



## CITY COMMISSION MEETING AGENDA

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Tuesday, September 02, 2025 at 5:30 PM – 118 W Central Ave, Arkansas City, KS

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Please join our meeting and subscribe to our YouTube channel:  
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### 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 September 2025 as National Suicide Prevention month in Arkansas City.
- [2.](#) Proclaim September 7-13, 2025, as Direct Support Professionals Recognition Week in Arkansas City.

### III. Recognition of Visitors/Staff

- [1.](#) Recognize Firefighter/AEMTs Will Hankins and Jaxson Slater for completing Cowley College 45<sup>th</sup> Emergency Medical Education Paramedic Program and becoming Firefighter/Paramedic's for the City of Arkansas City.

### 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 August 19, 2025, regular meeting minutes as written.
- [2.](#) A Resolution authorizing the City of Arkansas City to allocate Unpledged Healthcare Sales Tax Funds in the amount of \$12,264.89 to SCK Health for uncompensated care provided to the community, consistent with Ordinance No. 2019-02-4481 and the City's intent to annually appropriate available revenues for health care purposes.

### V. Public Hearing

- [1.](#) Hold a public hearing to receive public comment relating to the Revenue Neutral Rate. **(Voice Vote)**
  - 1a.** Consider a Resolution to exceed the Revenue Neutral Rate. **(Roll Call Vote)**
- [2.](#) Hold a public hearing to receive public comment regarding the proposed 2026 budget. **(Voice Vote)**
  - 2a.** Consider an Ordinance adopting the 2026 Budget for the City of Arkansas City. **(Roll Call Vote)**

## VI. New Business

### City Manager Department

1. A Resolution authorizing the City of Arkansas City to enter into an agreement with CivicPlus for website redesign and hosting services, including AudioEye accessibility integration and Guardian Security protection to the City's website on an annual basis, for an initial term amount not to exceed \$10,600.00. **(Voice Vote)**
2. A Resolution authorizing the City of Arkansas City to enter into Grant Agreement No. 25-HR-001 with the Kansas Department of Commerce for a Community Development Block Grant in the amount of \$300,000 for the Housing Rehabilitation Project, with an additional \$50,000 in local match/KWAP funds, for a total project amount of \$350,000. **(Voice Vote)**

### Public Services Department

1. A Resolution authorizing the City of Arkansas City accept a bid submitted by Zeller Motors of Arkansas City, KS, to purchase a 2026 Sanitation Truck, for an amount not to exceed \$44,050.00. **(Voice Vote)**

## VII. City Manager Updates & Reminders

## VIII. Items for Discussion by City Commissioners

## IX. 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.*

## X. Adjournment



## P R O C L A M A T I O N

**WHEREAS**, National Suicide Prevention Month is an annual month-long campaign in the United States to inform and engage health professionals and the general public about suicide prevention and warning signs of suicide; and

**WHEREAS**, by drawing attention to the problem of suicide in the United States, the campaign also strives to reduce the stigma surrounding the topic, as well as encourage the pursuit of mental health assistance and support people who have attempted suicide; and

**WHEREAS**, as part of the campaign, health organizations are encouraged to conduct depression screenings, including self-administrated and online tests, referring interested individuals to call or text **988** to reach the national crisis hotline and speak with a trained crisis counselor; and

**WHEREAS**, since 1975, National Suicide Prevention Month awareness events are held throughout the week corresponding to World Suicide Prevention Day, which is recognized annually on September 10th.

**NOW, THEREFORE**, The Mayor of the City of Arkansas City, Kansas, does hereby proclaim the month of **September 2025**, as

### NATIONAL SUICIDE PREVENTION MONTH

in Arkansas City, Kansas, and encourage all citizen of Arkansas City to attend or support the **Back to School Mental Health Fair** and other community activities this month, which provide valuable resources, raise awareness, and strengthen our commitment to building a healthier, more informed, and more supportive community for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal to be affixed.

