



City Commission Meeting

February 06, 2024 at 5:30 PM

118 W Central Ave, Arkansas City, KS

Please join our meeting <https://global.gotomeeting.com/join/482638061>
Or dial in using your phone: United States: +1 (571) 317-3122 Access Code: 482 638 061

I. Routine Business

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

II. Awards and Proclamations

1. Proclaim the first Thursday in February as Optimist Day in Arkansas City.

III. Recognition of Visitors/Staff

1. Presentation of the VFW Post Officer of the Year Award to Officer Dylan Hettenbach.

IV. Consent Agenda **(Voice Vote)**

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

1. Approve the January 2, 2024, regular meeting minutes as written.
- [2.](#) Authorize a Letter of Support from City Commissioners to the Senate Transportation Committee, in support SB-349 Passenger Rail Service Program for the future Heartland Flyer Extension Project.

V. Old Business

- [1.](#) Approve amendments to previously approved Independent Contractor Service Agreement Addendum No. 2 with N.M. Iverson, Jr. for Municipal Court Judge Services. **(Voice Vote)**
- [2.](#) Approve amendments to previously approved Independent Contractor Service Agreement Addendum No. 2 with E. Rodney Iverson, for Municipal Court Judge Services. **(Voice Vote)**
- [3.](#) Approve amendments to previously approved Professional Services Agreement Addendum No. 1 with H. Kristin Munson, for City Prosecutor services in Municipal Court. **(Voice Vote)**

VI. New Business

City Manager Department

- [1.](#) A Resolution authorizing the City of Arkansas City to enter into a Residential Development Agreement with Alfredo Sampayo, his business partners and consolidated development partners, for property located in Sleeth Addition, further replacing the MOU previously entered into on August 15, 2023. **(Voice Vote)**

2. An Ordinance exempting the application of K.S.A. § 41-719(c) to allow the sale and consumption of alcoholic liquor at a designated area of Wilson Park, from 11:00 AM to 10:00 PM, during Tacolalah on May 4, 2024. **(Roll Call Vote)**

3. A Resolution authorizing the City of Arkansas City to allocate funds for capital improvements to the Cowley County Humane Society building, for an amount not to exceed \$15,000.00. **(Voice Vote)**

Environmental Services Department

1. A Resolution authorizing the City of Arkansas City to accept a bid submitted by Kansas Water Technologies, of Valley Center, KS, to purchase Reverse Osmosis Membranes and assist in installation thereof, for an amount not to exceed \$319,200.00. **(Voice Vote)**

VII. Items for Discussion by City Commissioners

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

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

IX. City Manager Updates & Reports

X. Adjournment



Proclamation

WHEREAS, Volunteers working with young people who are our joy of today and are our hope for tomorrow, are exuberant representatives of the potential to be reached and dreams to come true. They are also unbounded in their enthusiasm to use their own talent, skills, and hard work to make a difference in others’ lives, and;

WHEREAS, Members of Optimist International will celebrate **OPTIMIST DAY** throughout the world the first Thursday of every February to promote their efforts in helping and reorganizing the young people that make a difference in their communities and who will encourage a greater exchange of ideas between young people and adults, and;

WHEREAS, There are 2,400 Optimist Clubs, with more than 70,000 Members, in Optimist International and Optimist members throughout the world that carry out more than 6,500 service projects that serve six million young people a year;

NOW, THEREFORE, BE IT RESOLVED, that I, Jay Warren, Mayor of Arkansas City, KS, issue this proclamation declaring the first Thursday of every February as,

OPTIMIST DAY

in the City of Arkansas City. May this day instill pride in our city’s Optimists for all of their accomplishments and for the impact they have to truly make a difference in others’ lives.

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

*Jay Warren, Mayor
Date: February 6, 2024*



City Commission Agenda Item

Meeting Date: February 6th, 2024
From: Jim Holloway, Interim Chief of Police
Item: Veterans of Foreign Wars Officer of the Year Award

Purpose: Presentation of the VFW Post Officer of the Year Award to Officer Dylan Hettenbach.

Background:

Each year the Veterans of Foreign Wars recognizes a local officer as Officer of the Year. This year the Arkansas City Post is presenting the award to Officer Dylan Hettenbach.

Commission Options:

Fiscal Impact:

Amount:

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: January 16, 2024
From: Tiffany Parsons, City Clerk
Item: Approve the January 2, 2024, Regular Meeting Minutes

Purpose: Approve the January 2, 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", is written over a horizontal line.

Randy Frazer, City Manager



Tuesday, January 16, 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

ABSENT

None

Also present from staff: City Attorney Larry Schwartz, City Manager Randy Frazer, City Clerk Tiffany Parsons, Communications Director Shana Adkisson, Human Resources Director Marla McFarland, Principal Planner Josh White, Interim Police Chief Jim Holloway, School Resource Officer Lucas Lyons, and School Resource Officer Adam Utt.

- 3. Additions or Deletions. There were two additions to the agenda as read by City Manager Randy Frazer.
 - **Addition: Awards and Proclamations; Item # 1. Proclaim the City of Arkansas City, Kansas as a Purple Heart City.**
 - **Addition: Consent Agenda; Item # 2. Ratify Mayor Jay Warren’s re-appointment of: Add Jill Smith to the Outstanding Student Award Committee.**

Motion made by Commissioner Spielman, Seconded by Commissioner Beeson to approve the additions as presented.

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

- 4. Approval of the Agenda

Motion made by Commissioner Stover, Seconded by Commissioner Spielman to approve the agenda with the additions.

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

Awards and Proclamations

- 1. **Proclaim the City of Arkansas City, Kansas as a Purple Heart City.**

Motion made by Mayor Warren, seconded by Commissioner Spielman to proclaim City of Arkansas City, as a Purple Heart City.

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

Mayor Warren delivered a Proclamation declaring the City of Arkansas City, Kansas, as a Purple Heart City.

Presentations given by members of the VFW and American Legion Post providing a background for the Purple Heart City incitive, which recognizes fallen and wounded veterans from World War I to present day. American Legion Department of Kansas American Legion Commander Randy Frank recognized of Arkansas City for its support, having two gold star bridges named after soldiers who have fallen and a blue star park on the south end of town. The City of Arkansas City is the first city in Cowley County to become a Purple Heart City. A future ceremony will be held, and signage will be displayed in the entrances of Arkansas City celebrating that it is a Purple Heart City.

