



City of Arkansas City

CITY COMMISSION MEETING AGENDA

Tuesday, October 18, 2022 at 5:30 PM — 118 W Central Ave, Arkansas City, KS

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/300635661>
You can also dial in using your phone.

United States: +1 (571) 317-3122
- One-touch: tel:+15713173122,,300635661#
Access Code: 300-635-661

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. Good Neighbor Award presented to a citizen that rendered aid during a recent critical incident.

III. Comments from the Audience for Items Not on the Agenda

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

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

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

IV. Consent Agenda (Voice Vote)

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

1. Approve the October 4, 2022, regular meeting minutes as written.
2. Ratify Mayor Canyon Gingher's appointment of Sadie Spurlock to the Visit Ark City Board of Trustees.

V. New Business

Ordinances for Consideration

1. Consider first reading of an Ordinance adopting the budgeted pay plan to become effective October 22, 2022. (**Roll Call Vote**)
2. Consider first reading of 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 Ben Givens Center City Park during Arkalalah on October 26-29, 2022. (**Roll Call Vote**)

Resolutions for Consideration

1. Consider a Resolution authorizing the City of Arkansas City, Kansas, in conjunction with the City of Winfield, Kansas, and the Cowley County Humane Society to enter into an Interlocal Cooperation Agreement for the operation of the Cowley County Animal Shelter. **(Voice Vote)**
2. Consider a Resolution approving a proposal submitted by DEX Water Conservation Systems, Arkansas City, to purchase their patented water conserving product, for an amount not to exceed \$9,879.00. **(Voice Vote)**

Other Items for Consideration

1. Authorize a Letter of Support from City Commissioners to Twin Rivers Developmental Supports, Inc. to request Kansas Department of Transportation operating funds for fiscal year 2024. **(Voice Vote)**

VI. Staff Report Presentations

1. City Manager's Report on Upcoming Activities

VII. Communications and Reports

1. September 2022 Financial Summary

VIII. Adjournment



City Commission Agenda Item

Meeting Date: October 18, 2022

From: Lesley Shook, City Clerk

Item: Approve October 4, 2022 Regular Meeting Minutes

Purpose: Consent Agenda Item: Approve the October 4, 2022, regular meeting minutes as written.

Background:

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

Commission Options:

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

Approved for Agenda by:

A handwritten signature in black ink, appearing to be "Randy Frazer", is written over a horizontal line. The signature is fluid and cursive.

Randy Frazer, City Manager



City of Arkansas City

CITY COMMISSION MEETING MINUTES

Tuesday, October 04, 2022 at 5:30 PM — 118 W Central Ave, Arkansas City, KS

Routine Business

1. Roll Call

PRESENT

Commissioner Scott Rogers
Commissioner Diana Spielman
Commissioner Jay Warren
Mayor Canyon Gingher

ABSENT

Commissioner Charles Jennings

Also present: City Manager Randy Frazer, City Attorney Larry Schwartz, City Clerk Lesley Shook, Deputy City Clerk Tiffany Parsons, Communications Director Shana Adkisson, and Public Services Superintendent Tony Tapia.

2. The Opening Prayer was led by Commissioner Warren and Pledge of Allegiance was led by Denise Simmons through sign language.
3. There were no additions or deletions to the agenda.
4. Approval of the Agenda

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

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

Recognition of Visitors

City Manager Frazer introduced the city's new communications director, Shana Adkisson.

Consent Agenda

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

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

1. Approve the September 20, 2022, regular meeting minutes as written.

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

New Business

Resolutions for Consideration

1. City Clerk Shook presented for consideration authoring the City of Arkansas City to approve a bid submitted by Mid American Signal, Inc., of Kansas City, to replace the current camera operating system at C & Kansas, for an amount not to exceed \$26,010.00. Public Services Superintendent Tapia explained the issues with the camera system due to the glare of the sun and weather. He stated the new system will run as radar and that the bid came in lower than expected.

Motion made by Commissioner Rogers, Seconded by Commissioner Spielman to approve a bid submitted by Mid American Signal, Inc., of Kansas City, to replace the current camera operating system at C & Kansas, for an amount not to exceed \$26,010.00.

*Voting Yea: Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved and given **Resolution No. 2022-10-3505.***

2. City Clerk Shook presented for consideration the transfer of property located at the corner of W. Washington and S. 5th, to Cowley College, for a new technical training facility. City Manager Frazer stated this is old water plant property and the commission could choose one of two ways to handle the transfer; sell or donate.

Motion made by Commissioner Warren, Seconded by Commissioner Spielman to donate the property located at the corner of W. Washington and S. 5th, to Cowley College, for a new technical training facility.

*Voting Yea: Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved and given **Resolution No. 2022-10-3506.***

Other Items for Consideration

1. City Clerk Shook presented for consideration an amended request from SCK Health for release of funds from the Unpledged Health Care Sales Tax Fund in the amount of \$162,000.00. City Attorney Schwartz explained that there was a question about the underlying qualifications after the last meeting so the funds have not been released yet. He noted, the amended request has been verified that it meets the qualifications of the authorizing ordinance, to allowed the funds to be released.

Motion made by Commissioner Warren, Seconded by Commissioner Spielman to approve the amended request from SCK Health for release of funds from the Unpledged Health Care Sales Tax Fund in the amount of \$162,000.00.

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

Staff Report Presentations

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

- National Night Out block parties are this evening – a list was given to the commissioners
- Employee luncheon, Friday October 7th noon – 1 p.m. at Wilson park
- LKM Annual Regional Dinner on November 3rd in Wichita
- Staff met with contractor for downtown sewer and alley repair, quote coming soon.
- Overlay on Madison from Summit to 8th , plans approved and looking at bids now
- Ricky Hayes October 14th, possible meeting with the housing group.

Adjournment

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

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

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

Kanyon Gingher, Mayor

ATTEST:

Lesley Shook, City Clerk

Prepared by:

Lesley Shook, City Clerk



City Commission Agenda Item

Meeting Date: October 18, 2022
From: Lesley Shook, City Clerk
Item: Board Appointment

Purpose: Consent Agenda Item: Ratify Mayor Canyon Gingher's appointment of Sadie Spurlock to the Visit Ark City Board of Trustees.

Background:

Sadie Spurlock, had expressed an interest in joining this committee. The Board and Mayor Gingher recommend that Ms. Spurlock be appointed to the Visit Ark City Board of Trustees.

Commission Options:

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

Attachments:

1. Sadie Spurlock's Application Form

Approved for Agenda by:

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

Randy Frazer, City Manager

City Boards/Commissions/Committees/Councils Volunteer Form

Name: Sadie (Lunaren) SpurlockPhone: [REDACTED]Alternate Phone: [REDACTED]Email: [REDACTED]Home Address: [REDACTED]Employment: [REDACTED]Job Title: Mental Health Therapist + Creative DirectorYears Lived in Arkansas City: 17

Community and Professional Activities/Associations/Honors/Organizations:

I had resided in Hays, KS and worked at FHSU until moving home to Ark City this past November. I have not yet served in any capacity in AC since being back, but look forward to the opportunity. Honors: FHSU Phenomenal Woman Award
Activities: Started/lead AC MOPS here in Ark City Ar local moms, lead local youth group
FHSU suicide prevention grant case manager/trainer. Certified Mental Health First Aid Instructor
 Previous Civic Experience (please list any appointed or elected positions you have held in the past):
No appointed/elected positions thus far.

