



# City Commission Meeting

March 19, 2024 at 5:30 PM

118 W Central Ave, Arkansas City, KS

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Please join our meeting <https://global.gotomeeting.com/join/860075301>  
Or dial in using your phone: United States: +1 (872) 240-3212 Access Code: 860 075 301

## I. Routine Business

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

## II. Recognition of Visitors/Staff

1. Presentation of the Medal of Valor Award to Lt. Det. Jason Legleiter.

## 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 the March 5, 2024, regular meeting minutes as written.

## IV. New Business

### City Manager Department

1. A Resolution authorizing the City of Arkansas City to enter into an agreement with Aging Projects Inc. (API), for provision of nutritional services at the Senior Citizens Center, term effective October 1, 2023 to September 30, 2024. **(Voice Vote)**

### Fire/EMS Department

1. A Resolution authorizing the City of Arkansas City to purchase two (2) Zoll X Series Advanced Cardiac Monitor/Defibrillators from ZOLL Medical Corporation of Chelmsford, MA, for an amount not to exceed \$95,000.00. **(Voice Vote)**
2. A Resolution authorizing the City of Arkansas City to purchase new bunker gear to fit new hires from Delta Fire & Safety, for an amount not to exceed \$47,951.08. **(Voice Vote)**

## V. Items for Discussion by City Commissioners

## VI. 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.*

## VII. City Manager Updates & Reports

## **VIII. Financial Summary**

- [1.](#) February 2024 Financial Summary

## **IX. Adjournment**



# City Commission Agenda Item

**Meeting Date:** March 19, 2024  
**From:** Jim Holloway, Chief of Police  
**Item:** Medal of Valor Award

**Purpose:** Presentation of the Medal of Valor Award to Lt. Det. Jason Legleiter.

**Background:**

The Medal of Valor is the highest recognition of achievement presented by the Arkansas City Police Department. It is awarded to department employees who distinguish themselves with extraordinary acts of bravery or heroism above and beyond than normally expected in the line of duty.

(A summary of Lt. Det. Legleiter’s actions on April 22<sup>nd</sup>, 2023 that led to him receiving this award will be read during the presentation)

**Commission Options:**

**Fiscal Impact:**

Amount: 0.00

Fund: Department: Expense Code:

Included in budget       Grant       Bonds       Other Not Budgeted

**Approved for Agenda by:**

Randy Frazer, City Manager



# City Commission Agenda Item

**Meeting Date:** March 19, 2024  
**From:** Tiffany Parsons, City Clerk  
**Item:** Approve the March 5, 2024, Regular Meeting Minutes

**Purpose:** Approve the March 5, 2024, 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 read "Randy Frazer", written over a horizontal line.

Randy Frazer, City Manager



Tuesday, March 5, 2024  
Regular Meeting Minutes  
118 W Central Ave, Arkansas City, KS

**Routine Business**

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

**PRESENT**

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

**Also present from staff:** City Attorney Larry Schwartz, City Manager Randy Frazer, City Clerk Tiffany Parsons, Communications Director Shana Adkisson, Environmental Services Director Rod Philo, Assistant Environmental Services Superintendent Kyle Blubaugh, Master Police Officers Cori Tuxhorn, Madison Pickett and Michael Yzquierdo, Police Chief Jim Holloway, Police Captain Anthony Rider, Police Detective Lieutenant Jason Legleiter, Police Lieutenants Nelson Douglas and Travis Stroud, Police Sergeant Detective Kelsey Horinek, Police Sergeant Matt Mayo, Police Officers Adam Utt, Dylan Hettenbach, Jeffery Wilson, Otey Spires, Patrick Shook, Shannese Herrick and Shawntele Crownover, Public Service Officer Eric Gross, Principal Planner Josh White, and Public Services Superintendent Tony Tapia.

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

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

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

**Awards and Proclamations**

1. The City of Arkansas City is an Award of Excellence recipient for the 2021 Wastewater Treatment Plant Improvement Project, presented by The Associated General Contractors of America, Inc.

City Manager Frazer rendered the award, congratulating the wastewater treatment facility staff. Environmental Services Director Rod Philo and Assistant Environmental Services Superintendent Kyle Blubaugh were present during the meeting to accept. This two-year project was selected as overall runner-up by The Associated General Contractors of America, Inc. City Manager Frazer along with Mayor Warren accepted the award during the Associated Contractors of Kansas State Building Awards luncheon on Friday, February 23, 2024.

**Recognition of Visitors/Staff**

1. Appoint and swear in new Police Chief, Jim Holloway.

City Manager Frazer delightfully announced the appointment of Jim Holloway as Chief of Police for the Arkansas City Police Department, effective February 24, 2024. Jim, who has dedicated 32 years of exemplary service to the ACPD, recently served as Captain before assuming the role of Interim Police Chief in January 2024. Chief Holloway brings a wealth of experience and expertise to his new position having served under six ACPD Chiefs, including Bill Rice, Oren Skiles, Dan Givens, Sean Wallace, Dan Ward, and Eric Burr.

City Clerk Parsons officially swore in Holloway as Police Chief. Chief Holloway’s wife, Teresa of 32 years, pinned his new collar brass to his uniform with honor.

**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 VI: New Business.

1. Approve the February 20, 2024, regular meeting minutes as written.
2. Ratify Mayor Jay Warren’s appointment of Misty Birdwell and Teresa Wedman to the Northwest Community Center Advisory Board.
3. A Resolution authorizing a public meeting of the Governing Body to attend a Public Building Commission meeting at 5:00 p.m. Tuesday, April 2, 2024, in the Commission Room at City Hall, located at 118 W. Central Ave. in Arkansas City.

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

*Voice Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Stover, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Resolution 2024-03-3602**.*

**New Business**

City Clerk Parsons offered the following items for consideration:

**City Manager Department**

1. An Ordinance annexing, incorporating within, and adding territory to the City of Arkansas City, Cowley County, Kansas, a municipal corporation in conformity with the provisions of K.S.A § 12-520c and all acts amendatory thereof or supplemental thereto, at a location commonly known as 28379 81st Rd., Arkansas City, KS.