Recognition of Visitors/Staff

1. Recognize one student as an overall D.A.R.E. essay winner as selected by the Arkansas City Governing Body.

Interim Police Captain Halloway recognized students from Adams, Jefferson, Roosevelt, and C4 Elementary Schools for participating in the school D.A.R.E. essays contest under guidance from School Resource Police Officers Adam Utt and Lucus Lyons along side previous Police Chief Eric Burr. The winners, Ember Crow, Jakoby Hamrick, Chloe Kirk, Sierra Smith, Brenda Ortega-Ortega, Kealey Schuh, and Aubree Stevens from each school class were asked to stand and be recognized before the commission. The City Commission read and reviewed all seven essays and chose Aubree Stevens as the overall D.A.R.E. essay winner. Aubree then read her essay before the group. Officer Utt presented Aubree with a certificate.

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 Approve the January 2, 2024, regular meeting minutes as written.
2. Ratify Mayor Jay Warren’s re-appointment of:
 - Shawna Allison and Emily Mitton to the Arkansas City Public Library Board
 - Chris Rains, Jace Kennedy, John Bahruth, and Mike Kuhn to the Building Trades Board
 - Kevin Cox and J.W. Lozano to the Historic Preservation Board
 - Jason Brewer and Jill Smith to the Outstanding Student Award Committee
 - Tom Wheatley to the Planning Commission/Board of Zoning Appeals Board
 - Mike Munson to the Public Building Commission
 - Liz Shepard and Jynda Murray to the Visit Ark City Board
3. Ratify Mayor Jay Warren’s appointment of Duane Oestman to the Planning Commission/Board of Zoning Appeals.
4. Ratify Mayor Jay Warren’s appointment of Chris Johnson to the Planning Commission/Board of Zoning Appeals.

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

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

New Business

City Clerk Parsons offered the following items for consideration.

City Manager Department

1. A Resolution of the Governing Body of the City of Arkansas City, Kansas deeming it advisable to annex land not adjoining the city, as herein described and requesting the Board of Cowley County Commissioners to make a determination that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Cowley county, Kansas pursuant to the provisions of K.S.A 12-520c.

Etzanao Conservancy Project Director Sandy Randel spoke of the reasons for the request to annex the Etzanao property located at 28379 81st Road into the City Limits as they get close to the build of the cultural immersion center, which is expected to be a landmark travel destination here in Arkansas City. Best opportunity to acquire UNESCO World Heritage Site. The future developments, with a projected opening date of 2026, will be hooking onto city utilities. The City has been a partner on the project since 2015 when it started.

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

*Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Stover, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Resolution No. 2024-01-3593**.*

2. A Resolution authorizing the City of Arkansas City to enter into Independent Contractor Service Agreement Addendum No. 2 with N.M. Iverson, Jr., for Municipal Court Judge Services.

City manager Frazer mentioned that this extended the contract for a year and included a five-percent salary increase.

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

*Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Stover, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Resolution No. 2024-01-3594**.*

3. A Resolution authorizing the City of Arkansas City to enter into Independent Contractor Service Agreement Addendum No. 2 with E. Rodney Iverson, for Municipal Court Judge Services.

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

*Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Stover, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Resolution No. 2024-01-3595**.*

4. A Resolution authorizing the City of Arkansas City to enter into Professional Services Agreement Addendum No. 1 with H. Kristin Munson, for City Prosecutor services in Municipal Court.

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

*Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Stover, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Resolution No. 2024-01-3596**.*

5. Consider the first reading of an Ordinance adopting the budgeted pay plan to become effective January 27, 2024.

Human Resources Director McFarland provided further explanation for the pay plan changes that include: change Nuisance Inspector to Animal Control Officer (ACO) job title and move the position from the City Manager Department (Neighborhood Services Division) to the Police Department; remove

Public Service Officer (PSO) and change to Evidence Clerk job title; and Add Firefighter/AEMT – PT position. Pay Range FD1100.

Motion made by Mayor Warren, seconded by Commissioner Spielman 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. 2024-01-4602.***

Items for Discussion by City Commissioners

None.

Comments from the Audience for Items not on the Agenda

None.

City Manager Updates & Reminders

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

1. LKM Local Government Day is January 24th in Topeka in the afternoon with a reception to follow.
2. Department & facility visits on January 30th all Commissioners invited to attend.
3. Chamber Banquet February 3rd, the city has a table reserved for commissioners who would like to attend.
4. Friday, February 9th City Commission Special Work Session for future planning.
5. March 2nd South Central Kansas Health Foundation (Hospital) Gala, the city has a table reserved for commissioners who would like to attend.
6. LKM Leaders Academy is April 2nd and 13th in Manhattan, KS.
7. Cowley County Humane Society is having capital improvement issues. Both the City of Arkansas City and City of Winfield have been working with them to get this resolved. Three main items of focus that also state regulated now are epoxy flooding peeling, plumbing issues and the inside and outside drainage system need addressed that are holding animal waste. Estimate for repairs is about \$28k total, a cost that will split between two cities as they own the building.

Financial Summary

1. The December 2023 Financial Summary is provided in the back of the packet. The city website also provides financial updates under the Finance Division Department.

Adjournment

Motion made by Commissioner Stover, 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

DRAFT



City Commission Agenda Item

Meeting Date: February 6, 2024
From: Randy Frazer, City Manager
Item: Amtrak Letter of Support to Senate Transportation Committee

Purpose: Authorize a Letter of Support from City Commissioners to the Senate Transportation Committee, in support SB-349 Passenger Rail Service Program for the future Heartland Flyer Extension Project. **(Voice Vote)**

Background:

Together with other cities across the State of Kansas and Oklahoma, the City of Arkansas City would like to continue to be considered as a part of the future success of the Heartland Flyer Extension which would allow a passenger rail service through Arkansas City. The Passenger Rail Service Program project has been in the works for several years now and relies on a strong partnership between the states of Kansas and Oklahoma, the Federal Railroad Administration (FRA), and Amtrak. This letter of support to the State Senate of Transportation Committee would help show the City of Arkansas City’s continued interest.