Appointment(s) you are applying for [please indicate all of your choice(s) – when a vacancy occurs, you will be contacted]:

- | | |
|--|--|
| <input type="checkbox"/> ACPL (Public Library) Board of Trustees | <input type="checkbox"/> Northwest Community Center Board |
| <input type="checkbox"/> Beautification and Tree Advisory Board | <input type="checkbox"/> Outstanding Student Award Committee |
| <input type="checkbox"/> Building Trades Board* | <input type="checkbox"/> Planning Commission / Board of Zoning |
| <input type="checkbox"/> Capital Improvement Plan Committee | <input type="checkbox"/> Public Building Commission |
| <input type="checkbox"/> City Commission <i>(only if vacancy occurs)</i> | <input type="checkbox"/> Recreation Commission |
| <input type="checkbox"/> Community Spirit Award Committee | <input type="checkbox"/> Retired Citizens Advisory Council |
| <input type="checkbox"/> Equal Opportunity & Accessibility Board | <input type="checkbox"/> SCKMC (Hospital) Board of Trustees |
| <input type="checkbox"/> Historic Preservation Board | <input checked="" type="checkbox"/> Visit Ark City Board of Trustees |

*Professional certifications may be required – please call (620) 441-4415 or (620) 441-4420 for more information

Please indicate why you are interested in serving and what skills you might contribute: Ark City
is home to me - my husband and I, moved back to help contribute to this community
and do our part to make a difference in hope of a brighter future for all the amazing
people here. I handle a lot of design/media production for the radio station, as well as
being a licensed therapist with a heart to see the community thrive.
 Signature: Sadie Spurlock Date: 10/11/22

~~~Applicants must be appointed by the Mayor with the consent of the City Commission~~~

Mail or Deliver to:

Lesley Shook, City Clerk OR Andrew Lawson, Public Information Officer

City of Arkansas City

118 W. Central Ave.

Arkansas City, KS 67005

Or you can email this form to: [lschook@arkansascityks.gov](mailto:lschook@arkansascityks.gov) or [alawson@arkansascityks.gov](mailto:alawson@arkansascityks.gov)



# City Commission Agenda Item

**Meeting Date:** October 18, 2022  
**From:** Marla McFarland, Human Resources Director  
**Item:** Pay Ordinance

**Purpose:** Consider first reading of an Ordinance adopting the budgeted pay plan to become effective October 22, 2022. **(Roll Call Vote)**

**Background:**

1. Create Division Chief of Training position at pay range FD19
2. Change title of EMS Director to Division Chief of EMS
  - a. Move Pay Range from FD18 to FD19
3. Change title of Fire Marshall to Division Chief of Fire Prevention

**Commission Options:**

1. Approve Pay Ordinance Effective October 22, 2022.
2. Disapprove Pay Ordinance Effective October 22, 2022.

**Fiscal Impact:**

Amount: Estimated additional annual cost approximately \$4,065

Fund: **01 General** Department: **310 Fire/EMS Department** Expense Code: **5100 Salaries**

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

**Approved for Agenda by:**

Randy Frazer, City Manager



**CITY OF ARKANSAS CITY  
PAY ORDINANCE  
ORDINANCE NO. 2022-10-XXXX  
EFFECTIVE OCTOBER 22, 2022**

| City Manager Department                   |          |         |         |         |                |
|-------------------------------------------|----------|---------|---------|---------|----------------|
| Position                                  | Range    | MIN     | MID     | MAX     | Minimum Annual |
| City Manager**                            | Contract |         |         |         |                |
| City Attorney                             | Contract |         |         |         |                |
| Municipal Court Judge                     | Contract |         |         |         |                |
| Finance Director/Treasurer**              | CM23     | \$30.52 | \$39.35 | \$48.17 | \$63,481.60    |
| Human Resources Director**                |          |         |         |         |                |
| Building Official**                       | CM20     | \$26.36 | \$34.05 | \$41.75 | \$54,828.80    |
| Information Technology (IT) Manager**     |          |         |         |         |                |
| Municipal Project Manager**               | CM18     | \$23.90 | \$30.93 | \$37.96 | \$49,712.00    |
| Communications Director**                 |          |         |         |         |                |
| City Clerk                                | CM17     | \$22.76 | \$29.48 | \$36.20 | \$47,340.80    |
| Accountant                                | CM16     | \$21.68 | \$28.10 | \$34.52 | \$45,094.40    |
| Principal Planner                         |          |         |         |         |                |
| Combination Inspector                     | CM10     | \$16.18 | \$21.10 | \$26.03 | \$33,654.40    |
| Administrative Assistant                  | CM8      | \$14.67 | \$19.19 | \$23.71 | \$30,513.60    |
| Customer Service Specialist               |          |         |         |         |                |
| Deputy City Clerk                         |          |         |         |         |                |
| Human Resources Assistant                 | CM6      | \$13.31 | \$17.46 | \$21.61 | \$27,684.80    |
| Animal Control/Nuisance Abatement Officer |          |         |         |         |                |

| Environmental Services Department                |       |         |         |         |                |
|--------------------------------------------------|-------|---------|---------|---------|----------------|
| Position                                         | Range | MIN     | MID     | MAX     | Minimum Annual |
| Environmental Services Superintendent**          | ES26  | \$35.33 | \$45.47 | \$55.61 | \$73,486.40    |
| Wastewater Treatment Plant Supervisor            | ES16  | \$21.68 | \$28.10 | \$34.52 | \$45,094.40    |
| Water Distribution & Collection Supervisor       |       |         |         |         |                |
| Water Treatment Facility Supervisor              |       |         |         |         |                |
| Distribution & Collection Maintenance Worker III | ES12  | \$17.83 | \$23.21 | \$28.59 | \$37,086.40    |
| Wastewater Treatment Plant Operator              | ES10  | \$16.18 | \$21.10 | \$26.03 | \$33,654.40    |
| Water Treatment Facility Operator                |       |         |         |         |                |
| Distribution & Collection Maintenance Worker II  | ES9   | \$15.40 | \$20.12 | \$24.83 | \$32,032.00    |
| Distribution & Collection Maintenance Worker I   | ES7   | \$13.97 | \$18.30 | \$22.63 | \$29,057.60    |
| Meter Technician                                 | ES6   | \$13.31 | \$17.46 | \$21.61 | \$27,684.80    |
| Temporary/Seasonal Hydrant Flusher               | ES1   | \$10.43 | \$13.79 | \$17.16 | \$21,694.40    |

| Fire/EMS Department                                       |        |         |         |         |                |
|-----------------------------------------------------------|--------|---------|---------|---------|----------------|
| Position                                                  | Range  | MIN     | MID     | MAX     | Minimum Annual |
| Fire/Emergency Medical Services (EMS) Chief**             | FD26   | \$35.33 | \$45.47 | \$55.61 | \$73,486.40    |
| Division Chief of EMS**                                   | FD19   | \$25.10 | \$32.45 | \$39.81 | \$52,208.00    |
| Division Chief of Fire Prevention**                       |        |         |         |         |                |
| Division Chief of Training**                              |        |         |         |         |                |
| Administrative Assistant                                  | FD8    | \$14.67 | \$19.19 | \$23.71 | \$30,513.60    |
| Fire/Emergency Medical Services (EMS) Captain*            | FD1700 | \$17.88 | \$23.28 | \$28.67 | \$52,209.60    |
| Fire/Emergency Medical Services (EMS) Lieutenant*         | FD1600 | \$17.03 | \$22.19 | \$27.35 | \$49,727.60    |
| Engineer/Paramedic*                                       | FD1500 | \$16.23 | \$21.17 | \$26.10 | \$47,391.60    |
| Firefighter/Paramedic*                                    | FD1400 | \$15.45 | \$20.19 | \$24.92 | \$45,114.00    |
| Paramedic - FT*                                           | FD1300 | \$14.71 | \$19.24 | \$23.77 | Varies         |
| Paramedic - PT                                            |        |         |         |         |                |
| Engineer/Advanced Emergency Medical Technician (AEMT)*    | FD1200 | \$14.02 | \$18.36 | \$22.69 | \$40,938.40    |
| Engineer/Emergency Medical Technician (EMT)*              | FD1100 | \$13.35 | \$17.51 | \$21.66 | \$38,982.00    |