Principal Planner White prompted that the 5-acre tract on 81<sup>st</sup> road, owned by Etzanoa Conservancy, who filed a petition with the city to annex the property into the city limits was adopted on January 16, 2023 by Resolution 2024-01-3593. This approved request prompted the city to file said resolution with the Board of County Commissioners of Cowley County, to make the determination the annexation of land at 28379 81<sup>st</sup> Road will not prevent growth or hinder the development of the area. This request succeeds the proposal submitted to the County Commission who on February 6, 2024, passed Resolution No. 24-04 authorizing the city to continue with the annexation process.

*Motion made by Commissioner Beeson, jointly Seconded by Commissioner Stover and Commissioner Tweedy to approve the item as written.*

*Roll Call Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Stover, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Ordinance No. 2024-03-4604**.*

2. An Ordinance authorizing the rezoning of 28379 81st Road, from “R-1” (Low Density Residential District) to “R-3” (High Density Residential District).

Principal Planner White explained that when a property is annexed, it automatically comes in as an R-1 classification, so for this reason the known use would need to be changed for encompass this facility.

*Motion made by Commission Stover, Seconded by Commissioner Spielman to accept an Ordinance authorizing the rezoning of 28379 81st Road, from “R-1” (Low Density Residential District) to “R-3” (High Density Residential District).*

*Roll Call Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Stover, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Ordinance No. 2024-03-4605.***

3. An Ordinance granting a conditional use permit to allow a non-profit institution of an educational nature in an R-3, High Density Residential District, located at 28379 81st Road requested by the Etzanoa Conservancy, in the City of Arkansas City, Kansas.

This item requires a condition use permit to be applied due to the zoning. Principial Planning White explained the following included conditions: 1.) Traffic shall not be permitted to travel north of the site on 81<sup>st</sup> Road; 2.) All parking shall be onsite.

*Motion made by Commission Beeson, Seconded by Commissioner Stover to accept an Ordinance granting a conditional use permit to allow a non-profit institution of an educational nature in an R-3, High Density Residential District, located at 28379 81st Road requested by the Etzanoa Conservancy, in the City of Arkansas City, Kansas.*

*Roll Call Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Stover, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Ordinance No. 2024-03-4606.***

4. A Resolution authorizing the City of Arkansas City to cover a portion of the roof replacement costs to the City owned building located at 115 E. Radio Ln., currently occupied by the City-Cowley County Health Department, for an amount not to exceed \$13,631.67.

Randy spoke the city owned building having a lease agreement with the City-Cowley County Health Department, where the health department is responsible for building repairs but they only have \$20,000.00 budgeted. City staff would like to pick up the \$13,000.00 difference which covers code related item.

*Motion made by Commissioner Beeson, jointly Seconded by Commissioner Stover and Commissioner Tweedy to approve the item as written.*

*Voice Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Stover, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Resolution No. 2024-03-3603.***

5. Hear from Walnut Valley Disc Golf Association Representative Arty Hicks on ideas for a course expansion at Knebler Pond.

Hicks spoke of needing to re-do the adoption contract for another two years, as the group did in 2021 and expanding the course by another 18 baskets on the northeast side of the course to make it even more challenging and attract more disc golfers. The group has self-funded all improvements with donations to the course so far. The current Public Land Adoption Agreement adopted by Resolution 2022-04-3470 is set to expire April 5, 2024. Staff will work on developing an updated contract with the added improvements for expansion.

1. A Resolution authorizing the City of Arkansas City to accept a bid from Wichita Tractor Company, to purchase a 2024 Kubota utility vehicle, for an amount not to exceed, \$20,897.00.

Public Services Superintendent Tapia revealed that this new 2024 Kubota UTV will replace the current 2012 John Deere Gator with a trade in cost of \$1,800.00. Staff recommends the 2024 Kubota UTV Model No. RTV-X1100CWL-H due to it meeting all the specs including having a hydraulic dump bed and it will be utilized to spray chemicals, provide snow removal, and service levee walking path trash routes and signage. This purchase will be split between two budgets.

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

*Voice Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Stover, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Resolution No. 2024-03-3604.***

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

City resident Jeff Judd of 1112 N. 3<sup>rd</sup>, inquired about how to get funding for the Docking Gardens at Wilson Park. He will partner with City Manager Frazer later in the week for information.

County resident Russell Graves of 6916 306<sup>th</sup> Ln. extended an invitation to the commission and community leaders to attend a fentanyl forum at Rivers Eagle Bar and Grill.

### **City Manager Updates & Reminders**

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

1. Staff is to meet with PEC on February 28<sup>th</sup> to:
  - Go over the CCLIP application
  - Review of CIP and possible funding sources
  - Explore more funding opportunities for Safe Streets program
  - Discuss the Passenger Rail Station assessment to make sure it meets ADA standards
  - Consider a street condition assessment
2. Walking Trail Update – Staff to meet with Local Road Engineer Matt Gramh with KDOT and Project Designer/Surveyor Chris Meinen with Smith and Oaks on February 29<sup>th</sup> to work out final plan so the project can go out for bids.
3. Meet with Winfield City Manager and Cowley County administrator to discuss ambulance and fire district funding. The last three years the city wasn't full funded as it should be.
4. City Attorney Schwartz and City Manager Frazer will meet with Foulston Siefkin and other participating cities on March 13<sup>th</sup> to discuss the Evergy street light rate case results.
5. Affordable Equity Partners have been invited to submit a full application to KHRC due May 10<sup>th</sup>.
6. Alfredo Sampayo and Partners did not receive tax credits but are moving forward with Sleeth Project, still waiting on Brownfield phase 1.
7. City Manger Frazer and Municipal Project Manager Rizzio met with the Cowley County Clerk about possible election date for a half-cent sales tax to work on the street improvement projects.



**Adjournment**

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

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

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

(Seal)

\_\_\_\_\_  
Jay Warren, Mayor

**ATTEST:**

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

**Prepared by:**

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



# City Commission Agenda Item

**Meeting Date:** March 19, 2024  
**From:** Randy Frazer, City Manager  
**Item:** Aging Projects Inc. (API) Agreement

**Purpose:** A Resolution authorizing the City of Arkansas City to enter into an agreement with Aging Projects Inc. (API), for provision of nutritional services at the Senior Citizens Center, term effective October 1, 2023 to September 30, 2024. **(Voice Vote)**

**Background:**

API is a not-for-profit corporation operating under a contract with the South-Central Kansas Area Agency on Aging (SCKAAA) to provide nutrition services, including congregate meals services, home delivered meal services, and nutritional information to senior residents over a ten-county area in South Central Kansas.

