



CITY COMMISSION MEETING AGENDA

Tuesday, May 06, 2025 at 5:30 PM – Commission Room, City Hall — 118 W. Central Ave

Please join our meeting and subscribe to our YouTube channel:
<https://www.youtube.com/@cityofarkansascitykansas895>



I. Routine Business

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

II. Awards and Proclamations

1. Recognize and honor Haven Gutierrez, Genesis Mendez, and Jessi Ritchhart as Arkansas City's Outstanding Student Award scholarship recipients for 2024-2025.
2. Proclaim May 6-12, 2025, as National Nurses Week and May 11-17, 2025, as National Hospital Week.
3. Proclaim May 12-18, 2025, as National Police Week and May 15, 2025, as Peace Officers Memorial Day.
4. Proclaim National Fallen Firefighters Memorial Day as the first weekend in May 2025.
5. Proclaim May 18-24, 2025, as National EMS Week.

III. Consent Agenda (Voice Vote)

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

1. Approve April 15, 2025, regular meeting minutes as written.
2. A Resolution authorizing the City of Arkansas City to allocate Unpledged Healthcare Sales Tax Funds in the amount of \$13,600.00 to SCK Health for uncompensated care provided to the community, consistent with Ordinance No. 2019-02-4481 and the City's intent to annually appropriate available revenues for health care purposes. **(Voice Vote)**
3. A Resolution approving the public hearing notice publication and setting the public hearing for Tuesday, May 20, 2025, at 5:30 p.m., to consider an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the Housing Rehabilitation category. **(Voice Vote)**
4. An Ordinance exempting the application of K.S.A. 41-719(d), to allow the sale and consumption of alcoholic liquor at a designated area of the east corner of Central Ave. and Summit St. for one day, commencing Friday, June 7, 2025. **(Voice Vote)**

IV. New Business

City Manager Department

1. An Ordinance adopting the budget pay plan to become effective May 17, 2025. **(Roll Call Vote)**

2. A Resolution authorizing the City of Arkansas City to enter into an agreement with Professional Engineering Consultants (PEC) to serve as the City's Representative for the Water Treatment Plant Greensand Filter Improvement Project, for an amount not to exceed \$117,650.00. **(Voice Vote)**
3. A Resolution authorizing the City of Arkansas City to execute Agreement No. 937-24 with the Secretary of Transportation and the Kansas Department of Transportation (KDOT), for participation in the Kansas Local Bridge Improvement Program, Project No. 18-U-2563-01, to replace the F Street Bridge. **(Voice Vote)**
4. An Ordinance exempting the application of K.S.A. 41-719(d), to allow the sale and consumption of alcoholic liquor at a designated area of the east corner of Central Ave. and Summit St. for one day, commencing Friday, June 7, 2025. **(Roll Call Vote)**

Environmental Services Department

1. A Resolution authorizing a Change Order submitted by Wildcat Construction for additional work on the Well 16 Offset Project, including watermain wet tap, hydrant replacement, and steel beam relocation adjustments, for an amount not to exceed \$13,332.92. **(Voice Vote)**

Fire/EMS Department

1. A Resolution authorizing the City of Arkansas City to accept a quote submitted from KNOX, for master key control system upgrades, for an estimated amount of \$12,973.00. **(Voice Vote)**
2. A Resolution authorizing the City of Arkansas City to purchase a new fire pump and gearbox for Engine 51 from Conrad Fire Equipment in the amount of \$69,337.05, due to catastrophic mechanical failure. **(Voice Vote)**

V. City Manager Updates & Reminders

VI. Items for Discussion by City Commissioners

VII. Comments from the Audience for Items not on the Agenda

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

VIII. Adjournment



City Commission Agenda Item

Meeting Date: May 6, 2025
From: Randy Frazer, City Manager &
Tiffany Parsons, City Clerk
Item: 2025 Outstanding Student Award Recognitions

Motion: Recognize and honor Haven Gutierrez, Genesis Mendez, and Jessi Ritchhart as Arkansas City’s Outstanding Student Award scholarship recipients for 2024-2025.

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

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

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

This year’s Overall Outstanding Student for Arkansas City is Cowley College student Jessi Ritchhart. The first runner-up is Arkansas City High School student Genesis Mendez. The second runner-up is Arkansas City Middle School student Haven Gutierrez. The top three students were announced at the April 21st Awards Banquet, where they were honored and received their certificates amongst family and friends.

Commission Options:

- 1. Introduce and award **Haven Gutierrez** as second runner-up and formally present the \$250 scholarship.
- 2. Introduce and award **Genesis Mendez** as first runner-up and formally present the \$500 scholarship.
- 3. Introduce and award **Jessi Ritchhart** as the 2024-2025 Overall Outstanding Student and formally present the \$1,000 scholarship.

Fiscal Impact: Amount: **\$1,700.00**

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

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

Approved for Agenda by:



Randy Frazer, City Manager

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

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

A vertical collage of various school supplies including markers, pencils, paper clips, a paintbrush, scissors, a ruler, and a spiral notebook, arranged diagonally from the top left to the bottom right.

CITY OF ARKANSAS CITY **OUTSTANDING** Student Award Banquet

6:30 P.M.
APRIL 21, 2025
COWLEY COLLEGE WRIGHT ROOM

WELCOME

Randy Frazer
City Manager

**INTRODUCTION OF
CITY COMMISSIONERS**

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

**2025 OUTSTANDING
STUDENT AWARD
COMMITTEE**

Toni Greene, chair
Shana Adkisson
Jason Brewer
Pam Crain
Tammy Lanman-Henderson
Tiffany Parsons
Jill Smith
Kevin Ternes
Ryan Whitley

INVOCATION

Ryan Whitley

DINNER

INTRODUCTION OF SPEAKER

Liz Shepherd
Director of Upward Bound Trio Program
Cowley College

**RECOGNITION OF OUTSTANDING
STUDENT FINALISTS**

Arkansas City Middle School

Carmen Galdamez-Barron
Haven Gutierrez
Katy Seaton

Arkansas City High School

Nathan Fleig
Genesis Mendez
Eliza Ward

Cowley College

Aaliyah Owens-Fox
Riley Perdue
Jessi Ritchhart

ANNOUNCEMENTS

Overall Second Runner Up
Overall First Runner Up
2025 Outstanding Student

CLOSING



PRESS RELEASE

ARKANSAS CITY, KAN., APRIL 22, 2025 — Jessi Ritchhart, a student at Cowley College, has been named the 2025 City of Arkansas City Outstanding Student. The award was presented during a banquet held on April 21, 2025, in the Wright Room at Cowley College. As the recipient of this honor, Ritchhart will receive a \$1,000 scholarship.

Genesis Mendez, a student at Arkansas City High School, was named first runner-up and will receive a \$500 scholarship. Haven Gutierrez, from Arkansas City Middle School, earned the second runner-up title and will be awarded a \$250 scholarship.

Finalists for the 2025 Outstanding Student Award included students from Cowley College, Arkansas City High School, and Arkansas City Middle School. Representing Cowley College were Jessi Ritchhart, Aaliyah Owens-Fox, and Riley Perdue. Arkansas City High School finalists included Nathan Fleig, Eliza Ward, and Genesis Mendez. From Arkansas City Middle School, the finalists were Carmen Galdamez-Barron, Katy Seaton, and Haven Gutierrez.

Established in 1984, the Outstanding Student Award program honors students who demonstrate exceptional academic performance and civic involvement. Local teachers, staff, and administrators nominate students annually. The Outstanding Student Award Committee—appointed by the Mayor and City Commission—then selects three finalists from each school through informal interviews. One finalist from each school is ultimately recognized, with one overall winner chosen.

Students will be recognized and presented with their scholarship awards during the City Commission meeting on May 6 at 5:30 p.m.

CUTLINE: From left to right: Jessi Ritchhart, a student at Cowley College, has been named the 2025 City of Arkansas City Outstanding Student and will receive a \$1,000

scholarship. In the center is Genesis Mendez, a student at Arkansas City High School holding her son Elio. She was named first runner-up and awarded a \$500 scholarship. On the right is Haven Gutierrez from Arkansas City Middle School, who was named second runner-up and will receive a \$250 scholarship.

Section II, Item 1.

Office of the Mayor
Arkansas City, Kansas
Proclamation

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

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

WHEREAS, National Hospital Week is **May 11-17, 2025**; and

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

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

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

NOW, THEREFORE, the Mayor of the City of Arkansas City, Kansas, does hereby proclaim **May 6-12, 2025**, as

NATIONAL NURSES WEEK

and **May 11-17, 2025**, as

NATIONAL HOSPITAL WEEK

in Arkansas City and urge residents to express their appreciation for the people, facilities and technologies that make trustworthy, reliable health care possible in our community, and recognize this year’s National Nurses Week theme, “The Power of Nurses”, and National Hospital Week theme, “America’s Hospitals: A Symphony of Compassionate Care”.

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

Name/Title: Chad D. Beeson, Mayor
Date: May 6, 2025

Office of the Mayor
Arkansas City, Kansas
Proclamation

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

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

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

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

NOW, THEREFORE, the Mayor of the City of Arkansas City, Kansas, calls upon all citizens of Arkansas City to observe the week of **May 12-18, 2025**, as

NATIONAL POLICE WEEK

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

I FURTHER call upon all citizens of Arkansas City to observe **Thursday, May 15, 2025**, as

PEACE OFFICERS MEMORIAL DAY

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

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

*Name/Title: Chad D. Beeson, Mayor
Date: May 6, 2025*



WHEREAS, Congress and the President of the United States have designated the **first weekend of May 2025** as National Fallen Firefighters Memorial Day; and

WHEREAS, constructed in 1981, a 7-foot stone monument features a sculpted Maltese Cross, the traditional symbol of the fire service, is displayed in Emmitsburg, MD at the National Fallen Firefighters Memorial. An engraved plaque on the monument bears a message from President Ronald W. Reagan and the monument base showcases an eternal flame symbolizing the spirit of all firefighters – past, present, and future. Encircling the monument is a Wall of Honor dedicating plaques honoring the firefighters who lost their lives.

WHEREAS, each year, America honors its fallen fire heroes during the National Memorial Service at the monument site. The ceremony includes the placing of a Presidential Wreath at the monument and dedication of a plaque honoring those who died in the line-of-duty during the previous year.

WHEREAS, National tributes for fallen firefighters can be seen across the states through the “Bells Across America for Fallen Firefighters” and ,

the Arkansas City Fire-EMS Department is dedicated to reducing the occurrence of home fires, home fire injuries, and carbon monoxide poisoning through education, prevention, and protection; and

WHEREAS, the City of Arkansas City’s residents are responsive to public education measures and able to take personal steps to increase their safety from fires, especially in their homes and kitchens; and

WHEREAS, the **2025 Fire Prevention Week theme — “Smoke Alarms: Make Them Work For You”** — puts the focus on educating children and adults about smoke and carbon monoxide alarms, their necessity, and how the sounds they make help to save lives.

NOW, THEREFORE, The Mayor of the City of Arkansas City, Kansas, calls upon all citizens to celebrate

NATIONAL FALLEN FIREFIGHTERS MEMORIAL

in Arkansas City, on the 44th anniversary of this event, in honor of those firefighters who, through their courageous deeds, have lost their lives or become disabled in the performance of their duty.