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CHAD D. BEESON, MAYOR  
September 2, 2025



## P R O C L A M A T I O N

**WHEREAS**, the second full week of **September** has been designated as “National Direct Support Professionals Recognition Week” in order to annually celebrate and recognize professionals who provide support to millions of individuals with intellectual and developmental disabilities; and

**WHEREAS**, this celebration recognizes the dedication and vital role of Direct Support Professionals in enhancing the lives and protecting the well-being of individuals with disabilities of all ages; and

**WHEREAS**, the community plays a role in lifting up Direct Support Professionals as integral in supporting the needs of people with disabilities and their families through service systems across the United States; and

**WHEREAS**, the goals of this City, and its Equal Opportunity and Accessibility Advisory Board, properly give recognition to those who directly help people with disabilities to gain full access to housing, employment, and recreation activities that help to create productive and satisfying lives, and also to live as independently as possible.

**NOW, THEREFORE**, the Mayor of the City of Arkansas City, Kansas, does hereby proclaim **September 7-13, 2025**, as

### **DIRECT SUPPORT PROFESSIONALS RECOGNITION WEEK**

in the City of Arkansas City, and call upon the citizens of Arkansas City to observe this week with appropriate programs and activities. Furthermore, encourages citizens of Arkansas City to seek information from those organizations with expertise in matters concerning professionals who support individuals with intellectual and developmental disabilities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal to be affixed.

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CHAD D. BEESON, MAYOR  
September 2, 2025





## City Commission Agenda Item

Meeting Date: September 2, 2025

From: Stuart Cassaboom, Fire Chief

Item: Emergency Medical Education Paramedic Program  
Graduates – Hankins & Slater

**Purpose:** Recognize Firefighter/AEMTs Will Hankins and Jaxson Slater for completing Cowley College 45<sup>th</sup> Emergency Medical Education Paramedic Program and becoming Firefighter/Paramedic's for the City of Arkansas City

### **Background:**

The Arkansas City Fire/EMS Department is proud to announce that Firefighter/AEMTs Will Hankins and Jaxson Slater have completed the Cowley College Emergency Medical Education Paramedic Program, officially earning the title of Paramedic during the graduation ceremony held August 20, 2025, at the Cowley College Short Education Center in Wellington. This marks the program's 45th graduating class.

The program is an intensive, year-long commitment requiring more than 1,200 hours of classroom instruction, hospital clinicals, and field internships. Hankins and Slater balanced this demanding training schedule with their regular duties in the department, a testament to their dedication to both their profession and their community.

Both Hankins and Slater are now Fire Fighter/Paramedics for Arkansas City.

### **Commission Options:**

1. Commend both Will Hankins and Jaxson Slatter for all their hard work, achievements and contributions to the department and City overall.

***See image below:***



**Approved for Agenda by:**

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

Randy Frazer, City Manager



## City Commission Agenda Item

Meeting Date: September 2, 2025

From: Tiffany Parsons, City Clerk

Item: Approve August 19, 2025, Regular Meeting Minutes

**Motion:** Approve August 19, 2025, regular meeting minutes as written.

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

**Commission Options:**

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

**Approved for Agenda by:**

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

Randy Frazer, City Manager



## CITY COMMISSION MEETING MINUTES

Tuesday, August 19, 2025 at 5:30 PM — Commission Room, City Hall — 118 W. Central Ave

### Routine Business

#### 1. Roll Call

##### PRESENT:

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

##### ABSENT:

City staff present: City Attorney Larry Schwartz, City Manager Randy Frazer, City Clerk Tiffany Parsons, Communication Director Shana Adkisson, Environmental Services Superintendent Kyle Blubaugh, Police Chief Jim Halloway, and Principal Planner Josh White.

2. Opening Prayer led by Rev. Josh White and Pledge of Allegiance led by Mayor Beeson.

3. Addition or Deletions to the agenda.

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

4. Approval of the Agenda.

*Motion made by Commissioner Spielman, seconded by Vice-President Stover to approve the agenda as amended.*

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

City Clerk Parsons offered the following items for consideration.

### 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 August 5, 2025, regular meeting minutes as written.

2. A Resolution authorizing a Change Order for additional work on the emergency repair and rehabilitation of Well 9, including assembly labor and materials supplied by Layne Christensen Company, for an amount not to exceed \$17,688.00.