API shall reimburse the City monthly for payroll, Medicare, and FICA in accord with a budget mutually agreed upon by API in the SCKAAA contact as listed in Schedule 1. This agreement has been modified back to an annual renewal of the agreement with API effective October 1, 2023 to September 30, 2024. Previously, on September 15, 2015 via Resolution 2015-09-2991, the agreement had been modified only to add provisions for automatic yearly renewals.

Normally API facility agreements are sent by Oct. 1<sup>st</sup> every year. API has gone through recent turnover in staff causing these facility agreements to not get completed. For this reason, API would like to bring the agreement back to an annual basis.

**Commission Options:**

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

**Fiscal Impact:**

Amount:

Fund: Department: Expense Code:

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** API Agreement & Schedule 1 as referenced

**Approved for Agenda by:**

Randy Frazer, City Manager

RESOLUTION NO. 2024-03-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO CONTRACT WITH AGING PROJECTS, INC. TO PROVIDE PERSONNEL MANAGEMENT SERVICES AND BUILDING SPACE TO ALLOW API TO PROVIDE NUTRITION SERVICES, INCLUDING CONGREGATE MEAL SERVICES, HOME DELIVERED MEAL SERVICES AND NUTRITIONAL INFORMATION TO SENIOR RESIDENTS OVER A TEN COUNTY AREA IN SOUTH CENTRAL KANSAS, FOR A TERM EFFECTIVE OCTOBER 1, 2023 UNTIL SEPTEMBER 30, 2024.**

**WHEREAS**, it is in the public interest for the City of Arkansas City to contract with a third party to provide meals to senior citizens that are unable to provide meals for themselves; and

**WHEREAS**, the governing body of the City of Arkansas City has reviewed and accepted the proposed AGREEMENT between Aging Projects, Inc. and the City of Arkansas City, Kansas attached hereto, and finds that such Agreement is proper and necessary to fulfill a needed service required by the City of Arkansas City.

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

**SECTION ONE:** That the Governing Body of the City of Arkansas City hereby authorizes the City Manager to execute the above-referenced Agreement with Aging Projects, Inc. to provide meals to the City’s senior citizens from **October 1, 2023, until September 30, 2024**. Such Agreement is attached hereto and incorporated herein by reference.

**SECTION TWO:** The Governing Body of the City of Arkansas City hereby authorizes 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.

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas this 19<sup>th</sup> day of March 2024.

(Seal)

\_\_\_\_\_  
Jay Warren, 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. 2024-03-\_\_\_\_\_ of the City of Arkansas City, Kansas adopted by the governing body on March 19, 2024 as the same appears of record in my office.

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

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

## AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Arkansas City, hereinafter referred to as “City”, and Aging Projects, Inc., hereinafter referred to as “API”.

### **PURPOSE:**

API is a not-for-profit corporation operating under a contract with the South-Central Kansas Area Agency on Aging (SCKAAA) to provide nutrition services, including congregate meal services, home delivered meal services and nutritional information to senior residents over a ten-county area in South Central Kansas. The City of Arkansas City is a municipal corporation operating under Kansas statues and home rule authorities applicable to cities of the second class. The city owns and operates a Senior Citizens Center located at 320 S A Street. The purpose of this Agreement is for the City to enter into an agreement with API for the provision of personnel management services and building space.

### **NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE CITY AND API AS FOLLOWS:**

**SECTION 1. *Personnel Management.*** The City will supply API with personnel management services sufficient to provide nutritional services that meet Federal and State regulations as outlined through the South-Central Kansas Area Agency on Aging. All employees managed by the City will be City Employees and shall be governed by the City’s rules and regulations as outlined in the City personnel handbook. The City shall have sole discretion in the hiring and termination procedures of all employees. API shall reimburse the City monthly for payroll, Medicare, and FICA in accord with a budget mutually agreed upon by API in the SCKAAA contract as listed in Schedule 1. The City shall be allowed at its discretion to increase the pay and benefits of staff retained to perform work for API to conform to other similar City staff. City staff retained to work for API will perform their duties in accord with standards and protocols established by API and or SCKAAA. Any concerns about staff qualifications, training or performance will be addressed and resolved by the city within a reasonable time frame agreed to by API.

**SECTION 2. *Space.*** The City shall provide API with space in the building for preparation of meals, storage of commodities, serving congregate meals and for distribution of prepared meals to the home delivered or satellite congregate meal programs. Kitchen facilities shall be available for use for API meal service during hours necessary for preparation of meals and clean up. The dining room will be available from 10:00am to 1:30pm on days that services are provided by API. Excluded days shall be November 23 and 24, 2023; December 25 and 26, 2023; January 1 and 15, 2024; March 29, 2024; May 27, 2024; June 19, 2024; July 4, 2024; and September 2, 2024, or as mutually agreed between API and the City. Designated storage areas are available to API on a continuous basis throughout the term of the Lease. API may provide a breakfast program if it so chooses. If so, the dining room will be available from 8:00am to 9:00am. API shall reimburse the City for any additional payroll expenses due to additional breakfast programs based on the rate of pay outlined in their agreement with SCKAAA.

The city will be responsible for all ordinary and extraordinary repairs to the building facility including the space occupied by API.

The city will be responsible for payment of the cost of all utilities for the senior center including the utility charges generated by API's use of the facility. In its use of the facility API will conduct its operations in an energy efficient fashion, consistent with best practices for the operation of a commercial kitchen.

The kitchen and storage areas designated for API use will have lockable doors at access points. API will have a key to the doors and may restrict access, as it may deem appropriate to maintain the security of its commodities and equipment and to prevent injury or accident from unauthorized persons using the equipment. API will provide the city with a list of all persons to whom it provides a key to any of the doors. This list will be added to the master list of persons holding keys maintained at the Center. Any equipment locks as well as persons having keys to those locks will also be reported to the Senior Center Director. The Senior Center Director shall have the right of entry to all areas of the Senior Center and shall maintain master keys to all locks in the facility for inspection and emergency purposes.

The kitchen and equipment shall be available for use during hours that it is not in use by API or the City, in accordance with City policy requirements. No kitchen equipment may be taken off the premises without express permission of API. No API food products may be used without the express permission of API. The city may require a cleanup deposit to cover the cost of cleaning the kitchen if the group using the kitchen fails to do so.