| Firefighter/Advanced Emergency Medical Technician (AEMT)* |        |         |         |         |                |
| Firefighter/Emergency Medical Technician (EMT)*           | FD1000 | 12.71   | 16.69   | 20.67   | \$37,113.20    |
| Firefighter/Emergency Medical Technician (EMT) - PT       |        |         |         |         |                |

| Police Department                |       |         |         |         |                |
|----------------------------------|-------|---------|---------|---------|----------------|
| Position                         | Range | MIN     | MID     | MAX     | Minimum Annual |
| Police Chief**                   | PD26  | \$35.33 | \$45.47 | \$55.61 | \$73,486.40    |
| Police Captain**                 | PD20  | \$26.36 | \$34.05 | \$41.75 | \$54,828.80    |
| Lieutenant Detective             | PD17  | \$22.76 | \$29.48 | \$36.20 | \$47,340.80    |
| Police Lieutenant                |       |         |         |         |                |
| Police Sergeant                  | PD15  | \$20.65 | \$26.79 | \$32.93 | \$42,952.00    |
| Sergeant Detective               |       |         |         |         |                |
| Master Police Officer (MPO)      | PD13  | \$18.73 | \$24.35 | \$29.97 | \$38,958.40    |
| Emergency Management Coordinator | PD12  | \$17.83 | \$23.21 | \$28.59 | Varies         |
| Police Officer                   |       |         |         |         | \$37,086.40    |
| Administrative Assistant         | PD8   | \$14.67 | \$19.19 | \$23.71 | \$30,513.60    |
| Public Service Officer (PSO)     |       |         |         |         |                |
| Records Specialist               |       |         |         |         |                |
| Clerk                            | PD1   | \$10.43 | \$13.79 | \$17.16 | \$21,694.40    |

| Public Services Department                     |       |         |         |         |                |
|------------------------------------------------|-------|---------|---------|---------|----------------|
| Position                                       | Range | MIN     | MID     | MAX     | Minimum Annual |
| Public Services Superintendent**               | PS26  | \$35.33 | \$45.47 | \$55.61 | \$73,486.40    |
| Director of Senior Services                    | PS13  | \$18.73 | \$24.35 | \$29.97 | \$38,958.40    |
| Parks & Facilities Supervisor                  |       |         |         |         |                |
| Sanitation Supervisor                          |       |         |         |         |                |
| Street & Stormwater Supervisor                 | PS11  | \$16.98 | \$22.13 | \$27.28 | \$35,318.40    |
| Parks & Facilities Lead                        |       |         |         |         |                |
| Street & Stormwater Maintenance Worker III     |       |         |         |         |                |
| Sexton                                         | PS10  | \$16.18 | \$21.10 | \$26.03 | \$33,654.40    |
| Sanitation Driver                              | PS9   | \$15.40 | \$20.12 | \$24.83 | \$32,032.00    |
| Street & Stormwater Maintenance Worker II      |       |         |         |         |                |
| Administrative Assistant                       | PS8   | \$14.67 | \$19.19 | \$23.71 | \$30,513.60    |
| Parks & Facilities Maintenance Worker          | PS7   | \$13.97 | \$18.30 | \$22.63 | \$29,057.60    |
| Street & Stormwater Maintenance Worker I       |       |         |         |         |                |
| Sanitation Collector                           | PS6   | \$13.31 | \$17.46 | \$21.61 | \$27,684.80    |
| Head Cook                                      | PS4   | \$12.07 | \$15.88 | \$19.69 | \$25,105.60    |
| Horticulturalist                               |       |         |         |         |                |
| Cook/Driver                                    | PS3   | \$11.49 | \$15.14 | \$18.80 | \$23,899.20    |
| Director of Northwest Community Center & Hogan |       |         |         |         |                |
| Temporary/Seasonal Grounds Maintenance Worker  | PS1   | \$10.43 | \$13.79 | \$17.16 | Varies         |
| Temporary/Seasonal Horticulturalist            |       |         |         |         |                |
| Burn Pit Attendant                             |       |         |         |         |                |

\*Positions working 2920 hours annually

\*\*Positions Salaried, Exempt



# City Commission Agenda Item

**Meeting Date:** October 18, 2022  
**From:** Larry Schwartz, City Attorney  
**Item:** Beer Garden at Ben Givens Center City Park during Arkalalah Festival.

**Purpose:** Consider first reading of 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 Ben Givens Center City Park during Arkalalah on October 26-29, 2022. **(Roll Call Vote)**

**Background:**

Bottle Service, a KS State Licensed Caterer, has requested the city commission allow it to sponsor a beer garden to sell and serve alcoholic liquor at a designated area of Ben Givens Center City Park during the Arkalalah Festival from 11 a.m. until midnight on Wednesday, October 26, 2022, through Saturday, October 29, 2022.

The event will support Arkalalah, and Bottle Service 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. The beer garden at Ben Givens Park has operated for several years now with no issues.

**Commission Options:**

1. Approve the Ordinance on first reading.
2. Disapprove the Ordinance.

**Fiscal Impact:**

Amount: Cost of publication.

Fund: Department: Expense Code:

☒ Included in budget ☐ Grant ☐ Bonds ☐ Other (explain)

**Attachments:**

**Approved for Agenda by:**

Randy Frazer, City Manager

**ORDINANCE NO. 2022-10**

**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 BEN GIVENS CENTER CITY PARK DURING ARKALALAH ON OCTOBER 26-29, 2022.**

**WHEREAS**, Bottle Service 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 during the Arkalalah Festival from 11 a.m. until midnight on Wednesday, October 26, 2022, through Saturday, October 29, 2022; and

**WHEREAS**, the event will support the Arkalalah Festival; and

**WHEREAS**, Bottle Service 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 Ben Givens Center City Park (101 N. Summit St.), and designated on the attached map (hereafter “the Premises”) from the provisions of K.S.A. 41-719(d), from 11 a.m. until midnight on Wednesday, October 27, 2021, through Saturday, October 30, 2021. The Governing Body of the City of Arkansas City, Kansas, hereby grants this exemption as it is a unique opportunity specifically tied to the Arkalalah Festival, a community celebration, 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 Bottle Service, a duly licensed caterer, to sell and serve alcoholic liquor by the drink for consumption on the Premises, subject to the following terms and conditions:

1. Bottle Service 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 Bottle Service 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. Bottle Service shall not allow a number of persons inside the Premises in excess of the occupancy load established by approved authorities, if applicable.



5. Bottle Service shall leave the Premises in a 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.

**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 18<sup>th</sup> day of October, 2022.

(Seal)

\_\_\_\_\_  
Kanyon Ginger, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

#### **CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Ordinance No. 2022-10-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on October 18, 2022, as the same appears of record in my office.

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

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



# City Commission Agenda Item

**Meeting Date:** October 18, 2022  
**From:** Randy Frazer, City Manager  
**Item:** Cowley County Animal Shelter

**Purpose:** Consider a Resolution authorizing the City of Arkansas City, Kansas, in conjunction with the City of Winfield, Kansas, and the Cowley County Humane Society to enter into an Interlocal Cooperation Agreement for the operation of the Cowley County Animal Shelter. **(Voice Vote)**

**Background:**

For many years, the cities of Arkansas City and Winfield have worked together with the Cowley County Humane Society for the operation of the animal shelter to temporarily house, care, and disperse unwanted or stray animals.

This renewal will allow the shelter to continue to operate in a safe, accessible, and humane manner consistent with the goals of the Society, the laws and regulations of the State of Kansas and the needs of Arkansas City and Winfield.