*Motion made by Vice-Mayor Stover, seconded by Commissioner Spielman to approve the consent agenda as written.*

*Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, Commissioner Tweedy III, and Commissioner Warren. Mayor Beeson declared the motion approved; given **Resolution No. 2025-08-3743**.*

**City Manager Department**

1. A Resolution approving Memorandum of Understanding (MOU) between the City of Arkansas City and Lange Real Estate for the planning and implementation of a multi-phased residential development project on approximately 100-acres within city limits.

City Manager Frazer noted that Lange Real Estate approached the City with the opportunity to create comprehensive master plan, including planning and marketing on the city owned land. Lange Real Estate will pull together the financing and infrastructure working with local contractors. This type of project is their specialty. The city will maintain ownership of the property until all phases are complete. The plan will be set up for different housing types and community needs.

*Motion made by Commissioner Warren, seconded by Commissioner Tweedy III, to approve the item as written.*

*Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, Commissioner Tweedy III, and Commissioner Warren. Mayor Beeson declared the motion approved; given **Resolution No. 2025-08-3744**.*

2. Select three (3) voting delegates and three (3) alternates for the 2025 League of Kansas Municipalities (LKM) Annual Business Meeting to be held on Saturday, October 11, 2025.

The 2025 League Annual Conference will be October 9-11, 2025 in Overland Park. The Annual Business Meeting & Convention of Voting Delegates will be on Saturday, October 11. City Manager Frazer advised that this is an annual request, with current signed up to attend are Vice-Mayor Stover, Commissioner Warren, City Manager Frazer and City Clerk Parsons. City Clerk Parsons spoke the League who advised that as long as we have three voting delegates, we are ahead of the game and just need to assign one alternate, if all we have is four signed up to attend this year.

*Motion made by Mayor Beeson, seconded by Commissioner Spielman, to select commissioner Stover, Commissioner Warren and City Clerk Tiffany as delegates and City Manager Randy Frazer as an alternate for the 2025 League of Kansas Municipalities Annual Business Meeting to be held on Saturday, October 11, 2025.*

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

**Police Department**

1. A Resolution authorizing the purchase of a 2025 Dodge Durango Pursuit Vehicle with Emergency Light Package for the Arkansas City Police Department from Superior Emergency Response Vehicles in Andover, KS, utilizing \$9,166.00 insurance proceeds from a totaled 2015 Dodge Durango, for an amount not to exceed \$48,009.21.

Chief Holloway explained that as a result of the hailstorm back in June, Police Department had 10 vehicles that received hail damage. Nine vehicles they are working to repair and one at a total loss with damage more than vehicle actually worth, which is the 2015 Dodge Durango. Due the fact the is only has 75K miles and the windshield has been replaced, the City would like to keep the 2015 Durango and use it as a shared City Hall staff vehicle and then purchase the 2025 Dodge Durango Pursuit Vehicle with Emergency Light Package as a pre-stocked replacement vehicle for the Police Department.

*Motion made by Mayor Beeson, seconded by Vice-Mayor Stover to approve the item as written.*

*Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, Commissioner Tweedy III, and Commissioner Warren. Mayor Beeson declared the motion approved; given **Resolution No. 2025-08-3745**.*

**City Manager Updates & Reminders**

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

1. **Fire Department:** Two firefighters, Will Henkins and Jackson Slater, will graduate from Cowley College paramedic training on August 20th.
2. **Employee Health Insurance:** A meeting with Blue Cross Blue Shield is scheduled for August 28th to review health insurance renewals.

3. **PBC Hospital Bonds:** The Public Building Commission will call \$1.9 million in hospital bonds, continuing payoff efforts (approximately 7 years ahead of schedule). Last resolution agreement allows for the PBC chairman to sign bond calls until the 2035 bonds, at which point Commission approval will again be required. The current payoff trajectory is estimated around 2037–2038, assuming sales tax revenues remain strong.
4. **Water Well 16:** Construction nearly complete, pending final test results to go online.
5. **Highway 166 Project (KDOT Grant):** Plans have been submitted to KDOT for improvements between 8th Street and the Madison bridge; construction may occur this fall or next spring.
6. **Lift Station Relocation (Strother Field to Patterson Park):** Easements are being secured for a new wastewater line from Strother Field to Patterson Park lift station. Property owner easement requests are expected to be mailed this week. Line will generally follow Highway 77 on the private property side, with minor realignment near Strother Field.
7. **East Pressure Zone Project:** Preliminary plans expected by the end of August; due to SRF funding cuts by 80% statewide, projects will likely proceed with utility revenue bonds.
8. **City Financial Update:** Year-to-date financials remain strong; Commissioners were reminded to review June 2025 summary provided in back of this meeting packet.