**SECTION 3: *Equipment.*** API agrees to provide all equipment necessary for the operation of the kitchen and storage rooms. The equipment will be maintained in safe and sanitary condition according to generally accepted standards. The city will provide utility hookups to the equipment. API will provide the city with an inventory listing API equipment in the Center to be kept in the Center office.

The City will provide all tables and chairs necessary for the serving of congregate meals in the dining room, provided that the City acknowledges that API originally provided 18 dining tables to the Center. The City and API will each provide for the necessary maintenance and replacement of their own equipment.

**SECTION 4: *Commodities and Supplies.*** API will provide all commodities and supplies necessary and appropriate for the operation of its nutrition program at the Center.

**SECTION 5: *Donations and Accounting.*** All donations to API for nutrition services provided to senior citizens or fees paid by others to the program will be received and accounted for by the City in accordance with API standard procedures. It is acknowledged that all center staff under the age of 60 shall be required to pay API the non-senior price for any API meals consumed.

All API and City fund raising will be kept separate, each entity following rules, regulations and guidelines set forth by their funding sources. Any donations made to the Center will be received by the City staff and accounted for as per policy set forth by API and the City. In addition, the City shall have the prerogative of augmenting the funds available for nutrition services if use of such funds is acceptable to API.

It is the specific intention of both API and the City that the Center operates smoothly as a coordinated, multifaceted program for the benefit and enjoyment of all senior citizens of Arkansas City.

**SECTION 6: *Reports.*** API will provide adequate monthly financial and service reports to the City on its nutrition operation. The city will provide API with monthly reports on the operation of the Center and the personnel services cost and staff hours provided. API shall be responsible for the completion of all regulatory report requirements outlined by SCKAAA and other State, Federal, and Local agencies. The City and Nutrition Manager shall be responsible for maintaining and submitting required information to API to meet requirements set forth by SCKAAA and other regulatory agencies.

**SECTION 7: *Term.*** This Agreement will be for the term of one year from and after October 1, 2023, until September 30, 2024, or may expire at the time SCKAAA reviews its annual agreement with API at the option of SCKAAA. Should at any time either API or the City become unable or unwilling to substantially perform its duties and responsibilities as set out hereinabove in this Agreement either through physical damaged to the facility, loss of funding or some other reason, the other party shall receive a “30 Day-Notice of Agreement Termination” in writing and the Agreement shall effectively terminate with neither party having further rights or responsibilities under the Agreement.

**SECTION 8: *Insurance.*** The City will purchase and keep in force a fire and extended coverage policy covering any damage to the building and contents. The City will purchase worker’s compensation insurance naming API as an additional insured under this coverage. API will purchase property insurance for its equipment and commodities and a product liability policy covering its operations, naming the City as an additional insured under this coverage. Both the City and API shall be responsible for their own operations and shall hold each other harmless and indemnify each other against any claims for damages or injury arising out of their respective operations.

Now, the City and API hereinbelow affix their signatures to this Agreement and bind their heirs, successors and assigns to the faithful performance of the terms and conditions hereinabove set forth on the date first written above.

CITY OF ARKANSAS CITY, KANSAS

MEALS ON WHEELS/FRIENDSHIP MEALS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Executive Director

AGING PROJECTS, INC.

MEALS ON WHEELS/FRIENDSHIP MEALS

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Nutrition Center Council

CITY OF ARKANSAS CITY, KANSAS

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

SCHEDULE 1  
(Rev. 2/91)

BUDGET COST JUSTIFICATION III-C(1)  
(Program Component)

DATE May 16, 2022

PSA NO. 10

Budget Period October 1, 2022 to September 30, 2023

PAGE 1 OF 2

All positions are 100% time, except as noted; the full compensation of all positions is reported here, except as noted.

PRIMARY & ASSOCIATED COSTS

COOKS	(14) 80 hours/day @ \$10.08375/hr x 260 days	(48%)	\$101,122
KITCHEN HELPERS	(18) 71.25 hours/day @ \$9.26/hr x 260 days	(48%)	\$82,704
TRANSPORTERS	(5) 14.25 hours/day @ \$9.26/hr x 260 days	(48%)	\$16,541
UTILITIES-EST			\$19,188
CALDWELL	723		
CEDAR VALE	2290		
EUREKA	2894		
GRENOLA	482		
HOWARD	2411		
HUTCH KIT.	4677		
KINGMAN	3471		
MADISON	770		
TURON	750		
ZENDA	720		



SCHEDULE DDD  
 10/02  
 TITLE III-C(1) CONGREGATE MEAL SUPPORTING BUDGET SCHEDULE  
 FOR BUDGET YEAR: OCTOBER 1, 2022 TO SEPTEMBER 30, 2023

DATE May 16, 2022  
 PSA # 10  
 NAME OF PROJECT: AGING PROJECTS, INC  
 Page 1 of 5

PERSONNEL  BUDGET LINE ITEM(S)	PROGRAM CATEGORIES						TOTALS (1-6)
	(1) P & A COSTS	(2) SITE OPERATIONS	(3) PROGRAM MANAGEMENT	(4) NUTRITION EDUCATION	(5) TRANSP.	(6) SHOPPING ASSISTANCE	
COOKS	101,122						101,122
NUTRITION CTR MGRS		109,207					109,207
CENTRAL OFFICE (48%) EXECUTIVE DIRECTOR FISCAL MANAGER ADM. ASSISTANT MENU PLANNER			55,740	68			55,808
KITCHEN HELPERS	82,704						82,704
TRANSPORTERS	16,541						16,541
SUBSTITUTES	5,924	3,495					9,419
FRINGES	50,779	12,369	15,849	7			79,004
FICA SUT LIFE INSURANCE HEALTH INSURANCE WORKERS COMP (8,278)							
<b>TOTALS</b>	<b>257,070</b>	<b>125,071</b>	<b>71,589</b>	<b>75</b>	<b>0</b>	<b>0</b>	<b>453,805</b>

SCHEDULE DDD  
 10/02  
 TITLE III-C(1) CONGREGATE MEAL SUPPORTING BUDGET SCHEDULE

DATE May 16, 2022<sup>0</sup>  
 PSA # 10

FOR BUDGET YEAR: OCTOBER 1, 2022 TO SEPTEMBER 30, 2023

NAME OF PROJECT: AGING PROJECTS, INC  
 Page 3 of 5

OTHER EQUIPMENT	PROGRAM CATEGORIES						TOTALS (1-6)
	(1) P & A COSTS	(2) SITE OPERATIONS	(3) PROGRAM MANAGEMENT	(4) NUTRITION EDUCATION	(5) TRANSP.	(6) SHOPPING ASSISTANCE	
BUDGET LINE ITEM(S)							
SMALL EQUIPMENT equipment for meal preparation office equipment	2,411	250	482				3,143
TOTALS	2,411	250	482	0	0	0	3,143