Each city will contribute \$35,000 annually (up from \$31,500 from previous contract period) and all three entities will contribute \$2,000 toward annual capital outlay projects.

**Commission Options:**

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

**Fiscal Impact:**

Amount: \$37,000 annually

Fund: **01-General** Department: **421-Police** Expense Code: **6224-Animal Control Expense**

☒ Included in budget ☐ Grant ☐ Bonds ☐ Other (explain)

**Approved for Agenda by:**

Randy Frazer, City Manager

**RESOLUTION NO. 2022-10-**

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY, KANSAS, IN CONJUNCTION WITH THE CITY OF WINFIELD, KANSAS, AND THE COWLEY COUNTY HUMANE SOCIETY TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT FOR THE OPERATION OF THE COWLEY COUNTY ANIMAL SHELTER.**

**WHEREAS**, the Interlocal Agreement Act (K.S.A. 12-2901 *et seq.*) authorizes any two or more political subdivisions to enter into agreement with one another, for the mutual benefit of the parties; and

**WHEREAS**, the Governing Body has determined that it is in the best interest of the public and the agencies it serves to renew the agreement.

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

**SECTION ONE:** That the Governing Body of the City of Arkansas City hereby authorizes the City to execute an Interlocal Cooperation Agreement with the City of Winfield and the Cowley County Humane Society for the operation of the Cowley County Animal Shelter; a copy of which is attached hereto and made a part hereof.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 18<sup>th</sup> day of October, 2022.

(Seal)

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-10-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on October 18, 2022, as the same appears of record in my office.

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

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

## **Interlocal Cooperation Agreement for the Operation of the Cowley County Animal Shelter**

This Interlocal Cooperation Agreement hereinafter referred to as the Agreement is made and entered into this 1<sup>st</sup> day of January, 2023 by and between **Cowley County Humane Society, Inc.**, a 501c3 not for profit corporation registered in Kansas hereinafter referred to as “**Society**” the **City of Arkansas City, Kansas**, a municipal corporation organized and existing under the laws of the State of Kansas and hereinafter referred to as “**Arkansas City**”, and the **City of Winfield**, a municipal corporation organized under the laws of the state of Kansas and hereinafter referred to as “**Winfield**”.

### **PURPOSE**

The purpose of this agreement is to provide for the continuity for the use of the Cowley County Humane Society to temporarily house, care and disperse unwanted or stray animals by the cities of Winfield and Arkansas City. The shelter previously constructed under the Interlocal Agreement dated March 20, 2002, will continue to be operated by the Society in a safe, accessible and humane manner consistent with the goals of the Society, the laws and regulations of the State of Kansas and the needs of Arkansas City and Winfield.

**NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE SOCIETY, ARKANSAS CITY, AND WINFIELD AS FOLLOWS:**

### **SECTION ONE**

#### **Cowley County Animal Shelter**

The animal shelter, which was constructed by the Society, will be operated under the lease with Strother Field. A copy of the lease agreement and a description of the property hereinafter referred to as “**Premises**”, is attached to this agreement as “**Exhibit A**”.

### **SECTION TWO**

#### **Ownership Interests**

Each City and the Society shall continue to have equal one-third (1/3) ownership interest in the shelter facility. Should the Society cease to exist for any reason, the Society agrees to donate its ownership interest in the facility to the two cities and each city shall upon such donation hold an equal ownership interest in the facility and leased interest in the premises for the continued operation of the humane shelter.

### **SECTION THREE**

#### **Operation of the Shelter, Operational Funding**

The operation of the shelter is the responsibility of and under the direction of the Society. The Society has retained staff, organized volunteers, and otherwise proceeded to have the facility intake, house and disperse animals in accord with generally recognized standards for such shelters and in accord with federal, state and local regulations. The Society will continue to have necessary procedures and protocols in place to allow use of the shelter by the staff of Arkansas City and Winfield in carrying out their duties for animal control within their respective jurisdictions. Such protocols shall provide for the convenient intake of animals picked up by the city staff and for housing them in conformance with regulations established by city code in the two cities.

The Society will undertake a regular program to educate persons in the county and those adopting animals to reduce the number of animals that are not properly cared for, and the number that are not spayed or neutered, to control the population of stray or unwanted offspring. Winfield will contribute \$35,000 annually and Arkansas City will contribute \$35,000 annually to the operations of the shelter. While the cities will provide for support for the operation of the shelter, it is expected that the Society will receive the majority of its financing from fees, donations and contributed volunteer labor. Should circumstances change that require changes in the formula for operational funding the parties to this agreement shall negotiate a mutually acceptable amendment to the agreement.

Additionally, the Society, Winfield and Arkansas City shall contribute \$2,000 annually for capital improvements. The capital improvements need not be approved by the cities; however, it should be defined as any repair or addition of equipment or fixtures that stay with the building. Payments to the Society shall be made quarterly in advance. Both Arkansas City and Winfield shall appoint one representative to the governing board of the Society. The purpose of such representation shall be to foster good communication between the parties and to provide for appropriate oversight of the cities' investment in the community facility and service.

### **SECTION FOUR**

#### **Annual Reports**

Upon request, the Society shall submit to Arkansas City and Winfield an annual report reviewing activities and performance of the Society and an Income and Expense Report. Such reports shall be filed in the principal offices of Arkansas City and Winfield no later than August 1<sup>st</sup> of the year following the close of the prior calendar year.

## **SECTION FIVE**

### **Term of Agreement, Termination**

This agreement shall operate from and after the date first above written until December 31, 2027. Any of the parties hereto may withdraw from this agreement by giving the other parties written notice. Any party so withdrawing from this agreement shall be obligated to pay its proportionate share as set forth in Section Two and Three for the twelve-month period following the date of notice of withdrawal from this agreement. Upon termination, all assets and liabilities of the Shelter will be identified and a settlement agreement shall be negotiated by all parties for continued operation or closure of the Shelter.

## **SECTION SIX**

### **Approval and Authorization**

The Society, Arkansas City and Winfield warrant and represent by execution of this agreement that this agreement has been approved by their governing bodies and by their legal counsel and that the execution, delivery and performance of this agreement has been authorized by resolution of the Society and by ordinance of the cities and that the agreement constitutes a legal, valid and binding obligation upon the Society, Arkansas City and Winfield in accordance with its terms.

## **SECTION SEVEN**

### **Notices**

Any notice, request, demand or other communication required by this agreement shall be in writing and shall be deemed duly given if personally delivered or mailed by certified or registered mail, return receipt requested, postage prepaid to the following recipients and address:  
Cowley County Human Society  
7648 222<sup>nd</sup> Rd.  
Winfield, KS 67156

City of Arkansas City  
Board of City Commissioners  
P.O. Box 778  
Arkansas City, KS 67005

City of Winfield  
Board of City Commissioners  
P.O. Box 646  
Winfield, KS 67156

## **SECTION EIGHT**

### **Amendments**

This agreement may be amended in any or all respects but only by express, written agreement of the parties thereto authorized by action of the governing bodies of each of the parties in the same manner as the original agreement was approved and in accordance with the requirements of the Kansas Interlocal Cooperation Act.

