicle from crossing Summit Street and any state highway.
  - (2) No all-terrain vehicle may be operated upon any public street, road or alley between sunset and sunrise unless such vehicle is equipped with lights and reflectors as required for motorcycles under Article 17 of Chapter 8 of the Kansas Statutes Annotated, and amendments thereto.
- (e) In addition to any equipment required by this ordinance, all special purpose shall be equipped with at least one rear view mirror.
- (f) All special purpose vehicle shall comply with noise and muffler requirements as set forth in K.S.A. 8-1739, and amendments thereto.

### **SECTION 3. Same; Valid Driver's License Required; Penalty, Duties and Responsibilities.**

- (a) No person shall operate a special purpose vehicle on any public street, road or alley within the corporate limits of the city unless such person as a valid, unrestricted, driver's license.

Violation of this section is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.

- (b) Every person under the age of 18 years shall be required to wear a helmet if operating or riding an all-terrain vehicle.
- (c) All persons are required to wear seatbelts in all special purpose vehicles if originally equipped by the manufacturer.
- (d) Every person operating a special purpose vehicle on the public streets, roads and alleys of the city shall be subject to all the duties applicable to a driver of a vehicle imposed by law.

**SECTION 4. Same; Insurance Required; Penalty.**

- (a) Every owner of a special purpose vehicle shall provide liability coverage in accordance with the most current adopted Standard Traffic Ordinance, and amendments thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq., and amendments thereto.
- (b) All provisions of the most current adopted Standard Traffic Ordinance with regards to liability insurance, and amendments thereto, including penalty provisions, shall be applicable to all owners and operators of special purpose vehicles.

**SECTION 5. Same; Registration and License; Fee; Application; Inspection; Penalty.**

- (a) Before operating any special purpose vehicle on any public street, road or alley within the corporate limits of the city, the vehicle shall be registered with the city and display a valid registration decal or tag affixed and displayed in such a manner as to be clearly visible from the rear of the vehicle.
- (b) Application for registration of a special purpose vehicle shall be made by the owner, or owner's agent, in the office of the Police Department. The application shall be made upon forms provided by the city and each application shall contain the name of the owner, the owner's residence address, or bona fide place of business, a brief description of the vehicle to be registered (including make, model and serial number).
- (c) A one-time registration fee for a special purpose vehicle shall be twenty-five dollars (\$25) and proof of insurance, as required in Section 4, shall be furnished at the time of application for registration.
- (d) The registration decal or tag issued hereunder is not transferable. In the event of sale or other transfer of ownership of a vehicle licensed under the provision of this section, the existing registration decal or tag and the right to use the numbered decal or tag shall expire, and the decal or tag shall be removed by the owner. It is unlawful for any person other than the person to whom the license was originally issued to have the same in his/her possession.
- (e) In the event a registration decal or tag is lost, stolen or destroyed, it is the responsibility of the owner and must be re-registered with a full registration fee of twenty-five dollars (\$25) before the special purpose vehicle may be operated on a public road.
- (f) It is unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter such registration decal or tag during the time in which the same is operative.
- (g) It shall be unlawful for any person to:

- (1) Operate, or for the owner thereof knowingly to permit the operation, upon a public street, road or alley within the corporate limits of the city a special purpose vehicle which is not registered and which does not have attached thereto and displayed thereon the registration decal or tag assigned thereto by the city.
- (2) Display, cause or permit to be displayed, or to have possession, any registration receipt, registration license or registration decal knowing the same to be fictitious or to have been canceled, revoked, suspended or altered. A violation of this subsection (2) shall constitute an unclassified misdemeanor punishable by a fine of not less than \$50.00 and forfeiture of the item. A mandatory court appearance shall be required of any person violating this subsection.
- (3) Lend to or knowingly permit the use by one not entitled thereto any registration receipt, registration license plate or registration decal issued to the person so lending or permitting the use thereof.
- (4) Remove, conceal, alter, mark or deface the license number plate, plates or decals or any mark of identification upon any special purpose vehicle. Licenses shall be kept clean and placed as required by law so as to be plainly visible and legible.
- (5) Carry or display a registered number plate or plates or registration decal upon any special purpose vehicle not lawfully issued for such vehicle.
- (6) Any person convicted of a violation of this section, shall for the first conviction thereof be punished by a fine of not more than \$100.00; for a second such conviction within one year thereafter, such person shall be punished by a fine of not more than \$200.00; upon a third or subsequent conviction within one year after the first conviction, such person shall be punished by a fine of not more than \$300.00.