SCHEDULE DDD

10/02

TITLE III-C(1) CONGREGATE MEAL SUPPORTING BUDGET SCHEDULE

DATE

May 16, 2022

PSA #

10

FOR BUDGET YEAR: OCTOBER 1, 2022 TO SEPTEMBER 30, 2023

NAME OF PROJECT: AGING PROJECTS, INC

Page

5 of 5

OTHER COSTS page 1 of 2  BUDGET LINE ITEM(S)	PROGRAM CATEGORIES						TOTALS (1-6)
	(1) P & A COSTS	(2) SITE OPERATIONS	(3) PROGRAM MANAGEMENT	(4) NUTRITION EDUCATION	(5) TRANSP.	(6) SHOPPING ASSISTANCE	
RAWFOOD	285,387						285,387
190258 meals @\$1.50							30,972
COMMODITIES	30,972						30,972
190258 meals @\$ .1625							24,125
BONUS COMMODITIES-EST	24,125						24,125
TRAINING	202	750	482				1,434
material							3,375
SUPPLIES			3,375				3,375
190258 meals @ \$.25	47,565						47,565
NUTRITION ED MATERIAL				50			50
PEST CONTROL	2,290						2,290
UTILITIES	19,188		1,157				20,345
MAINT. & REPAIR (kitchen)	4,300						4,300
CENTER USAGE FEE		1,200					1,200
EQUIPMENT LEASE (D/W's)	5,424						5,424
SERVICE CONTRACTS			1,286				1,286
PHONE		600	723				1,323
LIABILITY/BONDING INS.		7,665	1,640				9,305

SCHEDULE 3

RESOURCE JUSTIFICATION for TITLE III-C(1)  
(Program Component)

DATE May 16, 2022  
PAGE 1 OF 1  
PSA #10

Project Name AGING PROJECTS, INC.  
Budget Period October 1, 2019 to September 30, 2020

	RESOURCE	NAME OF DONOR	PROGRAM CATEGORY	AMOUNT
SHARE MATCH	A. CASH			
			Sub-Total	
NON-FEDERAL	B. THIRD PARTY IN-KIND			
	4757.29 hours @ \$7.25	VOLUNTEERS	Site Operation	\$34,490
			Sub-Total	\$34,490
NON-MATCH	C. OTHER RESOURCES			
	190258 meals @\$ .488363	NSIP CASH	Primary & Associated	\$92,915
	190258 meals @\$ .162789	NSIP Supplement	Primary & Associated	\$30,972
	190258 meals @\$ .126802	NSIP Entitlement	Primary & Associated	\$24,125
	193636 meals @\$ .213163	NSIP Bonus-est.	Primary & Associated	\$41,275
	193636 meals @\$2.065608	Participants & Guests	Program Management	\$399,976
	193636 meals @\$4.79616	Participants & Guests	Primary & Associated	\$92,871
	Mill Levy	Participants & Guests	Site Operation	\$750
	Mill Levy (est.)	Reno County	Site Operation	\$13,950
		CL, HP, RN, RC, SU	Primary & Associated	\$696,834
		Sub-Total	\$696,834	
	Have you included all non-Title III Resources?		GRAND TOTAL	\$731,324

SCHEDULE 1  
(Rev. 2/91)

BUDGET COST JUSTIFICATION FOR III-C(2)  
(Program Component)

DATE May 16, 2022<sup>0</sup>

PSA NO. 10

Budget Period October 1, 2022 to September 30, 2023

PAGE 2 OF 2

All positions are 100% time, except as noted; the full compensation of all positions is reported here, except as noted.

PRIMARY & ASSOCIATED COSTS

UTILITIES-EST		\$19,712
CALDWELL	777	
CEDAR VALE	2460	
EUREKA	3106	
GRENOLA	518	
HOWARD	2589	
HUTCH KIT.	5023	
KINGMAN	3729	
MADISON	830	
ZENDA	680	

MEAL DELIVERY

NUTRITION CENTER MANAGERS	UAI Assessments 100 hours @ \$9.90/hr	\$990
TRANSPORTERS	(7) 16.5 hours/day @ \$7.76/hr x 262 days	\$39,725

SCHEDULE EEE  
 10/02  
 TITLE III-C(2) CONGREGATE MEAL SUPPORTING BUDGET SCHEDULE

DATE May 16, 2022<sup>0</sup>  
 PSA # 10

FOR BUDGET YEAR: OCTOBER 1, 2022 TO SEPTEMBER 30, 2023

NAME OF PROJECT: AGING PROJECTS, INC  
 Page 2 of 5

TRAVEL	PROGRAM CATEGORIES						TOTALS (1-6)
	(1) P & A COSTS	(2) MEAL DELIVERY	(3) PROGRAM MANAGEMENT	(4) NUTRITION EDUCATION	(5) TRANSP.	(6) SHOPPING ASSISTANCE	
BUDGET LINE ITEM(S) CENTRAL OFFICE (52%) meals/lodging/mileage			5,654				5,654
TOTALS	0	0	5,654	0	0	0	5,654

SCHEDULE EEE  
 10/02  
 TITLE III-C(2) CONGREGATE MEAL SUPPORTING BUDGET SCHEDULE

DATE May 16, 2022<sup>0</sup>  
 PSA # 10

FOR BUDGET YEAR: OCTOBER 1, 2022 TO SEPTEMBER 30, 2023

NAME OF PROJECT: AGING PROJECTS, INC  
 Page 4 of 5

CONTRACTUAL	PROGRAM CATEGORIES						TOTALS (1-6)
	(1) P & A COSTS	(2) MEAL DELIVERY	(3) PROGRAM MANAGEMENT	(4) NUTRITION EDUCATION	(5) TRANSP.	(6) SHOPPING ASSISTANCE	
<b>BUDGET LINE ITEM(S)</b>							
ARK CITY PERSONNEL (52%)	16,631						16,631
AUDITOR (50%)			9,658				9,658
DIETITIAN (52%)	388						388
<b>TOTALS</b>	<b>17,019</b>	<b>0</b>	<b>9,658</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26,677</b>