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:

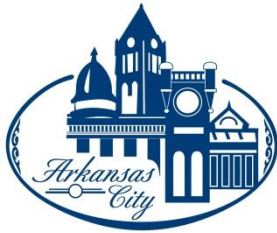
Included in budget Grant Bonds Other (explain)

Attachments:

Approved for Agenda by:



Randy Frazer, City Manager



CITY OF ARKANSAS CITY, KANSAS

Chair Senator Mike Petersen
Senate Transportation Committee
Hearing on SB 349 Passenger Rail Service Program (K.S.A. 75-5089, as amended)
Written Testimony by Arkansas City Ks Mayor and Commissioners
2/7/2024

Dear Chair Senator Petersen and Members of the Senate Transportation Committee,

We are writing to express the strong support of the City of Arkansas City Mayor and City Commissioners, for SB-349, "An Act Concerning the Kansas Passenger Rail Service Program." This legislation is critical for the successful development of the Heartland Flyer Extension to Newton, Kansas, and we believe it holds significant benefits for our community and the entire region.

The proposed extension of the passenger rail service through Arkansas City is not only a vital transportation initiative but also aligns seamlessly with our ongoing efforts to promote tourism and cultural awareness. We are particularly excited about the positive impact this project will have on the development of the Etzanoa Visitors Center, a \$7 million facility that will serve as a cultural hub highlighting the rich history of the native American community that thrived on the site of present-day Arkansas City.

The Etzanoa Visitors Center is poised to become a final destination tourism site, attracting visitors from around the world. The Etzanoa Conservancy is diligently working towards obtaining UNESCO World Heritage Site status, a designation that has the potential to draw tens of thousands of people annually, boosting economic growth and fostering cultural exchange.

The success of the Heartland Flyer Extension project relies on a strong partnership between the states of Kansas and Oklahoma, the Federal Railroad Administration (FRA), and Amtrak. The timely passage of SB-349 is crucial at this juncture, as it establishes a practical funding mechanism necessary for the startup and operation of the extended passenger rail service.

We are pleased to report that the Kansas Department of Transportation (KDOT) has diligently worked on the project, and their application for project recognition under the FRA Corridor Identification and Development Program was approved on December 8, 2023. KDOT has committed to using public and state funds to meet the cost share requirements for qualifying for the federal share of total costs for the Corridor. Passage of SB-349 is imperative to fulfill the federal requirement for operational funding, utilizing the Passenger Rail Revolving Fund established in the original legislation passed in 2010.

City Hall / 118 W. Central Avenue / Arkansas City, Kansas / 67005-0778
(620) 441-4414 / Fax (620) 441-4426 / rfrazier@arkansascityks.gov
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."

As we understand, there are 68 other similar project proposals in the Corridor ID Pipeline. Due to the collaborative efforts of KDOT and ODOT on preliminary study, planning, and development, the Heartland Flyer Extension is ahead of many other projects across the country. We must emphasize the urgency of advancing this legislation to ensure that our bi-state project is not preempted or eliminated due to any delays in meeting project pipeline milestones.

Furthermore, this infrastructure project has garnered immense public and community interest, impacting numerous legislative districts along its route. Over 36 city councils and county commissions have voiced their support for expanding Amtrak service in Kansas, reflecting the widespread enthusiasm for this initiative. With the federal grant program covering 80% of the development costs, it is crucial that we seize this opportunity to enhance our state's connectivity with Amtrak.

In conclusion, we respectfully urge the Senate Transportation Committee to advance SB-349 out of committee, allowing Kansas to finally establish the much-anticipated connection with Amtrak. This legislation not only benefits the Heartland Flyer Extension but also contributes significantly to the cultural and economic growth of our region.

Thank you for your attention and consideration.

Sincerely,

_____ Mayor

_____ Commissioner

_____ Commissioner

_____ Commissioner

_____ Commissioner

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City Commission Agenda Item

Meeting Date: February 6, 2024
From: City Manager Randy Frazer
Item: Amendment to Municipal Court Judge Contract Agreement Addendum No. 2 – N.M. Iverson, Jr.

Purpose: Approve amendments to previously approved Independent Contractor Service Agreement Addendum No. 2 with N.M. Iverson, Jr. for Municipal Court Judge Services. **(Voice Vote)**

Background:

The current municipal court judge agreement with N.M. Iverson, Jr. was to expire on December 31, 2023, and staff wishes to renew the agreement. The term of this agreement will be renewed for an additional year commencing January 1, 2024, and ending December 31, 2024, with an added five percent (5%) salary increase. N.M. Iverson, Jr. wishes to renew the agreement as well.

Addendum No. 2 was approved on January 16, 2024, by vote of the governing body through Resolution No. 2024-01-3594. Since its approval, the amendment to Addendum No. 2 confirms that the (5%) five percent increase will be accounted towards the mandatory CLE compensation amount, for all costs of continuing legal education directly related to Municipal Court and/or criminal issues, as outlined by the original agreement.

Commission Options:

1. Approve the revisions to Addendum No. 2
2. Disapprove the revisions to Addendum No. 2
3. Table the revisions to Addendum No. 2 for further discussion

Fiscal Impact:

Amount:

Fund: Department: Expense Code:

Included in budget Grant Bonds Other Not Budgeted

Approved for Agenda by:



Randy Frazer, City Manager

**ADDENDUM #2
TO THE INDEPENDENT CONTRACTOR SERVICE AGREEMENT
WITH MUNICIPAL COURT JUDGE**

This Addendum ("Addendum #2") is entered into by and between the City of Arkansas City, a municipal corporation ("City"), and N.M. Iverson, Jr. ("Municipal Court Judge" or "Judge"), as an extension and modification to the Independent Contractor Service Agreement dated 01/05/2021 and prior addendum from January of 2021.

WHEREAS, the original Agreement outlined the terms and conditions of the Independent Contractor Service Agreement between the City and N.M. Iverson, Jr., and Addendum #1 established certain payment adjustments; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the parties hereby agree to renew the Agreement for an additional year under the following terms:

1. Renewal Term: The term of this Agreement shall be renewed for an additional year, commencing on January 1, 2024 and ending on December 31, 2024.