## **SECTION NINE**

### **Binding Effect**

This agreement shall be binding upon and the benefits inure to the parties hereto and their respective representatives, successors and assigns.

## **SECTION TEN**

### **Applicable Law**

This agreement shall be governed and construed in accordance with the laws of the State of Kansas.

## **SECTION ELEVEN**

### **Venue**

It is agreed by and between the parties that should any legal dispute arise concerning the validity and the effect of this agreement, or any breach of the agreement then the venue for such dispute shall be in the District Court of Cowley County, Kansas.

## **SECTION TWELVE**

### **Severance**

If any section, subsection, paragraph, sentence, clause, phrase of this agreement should be determined to be invalid for any reason whatsoever in a court of competent jurisdiction, such decision shall not affect the remaining provisions of the agreement, which shall remain in full force and effect and to this end the provisions of this agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the part or section declared invalid would be so declared.

## **SECTION THIRTEEN**

### **Effective Date**

This agreement shall take effect and be in force upon its execution by all parties hereto and upon approval by the Attorney General of the State of Kansas and upon filing of the agreement with the Register of Deeds of Cowley County and the Kansas Secretary of State.



CITY OF WINFIELD, KANSAS

\_\_\_\_\_

ATTEST

\_\_\_\_\_  
City Clerk

CITY OF ARKANSAS CITY, KANSAS

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
City Clerk

COWLEY COUNTY HUMANE SOCIETY

\_\_\_\_\_  
President

ATTEST

\_\_\_\_\_  
Secretary

The foregoing amendment to the Interlocal Cooperation Agreement for the creation and participation in the Cowley County Animal Shelter is hereby approved in accordance with K.S.A. 12-2901 *et. seq* on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Derek Schmidt, Attorney General  
State of Kansas

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**LEASE AGREEMENT**

THIS AGREEMENT OF LEASE, entered into effective this 20<sup>th</sup> day of 2,  
2002, by and between:

the **STROTHER FIELD AIRPORT/INDUSTRIAL PARK**,  
an interlocal governmental entity jointly owned and operated by the Cities of  
Arkansas City and Winfield, Kansas,

herein referred to as "**Landlord**", and,

the **CITIES OF ARKANSAS CITY, KANSAS AND WINFIELD, KANSAS**,  
municipal corporations of the State of Kansas to jointly hold, construct and  
operate a "**Humane Shelter**",

herein referred to as "**Tenant**".

**WITNESSETH:**

In consideration of the terms, conditions, and covenants hereinafter set  
forth, the parties agree as follows:

**(1) Demised Premises:**

(1-a) Landlord hereby leases and Tenant does hereby lease from  
Landlord a certain 5 acre tract of real estate east of US 77 and north of Cowley  
County 27 legally described in attached "**Exhibit A**" and hereinafter referred to  
as the "**Premises**" together with all and singular the appurtenances, rights,  
privileges, and easements in any wise pertaining thereto, together with right of  
access to any adjoining streets or alleys.

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**(2) Primary Term of Lease and Option for Extension:**

(2-a) The Primary term of this Lease shall be for ten (10) years, commencing on the 1st day of March, 2002, and terminating on the 28th day of February, 2012. The lease may be extended for additional lease periods of ten (10) years at the option of the Tenant by delivery of written notice to the Landlord within 30 days of the termination date of the lease.

**(3) Lease Payments:**

(3-a) Tenant shall pay unto Landlord an annual rental of ten dollars (\$10) on the 10<sup>th</sup> day of January of each year that this lease is in effect. Payment shall be made to:

Manager  
Strother Field Airport Industrial Park  
P.O. Box 747  
Winfield, Kansas 67156

or such other place as Landlord may from time to time designate by written notification unto Tenant.

**(4) Lease Extension, Rent Adjustment:**

(3-a) Should the Tenant exercise its option to extend this lease for an additional term as allowed in Section 2 above the Landlord may request an adjustment in the amount of the lease payment subject to the mutual written agreement of the parties.

**(5) Recording:**

(5-a) It is understood and agreed that this Lease may not be in recordable form but the parties hereto agree that they may execute a Memorandum of this Lease in recordable form.

**(6) Rights of Ingress or Egress To and From Premises:**

(6-a) Landlord hereby grants unto Tenant all rights to traverse existing roadways or roadways developed for access to or around the Premises or necessary to provide ingress and egress (including motorized vehicles) and entrances for utility services to and from the premises. Otherwise, Landlord shall not be required to furnish any services or facilities or make any repairs or alterations in or to the leased premises or improvements thereon, except as the parties may agree.

**(7) Ownership of Improvements:**

(7-a) All buildings, building equipment, or improvements erected upon the property under this lease herein during the primary term of this Lease Agreement shall remain the property of Tenant. Upon termination of this Lease Agreement or any extension or renewal thereof, all buildings, building equipment, or improvements now or hereafter erected thereon, unless removed by Tenant with Landlord's consent shall become the property of Landlord. Landlord specifically reserves the option to (1) accept title to any building or improvements

erected under this Lease; or (2) require the buildings and all improvements erected upon the property under this Lease to be removed and the property restored to its original condition prior to the entry of this Lease Agreement at the sole expense of the aforementioned cities as tenants.

(7-b) The real property upon which all buildings, building equipment, or improvements now or hereafter erected thereon during the primary term or any extension or renewal thereof of this Lease shall remain the property of Landlord.

**(8) Taxes and Utilities:**

During the term of this Lease Agreement or any extension thereof, Tenant shall:

(8-a) Pay and discharge as the same shall become due and payable all utility service billings or assessments directly attributable to its possession, use and occupancy of the demised premises.

(8-b) Pay and discharge such taxes, licenses, general or special assessments and all other charges as may now or hereafter be lawfully levied by appropriate governmental authorities upon the leased premises or the privilege of conducting business thereon or upon the building's fixtures, improvements, equipment, inventory or other property of Tenant. Tenant reserves the right by appropriate legal proceedings, and at Tenants' sole expense, to review or contest any taxes or assessments levied against it or to make application for separate assessment whenever the same shall be in furtherance of the purposes of this



Lease, or in accordance with the relative rights and liabilities of Landlord and Tenant.

**(9) Nondiscrimination Assurance:**

(9-a) The Tenant will not, on the grounds of race, sex, color, religion, age, national origin, veteran status or disability discriminate or permit discrimination against any person or group of persons in any manner. The Landlord reserves the right to take such action as the United States Government may direct to enforce this covenant.

**(10) Subletting:**

(10-a) Tenant shall not assign, sublet or otherwise encumber this Lease or its rights hereunder, without the prior, written consent of Landlord, which consent shall not be unreasonably withheld. The Landlord does hereby specifically acknowledge and consent to the Tenant's subleasing of the premises to the Cowley County Humane Society for purposes of constructing and operating an animal shelter in accordance with the terms and conditions of an interlocal agreement between the Society and the Tenants, a copy of which is attached to this lease agreement.

**(11) Signs:**

(11-a) Tenant shall not affix, attach, permit to be attached or affixed upon the premises any flags, placards or signs, without the expressed

written consent of the Landlord, which consent shall not be unreasonably withheld.