#### **SECTION 6. Same; Penalty.**

Unless specifically provided for herein, a violation of this section shall be deemed an ordinance traffic violation. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Article 20 of the Standard Traffic Ordinance as currently adopted by the city, and amendments thereto, or such other similar provision as the city may then have in effect.

#### **SECTION 7. Exemptions.**

Special purpose vehicles which are owned or leased by the City or other governmental entities that are being operated for the purpose of maintaining roads, right of ways or for the other specific purpose as required in the performance of a job are exempt from the restrictions of Section (*Operation of special purpose vehicles on city streets – add number*) not related to equipment or lighting. Special purpose vehicles which are owned or leased by golf courses, when used for the purpose of loading and unloading of golf equipment on streets immediate adjacent to the golf course are exempt from the restrictions of Section (*Operation of special purpose vehicles on city streets – add number*).

**ADOPTED AND ORDAINED** by the Governing Body of the City of Arkansas. City, Kansas this \_\_\_\_\_ day of \_\_\_\_\_, with City Officials being authorized and directed to execute any and all documents necessary to consummate the purposes and intents as expressed in this Ordinance and if executed by the Mayor (or other person authorized by law to act in the event of the absence or inability of the Mayor to act)

\_\_\_\_\_  
Kanyon Gingher, Mayor

ATTEST:

\_\_\_\_\_  
Lesley Shook, City Clerk

APPROVED AS TO FORM:

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

**CERTIFICATE**

I, hereby certify that the above and foregoing is a true and correct copy of the Ordinance No. 2022-08-\_\_\_\_ of the City of Arkansas City, Kansas adopted by the governing body on \_\_\_\_\_, 2022 as the same appears of record in my office.