2. Compensation Increase: The compensation payable to the Municipal Court Judge for services rendered during the renewed term shall be increased by five percent (5%) from the previous rate outlined in the original Agreement and any prior addendums creating a new base salary of \$2,121.00 per month for services to the City as municipal court judge. This includes the mandatory CLE compensation amount, that the Municipal Court Judge is required to obtain annually, which shall also be increased by five percent (5%) to reflect a new pay amount of \$167.70, for all costs of continuing legal education directly related to Municipal Court and/or criminal issues.

3. All Other Terms Remain in Effect: All other terms and conditions of the original Agreement and any prior addendums that are not specifically modified by this Addendum #2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum #2 as of the effective date set forth below:

CITY OF ARKANSAS CITY, KANSAS:

Randy Frazer
City Manager

Date: _____

MUNICIPAL COURT JUDGE:

N.M. Iverson, Jr.
Municipal Court Judge

Date: _____

Approved as to Form:

Larry R. Schwartz
City Attorney



City Commission Agenda Item

Meeting Date: February 6, 2024
From: City Manager Randy Frazer
Item: Amendment to Municipal Court Judge Contract Agreement Addendum No. 2 - E. Rodney Iverson

Purpose: Approve amendments to previously approved Independent Contractor Service Agreement Addendum No. 2 with E. Rodney Iverson, for Municipal Court Judge Services. **(Voice Vote)**

Background:

The current municipal court judge agreement with E. Rodney Iverson was to expire on December 31, 2023, and staff wishes to renew the agreement. The term of this agreement will be renewed for an additional year commencing January 1, 2024, and ending December 31, 2024, with an added five percent (5%) salary increase. Eric Rodney Iverson wishes to renew the agreement as well.

Addendum No. 2 was approved on January 16, 2024, by vote of the governing body through Resolution No. 2024-01-3595. Since its approval, the amendment to Addendum No. 2 confirms that the (5%) five percent increase will be accounted towards the mandatory CLE compensation amount, for all costs of continuing legal education directly related to Municipal Court and/or criminal issues, as outlined by the original agreement.

Commission Options:

1. Approve the revisions to Addendum No. 2
2. Disapprove the revisions to Addendum No. 2
3. Table the revisions to Addendum No. 2 for further discussion

Fiscal Impact:

Amount:

Fund: Department: Expense Code:

Included in budget Grant Bonds Other Not Budgeted

Approved for Agenda by:



Randy Frazer, City Manager

**ADDENDUM #2
TO THE INDEPENDENT CONTRACTOR SERVICE AGREEMENT
WITH MUNICIPAL COURT JUDGE**

This Addendum ("Addendum #2") is entered into by and between the City of Arkansas City, a municipal corporation ("City"), and E. Rodney Iverson ("Municipal Court Judge" or "Judge"), as an extension and modification to the Independent Contractor Service Agreement dated 01/05/2021 and prior addendum from January of 2021.

WHEREAS, the original Agreement outlined the terms and conditions of the Independent Contractor Service Agreement between the City and E. Rodney Iverson, and Addendum #1 established certain payment adjustments;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the parties hereby agree to renew the Agreement for an additional year under the following terms:

1. Renewal Term: The term of this Agreement shall be renewed for an additional year, commencing on January 1, 2024 and ending on December 31, 2024.

2. Compensation Increase: The compensation payable to the Municipal Court Judge for services rendered during the renewed term shall be increased by five percent (5%) from the previous rate outlined in the original Agreement and any prior addendums creating a new base salary of \$2,121.00 per month for services to the City as municipal court judge. This includes the mandatory CLE compensation amount, that the Municipal Court Judge is required to obtain annually, which shall also be increased by five percent (5%) to reflect a new pay amount of \$167.70, for all costs of continuing legal education directly related to Municipal Court and/or criminal issues.

3. All Other Terms Remain in Effect: All other terms and conditions of the original Agreement and any prior addendums that are not specifically modified by this Addendum #2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum #2 as of the effective date set forth below:

CITY OF ARKANSAS CITY, KANSAS:

Randy Frazer
City Manager
Date: _____

MUNICIPAL COURT JUDGE:

E. Rodney Iverson
Municipal Court Judge
Date: _____

Approved as to Form:

Larry R. Schwartz
City Attorney



City Commission Agenda Item

Meeting Date: February 6, 2024
From: City Manager Randy Frazer
Item: Amendment to Municipal Court City Prosecutor Agreement Addendum No. 1 – H. Kristin Munson

Purpose: Approve amendments to previously approved Professional Services Agreement Addendum No. 1 with H. Kristin Munson, for City Prosecutor services in Municipal Court. **(Voice Vote)**

Background:
The original Municipal Court City Prosecutor Agreement with H. Kristin Munson effective March 1, 2020, auto renews January 1st annually. Staff wishes to add an extension and modification to this original agreement by incorporating addendum No. 1. which reflects an added five percent (5%) salary increase. All other terms and conditions of the original agreement not specifically modified by Addendum no. 1 will remain in full force and effect. H. Kristin Munson. wishes to renew the agreement as well.

Addendum No. 1 was approved on January 16, 2024, by vote of the governing body through Resolution No. 2024-01-3596. Since its approval, the amendments to Addendum No. 1 include correlation of staff compensation and modification to the termination terms from 90 days’ notice as listed in the original agreement to 30 days’ notice by either party.

- Commission Options:**
- 1. Approve the revisions to Addendum No. 1
 - 2. Disapprove the revisions to Addendum No. 1
 - 3. Table the revisions to Addendum No. 1 for further discussion

Fiscal Impact:

Amount:

Fund: Department: Expense Code:

Included in budget Grant Bonds Other Not Budgeted

Approved for Agenda by:

Randy Frazer, City Manager

**ADDENDUM #1
TO PROFESSIONAL SERVICES AGREEMENT
INDEPENDENT CONTRACTOR SERVICE AGREEMENT
WITH CITY PROSECUTOR**

This Addendum ("Addendum #1") is hereby entered into by and between the City of Arkansas City ("City") and H. Kristin Munson ("City Prosecutor") as an extension and modification to the Professional Services Agreement dated [original effective date].