#### Items for Discussion by City Commissioners

Commissioner Tweedy invited fellow commissioners to an informational meeting at the Winfield United Methodist Church this Thursday at noon, hosted by House of Hope.

Mayor Beeson expressed appreciation of the Environmental Services Crew for their late-night emergency repair efforts to the water main break at 1<sup>st</sup> and Central Ave., in front of the Police Station.

Mayor Beeson also applauded The Police Department for their two arrests made Monday night.

Commissioner Tweedy inquired about infrastructure repair work in terms of ground settling impacts.

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

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

No one signed up or wished to speak.

#### Financial Summary

The July 2025 Financial Summary is located in the back of meeting packet for review.

#### Adjournment

*Motion made by Mayor Beeson, Seconded by Vice-Mayor Stover to adjourn the meeting.*

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

THE CITY OF ARKANSAS CITY  
BOARD OF CITY COMMISSIONERS

(Seal)

\_\_\_\_\_  
Chad D. Beeson, Mayor

ATTEST:

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

Prepared by: Tiffany Parsons, City Clerk





## City Commission Agenda Item

Meeting Date: September 2, 2025  
 From: Randy Frazer, City Manager & Jennifer Waggoner, Finance Director/Treasurer  
 Item: Request from SCK Health for Distribution of Tax Funds for Uncompensated Care

**Motion:** A Resolution authorizing the City of Arkansas City to allocate Unpledged Healthcare Sales Tax Funds in the amount of \$12,264.89 to SCK Health for uncompensated care provided to the community, consistent with Ordinance No. 2019-02-4481 and the City's intent to annually appropriate available revenues for health care purposes. **(Voice Vote)**

**Background:** On August 27, 2025, SCK Health submitted a request letter to the City of Arkansas City for funds in the amount of \$12,264.89. This request is for reimbursement of charity care provided by SCK Health to community members who are unable to pay for medical services.

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

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

**Commission Options:**

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

**Fiscal Impact:** Amount: **\$12,264.89**

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

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

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

**Attachments:**

- Resolution
- Request Letter from SCK Health dated August 27, 2025
- Charity Care Summary Documentation

**Approved for Agenda by:**

Randy Frazer, City Manager

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ALLOCATE UNPLEDGED HEALTHCARE SALES TAX FUNDS IN THE AMOUNT OF \$12,264.89 TO SOUTH CENTRAL KANSAS (SCK) HEALTH, FOR UNCOMPENSATED CARE PROVIDED IN THE COMMUNITY, CONSISTENT WITH ORDINANCE NO. 2019-02-4481 AND THE CITY'S INTENT TO ANNUALLY APPROPRIATE AVAILABLE REVENUE FUNDS FOR HEALTHCARE PURPOSES.**

**WHEREAS**, SCK Health submitted a request dated August 27, 2025, for reimbursement in the amount of \$12,264.89 for charity care provided to community members unable to pay for medical services; and

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

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

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

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

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 2<sup>nd</sup> day of September 2025.

(Seal)

\_\_\_\_\_  
Chad D. Beeson, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-09-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on September 2, 2025, as the same appears of record in my office.

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

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





Margaret Grismer  
Chief Executive Officer

August 27th, 2025

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

Dear Jennifer,

I am writing to request Compensating Use Tax Funds from the city in the amount of \$12,264.89. The Charity Care details are enclosed that support this amount. Thank you for your assistance with this request.