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

Name/Title: *Chad D. Beeson, Mayor*
Date: *May 6, 2025*



WHEREAS, emergency medical services are a vital public need; and

WHEREAS, the members of emergency medical services teams are ready to provide life-saving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves both the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services have grown to fill a gap by providing important, out-of-hospital care, including preventative medicine, follow-up care and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, firefighters, police officers, dispatchers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public and other out-of-hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their life-saving skills; and

WHEREAS, it is appropriate to recognize the value and accomplishments of emergency medical services providers by designating National EMS Week, which was first formalized on November 4, 1974, by President Gerald Ford. **This year marks the 51st Anniversary of EMS Week.**

NOW, THEREFORE, the Mayor of the City of Arkansas City, Kansas, does hereby proclaim the week of **May 18-24, 2025**, as

NATIONAL EMS WEEK

in Arkansas City and encourage the community to observe this week with appropriate programs, ceremonies, and activities, and recognize this year's theme: "**We Care. For Everyone**".

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

*Name/Title: Chad D. Beeson, Mayor
Date: May 6, 2025*



City Commission Agenda Item

Meeting Date: May 6, 2025

From: Tiffany Parsons, City Clerk

Item: Approve April 15, 2025, Regular Meeting Minutes

Motion: Approve April 15, 2025, regular meeting minutes as written.

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

Commission Options:

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

Approved for Agenda by:

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

Randy Frazer, City Manager



CITY COMMISSION MEETING MINUTES

Tuesday, April 15, 2025 at 5:30 PM — Commission Room, City Hall — 118 W. Central Ave

Routine Business

1. Roll Call

PRESENT:

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

City staff present: City Manager Randy Frazer, City Clerk Tiffany Parsons, Communication Director Shana Adkisson, and IT Manager Matt Metzinger.

2. Opening Prayer and Pledge of Allegiance led by commissioner Warren.

3. Addition or deletions to the agenda.

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

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

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

Consent Agenda

1. A Resolution authorizing a public meeting of the Governing Body to attend a Land Bank Board of Trustees meeting at 5:00 p.m. Tuesday, May 6, 2025, in the Commission Room at City Hall, located at 118 W. Central Avenue in Arkansas City.
2. A Resolution authorizing the City of Arkansas City to allocate Unpledged Healthcare Sales Tax Funds in the amount of \$28,685.64 to SCK Health for uncompensated care provided to the community, consistent with Ordinance No. 2019-02-4481 and the City's intent to annually appropriate available revenues for health care purposes.
3. Approve the March 28, 2025 Special Meeting Minutes, and April 1, 2025 Regular Meeting Minutes as written.

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

*Voice Voting Aye: Commissioner Spielman, Commissioner Stover, Commissioner Tweedy III, Commissioner Warren, and Mayor Beeson. Mayor Beeson declared the motion approved; given **Resolution No. 2025-04-3699** and **Resolution No. 2025-04-3700**.*

New Business

City Manager Department

1. Officially announce and unveil the newly designed logo for the City of Arkansas City, reflecting its dynamic growth, natural environment, and future aspirations.

Communication Director Shana Adkisson proudly unveiled the city's new logo design that she created. It began with a public survey in March 2024, with positive support for a new updated design and feedback that leaned towards incorporating water and the city's history. The entrance signs also persuaded the new city logo design, explained by Adkisson, which should be fully installed soon.

The colors in the design represent both the natural landscape and the city's rich history. "River's Blue" reflects the Arkansas and Walnut Rivers, depicted in the swoosh beneath the city name. "Riverstone Red" symbolizes the city's iconic brick streets and also honors the historic significance of Etzana.

Two main fonts are Georgia and Arial to give all emails and correspondence a more professional and uniform look. It will take the city some time to transition into the new logo design. Over the next year, the logo will gradually be introduced on city vehicles, employee uniforms and incorporated onto office materials.

City Commissioners commemorated the new logo unveiling by sporting new hats displaying the logo.

2. A Resolution authorizing the City of Arkansas City to enter an agreement with Tyler Technologies, to provide cloud hosted software services and time clock hardware on an annual basis, with the first-year amount not to exceed \$49,516.00.

Matt Metzinger, IT Manager, gave a presentation on a topic related to the recently implemented Tyler Technologies integrated cloud software. This addition to the city's software system is expected to streamline and modernize timekeeping processes by improving efficiency, reducing keystrokes, and eliminating the need for manual data entry in payroll processing. This request includes five computerized time clocks, hardware, plus power supply.

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

*Voice Voting Aye: Commissioner Spielman, Commissioner Stover, Commissioner Tweedy III, Commissioner Warren, and Mayor Beeson. Mayor Beeson declared the motion approved; given **Resolution No. 2025-04-3701**.*

3. An Ordinance authorizing the execution of a loan agreement between the City of Arkansas City, Kansas and the State of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Public Water Supply Loan Fund for the purpose of financing a Public Water Supply Project; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the loan agreement.

City Manager Frazer spoke that this grant processed as a water supply loan, through an emergent containment program to treat manganese in the water. The \$2 million dollar loan does have 100% principal forgiveness; however minimal interest will apply.

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

*Roll Call Voting Aye: Commissioner Spielman, Commissioner Stover, Commissioner Tweedy III, Commissioner Warren and Mayor Beeson. Mayor Beeson declared the motion approved; given **Ordinance No. 2025-04-4635**.*

City Manager Updates & Reminders

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

1. Emergency Repair - AC Compressor needs replaced in the WTP electrical room, \$11,850.00 plus shipping.
2. Friday, April 18th Funeral for Chad Gleason, 2 PM at the Shelly Funeral Home 906 W Kansas. Reception Dinner will be held at the Northwest Community Center follow for all employees, friends, and family.
3. Thursday, April 17th Community Impact meeting 11:30 AM SCK Health Conference Room.
4. Monday, April 21st second 13 Ways to Kill Your Community webinar session.
5. Monday, April 21st at 6:30 PM is the Outstanding Student Banquet dinner in the Cowley College Brown Center Wright Room, where finalists are revealed.
6. Thursday, May 1st Pre-con meeting for Hike Bike Trial construction to begin mid-May.

7. May 28th 5:30 – 6:30 PM Chamber of Commerce Biannual Meeting Pikes Place Meeting Room.
8. CDBG for Wilson Park, the pre-application process was submitted, and we have been invited to apply.
9. USD 470 granted the utility easement and construction easement last night for travel center sewer line.
10. LKM Annual Conference is Oct. 9-11th in Overland Park
11. Copy of the County Wide Housing Study handed out to commissioners.
12. East Pressure Zone loan pre-application has been submitted, survey field work is completed, processing the data now and working on legal description for the property.
13. Commissioner Warren and City Manager Frazer recently attended the City Leaders Academy last weekend. Key takeaways and training included:
 - ADA accommodations
 - Building effective city/county relationships
 - Generational synergy enhancing workplace collaboration across the ages
 - How to communicate with your legislator
 - Understanding legislation and local implantation
14. March 2025 Financial Summary located in back of packet

Items for Discussion by City Commissioners

New colorful “Greeting from Arkansas City Kansas” mural noticed by all in attendance was discussed, located at corner of Summit St. & Chestnut Ave. This was a community collaboration project, designed by local artists Mark Dykes and Mark Flickinger, then painted by students from the Arkansas City High School Art Club and Cowley Art Club. VJ Wilkins Foundation provided contributions through a grant, with the support of the Chamber of Commerce and other local businesses. Dykes and Flickinger are working to complete the installation.

Commissioner Tweedy reminded everyone that Chamber Coffee this Thursday at the SCK Health Center combined with a joint ribbon cutting for their new Occupational Health center. Also, a good opportunity to meet and hear from new CEO, Margaret Grismer.

Comments from the Audience for Items not on the Agenda

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

No one wished to speak.

Financial Summary

March 2025 Financial Summary update provided in the packet.

Adjournment

Motion made by Commissioner Stover, Seconded by Commissioner Tweedy III to adjourn the meeting.

Voice vote was unanimous in favor of the motion. Mayor Beeson declared the motion approved and meeting adjourned.

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

(Seal)

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

Prepared by:

Tiffany Parsons, City Clerk

DRAFT



City Commission Agenda Item

Meeting Date: May 6, 2025
 From: Randy Frazer, City Manager & Jennifer Waggoner, Finance Director/Treasurer
 Item: Request from SCK Health for Distribution of Tax Funds for Uncompensated Care

Motion: A Resolution authorizing the City of Arkansas City to allocate Unpledged Healthcare Sales Tax Funds in the amount of \$13,600.00 to SCK Health for uncompensated care provided to the community, consistent with Ordinance No. 2019-02-4481 and the City's intent to annually appropriate available revenues for health care purposes. **(Voice Vote)**

Background: On April 30, 2025, SCK Health submitted a request to the City of Arkansas City for funds in the amount of \$13,600.00. This request is for reimbursement of charity care provided by SCK Health to community members who are unable to pay for medical services.

Pursuant to Ordinance No. 2019-02-4481, the City has committed to annually appropriate certain available revenues for operational expenses incurred in delivering uncompensated care.

SCK Health has provided supporting documentation of charity care costs totaling \$13,600.00, consistent with prior practices and City policy regarding the use of these funds. Staff recommend approval of this request in alignment with the City's ordinance and long-standing commitment to support local healthcare services through the use of dedicated sales tax revenues.

Commission Options:

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

Fiscal Impact: Amount: **\$13,600.00**

Fund: **45 - Unpledged Healthcare Sales Tax Fund** Department: **100 - General Government**

Expense Code: **8110 - Distribution to other Agency**

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

Attachments:

- Request Letter from SCK Health dated April 30, 2025
- Charity Care Summary Documentation

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2025-05-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ALLOCATE UNPLEDGED HEALTHCARE SALES TAX FUNDS IN THE AMOUNT OF \$13,600.00 TO SOUTH CENTRAL KANSAS (SCK) HEALTH, FOR UNCOMPENSATED CARE PROVIDED IN THE COMMUNITY, CONSISTENT WITH ORDINANCE NO. 2019-02-4481 AND THE CITY’S INTENT TO ANNUALLY APPROPRIATE AVAILABLE REVENUE FUNDS FOR HEALTHCARE PURPOSES.

WHEREAS, SCK Health submitted a request on April 30, 2025, for reimbursement in the amount of \$13,600.00 for charity care provided to community members unable to pay for medical services; and

WHEREAS, SCK Health provided documentation supporting the costs of this charity care, consistent with City policy and past practice for the use of healthcare sales tax funds; and

WHEREAS, in accordance with Ordinance No. 2019-02-4481, the City intends to annually allocate available revenue to support uncompensated healthcare services, and staff recommends approval of this request.

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

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to allocate to South Central Kansas (SCK) Health for uncompensated care provided to the community, consistent with Ordinance No. 2019-02-4481 and the City’s intent to annually appropriate available revenue funds for healthcare purposes. A letter of request and supporting documentation from SCK Health is attached hereto and incorporated for reference.

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

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption by the Governing Body of the City of Arkansas City.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 6th day of May 2025.

(Seal)

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-05-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on May 6, 2025, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



Margaret Grismer
Chief Executive Officer

April 30, 2025

City of Arkansas City, Kansas
Attn: Jennifer Waggoner
118 West Central
Arkansas City, KS 67005

Dear Jennifer,

I am writing to request Compensating Use Tax Funds from the city in the amount of \$13,600. The Charity Care details are enclosed that support this amount. Thank you for your assistance with this request.

SCK Health is appreciative of the tax support for uncompensated care provided to the community.