**(12) Liability and Indemnity:**

(12-a) Tenant covenants and agrees at all times during the term hereof at Tenant's expense, to maintain and keep in force, general public liability Insurance against claims for personal injury, death, or property damages, occurring in, on, or about the demised premises, to afford protection to the limit of not less than \$500,000.00, in respect to injury and/or death of any one person and to the limit of \$1,000,000.00 in respect to property damage. Tenant agrees to include the Landlord as an additional named insured and to deliver unto Landlord upon request, copies or certificates of Insurance policies and of renewals thereof from time to time during term of this Lease Agreement.

(12-b) Tenant further agrees as additional legal consideration afforded herein, to hold harmless, indemnify and defend Landlord from and against any claims, judgments, damages, penalties, fines, costs, liabilities or losses, including Attorney fees, consultant fees and expert fees resulting from contamination by hazardous or toxic substances, waste or pollutants or contaminants which may occur upon the demised premises directly or indirectly resulting from Tenant's activities and its occupancy upon the demised premises.

(12-c) Each party shall assume all risk and liability for damage to property or injury to persons occurring on or about the leased premises which is proximately caused or contributed to by negligent acts or omissions of such

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party, its officers, agents, servants, employees and contractors, and shall further protect, defend, indemnify and hold the other harmless from and against any and all losses, damages, claims, liabilities, penalties, costs or expenses arising therefrom.

**(13) Warranty as to Use of Property:**

(13-a) Landlord warrants and represents it is lawfully seized of the leased premises and has the right to lease the same subject only to restrictive covenants imposed therein by the United States of America, acting by and through the Administrator of Civil Aeronautics as set forth in its deed of release to the Cities of Winfield, Kansas and Arkansas City, Kansas, as dated March 9, 1956, recorded in Book 235, at Page 422, of the records of the Office of the Registrar of Deeds, Cowley County, Kansas, and regulations of the Federal Aviation Administration as contained in Section 77 of the FCR.

(13-b) Landlord hereby warrants and agrees to defend title to the leased premises and covenants that Tenant shall not be disturbed in the quiet enjoyment thereof by claims against Landlord or persons claiming by, through or under Landlord so long as Tenant is not in default.

(13-c) Landlord expressly disclaims any representation or warranty, expressed or implied, as to the adequacy or fitness of the leased premises for any particular purpose.

**(14) Right to Inspect:**

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(14-a) Landlord shall have the right to enter upon the leased premises during Tenant's regular business hours to examine the condition and use thereof, provided such right is exercised so as to not interfere with Tenant and the conduct of Tenant's businesses.

**(15) Governmental Authority:**

(15-a) Tenant agrees to observe and comply with all laws, regulations, rules, orders and ordinances pertaining to its possession, use and occupancy of the leased premises as now existing or hereinafter promulgated by Federal, State, County or Governmental authorities asserting requisite jurisdiction and to pay all costs, expenses, fines, penalties, and claims arising out of its non-compliance therewith.

(15-b) Should the leased premises or any part thereof be taken, appropriated, confiscated or condemned for any public or quasi-public use under statute or by right of eminent domain, then this Lease shall automatically terminate effective as of the date possession is transferred as to that part of the leased premises so taken, appropriated, confiscated or condemned. In the event of a partial condemnation, rent payable to Landlord hereunder shall be reduced in the proportion the condemned acreage bears to the entire leased premises. The parties shall prorate any award paid for the remaining term of the Lease except that portion of the award applicable and apportioned to Tenant's building and improvements located upon the demised premises shall be awarded unto Tenant.

**(16) Conditions of Default:**

(16-a) In the event either party shall:

A. Fail to perform according to the terms, conditions and covenants of this Agreement;

B. Falsely warrant or represent a material fact called for herein;

C. Become insolvent or bankrupt as evidenced by a Petition filed by or against that party under Federal Bankruptcy Laws, voluntarily or involuntarily, make an assignment for the benefit of its creditors or have all or a substantial part of its assets become the subject of receivership or liquidation;

then such party shall be in default.

(16-b) If either party shall remain in default for a continuous period of thirty (30) days following written notification from the other or does not proceed with reasonable diligence to cure a default not otherwise capable of redress within said thirty (30) day period, the party not in default may terminate this Lease and proceed by appropriate action to invoke any other remedies available at law or in equity.

Upon failure of tenant to cure default, Landlord shall be entitled to immediate possession of the leased premises and Tenant shall relinquish the same. The forbearance of or failure to invoke any remedy afforded by either party herein shall not preclude or prejudice the subsequent exercise of such remedy, nor shall such forbearance or failure operate as a defense to any subsequent claim of

BOOK 0917 PAGE 0614

breach or default.

(16-c) In the event Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any obligation hereunder due to causes beyond its reasonable control, performance thereof shall be excused for the period of such delay.

The provisions of this Lease and all right and obligation hereunder shall be governed by and construed in accordance with the laws of the State of Kansas. Any provision found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating any other part of this Agreement.

All terms, covenants and conditions herein contained or implied by law shall run with the land and shall be binding upon the parties hereto, their successors, agents, representatives and assigns.

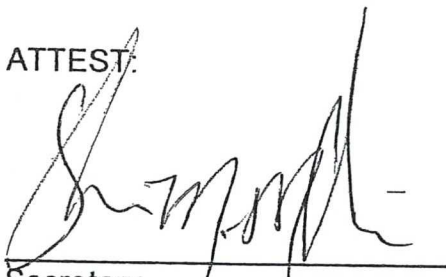

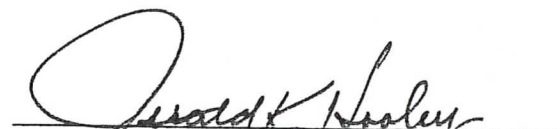
BOOK 0917 PAGE 0614

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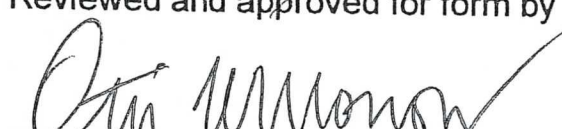
IN WITNESS WHEREOF, the parties have set their hands the day and year first above appearing.

**THE STROTHER FIELD AIRPORT/INDUSTRIAL  
PARK** Cowley County, Kansas

ATTEST:

  
Secretary  
By: Chairman  
ARKANSAS CITY MAYOR  
ATTEST CITY CLERK

Reviewed and approved for form by

  
Arkansas City Attorney  
ATTEST CITY CLERK

Reviewed and approved for form by

  
Winfield City Attorney  
WINFIELD MAYOR

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# SMITH & OAKES

## ENGINEERS / SURVEYORS, P.A.

P.O. Box 696 / 107 North Summit / Arkansas City, KS 67005  
(620) 442-4756 (Voice/Fax) / E-Mail: info@smithandoakes.com

# PLAT OF SURVEY

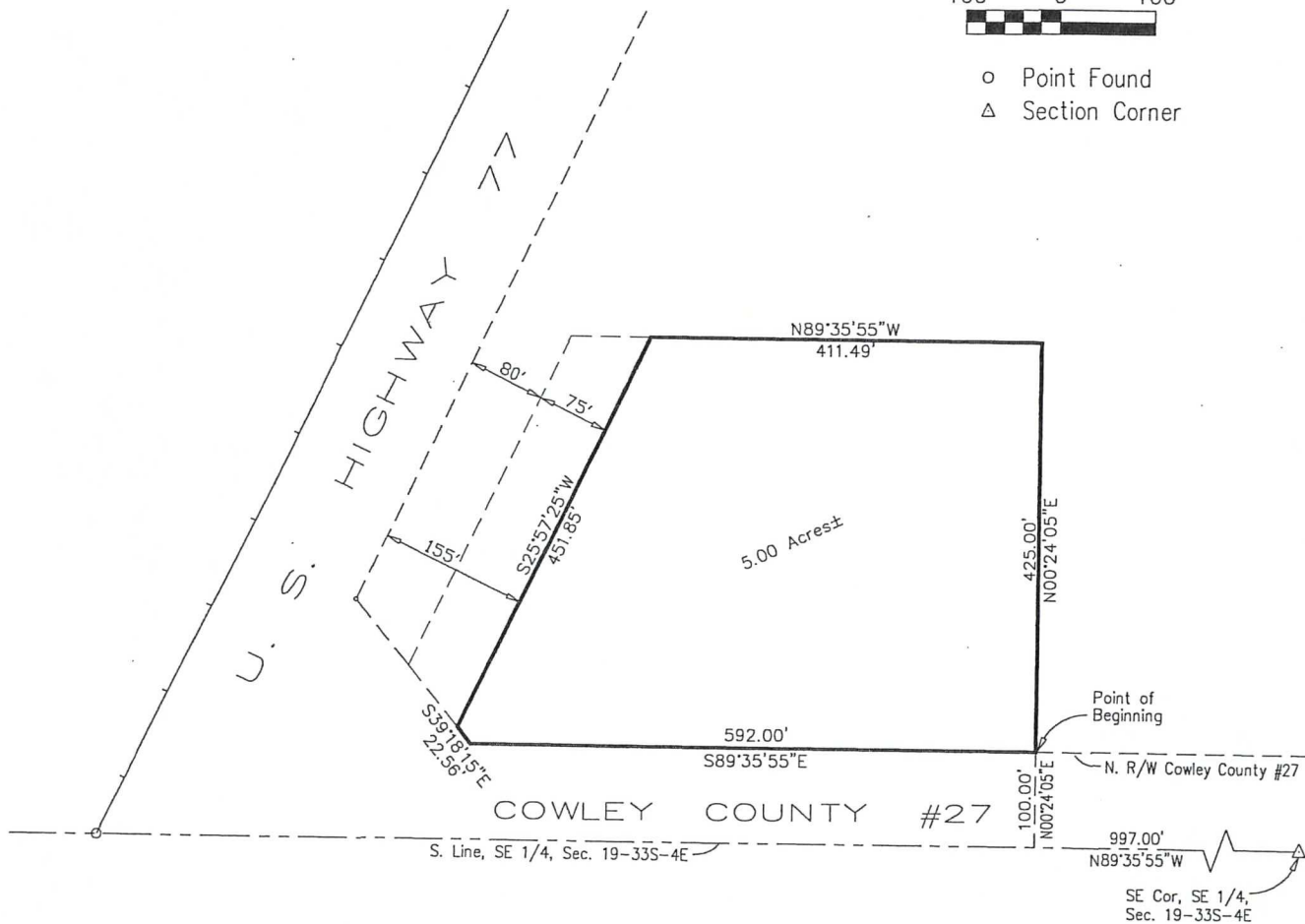
CLIENT: City of Arkansas City ADDRESS: P.O. Box 778, Arkansas City, KS 67005

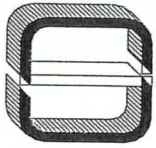
TYPE OF SURVEY: Boundary Survey - (Legal Description Only - No Corners Set)

DESCRIPTION: See Attached Sheet



- Point Found
- △ Section Corner



**SMITH & OAKES**  
**ENGINEERS / SURVEYORS, P.A.**

P.O. Box 696 / 107 North Summit / Arkansas City, KS 67005  
(620) 442-4756 (Voice/Fax) / E-Mail: info@smithandoakes.com

*Al J. Oakes, P.E., L.S.*  
*President*

*April 1, 2002*

**DESCRIPTION:**

A tract of land situated in the Southeast Quarter of Section 19, Township 33 South, Range 4 East of the 6<sup>th</sup> Principal Meridian; being more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 19, Township 33 South, Range 4 East of the 6<sup>th</sup> Principal Meridian; thence North 89 degrees, 35 minutes, 55 seconds West (on an assumed bearing) along the South Line of said Southeast Quarter a distance of 997.00 feet to a point; thence North 00 degrees, 24 minutes, 05 seconds East a distance of 100.00 feet to a point on the North Right-of-Way of Cowley County #27, and the Point of Beginning of the herein described tract of land; thence continuing North 00 degrees, 24 minutes, 05 seconds East a distance of 425.00 feet to a point; thence North 89 degrees, 35 minutes, 55 seconds West a distance of 411.49 feet to a point; thence South 25 degrees, 57 minutes, 25 seconds West, being parallel and 155.00 normally distant to the East U.S. Highway 77 Right-of-Way a distance of 451.85 feet to a point; thence South 39 degrees, 18 minutes, 15 seconds East a distance of 22.56 feet to a point on the North Right-of-Way of Cowley County #27; thence South 89 degrees, 35 minutes, 55 seconds East along said North Right-of-Way a distance of 592.00 feet to the Point of Beginning; containing 5.00 acre(s), more or less.