WHEREAS, the original Agreement delineated the terms and conditions of the Professional Services Agreement between the City and City Prosecutor;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the parties hereby agree to amend the following terms and conditions:

1. Compensation Amendment:

The parties agree to amend Section III (a.) Compensation as follows:

Starting January 1st, 2024, the City shall pay a salary of \$3,950.00 per month to the City Prosecutor in exchange for the services provided herein. This compensation represents a 5% increase from the previous rate outlined in the original Agreement.

2. Compensation Amendment:

The parties agree to amend Section III (b.) Compensation as follows:

The City shall pay the City Prosecutor an increase in pay in the same manner paid to city employees, including but not limited to a cost-of-living adjustment (COLA), each year an increase is approved for city employees in the amount determined by the City for all employees, if any. The City Manager may award, at his or her sole discretion, an additional merit increase as budgeted by the City Commission, based on performance.

3. Termination Amendment:

The parties agree to amend Section VI Termination as follows:

Either party may terminate this agreement upon 30 days' written notice to the other party.

4. All Other Terms Remain in Effect:

All other terms and conditions of the original Agreement not specifically modified by this Addendum #1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum #1 as of the effective date set forth below:

CITY OF ARKANSAS CITY, KANSAS:

Randy Frazer
City Manager

Date: _____

CITY PROSECUTOR:

H. Kristin Munson
City Prosecutor

Date: _____

Approved as to Form:

Larry R. Schwartz
City Attorney



City Commission Agenda Item

Meeting Date: February 6, 2024
From: Randy Frazer, City Manager
Item: Residential Development Agreement - Sleeth Addition

Purpose: A Resolution authorizing the City of Arkansas City to enter into a Residential Development Agreement with Alfredo Sampayo, his business partners and consolidated development partners, for property located in Sleeth Addition, further replacing the MOU previously entered into on August 15, 2023. **(Voice Vote)**


Background:
The City owns a 7.87-acre parcel located in the Sleeth Addition of Arkansas City, Kansas, known as the "Property." The intent is to transfer the Property's title to the Developer, who plans to develop single-family residential housing units. Skyline Homes in Arkansas City will be the supplier of these units.

The City and the Developer executed a Memorandum of Understanding dated August 15, 2023 (the "MOU"). The MOU outlines the terms and conditions for the acquisition of real estate by the Developer from the City for the purpose of constructing single-family residential housing units. The parties desire to extend the deadlines for the Purchase Agreement and the due diligence period by an additional 120 days. The Residential Development Agreement will incorporate the terms and conditions outlined in the MOU, further replacing the previously executed MOU.

Attachments:
Residential Development Agreement.

- 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

Approved for Agenda by:


Randy Frazer, City Manager

RESOLUTION NO. 2024-02-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO A RESIDENTIAL DEVELOPMENT AGREEMENT WITH ALFREDO SAMPAYO, HIS BUSINESS PARTNERS AND CONSOLIDATED DEVELOPMENT PARTNERS, FOR PROPERTY LOCATED IN SLEETH ADDITION, FURTHER REPLACING THE MOU PREVIOUSLY ENTERED INTO ON AUGUST 15, 2023.

WHEREAS, the City and the Developer executed a Memorandum of Understanding dated August 15, 2023 (the "MOU"); and

WHEREAS, the MOU outlines the terms and conditions for the acquisition of real estate by the Developer from the City for the purpose of constructing single-family residential housing units; and

WHEREAS, the parties desire to extend the deadlines for the Purchase Agreement and the due diligence period by an additional 120 days; and

WHEREAS, The Residential Development Agreement will incorporate the terms and conditions outlined in the MOU, further replacing the previously executed MOU.

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

SECTION ONE: The Governing Body of the City of Arkansas City hereby authorizes the City of Arkansas City to enter into a Residential Development Agreement with Alfredo Sampayo, along with his business partners Mark Teitelbaum, Gordon Hendry, and Developer Rick Cutrera, to acquire property and develop a residential housing development on the city owned property located in the Sleeth Addition of Arkansas City.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 6th day of February, 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. 2024-02-____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 6, 2024. as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



Office of the City Manager

RESIDENTIAL DEVELOPMENT AGREEMENT

THIS RESIDENTIAL DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into on this ____ day of _____, 20____, by and between the CITY OF ARKANSAS CITY (hereinafter referred to as the "City"), a municipal corporation organized and existing under the laws of the State of Kansas, and Alfredo Sampayo, collectively with his business partners Mark Teitelbaum, Gordon Hendry, and Rick Cutrera (hereinafter collectively referred to as the "Developer").

RECITALS:

WHEREAS, the City and the Developer executed a Memorandum of Understanding dated August 15, 2023 (the "MOU");

WHEREAS, the MOU outlines the terms and conditions for the acquisition of real estate by the Developer from the City for the purpose of constructing single-family residential housing units;

WHEREAS, the parties desire to extend the deadlines for the Purchase Agreement and the due diligence period by an additional 120 days;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 MOU: The term "MOU" refers to the Memorandum of Understanding dated August 15, 2023, entered into by and between the City and the Developer.

ARTICLE 2: PROPERTY

2.1 Transfer of Title: The City agrees not to transfer title to the Property or consider offers from other developers during the term of this Agreement.

ARTICLE 3: PURCHASE AGREEMENT

3.1 Execution: Within 210 days (90 days + 120 days extension) of the execution of the MOU, the parties will negotiate and execute a definitive Purchase Agreement ("Purchase Agreement").

3.2 Incorporation of Terms: The Purchase Agreement will incorporate the terms and conditions outlined in the MOU, customary commercial real estate terms and conditions, representations, warranties, due diligence requirements, governmental approvals (including zoning and land use plans), and a binding

financing commitment from a financial institution.

3.3 Extended Due Diligence: The due diligence period shall not exceed 240 days (120 days + 120 days extension), and the closing shall occur within 30 days after the expiration of this extended period.

ARTICLE 4: CONSIDERATION

4.1 Transfer without Financial Payment: The City will transfer title to the Property to the Developer without financial payment.

4.2 Considerations:

A. The Developer shall commence construction of residential units on the Property within 24 months of the execution of the MOU. The Developer will be responsible for applying for tax rebates and incentives, such as the Neighborhood Revitalization Plan or a project under the Rural Housing Incentive District program. The developer will be responsible for installation of streets and all other infrastructure necessary for this development.