SCHEDULE EEE

10/02

TITLE III-C(2) CONGREGATE MEAL SUPPORTING BUDGET SCHEDULE

DATE May 16, 2022<sup>0</sup>  
 PSA # 10

FOR BUDGET YEAR: OCTOBER 1, 2022 TO SEPTEMBER 30, 2023

NAME OF PROJECT: AGING PROJECTS, INC

OTHER COSTS page 1 of 2 BUDGET LINE ITEM(S)	PROGRAM CATEGORIES						TOTALS (1-6)
	(1) P & A COSTS	(2) MEAL DELIVERY	(3) PROGRAM MANAGEMENT	(4) NUTRITION EDUCATION	(5) TRANSP.	(6) SHOPPING ASSISTANCE	
FOOD LICENSES (26)	3,190						3,190
IN-KIND		21,751					21,751
AAA ADM MATCH			1,549				1,549
CLASSIFIED ADS	311		129				440
BOARD OF DIRECTORS			1,958				1,958
TRANSPORT OF MEALS	16,573	41,803					58,376
AUTO INSURANCE	2,962	6,105					9,067
<b>TOTALS</b>	<b>472,681</b>	<b>152,711</b>	<b>12,941</b>	<b>53</b>	<b>0</b>	<b>0</b>	<b>638,386</b>





# City Commission Agenda Item

**Meeting Date:** March 19, 2024  
**From:** Jeri Wheatley, Fire-EMS Department  
**Item:** Replace (2) Zoll X-Series, Advanced Cardiac Monitor/Defibrillators

**Purpose:** A Resolution authorizing the City of Arkansas City to purchase two (2) Zoll X Series Advanced Cardiac Monitor/Defibrillators from ZOLL Medical Corporation of Chelmsford, MA, for an amount not to exceed \$95,000.00. **(Voice Vote)**

**Background:**

Our current cardiac monitors were purchased in 2014-2015 and the software can no longer be upgraded. Typically, these monitors should be replaced every 6-8 years. We budgeted and replaced two (2) in 2023 and have budgeted to replace the remaining two (2) this year.

Zoll monitor/defibrillators are specific to ZOLL. They are the ONLY company that manufactures and distributes ZOLL monitor/defibrillators.

**Commission Options:**

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

**Attachments:** Quote

**Fiscal Impact:**

Amount: \$95,000.00

Fund: **01-General** Department: **350-EMS** Expense Code: **7405-Machinery/Equipment**

Included in budget       Grant       Bonds       Other Not Budgeted

**Approved for Agenda by:**

Randy Frazer, City Manager

RESOLUTION NO. 2024-03-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO PURCHASE TWO (2) ZOLL X SERIES ADVANCED CARDIAC MONITOR/DEFIBRILLATORS, FROM ZOLL MEDICAL CORPORATION, OF CHELMSFORD MA, FOR AN AMOUNT NOT TO EXCEED \$95,000.00.**

**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 two (2) ZOLL X Series Advanced Cardiac Monitor/Defibrillators, from ZOLL Medical Corporation of Chelmsford, MA, for an amount not to exceed \$95,000.00.

**SECTION TWO:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the Mayor and/or City Staff of the City of 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 19<sup>th</sup> day of March 2024.

(Seal)

\_\_\_\_\_  
Jay Warren, 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. 2024-03-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on March 19, 2024, as the same appears of record in my office.

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

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



269 Hill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: esales@zoll.com

Quote No: Q-62260 Version: 3

Arkansas City Fire-EMS Department  
 115 South D Street  
 Arkansas City, KS 67005

Quote No: Q-62260  
 Version: 3

ZOLL Customer No: 121203

Issued Date: February 9, 2024  
 Expiration Date: March 31, 2024

Jeri Wheatley  
 (620) 441-4430  
 jsmith@arkansascityks.gov

Terms: NET 30 DAYS

FOB: Shipping Point  
 Freight: Prepay & Add

Prepared by: Lori Rohling  
 EMS Territory Manager  
 lrohling@zoll.com  
 +1 7734740916

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		601-2241112-01	<p><b>X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, SpMet, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View</b></p> <p>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in ( 16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2, SpCO, SpMet with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	2	\$55,430.00	\$44,838.92	\$89,677.84
2	1347920	8000-001128	<b>Accuvent Flow Tube (Box of 10)</b>	1	\$762.00	\$556.26	\$556.26



Arkansas City Fire-EMS Department  
Quote No: Q-62260 Version: 3

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	1343184	8000-0895	<b>Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs</b>	2	\$186.00	\$152.52	\$305.04
4	1343184	REUSE-09-2MQ	<b>Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector</b>	2	\$63.00	\$51.66	\$103.32
5	1343184	REUSE-08-2MQ	<b>Welch Allyn REUSE-08-2MQ Cuff, Small Child, 2-Tube, Twist Lock connector</b>	2	\$63.00	\$51.66	\$103.32
6		8000-000151	<b>RD Rainbow SET MD20-04 EMS Patient Cable, 4ft</b>	2	\$299.00	\$299.00	\$598.00
7		8000-000862	<b>LNCS-II Rainbow DCI 8A SpCO Adult Sensor, 3ft</b>	2	\$1,080.00	\$1,080.00	\$2,160.00
8	1347920	8000-0580-01	<b>Six Hour Rechargeable, SurePower II Smart Battery</b>	2	\$957.00	\$698.61	\$1,397.22
9		8000-000393-01	<b>X Series Carry Case, Premium</b>	2	\$424.00	\$424.00	\$848.00
10		8778-89003-WF	<p><b>X Series - Worry-Free Service Plan - 3 Years At Time of Sale</b></p> <p>Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional SurePower II Batteries, discount on parameter upgrades, SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. • ACCIDENTAL DAMAGE COVERAGE: Includes one device outer housing replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. Cosmetic damage that does not affect the integrity of the device would not require outer housing replacement. • BATTERY REPLACEMENT PROGRAM: Batteries must be maintained per ZOLL recommended maintenance program - Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower II battery or SurePower Charger display a fault - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician. - Up to three batteries per device will be covered for batteries acquired from ZOLL in last 24 months for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale) - For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale)</p>	2	\$5,695.00	\$5,125.50	\$10,251.00



269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Arkansas City Fire-EMS Department  
Quote No: Q-62260 Version: 3

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
11		6008-9901-61	<b>ZOLL X Series Trade In Allowance (EMS Group)</b> See Trade Unit Considerations.	2		(\$5,500.00)	(\$11,000.00)

Subtotal: \$95,000.00

**Total: \$95,000.00**

Contract Reference	Description
1343184	Reflects Public Safety Association Inc contract pricing, agreement number PSAI 2021-06. Notwithstanding anything to the contrary herein, the terms and conditions set forth in contract PSAI 2021-06, shall apply to the customer's purchase of the products set forth on this quote.
1347920	Reflects Service Contract Worry Free X Series Modifier 2023 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in Service Contract Worry Free X Series Modifier 2023 shall apply to the customer's purchase of the products set forth on this quote.