Appreciated,

Margaret Grismer
CEO

50715000	99031	CHARITY CARE WRITE-OFF	-1	-250.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-85.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-333.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-160.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-704.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-290.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-475.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-563.40	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-114.85	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-5111.51	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-723.96	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-1578.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-1583.50	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-3195.02	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-1654.87	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-735.15	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-852.47	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-693.33	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-945.55	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-426.24	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-429.39	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-899.35	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-460.07	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-571.84	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-345.89	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-433.99	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-1374.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-1679.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-967.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-1447.63	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-40.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-1759.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-4384.15	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-3854.73	5/31/2022

Submitted on
4/9/25
\$28,685.64

\$29,831.22

Remaining \$1,145.58

Submitted for on 4/30/25
\$13,600

Remaining \$363.06



City Commission Agenda Item

Meeting Date: May 6th, 2025
 From: Nick Rizzio, Municipal Project Manager
 Item: Set Public Hearing Notice - KDOC Small Cities Community Development Block Grant (CDBG) Housing Rehabilitation Application Approval

Motion: A Resolution approving the public hearing notice publication and setting the public hearing for Tuesday, May 20, 2025, at 5:30 p.m., to consider an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the Housing Rehabilitation category. **(Voice Vote)**

Background: The United States Department of Housing & Urban Development (HUD) allocates funds used by the Kansas Department of Commerce for the Community Development Block Grant (CDBG) Housing Rehabilitation program. This program aims to enhance housing conditions and neighborhood infrastructure for low- to moderate-income (LMI) households across the state. With the grant application assistance provided from SCKEDD, the City is ready to apply for the next round of funding. Part of the requirements to qualify for the grant include setting and holding a public hearing to consider approval of the application submittal process.

The City of Arkansas City proposes holding a public hearing on Tuesday, May 20th, 2025, at 5:30 PM in the City Commission Chambers at City Hall 118 W. Central Ave, Arkansas City, 67005, for the purpose of considering an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the Housing Rehabilitation category.

During this set scheduled public hearing, a specific project are to be discussed involves the substantial rehabilitation of approximately 10 dwellings occupied by qualifying low-to-moderate-income families, with approximately 5 rental units and 5 owner-occupied homes within the target area bounded by Pine Avenue to the North, West Chestnut Avenue to the South, both sides of North 7th Street to the West, and both sides of North 4th Street to the East in Arkansas City, KS.

The estimated project cost is \$364,000, with the grant request for \$300,000.00 and a local match of \$64,000.00 derived from landlord contributions, the Kansas Weatherization Assistance Program, and City funds. Other project proposals introduced at the public hearing will be considered. Oral and written comments will be recorded and become a part of the City of Arkansas City CDBG Citizen Participation Plan.

Commission Options:

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

Fiscal Impact: Amount: **Publication Cost**

Fund: **16 - Water** Department: **651 – Water Treatment Facility** Expense Code: **7402 – Capital Improvement**

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

Attachments: Public Hearing Notice for Publication

Approved for Agenda by:


 Randy Frazer, City Manager

City of Arkansas City Public Hearing Notice

The City of Arkansas City will hold a public hearing on Tuesday, May 20th, 2025, at 5:30 PM in the City Commission Chambers at City Hall 118 W. Central Ave, Arkansas City, 67005, for the purpose of considering an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the Housing Rehabilitation category. A specific project to be discussed involves the substantial rehabilitation of approximately 10 dwellings occupied by qualifying low-to-moderate-income families, with approximately 5 rental units and 5 owner-occupied homes within the target area bounded by Pine Avenue to the North, West Chestnut Avenue to the South, both sides of North 7th Street to the West, and both sides of North 4th Street to the East in Arkansas City, KS. The estimated project cost is \$364,000, with the grant request for \$300,000.00 and a local match of \$64,000.00 derived from landlord contributions, the Kansas Weatherization Assistance Program, and City funds. Other project proposals introduced at the public hearing will be considered. Oral and written comments will be recorded and become a part of the City of Arkansas City CDBG Citizen Participation Plan. Reasonable accommodations will be made available to persons with disabilities. Requests for accommodations should be submitted to the City Clerk at (620) 441-4412 by 5:00 pm on May 13th, 2025.

A RESOLUTION APPROVING THE NOTICE OF PUBLIC HEARING FOR PUBLICATION AND SETTING THE DATE FOR A PUBLIC HEARING AT 5:30 PM ON TUESDAY, MAY 20, 2025, TO CONSIDER AN APPLICATION TO BE SUBMITTED THE KANSAS DEPARTMENT OF COMMERCE FOR SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS UNDER THE HOUSING REHABILITATION CATEGORY.

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

SECTION ONE: The Governing Body of the City of Arkansas City approves the attached Notice of Public Hearing for publication.

SECTION TWO: The City Commission of the City of Arkansas City hereby sets a public hearing at 5:30 p.m. on Tuesday, May 20, 2025, in the Commission Chambers at City Hall, 118 W. Central, Arkansas City, Kansas to consider an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant (CDBG) funds under the Housing Rehabilitation category.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 6th day of May, 2025.

(Seal)

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM.

Larry R. Schwartz, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy Resolution No. 2025-05-_____ of the City of Arkansas City, Kansas adopted by the governing body on May 6, 2025 as the same appears of record in my office.

DATED: _____

Tiffany Parsons, City Clerk



City Commission Agenda Item

Meeting Date: May 6, 2025
 From: Kyle Blubaugh, Environmental Services & Marla McFarland, Human Resources Director
 Item: Pay Ordinance – Effective May 17, 2025

Motion: An Ordinance adopting the budget pay plan to become effective May 17, 2025. **(Roll Call Vote)**

Purpose: Addition of Environmental Services Department Positions:

- Line Replacement Maintenance Worker I
- Line Replacement Maintenance Worker II
- Line Replacement Maintenance Worker III
- Line Replacement Lead, Distribution Lead
- Collection Lead positions to Pay Ordinance.

Approval will allow for the creation of two (2) additional, full-time positions within the Environmental Services Department.

Please note, the expense for the two additional positions created will be covered by the vacancy of the Assistant Environmental Services Superintendent position throughout the year 2025. The two new positions (Line Replacement Maintenance Worker I, II or III based upon employee qualifications) will be added to the personnel budgets starting in the year 2026.

Background: In 2024, the City Commission formally approved a revised water rate structure, strategically designed to enhance the operational capacity of the Environmental Services Department. This approval facilitated the successful completion of critical projects outlined in the Capital Improvement Plan (CIP), while also enabling the expansion of full-time staff positions and the acquisition of essential equipment. By implementing these measures, the Environmental Services Department has been empowered to sustain its commitment to in-house maintenance, repair, and full line replacement activities. This approach not only ensures the continued reliability and efficiency of our water infrastructure but also significantly reduces operational costs by minimizing dependence on external contractors, thereby fostering long-term financial sustainability and service excellence.

Commission Options:

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

Fiscal Impact: Amount: **\$111,000.00**

Fund: **16-653 (75%)** Department: **Environmental Services** Expense Code: **5100 Full Time Salary**

Fund: **18-661 (25%)** Department: **Environmental Services** Expense Code: **5100 Full Time Salary**

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

Attachments: Pay Ordinance, Updated Pay Scale, and Organizational Chart

Approved for Agenda by:

Randy Frazer, City Manager

ORDINANCE NO. 2025-05-_____

AN ORDINANCE FIXING THE COMPENSATION OF EMPLOYEES OF THE CITY OF ARKANSAS CITY, KANSAS, PURSUANT TO THE PROVISIONS OF K.S.A. 14-1501 *ET SEQ.*, AND REPEALING ORDINANCE NO. 2025-03-4632.

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

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

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

SECTION THREE: The Governing Body of the City of Arkansas City, Kansas, hereby repeals all provisions of Ordinance No. 2025-03-4632.

SECTION FOUR: The City Clerk of the City of Arkansas City, Kansas, shall cause this Ordinance, or a summary thereof, to be published one time in the official City newspaper and said Ordinance shall be in effect May 17, 2025.

PASSED AND ORDAINED by the Governing Body of the City of Arkansas City, Kansas, on this 6th day of May 2025.

(Seal)

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 2025-05-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on May 6, 2025, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk

**CITY OF ARKANSAS CITY
PAY ORDINANCE
ORDINANCE NO. 2025-05-
EFFECTIVE MAY 17, 2025**

City Manager Department					
Position	Range	MIN	MID	MAX	Minimum Annual
City Manager**					Contract
City Attorney**					Contract
Municipal Court Judge**					Contract
Finance Director/Treasurer**	CM23	\$31.52	\$44.20	\$56.88	\$65,561.60
Human Resources Director**					
Neighborhood Services Director**	CM20	\$27.36	\$38.40	\$49.44	\$56,908.80
Information Technology (IT) Manager**					
Municipal Project Manager**	CM18	\$24.90	\$34.97	\$45.05	\$51,792.00
Communications Director**	CM17	\$23.76	\$33.39	\$43.02	\$49,420.80
City Clerk	CM16	\$22.68	\$31.88	\$41.08	\$47,174.40
Accountant					
Principal Planner	CM10	\$17.18	\$24.21	\$31.24	\$35,734.40
Combination Inspector					
Administrative Assistant					
Customer Service Specialist					
Human Resources Assistant					
Municipal Court Clerk	CM8	\$15.67	\$22.11	\$28.55	\$32,593.60

Environmental Services Department					
Position	Range	MIN	MID	MAX	Minimum Annual
Environmental Services Superintendent**	ES26	\$36.33	\$50.91	\$65.49	\$75,566.40
Assistant Environmental Services Superintendent**	ES23	\$31.52	\$44.20	\$56.88	\$65,561.60
Wastewater Treatment Plant Supervisor					
Water Distribution & Collection Supervisor	ES16	\$22.68	\$31.88	\$41.08	\$47,174.40
Water Treatment Facility Supervisor					
Collection Lead					
Distribution Lead	ES13	\$19.73	\$27.77	\$35.81	\$41,038.40
Line Replacement Lead					
Collection Maintenance Worker III					
Distribution Maintenance Worker III	ES12	\$18.83	\$26.52	\$34.21	\$39,166.40
Line Replacement Maintenance Worker III					
Wastewater Treatment Plant Operator					
Water Treatment Facility Operator	ES10	\$17.18	\$24.21	\$31.24	\$35,734.40
Collection Maintenance Worker II					
Distribution Maintenance Worker II	ES9	\$16.40	\$23.13	\$29.85	\$34,112.00
Line Replacement Maintenance Worker II					
Collection Maintenance Worker I					
	ES7	\$14.97	\$21.13	\$27.29	\$31,137.60
Distribution Maintenance Worker I					
Line Replacement Maintenance Worker I					
Meter Technician	ES6	\$14.31	\$20.22	\$26.12	\$29,764.80
Temporary/Seasonal Hydrant Flusher	ES1	\$11.43	\$16.20	\$20.97	\$23,774.40