B. The City shall:

i. Support and make available to the Developer applicable economic development incentives and tax rebates under Kansas or City law, including providing a housing needs analysis and adopting a resolution for creating a Rural Housing Incentive District.

ii. Assist and support the connection to existing utilities on the Property at no cost to the Developer, subject to the Developer meeting program requirements and establishing a binding agreement with the utilities before or upon closing.

ARTICLE 5: COSTS

Each party will be responsible for its own costs and expenses incurred in connection with the transaction.

ARTICLE 6: GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Kansas, without regard to conflicts of law principles.

ARTICLE 7: JURISDICTION; SERVICE OF PROCESS

Any legal action arising from this Agreement will be brought in the District Court for Cowley County, State of Kansas, U.S.A. Each party consents to the jurisdiction of this court and waives any objection to venue.

ARTICLE 8: ASSIGNMENT

The Developer may assign its rights under this Agreement to any affiliated entity created for the acquisition purpose. Any successor in interest may not assign its rights without the City's written consent.

ARTICLE 9: NON-BINDING

This Agreement is non-binding and serves as a summary of proposed terms. The parties are not contractually bound except by a Definitive Agreement.

ARTICLE 10: COUNTERPARTS

This Agreement may be executed in counterparts, each constituting an original, and all taken together forming one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Residential Development Agreement as of the date first above written.

CITY OF ARKANSAS CITY

By: _____

Printed Name: Randy Frazer

Title: City Manager

DEVELOPER

By: _____

Alfredo Sampayo

Sampayo Capital Group – Rural Vision Development

Duly executed and agreed on this ____ day of _____, 20____.



City Commission Agenda Item

Meeting Date: February 6, 2024
From: Tiffany Parsons, City Clerk
Item: Sale and consumption of alcoholic liquor at Wilson Park during Tacolalah

Purpose: An Ordinance exempting the application of K.S.A. § 41-719(c) to allow the sale and consumption of alcoholic liquor at a designated area of Wilson Park, from 11:00 AM to 10:00 PM, during Tacolalah on May 4, 2024. **(Roll Call Vote)**

Background:

The Tacolalah Committee has requested the Governing Body allow them to sponsor an event to sell and serve alcohol at a designated area of Wilson Park during Tacolalah from hours of 11:00 AM until 10:00 PM, on Saturday, May 4, 2024.

The event will support Tacolalah and the committee 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. No persons under twenty-one (21) years of age will be allowed within the enclosed area where alcohol is being served.

Commission Options:

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

Fiscal Impact:

Amount: **None**

Fund: Department: Expense Code:

Included in budget Grant Bonds Other Not Budgeted

Approved for Agenda by:



Randy Frazer, City Manager

ORDINANCE NO. 2024-02-_____

AN ORDINANCE EXEMPTING THE APPLICATION OF K.S.A. § 41-719(C) TO ALLOW THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR AT A DESIGNATED AREA OF WILSON PARK, FROM 11:00 AM TO 10:00 PM, DURING TACOLALAH ON MAY 4, 2024.

WHEREAS, The Tacolalah Committee has requested the Governing Body allow them, or a duly-licensed caterer acting on their behalf, to sell and serve alcohol at a designated area of Wilson Park, from 11:00 AM until 10:00 PM, during Tacolalah on May 4th, 2024; and

WHEREAS, proceeds from the event will support Tacolalah; and

WHEREAS, The Tacolalah Committee 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 is required by Kansas Statute to adopt an Ordinance specifically exempting the property from the provisions of K.S.A. § 41-719(c), 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 CITY, KANSAS:

SECTION ONE: Notwithstanding any provision of Municipal Code to contrary, the Governing Body of the City of Arkansas City hereby exempts property located at Wilson Park (701 N. Summit St.) and designated on the attached map (hereafter “the Premises”) from the provisions of K.S.A. § 41-719(c), from 11:00 AM until 10:00 PM on May 4, 2024. The Governing Body hereby grants this exemption as it is a unique opportunity specifically tied to Tacolalah, a community celebration; it will be fully-contained and have extensive measures in place to provide for security and extensive monitoring to ensure compliance with Municipal Laws; and it will support a quality non-profit organization providing services solely in Arkansas City. By providing this exemption, the Governing Body hereby authorizes the Tacolalah Committee, or a duly-licensed caterer acting on their behalf, to sell and serve alcoholic liquor by the drink for consumption on the Premises, subject to the following terms and conditions:

1. The Tacolalah Committee shall take all necessary precautions to ensure compliance with all other provisions of Arkansas City Municipal Code, including the Public Offense Code.
2. No person under twenty-one (21) years of age shall be allowed within the enclosed area where alcohol is served. The Tacolalah Committee or its designee shall check photo identification to ensure no one under the age of 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 manned to ensure no one may leave the fenced premises with an open container of alcohol/cereal malt beverage.
4. The Tacolalah committee shall not allow a number of persons inside the Premises in excess of the occupancy load established by approved authorities, if applicable.
5. The Tacolalah committee shall leave the Premises in a same or similar condition as it existed prior to the 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 only apply 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 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 the 6th day of February, 2024.

(Seal)