**Trade Unit Considerations**

Trade-In values valid through March 31, 2024 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on March 31, 2024. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL Webstore.



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Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Arkansas City Fire-EMS Department  
Quote No: Q-62260 Version: 3

**Order Information (to be completed by the customer)**

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes      PO Number: \_\_\_\_\_      PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- No      (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**Arkansas City Fire-EMS Department**

Authorized Signature:

\_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



# City Commission Agenda Item

**Meeting Date:** March 19, 2024  
**From:** Stuart Cassaboom Interim Fire Chief  
**Item:** Fire Gear

**Purpose:** A Resolution authorizing the City of Arkansas City to purchase new bunker gear to fit new hires from Delta Fire & Safety, for an amount not to exceed \$47,951.08. **(Voice Vote)**

**Background:**

The Arkansas City Fire Department does not have adequate bunker gear to fit our new hires for fire calls. Staff chose to purchase gear from Delta Fire & Safety as they are the only company that has loaner agreements so we can get gear now. Delta is the same company we purchased from last time because the gear holds up well and gets here in a timely manner. In the past there have been issues with other companies not getting gear in on time as ordered. Winfield Fire also uses Delta.

**Commission Options:**

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

**Attachments:** Quote

**Fiscal Impact:**

Amount: \$47,951.08

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

Included in budget       Grant       Bonds       Other Not Budgeted

**Approved for Agenda by:**

Randy Frazer, City Manager

**RESOLUTION NO. 2024-03-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO PURCHASE NEW BUNKER GEAR TO FIT NEW HIRES, FROM DELTA FIRE & SAFETY, FOR AN AMOUNT NOT TO EXCEED \$47,951.08.**

**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 to purchase new bunker gear to fit new hires, from Delta Fire & Safety, for an amount not to exceed \$47,951.08.

**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 19th day of March 2024.

(Seal)

\_\_\_\_\_  
Jay Warren, 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. 2024-03-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on March 19, 2024. as the same appears of record in my office.

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

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





# Sales Quote

QUOTE-1630

March 7, 2024

**Bill To Address**

**ARKANSAS CITY FIRE -EMS**  
115 SOUTH D ST  
Arkansas City, 67005  
KS

**Ship-to Address**

ARKANSAS CITY FIRE -EMS  
115 SOUTH D ST  
Arkansas City, 67005  
KS

**Delta Fire & Safety TX**

3159 Summit Dr.  
Port Neches, TX 77651

**Valid to**

April 6, 2024

**Salesperson**

Ronald Wetter

**Contract**

No.	Description	Quantity	Unit Price	Line Amount
HONEYWELL		9	2,373.63	21,362.67
	HONEYWELL: KSARKA00038 LTO 96TG TAILS BLACK COAT			
HONEYWELL		9	1,805.20	16,246.80
	HONEYWELL: KSARKA00035 MPL 96TG PRO FIT PANT BLACK WITH HARNES			
RKD0092	Women's Size - • Use for Structure • NFPA 1971 Certified • Fire Resistant Leather • Sidewall Stitch Construction • Vibram® Fire and Ice Compound Outsole • Stedfast Thermal, Bloodborne Pathogen, and Waterproof Barrier • Rocky® Air-Port Comfort Footbed • Reflective Highlights • Fiberglass Shank • ASTM F2413 Protective Toe Classification • ASTM F2413 Electrical	1	405.00	405.00

March 7, 2024

Page 2 / 4

Hazard Standard • ASTM F2413  
Puncture Resistant Standard

SIZE 8M WOMENS

RKD0087	Fire Resistant Leather NFPA 1971 Certified Fire and Ice Compound Outsole Stedfast Thermal, Bloodborne Pathogen, and Waterproof Barrier Rocky® Air-Port Comfort Footbed	2 405.00	810.00
	SIZE 9.5 M BOOTS FOR TREVOR RUSK IKE HOBBS		

RKD0087	Fire Resistant Leather NFPA 1971 Certified Fire and Ice Compound Outsole Stedfast Thermal, Bloodborne Pathogen, and Waterproof Barrier Rocky® Air-Port Comfort Footbed	2 405.00	810.00
	SIZE 10.5 M BOOTS FOR DANIEL DEDRICK JACKSON SLATTER		

RKD0087	Fire Resistant Leather NFPA 1971 Certified Fire and Ice Compound Outsole Stedfast Thermal, Bloodborne Pathogen, and Waterproof Barrier Rocky® Air-Port Comfort Footbed	1 405.00	405.00
	SIZE 11.5 M BOOTS FOR CUTTER PLUSH		

RKD0087	Fire Resistant Leather NFPA 1971 Certified Fire and Ice Compound Outsole Stedfast Thermal, Bloodborne	1 405.00	405.00
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March 7, 2024

Page 3 / 4

Pathogen, and Waterproof Barrier  
Rocky® Air-Port Comfort Footbed

SIZE 12 M  
BOOTS FOR  
ALEC PETRY

RKD0087	Fire Resistant Leather NFPA 1971 Certified Fire and Ice Compound Outsole Stedfast Thermal, Bloodborne Pathogen, and Waterproof Barrier Rocky® Air-Port Comfort Footbed	1 405.00	405.00
	SIZE 13 M BOOTS FOR PATRICK RODKE		

BEN 3 LR- YELLOW W/	4PT Ben 3 LR Helmet, Yellow - EZFlips, nmx quick rel postman slide, earcovers - nomex /2 layer FR cotton - yellow, Lime trapezoids	11 498.41	5,482.51
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MK-1 7877	Gauntlet Style Structural Firefighting Glove	6 89.95	539.70
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MK-1 7877	Gauntlet Style Structural Firefighting Glove	6 89.95	539.70
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MK-1 7877	Gauntlet Style Structural Firefighting Glove	6 89.95	539.70
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	Subtotal		47,951.08
	Total Tax		0.00