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

\_\_\_\_\_  
Lesley Shook, Clerk





**CITY OF ARKANSAS CITY, KANSAS  
FINANCIAL SUMMARY  
Year-To-Date July 31, 2022**

Fund	Cash Summary						Budget Summary			
	1/1/2022 Beginning Cash Balance	Prior Year Encumbrances/ Adujusting Entries	Receipts	Disbursements	Change in Assets/Liabilities	07/31/2022 Ending Cash Balance	Budget	Encumbrances	Budget Variance Favorable (Unfavorable)	% Remaining (42%)
01 - GENERAL FUND	\$ 2,379,778.27	\$ 381,824.09	\$ 7,163,836.17	\$ 5,481,820.20	\$ (318,181.10)	\$ 3,361,789.05	\$ 11,711,410	\$ 68,181.91	\$ 6,161,408	53%
15 - STORMWATER FUND	\$ 379,687.66	\$ -	\$ 121,055.52	\$ 114,781.22	\$ (13,930.84)	\$ 372,031.12	\$ 342,577	\$ -	\$ 227,796	66%
16 - WATER FUND	\$ 3,575,885.72	\$ 449,230.86	\$ 3,181,544.68	\$ 2,497,892.19	\$ (562,750.46)	\$ 3,247,556.89	\$ 4,221,530	\$ 371,397.26	\$ 1,352,241	32%
18 - SEWER FUND	\$ 4,775,741.79	\$ 898,119.73	\$ 4,408,920.96	\$ 2,954,840.62	\$ 311,240.51	\$ 5,642,942.91	\$ 15,112,810	\$ 584,305.56	\$ 11,573,664	77%
19 - SANITATION FUND	\$ 1,501,256.38	\$ -	\$ 976,756.66	\$ 681,260.25	\$ (143,692.65)	\$ 1,653,060.14	\$ 1,620,877	\$ 98,953.00	\$ 840,664	52%
20 - SPECIAL RECREATION FUND	\$ 35,912.64	\$ -	\$ 7,070.78	\$ 8,173.08	\$ -	\$ 34,810.34	\$ 42,214	\$ -	\$ 34,041	81%
21 - SPECIAL STREET FUND	\$ 905,451.09	\$ 119,613.02	\$ 541,724.23	\$ 558,994.55	\$ (8,413.68)	\$ 760,154.07	\$ 1,991,000	\$ 141,349.95	\$ 1,290,656	65%
23 - TOURISM/CONVENTION FUND	\$ 36,407.70	\$ -	\$ 75,046.80	\$ 98,702.23	\$ -	\$ 12,752.27	\$ 154,135	\$ -	\$ 55,433	36%
26 - SPECIAL ALCOHOL FUND	\$ 96,955.92	\$ -	\$ 7,895.78	\$ 11,530.32	\$ (2,731.38)	\$ 90,590.00	\$ 111,282	\$ -	\$ 99,752	90%
27 - PUBLIC LIBRARY FUND	\$ -	\$ -	\$ 355,257.64	\$ 355,257.64	\$ -	\$ -	\$ 401,700	\$ -	\$ 46,442	12%
29 - SPECIAL LAW ENF TRUST FUND	\$ 3,540.14	\$ -	\$ -	\$ -	\$ -	\$ 3,540.14	Not a Budgeted Fund			
31 - LAND BANK FUND	\$ 8,786.30	\$ -	\$ -	\$ 1,075.40	\$ -	\$ 7,710.90	\$ 4,486	\$ -	\$ 3,411	76%
43 - BOND & INTEREST FUND	\$ 113,107.52	\$ -	\$ 6,468,770.09	\$ 6,520,925.00	\$ -	\$ 60,952.61	\$ 2,166,025	\$ -	\$ (4,354,900)	-201%
44 - HEALTHCARE SALES TAX FUND	\$ -	\$ -	\$ 1,199,852.03	\$ 1,199,852.03	\$ -	\$ -	\$ 1,939,000	\$ -	\$ 739,148	38%
45 - UNPLEDGED HEALTHCARE SALES TAX FUND	\$ 211,885.12	\$ -	\$ 160,366.72	\$ 231,000.00	\$ -	\$ 141,251.84	\$ 336,520	\$ -	\$ 105,520	31%
53 - MUNICIPAL COURT FUND	\$ 13,979.42	\$ -	\$ -	\$ -	\$ 16,262.82	\$ 30,242.24	Not a Budgeted Fund			
54 - EQUIPMENT RESERVE FUND	\$ 200,946.02	\$ -	\$ -	\$ 16,200.00	\$ -	\$ 184,746.02	Not a Budgeted Fund			
57 - CID SALES TAX FUND	\$ -	\$ -	\$ 36,028.32	\$ 36,028.32	\$ -	\$ -	\$ 65,000	\$ -	\$ 28,972	45%
68 - CAPITAL IMPROVEMENT FUND	\$ 1,825,474.55	\$ -	\$ 4,459,118.45	\$ 2,169,266.38	\$ (45,922.01)	\$ 4,069,404.61	Not a Budgeted Fund			
<b>TOTALS</b>	<b>\$ 16,064,796.24</b>	<b>\$ 1,848,787.70</b>	<b>\$ 29,163,244.83</b>	<b>\$ 22,937,599.43</b>	<b>\$ (768,118.79)</b>	<b>\$ 19,673,535.15</b>	<b>\$ 40,220,566.00</b>			

INDEBTEDNESS:

2019 PBC	\$ 16,855,000
GO 2020 REFUNDING & IMPROVEMENT BOND	\$ 18,610,000
GO 2022 TAXABLE STROTHER FIELD	\$ 4,470,000
2013 PUMPER FIRE TRUCK LEASE	\$ 32,989
2019 FERRARA PUMPER TRUCK LEASE	\$ 391,646
2021 RAVO STREET SWEEPER	\$ 127,500
<b>TOTAL</b>	<b>\$ 40,487,135</b>

Note: Information is Unaudited