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

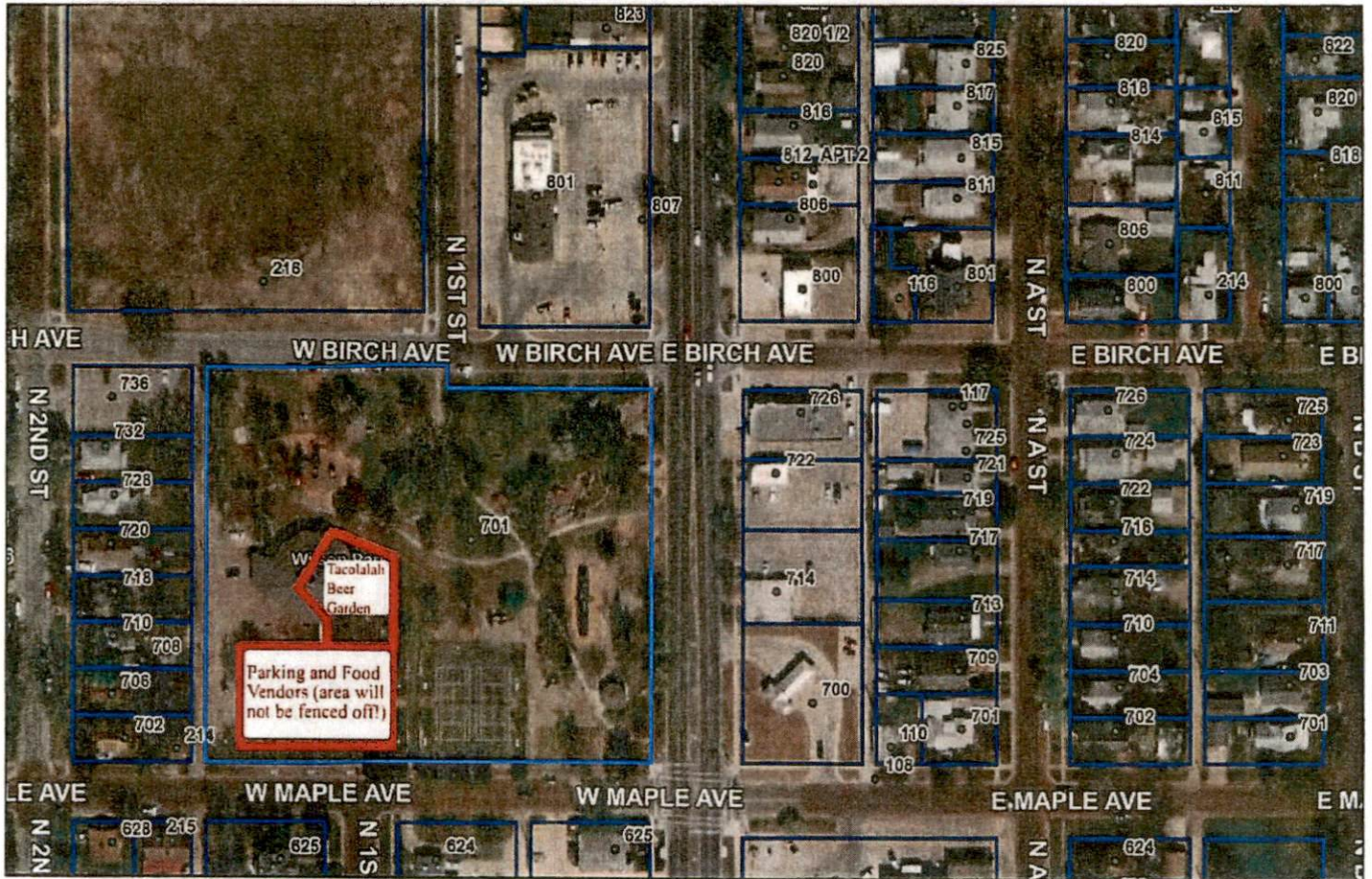
CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 2024-02-_____ of the City of Arkansas City, Kansas adopted by the governing body on February 6, 2024, as the same appears of record in my office.

DATED: _____.

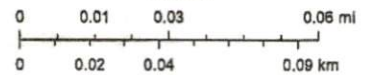
Tiffany Parsons, City Clerk

ArcGIS Web Map



6/4/2021, 12:37:36 PM

1:2,257



- Address Points
- City Areas
- State Line
- Roads
- County Line
- Parcels
- Points of Interest

Maxar, Microsoft

Web AppBuilder for ArcGIS
Esri | Star Geographics |

Wilson Park



Produced by the City of Arkansas City GIS using the best available data to date. The City makes no warranty or representation, expressed or implied, with respect to the data displayed. October 17, 2018





City Commission Agenda Item

Meeting Date: February 6, 2024
From: Randy Frazer, City Manager
Item: Allocate Capital Improvement Funds for Cowley County Humane Society Building Repairs

Purpose: A Resolution authorizing the City of Arkansas City to allocate funds for capital improvements to the Cowley County Humane Society building, for an amount not to exceed \$15,000.00. **(Voice Vote)**

Background:

This is a request authorization from the commission to allocate funds for capital improvements to the Cowley County Humane Society building, which is jointly owned by the cities of Arkansas City and Winfield, in collaboration with the Humane Society.

After consultation with the Humane Society staff and representatives from both cities, we have identified priority issues that require immediate attention.

The estimated cost for the necessary repairs is \$27,000.00. The breakdown of the estimated repairs is as follows:

1. Epoxy Floor Repair: \$6,000.00
2. Outdoor Drainage Trough Removal and Replacement: \$15,000.00
3. Indoor Plumbing Repair: \$5,959.35

Winfield has committed to covering half of the total estimated cost, and Arkansas City will cover the remaining half. In light of this, I am seeking authorization for Arkansas City to allocate up to \$15,000.00 towards these capital improvements. This authorization is crucial to ensure that we can address the identified issues promptly and maintain the overall integrity of the Humane Society building.

While the estimates provided cover the anticipated costs, it is prudent to have a contingency fund in case of any unforeseen expenses that may arise during the execution of the repairs. Therefore, I am requesting the commission's approval to spend up to \$15,000.00, providing the flexibility needed to address any unexpected challenges that may arise during the improvement process.

I have attached the bids and supporting documentation for your review. I am available to answer any questions or provide additional information during the commission meeting on

Your support in this matter is greatly appreciated, as it will contribute to the well-being of our community and the animals served by the Cowley County Humane Society. I look forward to discussing this request further during the upcoming meeting.

Fiscal Impact:

Amount: \$15,000.00

Fund: 01 – General Department: 201 – City Commission Expense Code: 6217 – Contributions

Included in budget Bonds Other Not Budgeted

Approved for Agenda by:

Section , Item 3.



Randy Frazer, City Manager

RESOLUTION NO. 2024-02-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ALLOCATE FUNDS FOR CAPITAL IMPROVEMENTS TO THE COWLEY COUNTY HUMANE SOCIETY BUILDING, FOR AN AMOUNT NOT TO EXCEED \$15,000.00.