Fire/EMS Department					
Position	Range	MIN	MID	MAX	Minimum Annual
Fire/EMS Chief**	FD26	\$36.33	\$50.91	\$65.49	\$75,566.40
EMS Director**					
Fire Marshal**	FD19	\$26.10	\$36.64	\$47.19	\$54,288.00
Training Officer**					
Administrative Assistant	FD8	\$15.67	\$22.11	\$28.55	\$32,593.60
Fire/EMS Captain*	FD1700	\$18.88	\$26.59	\$34.29	\$55,129.60
Fire/EMS Lieutenant*	FD1600	\$18.03	\$25.40	\$32.76	\$52,647.60
Engineer/Paramedic*	FD1500	\$17.23	\$24.28	\$31.32	\$50,311.60
Firefighter/Paramedic*	FD1400	\$16.45	\$23.20	\$29.95	\$48,034.00
Firefighter/Paramedic - PRN					Varies
Paramedic - PRN	FD1300	\$15.71	\$22.16	\$28.61	Varies
Engineer/AEMT*	FD1200	\$15.02	\$21.20	\$27.37	\$43,858.40
Engineer/EMT*					
Firefighter/AEMT*	FD1100	\$14.35	\$20.26	\$26.18	\$41,902.00
Firefighter/AEMT - PRN					Varies
Firefighter/EMT*	FD1000	13.71	19.37	25.03	\$40,033.20
Firefighter/EMT - PRN					Varies
Firefighter*	FD900	13.07	18.46	23.85	\$38,164.40
Firefighter - PRN					Varies

Police Department					
Position	Range	MIN	MID	MAX	Minimum Annual
Police Chief**	PD26	\$36.33	\$50.91	\$65.49	\$75,566.40
Police Captain**	PD20	\$27.36	\$38.40	\$49.44	\$56,908.80
Lieutenant Detective					
Police Lieutenant	PD17	\$23.76	\$33.39	\$43.02	\$49,420.80
Police Sergeant					
Sergeant Detective	PD15	\$21.65	\$30.44	\$39.23	\$45,032.00
Master Police Officer (MPO)	PD13	\$19.73	\$27.77	\$35.81	\$41,038.40
Emergency Management Coordinator - PT					
Police Officer	PD12	\$18.83	\$26.52	\$34.21	\$39,166.40
Police Officer - PRN					Varies
Administrative Assistant					
Evidence Clerk	PD8	\$15.67	\$22.11	\$28.55	\$32,593.60
Records Specialist					
Animal Control Office (ACO)	PD6	\$14.31	\$20.22	\$26.12	\$29,764.80
Clerk	PD1	\$11.43	\$16.20	\$20.97	\$23,774.40

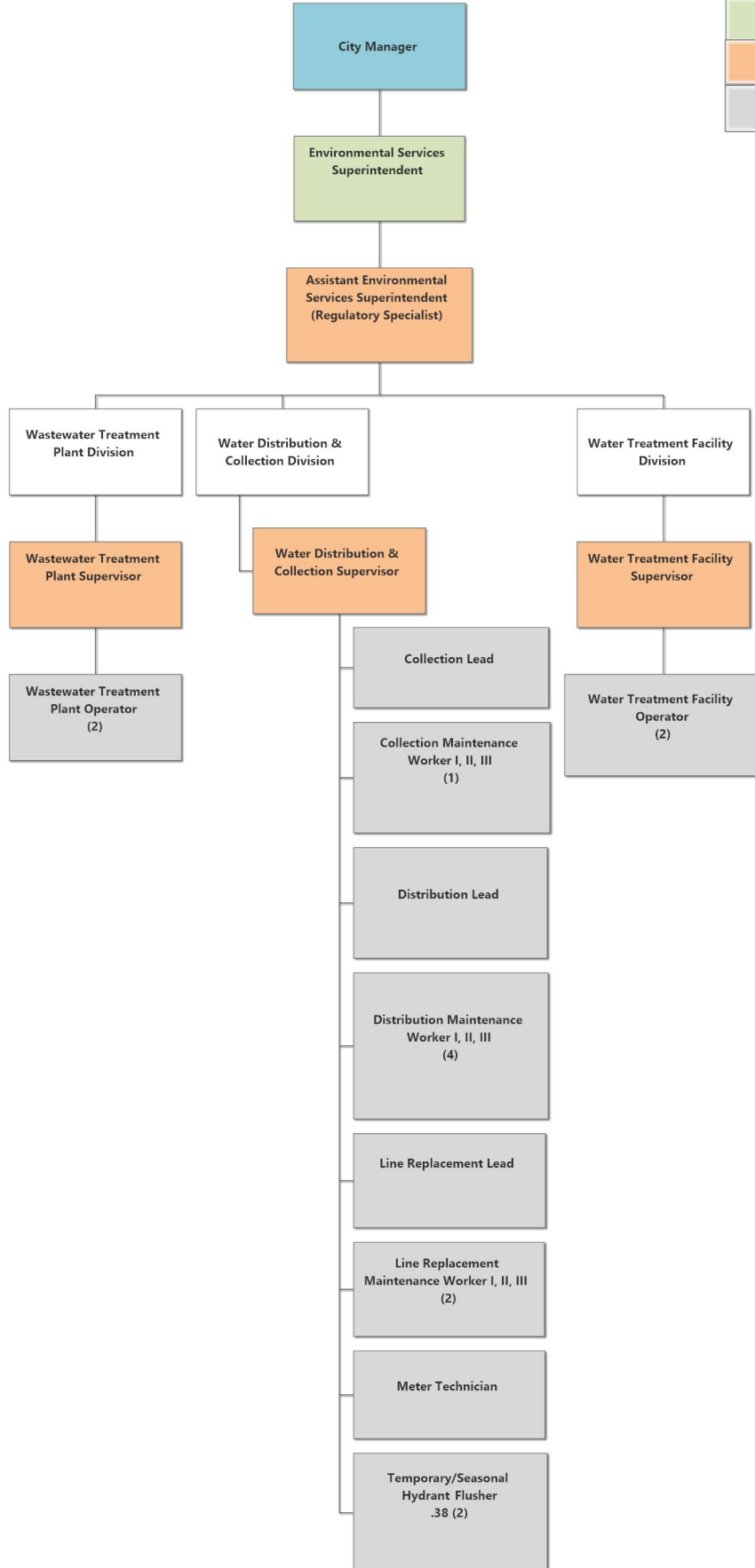
Public Services Department					
Position	Range	MIN	MID	MAX	Minimum Annual
Public Services Superintendent**	PS26	\$36.33	\$50.91	\$65.49	\$75,566.40
Director of Senior Services					
Parks & Facilities Supervisor	PS13	\$19.73	\$27.77	\$35.81	\$41,038.40
Sanitation Supervisor					
Street & Stormwater Supervisor					
Parks & Facilities Lead	PS11	\$17.98	\$25.33	\$32.69	\$37,398.40
Street & Stormwater Maintenance Worker III					
Sexton	PS10	\$17.18	\$24.21	\$31.24	\$35,734.40
Sanitation Driver					
Street & Stormwater Maintenance Worker II	PS9	\$16.40	\$23.13	\$29.85	\$34,112.00
Stormwater Maintenance Worker II					
Administrative Assistant	PS8	\$15.67	\$22.11	\$28.55	\$32,593.60
Parks & Facilities Maintenance Worker	PS7	\$14.97	\$21.13	\$27.29	\$31,137.60
Street & Stormwater Maintenance Worker I					
Sanitation Collector	PS6	\$14.31	\$20.22	\$26.12	\$29,764.80
Head Cook	PS4	\$13.07	\$18.48	\$23.90	\$27,185.60
Horticulturalist					
Cook/Driver	PS3	\$12.49	\$17.68	\$22.87	\$25,979.20
Director of Northwest Community Center & Hogan					
Temporary/Seasonal Grounds Maintenance Worker	PS1	\$11.43	\$16.20	\$20.97	Varies
Temporary/Seasonal Horticulturalist					

*Positions working 2920 hours annually

**Positions Salaried, Exempt

Environmental Services Department
 22 Positions
 20.38 FTE
 April 19, 2025

City Manager and City Attorney
Department Head
Supervisory
Non-Supervisory





City Commission Agenda Item

Meeting Date: May 6th, 2025
 From: Nick Rizzio, Municipal Project Manager
 Item: Agreement - PEC Representative Services
 WTP Greensand Filter Project related to
 SRF Loan #1056

Motion: A Resolution authorizing the City of Arkansas City to enter into an agreement with Professional Engineering Consultants (PEC) to serve as the City's Representative for the Water Treatment Plant Greensand Filter Improvement Project, for an amount not to exceed \$117,650.00. **(Voice Vote)**

Background: This is an additional required request for the WTP Greensand Filter Project, related to SRF Loan #1056, but not included in the scope of the original loan agreement amount.

In 2024, the City of Arkansas City was selected by KDHE in the Intended Use Plan (IUP) to apply for a loan for \$2,089,000 in loan forgiveness (100% loan forgiveness) and was approved under SRF Loan #1056. In doing so, Environmental Services identified an improvement with our Greensand Filter at the Water Treatment Facility.

The Arkansas City Water Treatment Plant (WTP) Owner's Advisor (OA) (PROJECT) shall include representation of the CLIENT's interest during the design and construction of the WTP as developed by the Design-Builder and assisting the CLIENT with the preparation of a State Revolving Loan Fund application. The Design-Builder is fully and solely responsible for their design and construction work.

Commission Options:

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

Fiscal Impact: Amount: **\$117,600.00**

Fund: **16 - Water** Department: **651 – Water Treatment Facility** Expense Code: **7402 – Capital Improvement**

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

Attachments: PEC Work Order No. 20-01

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2025-05-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO AN AGREEMENT PROFESSIONAL ENGINEERING CONSULTANTS (PEC), TO SERVE AS THE CITY’S REPRESENTATIVE FOR THE WATER TREATMENT PLANT GREENSAND FILTER IMPROVEMENT PROJECT, FOR AN AMOUNT NOT TO EXCEED \$117,650.00.

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

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to enter into an agreement with Professional Engineering Consultants (PEC) to serve as the City’s Representative for the Water Treatment Plant Greensand Filter Improvement Project, for an amount not to exceed \$117,650.00.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas this 6th day of May 2025.

(Seal)

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM.

Larry R. Schwartz, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-05-_____ of the City of Arkansas City, Kansas adopted by the governing body on May 6, 2025 as the same appears of record in my office.

DATED: _____

Tiffany Parsons, Clerk

WORK ORDER NO. 25-01

This Work Order No. 25-01 is made as of this _____ day of _____, 20____, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated June 5, 2023 (the “Master Services Agreement” between City of Arkansas City, KS (Client) and Professional Engineering Consultants, P.A. (PEC). Except to the extend modified herein, all terms and conditions of the Master Services Agreement shall continue a full force and effect.

SECTION A – SERVICES

A.1 PEC shall perform the following services (collectively, the “Services”):

1. See attached Exhibit A, Section C.

A.3 Exclusions:

1. See attached Exhibit A, Section E.

SECTION B – SCHEDULE

PEC shall perform the Services and deliver the above documents according to the following:

1. See attached Exhibit A, Section B.

SECTION C – COMPENSATION

In return for the proper performance by Consultant of its Services, Client shall pay to PEC an amount not to exceed One Hundred Seventeen Thousand Six Hundred and Fifty Dollars (**\$117,650.00**), payable according to the following terms:

1. See attached Exhibit A, Section F.

SECTION D – OTHER PROVISIONS

The parties agree to the following additional provisions with respect to this Work Order:

1. See attached Exhibit A, Section D.

CITY OF ARKANSAS CITY, KS

**PROFESSIONAL ENGINEERING
CONSULTANTS, P.A**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

A. **Project Description:**

1. The Arkansas City Water Treatment Plant (WTP) Owner's Advisor (OA) (PROJECT) shall include representation of the CLIENT's interest during design and construction of the WTP as developed by the Design-Builder and assisting the CLIENT with preparation of a State Revolving Loan Fund application. The Design-Builder is fully and solely responsible for their design and construction work.