# City Commission Agenda Item

**Meeting Date:** October 18, 2022  
**From:** Randy Frazer, City Manager  
**Item:** DEX Water Conservation Systems Proposal

**Purpose:** Consider a Resolution approving a proposal submitted by DEX Water Conservation Systems, Arkansas City, to purchase their patented water conserving product, for an amount not to exceed \$9,879.00. **(Voice Vote)**

**Background:**

The DEX Water Conservation System is designed to recirculate potable water at a dead-end pipe to keep the chlorine residuals at the proper levels. In areas we have trouble with chlorine residuals levels now we have been opening fire hydrants to allow water to flow in that area and bring the chlorine levels to the proper amount, this system is designed to circulate the water, so we don't have to release water from the system.

The proposal for the system \$9,879.00 with city crew doing the installation work. This will not be the total cost as we will have additional costs for electrical service, materials and metering.

**Commission Options:**

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

**Fiscal Impact:**

Amount: \$9,879.00 plus additional costs for electrical, materials, and metering.

Fund: **16-Water** Department: **653-Distribution** Expense Code: **6214-Other Professional Services**

☐ Included in budget ☐ Grant ☐ Bonds ☒ Other (explain) Not Included in budget

**Approved for Agenda by:**

Randy Frazer, City Manager

**RESOLUTION NO. 2022-10-**

**A RESOLUTION APPROVING A PROPOSAL SUBMITTED BY DEX WATER CONSERVATION SYSTEMS, ARKANSAS CITY, TO PURCHASE THEIR PATENTED WATER CONSERVING PRODUCT, FOR AN AMOUNT NOT TO EXCEED \$9,879.00.**

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

**SECTION ONE:** That the Governing Body of the City of Arkansas City hereby authorizes the City to approve a proposal submitted by DEX Water Conservation Systems, Arkansas City, to purchase their patented water conserving product, for an amount not to exceed \$9,879.00.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 18<sup>th</sup> day of October, 2022.

(Seal)

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-10-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on October 18, 2022, as the same appears of record in my office.

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

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





## Water Conservation Systems

Arkansas City, KS.

---

**Date:** 10/12/2022

**Re:** City of Ark City – Municipal Water “DEX System” (Dead End Chlorine Stabilizer).

Thank you for your interest in purchasing our patented water conserving product. Our price includes the following clarifications, exclusions, and stipulations with the purchase of our DEX System.

**Clarifications: Price includes the following.**

1. Complete circulation system to be installed by the purchaser.
2. Shipping FOB destination.
3. Manufacturer provided installation and startup assistance.
4. Inspection and commissioning report.
5. 2-Year warranty.
6. Our price includes the following material and equipment.
  - Pump Vessel Assemblage
  - Digital Automated Control Panel and Enclosure
  - Pump Failure Indicator Light.
  - Solar Array and Stainton
  - Battery Bank and Enclosure
  - Control Wires and Conduit
  - 8” Insert Sleeve, 8” Saddle & ¾” Corp Stop and 8” Full Circle Clamp
  - Water Collection ports.

**Exclusions: Item listed are not included.**

1. Any labor, material, and equipment required for onsite installation.
2. Electrical power hard wiring.
3. Underground enclosure for pump vessel assemblage.
4. Insertion tube and discharge piping.
5. Flow Meter.
6. Product offloading and cartage.

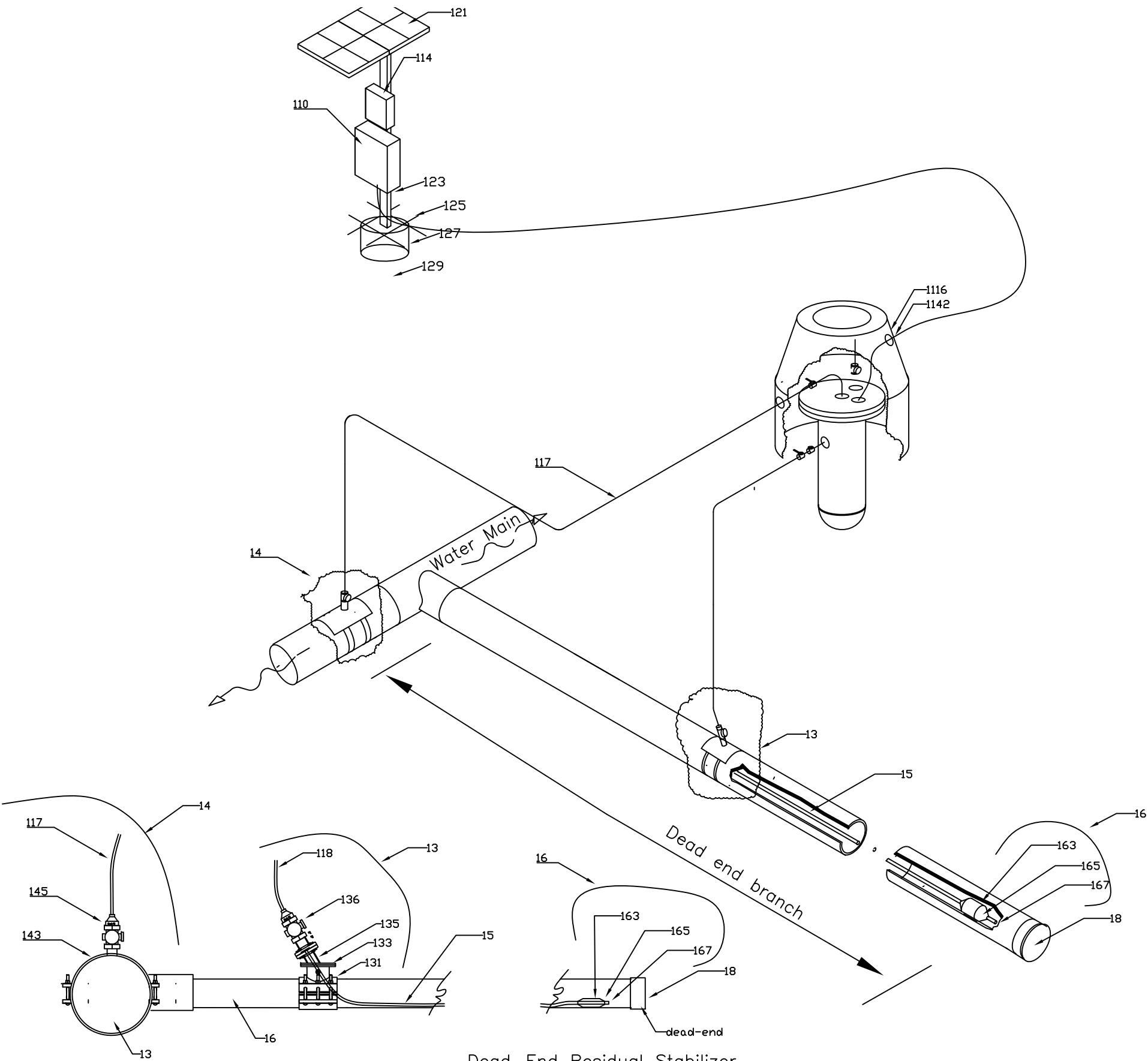
**Stipulations:**

1. Production will begin upon receiving a signed purchase agreement.
2. Purchase agreement will include estimated delivery dates and warranty information.
3. Startup assistance includes 2-8hr onsite consultations.
4. Site location for installation to be coordinated with the manufacturer.

**Price - \$9,879.00** (Nine Thousand Eight Hundred Seventy-Nine Dollars)

**Tax not included**

Thank You



Dead-End Residual Stabilizer



# City Commission Agenda Item

**Meeting Date:** October 18, 2022  
**From:** Randy Frazer, City Manager  
**Item:** Letter of Support to Twin Rivers Developmental Services

**Purpose:** Authorize a Letter of Support from City Commissioners to Twin Rivers Developmental Supports, Inc. to request Kansas Department of Transportation operating funds for fiscal year 2024.  
**(Voice Vote)**

**Background:**

Twin Rivers Developmental Supports, Inc. would like support and approval from the city commissioners for their application in applying for Kansas Department of Transportation operating funds for FY 2024. If their application is approved by KDOT, funds received will assist in providing general public transportation for our community.

**Commission Options:**

1. Approve the letter of support
2. Disapprove the letter of support
3. Table the letter of support for further consideration

**Fiscal Impact:**

Amount:

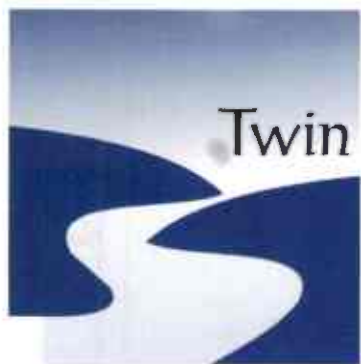
Fund: Department: Expense Code:

☐ Included in budget ☐ Grant ☐ Bonds ☐ Other (explain)

**Attachments:**

**Approved for Agenda by:**

Randy Frazer, City Manager



# Twin Rivers Developmental Supports, Inc.

P.O. Box 133  
Strother Field - 22179 D Street  
Arkansas City, KS 67005

October 4, 2022

Arkansas City Commissioners  
Arkansas City Clerk's Office  
118 West Central  
Arkansas City, KS 67005

Twin Rivers Developmental Supports, Inc. is applying for Kansas Department of Transportation operating funds for FY 2024

The application, for non-urbanized areas without public transportation, requests a letter of support from local government organizations.

If our application is approved by KDOT, we will receive partial transportation funding. These funds will assist us in providing general public transportation for our community.

We are requesting a letter of support from the Arkansas City Commissioners.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lara McGrew', is written over a circular embossed seal.

Lara McGrew  
Chief Executive Officer



## CITY OF ARKANSAS CITY, KANSAS

To whom It May Concern,

Please accept this letter of support for Twin Rivers Development Supports, Inc. as it seeks to obtain Kansas Department of Transportation operating funds for SFY 2024.

The City of Arkansas City and the City Commission of Arkansas City wholeheartedly support Twin Rivers' efforts to bring more public transportation services to the citizens of Arkansas City and the community as a whole.

Transportation has been identified as a need in the community. With these funds from KDOT, Twin Rivers Development Supports can continue to provide general public transportation to serve the elderly, the disadvantaged and anyone else in need of a ride.

We urge you to strongly consider awarding the requested funds to Twin Rivers Developmental Supports, Inc. to provide general public transportation for Arkansas City.

Respectfully,

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Kanyon Gingher  
Mayor

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Diana Spielman  
Vice Mayor

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Jay Warren  
Commissioner

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Scott Rogers  
Commissioner

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Charles Jennings  
Commissioner

City Hall / 118 W. Central Avenue / Arkansas City, Kansas / 67005-0778  
(620) 441-4414 / Fax (620) 441-4426 / [rfrazer@arkansascityks.gov](mailto:rfrazer@arkansascityks.gov)  
[www.arkansascityks.gov](http://www.arkansascityks.gov)

*"The City of Arkansas City strives to provide a high quality of life for its citizens by furnishing a variety of efficient services in a professional, courteous manner."*



**CITY OF ARKANSAS CITY, KANSAS**  
**FINANCIAL SUMMARY**  
 Year-To-Date September 30, 2022

| Fund                                     | Cash Summary                          |                                                   |                         |                         |                                 |                                      | Budget Summary          |               |                                                  |                         |