March 7, 2024

Page 4 / 4

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Freight:	Total \$	47,951.08
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**CITY OF ARKANSAS CITY, KANSAS  
FINANCIAL SUMMARY  
Year-To-Date February 29, 2024**

Fund	Cash Summary						Budget Summary			
	1/1/2024 Beginning Cash Balance	Prior Year Encumbrances/ Adjusting Entries	Receipts	Disbursements	Change in Assets/Liabilities	02/29/2024 Ending Cash Balance	Budget	Encumbrances	Budget Variance Favorable (Unfavorable)	% Remaining (84%)
01 - GENERAL FUND	\$ 2,356,290.80	\$ -	\$ 3,799,470.83	\$ 1,460,760.05	\$ (51,379.75)	\$ 4,643,621.83	\$ 14,115,945	\$ 346,007.54	\$ 12,309,177	87%
15 - STORMWATER FUND	\$ 458,654.52	\$ -	\$ 65,341.66	\$ 21,338.74	\$ (15,849.27)	\$ 486,808.17	\$ 443,070	\$ -	\$ 421,731	95%
16 - WATER FUND	\$ 3,677,908.84	\$ -	\$ 836,377.28	\$ 1,939,820.68	\$ (122,222.59)	\$ 2,452,242.85	\$ 5,937,448	\$ 664,270.91	\$ 3,333,356	56%
18 - SEWER FUND	\$ 4,477,977.68	\$ -	\$ 521,549.07	\$ 488,480.49	\$ (474,809.23)	\$ 4,036,237.03	\$ 2,976,359	\$ 23,837.00	\$ 2,464,042	83%
19 - SANITATION FUND	\$ 1,570,267.02	\$ -	\$ 334,022.53	\$ 172,026.23	\$ (41,437.66)	\$ 1,690,825.66	\$ 1,882,780	\$ 12,250.00	\$ 1,698,504	90%
20 - SPECIAL RECREATION FUND	\$ 49,082.60	\$ -	\$ -	\$ -	\$ -	\$ 49,082.60	\$ 70,425	\$ -	\$ 70,425	100%
21 - SPECIAL STREET FUND	\$ 564,297.00	\$ -	\$ 79,523.08	\$ 165,163.16	\$ 4,930.95	\$ 483,587.87	\$ 715,100	\$ -	\$ 549,937	77%
23 - TOURISM/CONVENTION FUND	\$ 110,708.22	\$ -	\$ 41,457.45	\$ 22,500.00	\$ -	\$ 129,665.67	\$ 272,922	\$ -	\$ 250,422	92%
26 - SPECIAL ALCOHOL FUND	\$ 85,992.76	\$ -	\$ -	\$ 1,600.00	\$ (4,391.46)	\$ 80,001.30	\$ 111,739	\$ -	\$ 110,139	99%
27 - PUBLIC LIBRARY FUND	\$ 8,553.94	\$ -	\$ 255,984.78	\$ 255,984.78	\$ (8,553.94)	\$ (0.00)	\$ 454,974	\$ -	\$ 198,989	44%
29 - SPECIAL LAW ENF TRUST FUND	\$ 2,848.48	\$ -	\$ -	\$ -	\$ -	\$ 2,848.48	Not a Budgeted Fund			
31 - LAND BANK FUND	\$ 16,608.90	\$ -	\$ 1.00	\$ 120.27	\$ -	\$ 16,489.63	\$ 21,451	\$ -	\$ 21,331	99%
32 - MUNICIPALITIES FIGHT ADDICTION FUND	\$ 32,235.16	\$ -	\$ -	\$ -	\$ -	\$ 32,235.16	\$ 59,253	\$ -	\$ 59,253	100%
43 - BOND & INTEREST FUND	\$ 160,927.81	\$ -	\$ 1,906,259.38	\$ 1,133,938.10	\$ -	\$ 933,249.09	\$ 2,611,836	\$ -	\$ 1,477,898	57%
44 - HEALTHCARE SALES TAX FUND	\$ -	\$ -	\$ 399,358.53	\$ 399,358.53	\$ -	\$ -	\$ 2,500,000	\$ -	\$ 2,100,641	84%
45 - UNPLEDGED HEALTHCARE SALES TAX FUND	\$ 30,403.17	\$ -	\$ 17,064.52	\$ -	\$ -	\$ 47,467.69	\$ 252,800	\$ -	\$ 252,800	100%
53 - MUNICIPAL COURT FUND	\$ 9,515.63	\$ -	\$ -	\$ -	\$ 3,265.03	\$ 12,780.66	Not a Budgeted Fund			
54 - EQUIPMENT RESERVE FUND	\$ 184,746.02	\$ -	\$ -	\$ -	\$ -	\$ 184,746.02	Not a Budgeted Fund			
57 - CID SALES TAX FUND	\$ -	\$ -	\$ 13,966.05	\$ 13,966.05	\$ 8,462.26	\$ 8,462.26	\$ 85,000	\$ -	\$ 71,034	84%
68 - CAPITAL IMPROVEMENT FUND	\$ 1,558,692.81	\$ -	\$ 38,100.79	\$ -	\$ (11,375.00)	\$ 1,585,418.60	Not a Budgeted Fund			
<b>TOTALS</b>	<b>\$ 15,355,711.36</b>	<b>\$ -</b>	<b>\$ 8,308,476.95</b>	<b>\$ 6,075,057.08</b>	<b>\$ (713,360.66)</b>	<b>\$ 16,875,770.57</b>	<b>\$ 32,511,102.00</b>			

INDEBTEDNESS:

2019 PBC	\$ 15,955,000
GO 2020 REFUNDING & IMPROVEMENT BOND	\$ 16,115,000
GO 2022 TAXABLE STROTHER FIELD	\$ 4,290,000
GO 2023 TAXABLE LAND PURCHASE	\$ 515,000
2019 FERRARA PUMPER TRUCK LEASE	\$ 301,400
2021 RAVO STREET SWEEPER	\$ 43,290
2023 WWTP SRF LOAN	\$ 9,291,483
<b>TOTAL</b>	<b>\$ 46,511,172</b>

Note: Information is Unaudited