B. **Anticipated Project Schedule:**

1. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that the OA services will extend through completion of construction of the WTP improvements. Fee is based on construction completion within 6 months after execution of the construction contract.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

C. **Scope of Services:**

1. PEC will adhere to the requirements of the KDHE SRF Provisions for Consultant Contracts, included as Exhibit B.
2. Attend up to twelve (12) bi-weekly virtual Design-Build team meetings through the end of design.
3. Attend up to two (2) in-person design review meetings in Arkansas City.
4. Assist the CLIENT in completing the KPWSLF Project Submittal Form.
 - a. Complete the KDHE SRF Contract Provisions for Consultant Contracts. Design-Builder will be required to complete necessary forms and submit to PEC.
 - b. Verify that the Design-Builder has incorporated the KDHE SRF Provisions in Construction Contract Documents into the project documents.
 - c. Design-Builder shall submit all project documents to KDHE for review and approval.
 - d. Submit disbursement requests to KDHE.
 - e. Verify Contractor payrolls meet Davis Bacon wage rates.
5. Perform a cursory review of preliminary and interim design submittal plans and specifications including process, electrical, and structural elements. This review will be conducted to identify any concerns or items for discussion with the CLIENT. A detailed review of design calculations is not part of the PEC scope.
6. Perform a cursory review of final plans and specifications including

process, electrical, and structural elements. This review will be conducted to identify any concerns or items for discussion with the CLIENT. A detailed review of design calculations is not part of the PEC scope.

7. Review Design-Builder construction services contract and provide input to CLIENT.
8. Perform a cursory review of the submitted Guaranteed Maximum Price and supplier and subcontractor provided proposals and advise CLIENT of any concerns or questions. Provide CLIENT with observations and comments.
9. Communicate with KDHE regarding CLIENT obligations for State Revolving Loan Fund (SRF) requirements and assist the CLIENT with preparation of the SRF loan application.
10. Construction administration services to include:
 - a. cursory review of submittal information for compliance with Design-Builder plans and specifications. Review will be strictly comparison to Design-Builder provided design conditions; Design-Builder is fully and solely responsible for compliance with KDHE approved plans and specifications, applicable codes, and applicable standards.
 - b. Review of proposed Contingency or Allowance fund usages and recommendations to CLIENT. CLIENT will be responsible for final approval or denial of these costs.
 - c. Attendance at up to thirty (30) progress meetings during construction.
 - d. Perform a final walkthrough at project substantial completion and develop punchlist of items for completion. Punchlist will be based on items visible during walkthrough. A detailed punchlist will not be maintained during construction unless inspection services are included by supplemental agreement.
 - e. Attend KDHE final inspection.

D. Additional Services:

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Construction inspection services.
2. Materials testing services.
3. Review of Design-Builder invoices or pay applications.
4. Development of remediation measures for any unknown conditions encountered during construction.
5. Value Engineering services.

E. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Detailed review of design calculations for any part of the project. The Design-Builder is fully and solely responsible for the completeness and correctness of all calculations and design parameters and compliance with

- all federal, state, and local requirements.
- 2. Permitting – the Design-Builder will be fully responsible for obtaining all required permits for construction.
- 3. Construction storm water permitting, inspections, or review.
- 4. Detailed review of design against KDHE regulations and standards. KDHE will provide comments and corrections based on their requirements.
- 5. Review of materials testing reports.
- 6. Coordination with utility providers for site services.
- 7. Review of fire suppression systems or requirements.
- 8. Any plant operations.

F. PEC's Fees:

- 1. PEC will invoice CLIENT one time per month for services rendered incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
- 2. PEC's Fee for its Scope of Services will be on a standard hourly basis, at the rates established on the Rate Schedule including Reimbursable Expenses not-to-exceed **\$117,650.00**.
- 3. Reimbursable Expenses shall include digital scanning and printing by outside firms, deliveries made by outside services, vehicle mileage or vehicle rental and fuel, vehicle parking and tolls, travel fares (air/land/water), lodging, meals, and review/application/filing/permit fees.
- 4. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS

EXHIBIT B

STATE OF KANSAS
ACT AGAINST DISCRIMINATION
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.

MUNICIPALITY City of Arkansas City

CONTRACTOR'S
SIGNATURE _____



TITLE Principal

SRF PROJECT NO. 3246

DATE 3/19/2025



3246
KDHE PROJECT #

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sarah C. Unruh, Principal

Typed Name & Title of Authorized Representative

 3/19/2025
Signature and Date of Authorized Representative

Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Contract Provisions for the Kansas Act Against Discrimination

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase “equal opportunity employer” or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

Contract Provisions for Restrictions on Lobbying

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

Contract Provisions for the Trafficking Victims Protection Act of 2000

The Contractor, its employees, sub-contractors, and sub-contractors employees under any SRF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

Contract Provisions for Suspension and Debarment

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions.” The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contract Provisions for Non Discrimination

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

Contract Provisions for Non Segregated Facilities

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term “facilities,” as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

2025 RATE SCHEDULE A**



<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer	\$250
Senior Project Manager	\$225
Project Manager	\$200
Senior Engineer II.....	\$225
Senior Engineer I.....	\$200
Project Engineer	\$175
Senior Landscape Architect.....	\$180
Landscape Architect	\$130
Senior Planner	\$175
Planner.....	\$155
Design Engineer	\$145
Senior Piping Designer.....	\$160
Piping Designer	\$125
Senior Technician	\$150
Design Technician	\$115
Senior Commissioning Agent.....	\$160
Commissioning Agent	\$135
GIS Specialist	\$150
GIS Analyst	\$120
Project Coordinator.....	\$100
Project Assistant	\$90
Senior Field Project Manager	\$200
Field Project Manager	\$155
Senior Inspector.....	\$160
Inspector	\$125
Senior Field Technician.....	\$105
Field Technician	\$85
Senior Driller	\$130
Driller	\$95
Land Surveyor	\$140
Crew Chief.....	\$120
Survey Technician.....	\$100
*Premium time for all non-salaried personnel or as noted in the contract	1.5 multiplier

REIMBURSABLES:

Infrared Camera.....	\$50/Hour
Structural Testing Equipment	\$50/Hour
Subconsultants	Cost plus 10%
Vehicle Mileage.....	IRS Rate/Mile
Truck Mileage	\$0.75/Mile
ATV	\$20/Hour
GPS.....	\$50/Hour
3D Laser Scanner.....	\$150/Hour
Robotic Total Station.....	\$50/Hour
UAS	\$150/Hour
Mobile Lidar Unit.....	\$4,000/Day
Drill Rig Use.....	\$75/Hour
Concrete Testing Equipment	\$10/Each
Nuclear Gauge Equipment.....	\$20/Each
Compressive Strength of Cylinders	\$15/Each
Ultra Sonic Testing Equipment	\$50/Each
Semi-Trailer Mileage.....	\$3/Mile
Other Reimbursables	Cost plus 10%

**The rates shown above are effective for services through December 31, 2025 and are subject to revision thereafter.



City Commission Agenda Item

Meeting Date: May 6th, 2025
 From: Randy Frazer, City Manager
 Item: Agreement No. 938-24 with KDOT - Kansas Local Bridge Improvement Program (KLBIP) - Project No. 18 U-2563-01 (F Street Bridge Replacement)

Motion: A Resolution authorizing the City of Arkansas City to execute Agreement No. 937-24 with the Secretary of Transportation and the Kansas Department of Transportation (KDOT), for participation in the Kansas Local Bridge Improvement Program, Project No. 18-U-2563-01, to replace the F Street Bridge. **(Voice Vote)**

Background: The City of Arkansas City applied for and was awarded funding assistance through the Kansas Local Bridge Improvement Program (KLBIP) for the replacement of Bridge No. 501100180000004, located on F Street just north of Tyler Avenue over Mill Canal.

Under Agreement No. 938-24:

- The Kansas Department of Transportation (KDOT) will provide up to 85% of the participating construction and construction engineering costs, not to exceed \$700,000.
- The total estimated project cost is \$778,613.
- Estimated City Local Share (including non-participating costs): \$170,628
- The City will be responsible for the remaining 15% of participating costs up to KDOT's limit and 100% of all costs exceeding KDOT's maximum funding amount.
- The City is also responsible for all non-participating costs, preliminary engineering, right-of-way acquisition, and utility adjustments.
- The City will manage project design, letting, construction administration, inspection, and long-term maintenance after completion.
- The project must be under contract (let) for construction prior to August 19, 2026, to maintain eligibility for KDOT funding.

This project supports the City's ongoing efforts to replace deficient bridge structures, improve local transportation infrastructure, enhance public safety, and support future economic development.

Commission Options:

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

Fiscal Impact:

- Estimated Total Project Cost: \$778,613
- KDOT Funding Contribution (maximum): \$700,000 (*Est. amount. as of 9/2024 \$609,984.60*)
- Estimated City Local Share (including non-participating costs): \$170,628

Fund: **21 Special Highway** Department: **542 Streets** Expense Code: **6212 Payment to Contractors**

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

Attachments:

- Agreement No. 938-24 (City of Arkansas City/KDOT)
- Exhibit A: Minimum Structure and Design Requirements
- Civil Rights and Contractual Provisions Attachments

Approved for Agenda by:

Section , Item 3.

A handwritten signature in black ink, appearing to read 'R. Frazer', with a long horizontal line extending to the right.

Randy Frazer, City Manager

A RESOLUTION AUTHORIZING AGREEMENT NO. 938-24 BY AND BETWEEN THE SECRETARY OF TRANSPORTATION, THE KANSAS DEPARTMENT OF TRANSPORTATION (KDOT), AND THE CITY OF THE ARKANSAS CITY FOR PARTICIPATION IN THE KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM (KLBIIP) PROJECT NO. 18 U-2563-01, TO REPLACE THE F STREET BRIDGE.

WHEREAS, the City of Arkansas City, Kansas, previously applied for and was selected to receive funding under the Kansas Local Bridge Improvement Program from the Kansas Department of Transportation; and

WHEREAS, the total estimated project cost is \$778,613; and

WHEREAS, the Kansas Department of Transportation (KDOT) will provide up to 85% of the participating construction and construction engineering costs, not to exceed \$700,000; and

WHEREAS, an estimated City Local Share (including non-participating costs) is \$170,628; and

WHEREAS, the City will be responsible for the remaining 15% of participating costs up to KDOT's limit and 100% of all costs exceeding KDOT's maximum funding amount.

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 enter into an agreement by and between the Secretary of Transportation, the Kansas Department of Transportation (KDOT), and the City of Arkansas City for participation in the Kansas Local Bridge Improvement Program (KLBIIP) for Project No. 18- U-2563-01, to replace the F Street Bridge.

SECTION TWO: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City Manager and/or City staff of the City of Arkansas City, Kansas, to take further and other necessary budget and administrative actions that are required to implement the project and 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 6th day of May 2025.