WHEREAS: The Cowley County Humane Society staff and representatives from both the City of Arkansas City and the City of Winfield, have identified priority issues that require immediate attention including epoxy floor repair, outdoor drainage trough removal and replacement, and indoor plumbing repairs; and

WHEREAS: This overall estimated cost of these necessary repairs is approximately \$27,000.00; and

WHEREAS: The City of Arkansas City and the City of Winfield have joint ownership over the Cowley County Humane Society Building and have agreed to split the estimated repair costs between each city; and

WHEREAS: This action of allocating funds for capital improvements to the Cowley County Humane Society will help to address some of the current building issues.

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

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to allocate funds for capital improvements to the Cowley County Humane Society Building.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 6th day of February 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. 2024-02-____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 6, 2024, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



City Commission Agenda Item

Meeting Date: February 6, 2024
From: Environmental Services
Item: New Membranes for the Water Plant RO system

Purpose: A Resolution authorizing the City of Arkansas City to accept a bid submitted by Kansas Water Technologies, of Valley Center, KS, to purchase Reverse Osmosis Membranes and assist in installation thereof, for an amount not to exceed \$319,200.00. **(Voice Vote)**

Background:

The current membranes at the Water Plant have, after testing, degraded beyond repair and are losing the ability to maintain water quality. Current membranes have reached their lifespan, and differential pressures exceed that recommended by the manufacturer. Staff recommends purchasing from KWT as they are the best option, being the lowest bid at \$319,200 and will provide services to help maintain the membranes' life.

Commission Options:

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

Fiscal Impact:

Amount: \$319,200.00

Fund: **16 (Water)** Department: **651 (WTF)** Expense Code: **7405 (Capital Outlay)**

Included in budget Grant Bonds Other Not Budgeted

Approved for Agenda by:

Randy Frazer, City Manager

Water Plant Membrane Replacement

COMPANY	KWT	Worth Hydro	Lenntech
Model	Toray TMG20D400-SR RO Membranes	Toray TMG20D400-SR RO Membranes	TMG20D-400 Brackish-Water-RO-Element
TOTAL COST	\$ 319,200.00	\$ 331,968.00	\$ 354,916.00
Delivery Cost	To be determined at time of sale	To be determined at time of sale	To be determined at time of sale
DELIVERY TIME	To be determined at time of sale	To be determined at time of sale	To be determined at time of sale
MEET SPECS	Yes-It meets specs	Yes-It meets specs	Yes-It meets specs
WARRANTY	KWT and Avista will provide laboratory and field analytical services at no charge for the lifetime of the new membranes.	Worth Hydro will provide laboratory and field analytical services at no charge for the lifetime of the new membranes.	N/A
	Footnotes	Footnotes	Footnotes
	Will Provide BlackBox Study of Membranes (Retail \$2,600.00)	Will Provide assistance with installation	
	Will Provide assistance with installation (Retail \$2,400.00)		
	Will Provide Consulting services for the optimization of membranes		



Kansas Water Technologies
11 Whirlwind Ct.
Valley Center, KS 67147

Call Toll Free 888-278-1316
Phone 316-755-2772
Fax 316-633-4814

Section , Item 1.

Quote Number
 KWT 010524A

Quote Date
 Jan 5, 2024

Page
 1

Quoted to:

City of Arkansas City
 City of Arkansas City KS
 118 W Central Ave
 Arkansas City , KS 67005

Customer ID	Good Thru	Payment Terms	Sales Rep
A011F	2/29/24	Net 30 Days	

Quantity	Item	Description	Unit Price	Extension
672.00		Toray TMG 20D-400 SR RO elements for 4 skids each with 24 vessels with 7 elements per pressure vessel. Freight to Be Determined Additional services provided by KWT for no additional charges 1. KWT offers 4 man days of service to assist with the installation of the new membranes. The value of this is estimated at \$2400. 2. KWT will provide the Toray TMG 20D-400 SR (Split Ring) model for all 4 skids. These elements are more easily installed and have performance benefits. . No extra charges See attached Toray bulletin about the Toray Split Rings brine seal. .	475.00	319,200.00
			Subtotal	Continued
			Sales Tax	Continued
			Total	Continued



Kansas Water Technologies
11 Whirlwind Ct.
Valley Center, KS 67147

Call Toll Free 888-278-1316
Phone 316-755-2772
Fax 316-633-4814

Section , Item 1.

Quote Number
 KWT 010524A

Quote Date
 Jan 5, 2024

Page
 2

Quoted to:

City of Arkansas City
 City of Arkansas City KS
 118 W Central Ave
 Arkansas City , KS 67005

Customer ID	Good Thru	Payment Terms	Sales Rep
A011F	2/4/24	Net 30 Days	

Quantity	Item	Description	Unit Price	Extension
		<p>3. KWT and Avista will provide a Black Box Study of the new membranes to determine the membrane effectiveness including providing lower operating DP and higher permeate production. Retail value of Black Box Study is \$2600. See attached bulletin regarding the value and uses for Black Box Studies.</p> <p>4. KWT and Avista will provide laboratory and field analytical services at no charge for the lifetime of the new membranes. This will include water analyses, microbiological analyses and any necessary autopsy analyses required for the new membranes' lifetime.</p> <p>5. KWT and Avista will provide consulting services including interpretation of Toray Trak spreadsheets for all</p>		
			Subtotal	Continued
			Sales Tax	Continued
			Total	Continued



Kansas Water Technologies
11 Whirlwind Ct.
Valley Center, KS 67147

Call Toll Free 888-278-1316
Phone 316-755-2772
Fax 316-633-4814

Qu Section , Item 1.

Quote Number
 KWT 010524A

Quote Date
 Jan 5, 2024

Page
 3

Quoted to:

City of Arkansas City
 City of Arkansas City KS
 118 W Central Ave
 Arkansas City , KS 67005

Customer ID	Good Thru	Payment Terms	Sales Rep
A011F	2/4/24	Net 30 Days	

Quantity	Item	Description	Unit Price	Extension
		<p>the skids, CIP recommendations, optimizing antiscalant, chlorine and dechlorination chemical feeds for the skids to optimize membrane performance.</p> <p>Note: Because of the size of this order with KWT, Toray has required a cash advance at the time of the placement of the order. KWTs terms of this sale is a 30% cash advance on the order and a net 30 day payment of the remainder of the invoice. Freight to be determined at the time of the sale. We will use our freight broker to get preferable freight rates .</p>		
			Subtotal	319,200.00
			Sales Tax	
			Total	319,200.00