|------------------------------------------|---------------------------------------|---------------------------------------------------|-------------------------|-------------------------|---------------------------------|--------------------------------------|-------------------------|---------------|--------------------------------------------------|-------------------------|
|                                          | 1/1/2022<br>Beginning Cash<br>Balance | Prior Year<br>Encumbrances/<br>Adujusting Entries | Receipts                | Disbursements           | Change in<br>Assets/Liabilities | 09/30/2022<br>Ending Cash<br>Balance | Budget                  | Encumbrances  | Budget<br>Variance<br>Favorable<br>(Unfavorable) | %<br>Remaining<br>(25%) |
| 01 - GENERAL FUND                        | \$ 2,379,778.27                       | \$ 381,824.09                                     | \$ 8,500,720.78         | \$ 7,489,055.92         | \$ (305,999.34)                 | \$ 2,703,619.70                      | \$ 11,711,410           | \$ 19,640.39  | \$ 4,202,714                                     | 36%                     |
| 15 - STORMWATER FUND                     | \$ 379,687.66                         | \$ -                                              | \$ 153,562.82           | \$ 142,815.89           | \$ (14,022.27)                  | \$ 376,412.32                        | \$ 342,577              | \$ -          | \$ 199,761                                       | 58%                     |
| 16 - WATER FUND                          | \$ 3,575,885.72                       | \$ 449,230.86                                     | \$ 4,127,524.36         | \$ 3,076,974.29         | \$ (673,769.55)                 | \$ 3,503,435.38                      | \$ 4,221,530            | \$ 248,125.59 | \$ 896,430                                       | 21%                     |
| 18 - SEWER FUND                          | \$ 4,775,741.79                       | \$ 898,119.73                                     | \$ 6,306,921.63         | \$ 4,458,593.71         | \$ 42,455.95                    | \$ 5,768,405.93                      | \$ 15,112,810           | \$ 505,438.41 | \$ 10,148,778                                    | 67%                     |
| 19 - SANITATION FUND                     | \$ 1,501,256.38                       | \$ -                                              | \$ 1,231,972.41         | \$ 1,023,737.60         | \$ (134,750.51)                 | \$ 1,574,740.68                      | \$ 1,620,877            | \$ -          | \$ 597,139                                       | 37%                     |
| 20 - SPECIAL RECREATION FUND             | \$ 35,912.64                          | \$ -                                              | \$ 11,081.94            | \$ 8,173.08             | \$ -                            | \$ 38,821.50                         | \$ 42,214               | \$ -          | \$ 34,041                                        | 81%                     |
| 21 - SPECIAL STREET FUND                 | \$ 905,451.09                         | \$ 119,613.02                                     | \$ 764,044.93           | \$ 1,101,088.70         | \$ (4,436.94)                   | \$ 444,357.36                        | \$ 1,991,000            | \$ -          | \$ 889,911                                       | 45%                     |
| 23 - TOURISM/CONVENTION FUND             | \$ 36,407.70                          | \$ -                                              | \$ 110,516.81           | \$ 98,702.23            | \$ -                            | \$ 48,222.28                         | \$ 154,135              | \$ -          | \$ 55,433                                        | 36%                     |
| 26 - SPECIAL ALCOHOL FUND                | \$ 96,955.92                          | \$ -                                              | \$ 12,406.94            | \$ 24,298.48            | \$ (2,731.38)                   | \$ 82,333.00                         | \$ 111,282              | \$ -          | \$ 86,984                                        | 78%                     |
| 27 - PUBLIC LIBRARY FUND                 | \$ -                                  | \$ -                                              | \$ 383,797.51           | \$ 383,797.51           | \$ 28,539.87                    | \$ 28,539.87                         | \$ 401,700              | \$ -          | \$ 17,902                                        | 4%                      |
| 29 - SPECIAL LAW ENF TRUST FUND          | \$ 3,540.14                           | \$ -                                              | \$ -                    | \$ -                    | \$ -                            | \$ 3,540.14                          | Not a Budgeted Fund     |               |                                                  |                         |
| 31 - LAND BANK FUND                      | \$ 8,786.30                           | \$ -                                              | \$ -                    | \$ 1,075.40             | \$ -                            | \$ 7,710.90                          | \$ 4,486                | \$ -          | \$ 3,411                                         | 76%                     |
| 32 - MUNICIPALITIES FIGHT ADDICTION FUND | \$ -                                  | \$ -                                              | \$ 2,852.63             | \$ -                    | \$ -                            | \$ 2,852.63                          | \$ -                    | \$ -          | \$ -                                             |                         |
| 43 - BOND & INTEREST FUND                | \$ 113,107.52                         | \$ -                                              | \$ 6,501,004.65         | \$ 6,520,925.00         | \$ -                            | \$ 93,187.17                         | \$ 2,166,025            | \$ -          | \$ (4,354,900)                                   | -201%                   |
| 44 - HEALTHCARE SALES TAX FUND           | \$ -                                  | \$ -                                              | \$ 1,592,630.07         | \$ 1,383,685.08         | \$ -                            | \$ 208,944.99                        | \$ 1,939,000            | \$ -          | \$ 555,315                                       | 29%                     |
| 45 - UNPLEDGED HEALTHCARE SALES TAX FUND | \$ 211,885.12                         | \$ -                                              | \$ 221,276.02           | \$ 237,000.00           | \$ -                            | \$ 196,161.14                        | \$ 336,520              | \$ -          | \$ 99,520                                        | 30%                     |
| 53 - MUNICIPAL COURT FUND                | \$ 13,979.42                          | \$ -                                              | \$ -                    | \$ -                    | \$ 16,191.47                    | \$ 30,170.89                         | Not a Budgeted Fund     |               |                                                  |                         |
| 54 - EQUIPMENT RESERVE FUND              | \$ 200,946.02                         | \$ -                                              | \$ -                    | \$ 16,200.00            | \$ -                            | \$ 184,746.02                        | Not a Budgeted Fund     |               |                                                  |                         |
| 57 - CID SALES TAX FUND                  | \$ -                                  | \$ -                                              | \$ 51,915.06            | \$ 51,915.06            | \$ -                            | \$ -                                 | \$ 65,000               | \$ -          | \$ 13,085                                        | 20%                     |
| 68 - CAPITAL IMPROVEMENT FUND            | \$ 1,825,474.55                       | \$ -                                              | \$ 4,463,300.65         | \$ 3,069,266.38         | \$ (45,922.01)                  | \$ 3,173,586.81                      | Not a Budgeted Fund     |               |                                                  |                         |
| <b>TOTALS</b>                            | <b>\$ 16,064,796.24</b>               | <b>\$ 1,848,787.70</b>                            | <b>\$ 34,435,529.21</b> | <b>\$ 29,087,304.33</b> | <b>\$ (1,094,444.71)</b>        | <b>\$ 18,469,788.71</b>              | <b>\$ 40,220,566.00</b> |               |                                                  |                         |

## INDEBTEDNESS:

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

Note: Information is Unaudited