(Seal)

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-05-____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on May 6, 2025, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk

Construction CMS Contract No. _____

PROJECT NO. 18 U-2563-01
KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM
BRIDGE RECONSTRUCTION/REHABILITATION
CITY OF ARKANSAS CITY, KANSAS

P R O J E C T A G R E E M E N T

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

R E C I T A L S :

- A. The Kansas Legislature, through K.S.A. § 68-2314c, authorized the Secretary to provide funding for programs to assist local units of government in the administration of transportation projects to aid local public authorities in replacing or repairing bridges throughout the state. The Kansas Local Bridge Improvement Program (KLBIP) has been authorized by the Governor of the State of Kansas and the Kansas Secretary of Transportation under this legislation.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of bridges in the State of Kansas.
- C. The City has requested, and the Secretary has authorized, a project under the KLBIP, as further described in this Agreement.
- D. Cities and counties may be eligible to receive state assistance in the financing of the construction and reconstruction of bridges, roads, and state highways provided the work is required to be done in accordance with the laws of Kansas and any applicable federal requirements.

NOW THEREFORE, the Parties agree to the following terms and provisions:

A R T I C L E I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“City”** means the city of Arkansas City, Kansas, with its place of business at 118 W Central Ave., Arkansas City, KS 67005.

3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading, or similar work upon real property.
4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“Hazardous Waste”** means includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.
12. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.

13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
14. **“MUTCD”** means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.
15. **“NBI”** means the National Bridge Inventory, under the jurisdiction of the U.S. Department of Transportation, Federal Highway Administration.
16. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
18. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
19. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
20. **“Project”** means all phases and aspects of the KLBIP project to be undertaken by the City, being: **Replacement of Bridge No. 501100180000004 on F St., located just N of Tyler Ave. in Arkansas City, Kansas, over Mill Canal in Cowley County, Kansas**, and is the subject of this Agreement.
21. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
22. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
23. **“Right of Way”** means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
24. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.
25. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively-owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities,

including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	85% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$700,000.00
City	15% of Participating Costs of Construction and CE until Secretary's funding limit is reached 100% of Participating Costs of Construction and CE after Secretary's funding limit is reached 100% of Non-Participating Costs, Preliminary Engineering (PE), Right of Way, and Utility adjustments

2. **Funding Limitation.** No reimbursement shall be made for the costs of Preliminary Engineering, Right of Way acquisition, or Utility adjustments. No reimbursement will be made for work performed by City staff for project administration, engineering, or inspection.

3. **Reimbursement Payments.** The Secretary will make partial payments to the City for amounts not less than one thousand dollars (\$1,000.00) and no more frequently than monthly. Such payments will be made after receipt of proper billing and the Project has been Let. **To be eligible for reimbursement, the Project must be under contract for construction prior to August 19, 2026.** A retainage of five hundred dollars (\$500.00) will be withheld from the final payment until the City completes its obligations under this Agreement, including all requirements of Exhibit A, Minimum Structure and Design Requirements.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Legal Authority.** By signature on this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for the City to enter into this

Agreement on its behalf. The City agrees to adopt all necessary ordinances or resolutions, and to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Letting and Administration by the City.** The City will prepare or contract to have prepared the Design Plans for the Project, Let the contract, and award the Construction contract to the lowest Responsible Bidder. The City agrees to construct or have constructed the Project in accordance with the final Design Plans; inspect or have inspected the construction; administer the Project; and make the payments due the Contractor, including the portion of cost borne by the Secretary.

3. **Design and Specifications.** The City shall design the Project or contract to have the Project designed in conformity with the appropriate design criteria for the Project in accordance with the City's established procedures, criteria, and industry standards. Specifically, the City agrees to comply with the technical and other requirements listed in Exhibit A - Structure and Design Requirements, which is attached and incorporated into this Agreement, as well as in conformity with applicable state, local, and federal law. The replacement structure design must meet current American Association of State Highway and Transportation Officials (AASHTO) Design requirements. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

4. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the City and the Consultant. This third-party beneficiary status

is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

5. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's or its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation or express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

6. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

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

8. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, subcontractors, or its consultants. The City shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

9. **Indemnification by Contractors.** The City agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

10. **Reimbursement Requests.** The City shall submit invoices to the Secretary for reimbursement of costs incurred by the City for the Project. Invoices shall be submitted in amounts not less than one thousand dollars (\$1,000.00) and no more frequently than once per month. Invoices for reimbursement of costs for Construction and Construction Engineering (CE) are not eligible for reimbursement prior to the Project being let and the Project being under contract for construction prior to the date specified in Article II, paragraph 3.

11. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

12. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

13. **Maintenance of Project.** When the Project is completed and final acceptance is issued the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

14. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of cost incurred by the Secretary prior to the cancellation of the Project.

15. **Failure to Let.** The City acknowledges and agrees that the City's failure to award the construction contract for the Project by **August 19, 2026**, or within two (2) years from the Project award, will be considered a constructive act of cancellation by the City and the City will be deemed to have cancelled the Project for purposes of this Agreement. In such instance, the City will be subject to the reimbursement requirements set forth in Article III, paragraph 14.

16. **Final Review.** Upon completion of the Project, the City shall notify Secretary and allow the Secretary or Secretary's designee to participate in a final review of the Project to confirm compliance with the terms of this Agreement. Reviews by the Secretary are not done for the benefit of City or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation or express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans, specifications, estimates, surveys, and any necessary

investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by City.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Final Plans and Attachments.** The final Design Plans, specifications, special provisions, Construction Contract Proposal (as available), the agreement estimate for Construction Engineering (if applicable), and other Attachments are all essential documents of this Agreement and are either attached to this Agreement or incorporated by reference and made a part of this Agreement as if set forth in their entirety herein.
2. **Compliance with Federal and State Laws.** The City shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the Project undertaken pursuant to this Agreement.
3. **Civil Rights Act.** The **Civil Rights Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
4. **Contractual Provisions.** The provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into and made a part of this Agreement.
5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.
6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the City, and their successors in office.
8. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
9. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

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

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

CITY OF ARKANSAS CITY, KANSAS

CITY CLERK

(Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

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

Approved as to form:

INDEX OF ATTACHMENTS

- ☒ Exhibit A: Minimum Structure and Design Requirements
- ☒ Civil Rights Attachment
- ☒ Contractual Provisions Attachment (Form DA-146a)

*Note – If left unchecked, then inapplicable.

KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM FY 2025

(Minimum Structure and Design Requirements)

- ☐ The City will acquire the services of a Professional Engineer, licensed in the state of Kansas, to perform the design and analysis of the project. All plans shall have the seal and signature of the engineer in charge of their development.
- ☐ All bridges shall be designed to carry legal loads without load posting limitations.
- ☐ A scour evaluation shall be performed on all bridges to ensure the bridge is not scour critical. Submit the completed Scour Appraisal Form (found on KART).
- ☐ Provide Load and Resistance Factor Rating (LRFR) superstructure load ratings (including Federal Highway Administration (FHWA) mandated Specialized Hauling Vehicles and Emergency Vehicles). The use of AASHTO Bridge Design and Rating (BrDR) software is preferred. All bridges shall have a completed KDOT Bureau of Local Projects Load Rating Summary Sheet (LRSS) sealed and signed by a licensed Professional Engineer.
- ☐ The owner is responsible for acquiring all right-of-way, permits, and clearances needed for the Project.
- ☐ Within 90 days of completion of construction, submit a complete initial inspection to KDOT Bureau of Local Projects. The initial inspection shall be performed under the supervision of a qualified Bridge Inspection Team Leader.
- ☐ Submit total project costs to KDOT Bureau of Local Projects upon project completion. (Includes but is not limited to right-of-way, utility relocation, design, construction, and inspection services costs.)
- ☐ Basic hydraulic analysis based on HDS-5 or HEC-18 as appropriate.
- ☐ Load and Resistance Factor Design (LRFD) HL-93 superstructure design.
- ☐ Use Allowable Stress Design (ASD) as a minimum for foundation design. Use Modified Engineering News Record Formula for Pile Driving.
- ☐ Bridges less than 75' in length:
 - ☐ Minimum of one geology core sample and analysis report at each bridge site sealed and signed by a qualified licensed professional.
- ☐ Bridges greater than or equal to 75' in length:
 - ☐ Follow requirements in the KDOT LPA Project Development Manual for geology requirements.
 - ☐ A KDOT plan review at the field check stage is required. Geology and planned foundations should be included in the field check plan review set.

Standard industry practice and sound engineering judgment in accordance with the Kansas State Board of Technical Professions shall be exercised at all times throughout the design and analysis phases of the Project.

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

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

CLARIFICATION

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

ASSURANCE APPENDIX A

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

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

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

ASSURANCE APPENDIX E

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

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

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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



City Commission Agenda Item

Meeting Date: May 6, 2025

From: Tiffany Parsons, City Clerk

Item: Beer Garden – Corner East Central & Summit St.

Motion: An Ordinance exempting the application of K.S.A. 41-719(d), to allow the sale and consumption of alcoholic liquor at a designated area of the east corner of Central Ave. and Summit St. for one day, commencing Friday, June 7, 2025. **(Roll Call Vote)**

Background: The Sandbar LLC has requested the Governing Body of Arkansas City, KS allow temporary beer garden to be set up for one day, commencing Friday, June 7, 2025, at the east corner of Central Ave. and Summit St. This will be during the Merchants In Motion Family Funday Downtown Event, from 3:00 p.m. until 7:00 p.m.

The Sandbar will rope off a designated portion of the sidewalk along Central Ave. for patrons to have the option to set and enjoy a beverage in a non-glass container, as long they do not leave the beer garden area. The Sandbar understands the new Common Consumption Area rules and will allow plastic cups and bracelets to be given to legal partakers who wish to participate and/or remove themselves from the beer garden up until 7:00 p.m. only. They have also provided reasonable assurances that it will take all necessary precautions to ensure the property is used in full compliance with applicable state and local laws. No one under twenty-one (21) years of age will be allowed within the enclosed area where alcohol will be served.

Commission Options:

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

Fiscal Impact: Amount: Publication Cost

Fund: Department: Expense Code:

Included in budget ☐ Grant ☐ Bonds ☐ Other Not Budgeted

Attachments: Ordinance

Approved for Agenda by:

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

Randy Frazer, City Manager

ORDINANCE NO. 2025-05-_____

AN ORDINANCE EXEMPTING THE APPLICATION OF K.S.A. 41-719(d), TO ALLOW THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR AT A DESIGNATED AREA OF THE EAST CORNER OF CENTRAL AVE. AND SUMMIT ST. FOR ONE DAY, COMMENCING FRIDAY, JUNE 7, 2025.

WHEREAS, The Sandbar LLC has requested that the Governing Body of the City of Arkansas City, Kansas, allow it to sponsor a beer garden to sell and serve alcohol at a designated area of downtown Arkansas City from 3:00 p.m. until 7:00 p.m. for one day, beginning Friday, June 7, 2025; and

WHEREAS, the event will support the Merchants In Motion (MIM) Family Fun Downtown Event; and

WHEREAS, The Sandbar LLC has provided reasonable assurances that it will take all necessary precautions to ensure the property is used in full compliance with applicable state and local law; and

WHEREAS, in order to use the property in the manner requested, the Governing Body of the City of Arkansas City, Kansas, is required by Kansas statute to adopt an Ordinance specifically exempting the property from the provisions of K.S.A. 41-719(d), which prohibits the consumption of alcoholic liquor on public property.

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

SECTION ONE: Notwithstanding any provision of Municipal Code to the contrary, the Governing Body of the City of Arkansas City, Kansas, hereby exempts property located at the east corner Central Ave. and Summit St. from the provisions of K.S.A. 41-719(d), from 3:00 p.m. until 7:00 p.m. on Friday, June 7, 2025. The Governing Body of the City of Arkansas City, Kansas, hereby grants this exemption as it is a unique opportunity specifically tied to the Merchants in Motion Family Fun Downtown Event, a community festivity, and it will be fully contained and have measures in place to provide for security and monitoring to ensure compliance with Municipal Laws. By providing this exemption, the Governing Body hereby authorizes The Sandbar LLC, a duly licensed drinking establishment and caterer, to sell and serve alcoholic liquor by the drink for consumption on the Premises, subject to the following terms and conditions:

1. The Sandbar LLC shall take all necessary precautions to ensure compliance with all other provisions of Arkansas City Municipal Code, including the Uniform Public Offense Code.
2. No person younger than twenty-one (21) years of age shall be allowed within the enclosed area where alcohol is served, and precautions shall be taken to ensure this does not occur. The Sandbar or its designee shall check photo identification to ensure no one younger than 21 enters the area.
3. The Premises must be fully gated or otherwise enclosed. Any place where the gating or other enclosure provides an opening for entrance and exit from the Premises must be staffed to ensure no one may leave the fenced premises with an open container of alcoholic liquor or cereal malt beverage.
4. The Sandbar LLC shall not allow a number of persons inside the Premises in excess of the occupancy load established by approved authorities, if applicable.

5. The Sandbar LLC shall leave the Premises in the same or similar condition as it existed prior exemption dates, and shall remove all gating, trash, seating, portable toilets, and other supplies from the event; and repair any damage, in a timely fashion.
6. This exemption shall apply only to the interior of the gated Premises and shall not include any surrounding curtilage.
7. The Sandbar LLC having obtained their State ABC Temporary Common Consumption Area (CCA) Participant Permit, shall adhere to the Common Consumption Area effective hours and guidelines per provisions of K.S.A. 41-2659 and K.S.A. 41-719(b), amendment thereto, and the Arkansas City Ordinance No. 2024-04-4610.

SECTION TWO: PUBLICATION; EFFECTIVE DATE. This ordinance, or a summary thereof, shall be published one time in the official City newspaper, and shall take effect and be in force from and after said publication.

PASSED AND ORDAINED by the Governing Body of the City of Arkansas City, Kansas, on this 6th day of May, 2025.

(Seal)

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 2025-05-____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on May 6, 2025, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



City Commission Agenda Item

Meeting Date: May 6, 2025

From: Kyle Blubaugh, Environmental Services

Item: Well 16 Offset Change Order 1 – Wildcat Construction

Motion: A Resolution authorizing a Change Order submitted by Wildcat Construction for additional work on the Well 16 Offset Project, including watermain wet tap, hydrant replacement, and steel beam relocation adjustments, for an amount not to exceed \$13,332.92. **(Voice Vote)**

Background: A change order was required for three items on the Well 16 Offset project. Staff recommends utilizing Wildcat Construction to: 1.) connect to existing watermain wet tap, 2.) remove a 2" hydrant & replace with 6" hydrant, and 3.) relocate two steel beams to accommodate the well casing installation.

The justifications for these changes are as follows:

- Perform a wet tap on the existing raw water line to reduce the risk of water supply interruption and to accelerate the project schedule.
- Replace the fire hydrant for regulation testing and well startup also minimize the risk of environmental contamination or contamination from temporary piping.
- Relocate steel beams in the field to accommodate and coordinate with the installation of the well casing.

Wildcat Construction will carry out all necessary modifications associated with these changes. The change to contract price is \$13,332.92, bringing the revised contract total to \$651,632.92, which exceeds the originally authorized amount, thus necessitating formal approval of this change order.

Commission Options:

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

Fiscal Impact: Amount: **\$13,332.92**

Fund: **16** (Water) Department: **651** (WTF) Expense Code: **6212** (Payments to Contractors)

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

Attachments: Wildcat Construction, Change Order No. 1

Approved for Agenda by:

Randy Frazer, City Manager

A RESOLUTION AUTHORIZING A CHANGE ORDER SUBMITTED BY WILDCAT CONSTRUCTION FOR ADDITIONAL WORK ON THE WELL 16 OFFSET PROJECT, INCLUDING WATERMAIN WET TAP, HYDRANT REPLACEMENT, AND STEEL BEAM RELOCATION ADJUSTMENTS, FOR AN AMOUNT NOT TO EXCEED \$13,332.92.

WHEREAS, on November 5, 2024, the City Commission approved Resolution No. 2024-11-3657, authorizing staff to accept a bid submitted by Wildcat Construction Company Inc., to perform work on water supply Well 16 generator and platforms, for an amount not to exceed \$638,300.00; and

WHEREAS, a change order is now necessary to address three items identified on the Well 16 Offset Project, requiring additional work to: 1.) connect to existing watermain wet tap, 2.) remove a 2" hydrant & replace with 6" hydrant, and 3.) relocate two steel beams to accommodate the well casing installation. All of which are essential to the continuation of the project; and

WHEREAS, Wildcat Construction will carry out necessary modifications associated with these changes, resulting in a contract price increase of \$13,332.92, bringing the revised contract total to \$651,632.92, which exceeds the originally authorized amount, thus necessitating formal approval of this change order.

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

SECTION ONE: The Governing Body of the City of Arkansas City hereby authorizes a change order submitted by Wildcat Construction for additional work on the Well 16 Offset Project, including watermain wet tap, hydrant replacement, and steel beam relocation adjustments, for an amount not to exceed \$13,332.92.

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 6th day of May 2025.

(Seal)

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

Section , Item 1.

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-05-____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on May 6, 2025. as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk

CHANGE ORDER No. 1

Section , Item 1.

Date of Issuance: April 29, 2025

Project Name: Water Well No. 16	Owner: City of Arkansas City	Owner's Project Number:
Engineer's Project Number: 35-221014-000-0655	Date of Contract: December 20, 2024	
Contractor: Wildcat Construction	Funding Agency Project Number (if applicable):	

The following changes are hereby made to the CONTRACT DOCUMENTS:

Perform a wet tap into the existing raw water line, replace the 2-inch water hydrant with a 6-inch water hydrant, and field modifications to steel beams.

Justification:

Perform a wet tap into the existing raw water line to minimize risk of interruption in water supply and accelerate the schedule. Replace the fire hydrant to minimize risk of contamination from the environment or temporary piping during PFAS sampling. Field relocate steel beams to coordinate with installation of well casing.

☒ **Change to CONTRACT PRICE**

Original CONTRACT PRICE: \$638,300.00

Current CONTRACT PRICE (as adjusted by previous CHANGE ORDERS): \$

Increase in CONTRACT PRICE as of this Change Order: \$13,332.92

The new CONTRACT PRICE incorporating this CHANGE ORDER: \$651,632.92

☐ **Change to CONTRACT TIME:**Original Contract Times: ☐ Working Days ☐ Calendar Days

Substantial completion (days or date):

Final completion (days or date):

The CONTRACT TIME (as adjusted by previous CHANGE ORDERS):

Substantial completion (days or date):

Final completion (days or date):

[Increase] [Decrease] in CONTRACT TIME as of this Change Order:

Substantial completion (days or date):

Final completion (days or date):

CONTRACT TIMES with all approved CHANGE ORDERS:

Substantial completion (days or date):

Final completion (days or date):

REQUESTED:

By: _____
Contractor (Authorized Signature)

Date: _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____



Section , Item 1.

3219 W. May
P.O. Box 9163
Wichita, KS 67277
316-945-9408 phone
316-942-4012 fax

To: City Of Arkansas City	Contact:
Address: 118 W. Central, P.O. Box 778 Arkansas City, KS 67005	Phone: (620) 441-4400
	Fax:
Project Name: Arkansas City - Water Well No. 16	Bid Number:
Project Location: Arkansas City, KS	Bid Date: 4/24/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Connect To Existing Watermain Wet Tap	1.00	LS	\$6,138.12	\$6,138.12

Total Bid Price: \$6,138.12

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Wildcat Construction - Wichita

Authorized Signature: _____

Estimator: Tom Hudspeth
(316) 945-9408 tom.hudspeth@wildcat.net



Section , Item 1.

3219 W. May
P.O. Box 9163
Wichita, KS 67277
316-945-9408 phone
316-942-4012 fax

To: City Of Arkansas City Address: 118 W. Central, P.O. Box 778 Arkansas City, KS 67005	Contact: Phone: (620) 441-4400 Fax:
Project Name: Arkansas City - Water Well No. 16 Project Location: Arkansas City, KS	Bid Number: Bid Date: 4/24/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Removal Of 2" Hydrant & Replace With 6" Hydrant	1.00	UNIT	\$3,982.62	\$3,982.62

Total Bid Price: \$3,982.62

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Wildcat Construction - Wichita

Authorized Signature: _____

Estimator: Tom Hudspeth
(316) 945-9408 tom.hudspeth@wildcat.net



Section , Item 1.

3219 W. May
P.O. Box 9163
Wichita, KS 67277
316-945-9408 phone
316-942-4012 fax

To: City Of Arkansas City	Contact:
Address: 118 W. Central, P.O. Box 778 Arkansas City, KS 67005	Phone: (620) 441-4400
	Fax:
Project Name: Arkansas City - Water Well No. 16	Bid Number:
Project Location: Arkansas City, KS	Bid Date: 4/24/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Relocate 2 Beams For Well Casing	1.00	UNIT	\$3,212.18	\$3,212.18

Total Bid Price: \$3,212.18

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Wildcat Construction - Wichita

Authorized Signature: _____

Estimator: Tom Hudspeth
(316) 945-9408 tom.hudspeth@wildcat.net

	Change Order Request #1 Wet Tap Existing 8" Water Main	Unit	
1	Labor	1	1001
2	Equipment	1	788
	Material- 8" Tapping Saddle 8" Gate		
3	Valve & Valve Box	1	2883
4	Sub-Contractor -Wet Tap	1	908
		Sub-Total	5580
	Overhead/Profit	10%	558
		Total	6138

	Change Order Request #2 Removal of 2" Hydrant & Replace with 6" Hydrant	Unit	
1	Labor	1	2150
2	Equipment	1	1470
		Sub-Total	3620
	Overhead/Profit	10%	362
		Total	3982

	Change Order Request #3 Relocate 2 Beams for Well Casing	Unit	
1	Sub-Contractor Labor	1	685
2	Sub-Contractor Material	1	2235
		Sub-Total	2920
	Overhead/Profit	10%	292
		Total	3212



City Commission Agenda Item

Meeting Date: May 6th, 2025
 From: Randy Frazer, City Manager
 Item: KNOX KeySecure® Quote

Motion: A Resolution authorizing the City of Arkansas City to accept a quote submitted from KNOX, for master key control system upgrades, for an estimated amount of \$12,973.00. **(Voice Vote)**

Background: KNOX KEYSECURE® 5 Knox Master key control is elevated with new security and support capabilities. The KeySecure® 5 device leverages Knox technology to provide secure, rapid access when seconds matter.

KeySecure 5 features dual key security and KnoxConnect®, a cloud-based management system, to configure devices, manage users, track access and review audit trails for accountability.

This system upgrades the current security for the Knox master key and adds accountability to ensure the safety and security for the businesses within our jurisdiction.

Commission Options:

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

Fiscal Impact: Amount: \$12,973.00 *(reflects deduction of shipping from quoted price)*

Fund: **01- General** Department: **310 – Fire/EMS** Expense Code: **7405 Machinery/Equipment**

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

Attachments: Resolution & KNOX quote.

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2025-05-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A QUOTE SUBMITTED BY KNOX, FOR MASTER KEY CONTROL SYSTEM UPGRADES, FOR AN AMOUNT NOT TO EXCEED \$12,973.00.

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

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to accept a quote submitted from KNOX, for master key control system upgrades, for an estimated amount of \$12,973.00.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 6th day of May 2025.

(Seal)

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-05-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on May 6, 2025, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



Knox Company
1601 W Deer Valley Rd
Phoenix AZ 85027
United States

Quote# QT-KA-64633

QUOTED TO:

CUS102293
ARKANSAS CITY FIRE DEPT
115 S D ST
ARKANSAS CITY KS 67005
UNITED STATES
COWLEY

SHIP TO:

ARKANSAS CITY FIRE DEPT
115 S D ST
ARKANSAS CITY KS 67005
UNITED STATES
COWLEY

Valid Through	Sales Rep	Terms	PO #	Shipping Method
10/19/2025	Jeff Mizinski	PP - Prepaid		Ground Shipping < 75 LBS

Item	Description	Quantity	Units	Rate	Amount
KSM-200K1	KeySecure® 5, 1 MKEY, 1 PLUG, WIFI, ETHERNET, USB, W/ ANT.	10	EA	\$1,122.00	\$11,220.00

Installation Address:

Primary System Code Role: PS-98-0028-01-75-BOXES

KLS-MB-60	MOUNTING BRACKET 60° ANGLE, KeySecure® 5 & 6	10	EA	\$87.00	\$870.00
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Installation Address:

Primary System Code Role: PS-98-0028-01-75-BOXES

SMS-1002C1	1YR. KnoxConnect™ Cloud License 7-20 devices	1	EA	\$721.00	\$721.00
------------	--	---	----	----------	----------

Installation Address:

Primary System Code Role: PS-98-0028-01-75-BOXES

KSM-200AC	AC ADAPTER, WALL MOUNT, KeySecure®5 & 6	1	EA	\$0.00	\$0.00
-----------	---	---	----	--------	--------

Installation Address:

Primary System Code Role: PS-98-0028-01-75-BOXES

Memo: To purchase, please complete the Knox Connect form, CIF form to be invoiced and provide tax exempt cert if applicable. Thank you.

Subtotal	\$12,811.00
Tax Amount	\$0.00
Shipping and Handling	\$162.00
Total	\$12,973.00



QT-KA-64633



City Commission Agenda Item

Meeting Date: 05/06/25

From: Randy Frazer, City Manager

Item: Approval of Emergency Purchase – Engine 51 Pump and Gearbox Replacement

Motion: A Resolution authorizing the City of Arkansas City to purchase a new fire pump and gearbox for Engine 51 from Conrad Fire Equipment in the amount of \$69,337.05, due to catastrophic mechanical failure.
(Voice Vote)

Background: Engine 51, a front-line apparatus in the City's Fire/EMS fleet, recently experienced a critical failure when it lost all fluid in the gearbox feeding the fire pump. This resulted in catastrophic damage to both the gearbox and the pump. The extent of the internal damage was not fully realized until Conrad Fire Equipment provided images showing significant mechanical failure.

Initially, the plan was to install a refurbished pump, under the assumption that Conrad Fire had a compatible core available. The cost quoted for the refurbished unit was \$43,820.66, with a turnaround time of up to 3 months. However, it was later confirmed that the existing pump would need to be removed from Engine 51, shipped out, and refurbished, and introducing significant risk, as the damage to the pump casing is currently unknown. If the casing is unrepairable, the City would still be liable for removal and shipping costs with no guarantee of a successful rebuild.

To mitigate operational risk and ensure equipment readiness, staff recommends purchasing a new pump and gearbox for \$69,337.05. Conrad Fire has five new pump assemblies in stock, allowing for a much faster installation and return to service.

Currently, the Fire/EMS Department is relying on a single engine for all Rescue and Fire response calls. This creates a serious service gap should simultaneous calls occur, such as a vehicle accident and structure fire. The department's aerial platform is not equipped to act as a primary engine for fire suppression, further emphasizing the need for an immediate solution.

Prompt approval and procurement will restore full fire suppression capability and improve emergency response coverage within the community.

Commission Options:

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

Fiscal Impact: Amount: \$69,337.05

Fund: **01- General** Department: **310 – Fire/EMS** Expense Code: **7202 - (Motor Vehicle Repair/Parts)**

☒ Included in budget

☐ Grant

☐ Bonds

☐ Other Not Budgeted

Attachments:

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2025-05-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO PURCHASE A NEW FIRE PUMP AND GEARBOX FOR ENGINE 51 FROM CONRAD FIRE EQUIPMENT IN THE AMOUNT OF \$69,337.05, DUE TO CATASTROPHIC MECHANICAL FAILURE.

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

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to purchase a new fire pump and gearbox for Engine 51 from Conrad Fire Equipment in the amount of \$69,337.05, due to catastrophic mechanical failure.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 6th day of May 2025.

(Seal)

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-05-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on May 6, 2025, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk

CONRAD FIRE EQUIPMENT, INC.

19922 W 162nd Street Olathe, KS 66062
www.CONRADFIRE.com
(913) 780-5521
(913) 780-5251 Fax

Section , Item 2.

QUOTATION 153374

CUSTOMER NO.
2321

*Chadwick
21-30-25
City New Pump*

BILL TO:

ARKANSAS CITY FIRE/EMS DEPT
115 S "D" ST
ARKANSAS CITY, KS 67005

SHIP TO:

ARKANSAS CITY FIRE/EMS DEPT
115 S "D" ST
ARKANSAS CITY, KS 67005

PHONE: 620/441-4430
FAX: 620/441-0238

PAGE 1

DATE		SHIP VIA	F.O.B.	TERMS	
03/31/25		GROUND		NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON	OUR QUOTE NUMBER	
		03/31/25	254 240	153374	
QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
ORDERED	SHIPPED	MODEL#: PRC+CUSPUMP	VIN#: 4P1CN01D3DA013591		
HOURS		SERIAL#: 14622349	PUMP#:		
MILES		NAME: PIERCE CUSTOM PUMPER	TRANS#:	6610364379	
UNIT#	E51	DATE SOLD: 09/13/13			
YEAR:	2012				
COMMENTS #1: PULL AND REMOVE THE PUC PUMP AND GEARBOX AND REPLACE WITH A NEW. THIS IS TO INCLUDE REPLACING THE PUC FILTER, PUMP TRANSMISSION COOLER, AND HYDRAULIC PUMP DUE TO METAL CONTAMINATION. ALL HYDRAULIC LINES WILL BE FLUSH AND CLEANED. ALL COOLANT AND AIR TO AIR TUBINGS WILL NEED TO BE REMOVED TO ALLOW ACCESS TO THE PUMP. AFTER REPAIRS ARE MADE THE TRUCK WILL BE PUMP TESTED.					
1		LAB,SUP	MISC. SHOP SUPPLIES	150.00	150.00
1		LAB,QUOTED	QUOTED LABOR	11,200.00	11,200.00
1		PRC-1898820	COOLER, TRANSMISSION, PUC	466.31	466.31
1		PRC-1777990	ELEMENT, FILTER	98.46	98.46
2		PRC-1915175-01	PUC XPL3000 LUBRICANT EACH	85.95	171.90
1		PRC-1716829	PUMP, HYDRAULIC, GEAR, REXROTH	1,163.87	1,163.87
1		PRC-3396384	NEW PUC 3G CENTER SECTION	55,086.51	55,086.51
1		CON.FREIGHT	FREIGHT CHARGES	1,000.00	1,000.00
PLEASE NOTE THE PROVIDED SHIPPING ESTIMATES ARE SUBJECT TO CHANGE.					
					69,337.05
THIS QUOTE FOR SERVICES IS AN ESTIMATE ONLY, WHICH IS BASED					
Product Total		Discount	Freight	Taxable Amount	Tax
					Misc. Am.
					QUOTATION TOTAL

"WE APPRECIATE YOUR BUSINESS"

RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.

CONRAD FIRE EQUIPMENT, INC.

19922 W 162nd Street Olathe, KS 66062

www.CONRADFIRE.com

(913) 780-5521

(913) 780-5251 Fax

Section , Item 2.

QUOTATION 153374

CUSTOMER NO.
2321

BILL TO:

ARKANSAS CITY FIRE/EMS DEPT
115 S "D" ST
ARKANSAS CITY, KS 67005

SHIP TO:

ARKANSAS CITY FIRE/EMS DEPT
115 S "D" ST
ARKANSAS CITY, KS 67005

PHONE: 620/441-4430

FAX: 620/441-0238

PAGE 2

DATE	SHIP VIA	F.O.B.	TERMS			
03/31/25	GROUND		NET 30 DAYS			
PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER			
	03/31/25	254 240	153374			
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT		
ORDERED	SHIPPED	ON THE INFORMATION AVAILABLE TO CONRAD AT THE TIME THIS ESTIMATE IS BEING PROVIDED. THIS QUOTE IS VALID FOR 30-DAYS. ONCE REPAIR WORK COMMENCES FOR THE QUOTED WORK, IT IS POSSIBLE THAT ADDITIONAL REPAIR TIME, OTHER REPAIRS, AND/OR PARTS MAY BE DISCOVERED AND/OR REQUIRED TO COMPLETE THE REPAIR(S) FULLY. IF ADDITIONAL REPAIR TIME, OTHER REPAIRS, OR PARTS ARE NEEDED, THE CUSTOMER WILL BE NOTIFIED IN ADVANCE OF WORK BEING PERFORMED OR PARTS BEING ORDERED. UNLESS OTHERWISE SHOWN AS AN ITEMIZED LINE IN THIS QUOTE, THIS ESTIMATE DOES NOT INCLUDE SHIPPING COST RELATED TO REPAIR(S) AND/OR ANY ADDITIONAL SUPPLIES, PARTS, OR OTHER MATERIAL THAT MAY BE NEEDED AT THE TIME THE WORK IS PERFORMED.				
This quote expires thirty (30) days after the date						
Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL

"WE APPRECIATE YOUR BUSINESS"

RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.

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Section , Item 2.

QUOTATION 153374

CUSTOMER NO.
2321

BILL TO:

ARKANSAS CITY FIRE/EMS DEPT
115 S "D" ST
ARKANSAS CITY, KS 67005

SHIP TO:

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115 S "D" ST
ARKANSAS CITY, KS 67005

PHONE: 620/441-4430

FAX: 620/441-0238

PAGE 3

DATE	SHIP VIA	F.O.B.	TERMS			
03/31/25	GROUND		NET 30 DAYS			
PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER			
	03/31/25	254 240	153374			
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT		
ORDERED	SHIPPED	appearing on this quotation unless CFE receives and accepts Buyer's order within that period. Prior to the referenced expiration date, this quote may be changed by CFE at any time upon CFE providing such written notice to Buyer prior to CFE receiving and accepting Buyer's order within the aforementioned thirty (30) day period.				
Please note: A 3% credit card service fee will be assessed on all credit card payments in excess of \$3,000. Orders may not be broken into smaller dollar amounts to avoid this service charge. Cash, check, ACH, and wire transfer payments will not be subject to a service charge.						
Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
69,337.05	0.00		69,337.05	0.00		69,337.05

"WE APPRECIATE YOUR BUSINESS"

RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.