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

Appreciated,

Margaret Grismer  
CEO

50715000	99031	CHARITY CARE WRITE-OFF	-1	-963.28	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-171.32	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-2066.59	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-618.98	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-54.35	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-21.66	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-20.30	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-20.30	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-20.30	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-112.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-134.62	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-1323.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-483.90	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-4660.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-3271.14	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-49.11	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-39.28	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-39.28	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-39.28	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-91.33	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-28624.19	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-6374.55	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-877.06	5/31/2022
<b>**TOTAL**</b>		<b>CHARITY CARE W/OFF</b>	<b>-64</b>	<b>-92284.46</b>	<b>-92284.46</b>
50715000	99031	CHARITY CARE WRITE-OFF	-1	-3649.40	6/30/2022
<b>**TOTAL**</b>	<b>50715</b>	<b>.000 CHARITY CARE W/OFF</b>	<b>-1</b>	<b>-3649.40</b>	<b>-3649.40</b>
50715000	99031	CHARITY CARE WRITE-OFF	-1	-58.50	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-3277.71	7/31/2022

*\$ 53,664.88 on 6/11/25*  
*Remaining \$ 5672.04 7/30/25*  
*- \$3137.63*  
*Remaining \$ 2534.41 on 7/30/25*

*\$12,264.89 on 8/17/25*  
*Remaining \$1,170.53*



## City Commission Agenda Item

Meeting Date: September 2, 2025

From: Jennifer Waggoner, Finance Director/Treasurer

Item: Public Hearing to Exceed the Revenue Neutral Rate (RNR) for the 2026 Budget year.

### Motion:

- 1.) Hold a public hearing to receive public comment relating to the Revenue Neutral Rate. (**Voice Vote**)
  - 1a.) Consider a Resolution to exceed the Revenue Neutral Rate. (**Roll Call Vote**)

### Background:

Kansas Senate Bill 13 (2021) requires taxing entities to hold a public hearing before levying a property tax rate higher than the calculated Revenue Neutral Rate.

- The Cowley County Clerk calculated the City's 2026 RNR at **57.478 mills**, a reduction from the prior year's **62.590 mills**.
- This rate would hold property tax revenues at 2024 levels despite a **9% increase** in the City's 2025 assessed valuation (\$85.3M → \$92.9M).
- On **July 15, 2025**, the City Commission adopted a Resolution of its Intent to Exceed the RNR, and the Clerk was subsequently notified July 16, 2025. Required notice of the public hearing was published August 19, 2025.
- Two public budget work sessions were held with the Commission and department heads. Despite cost-cutting and deferred projects, inflation and commodity costs make it difficult to sustain current service levels under the RNR.
- Staff recommends approval of the Resolution to exceed the RNR with a proposed levy of **58.274 mills**.

### Commission Options:

The Commission has the following options:

1. Hold the public hearing and then approve the Resolution to Exceed the RNR.
2. Open the public hearing and then table to continue the public hearing at the next regular commission meeting on September 16, 2025 to allow for additional public input, at which time the Resolution would be approved.
3. Disapprove the Resolution at which time the mill levy for the 2026 proposed budget cannot exceed 57.478 mills.

Fiscal Impact: None

Attachments: Resolution

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

RESOLUTION NO. 2025-09-\_\_\_\_\_

**A RESOLUTION OF THE CITY OF ARKANSAS CITY, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE;**

**WHEREAS**, the Revenue Neutral Rate for the City of Arkansas City was calculated as 57.478 mills by the Cowley County Clerk; and

**WHEREAS**, the budget proposed by the Governing Body of the City of Arkansas City will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

**WHEREAS**, the Governing Body held a hearing on September 2, 2025, allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

**WHEREAS**, the Governing Body of the City of Arkansas City, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

**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 City of Arkansas City shall levy a property tax rate exceeding the Revenue Neutral Rate of 57.478 mills, with a projected mill levy of 58.274.

**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 take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 2nd day of September 2025.

(Seal)

\_\_\_\_\_  
Chad D. Beeson, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-09-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on September 2, 2025 as the same appears of record in my office.

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

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



## City Commission Agenda Item

Meeting Date: September 2, 2025

From: Jennifer Waggoner, Finance Director/Treasurer

Item: Public Hearing on Proposed 2026 Budget

### Motion:

- 1.) Hold a public hearing to receive public comment regarding the proposed 2026 budget. **(Voice Vote)**
  - 1a.) (Optional) Consider a first reading of an Ordinance adopting the 2026 Budget for the City of Arkansas City. **(Roll Call Vote)**

### Background:

The final two steps of the budget process are to hold a public hearing and adopt the budget. State law requires the budget to be adopted and certified to the County Clerk by **October 1, 2025**, with the public hearing held no later than **September 20, 2025**.

- Notice of Hearing was published in the *Courier Traveler* on **August 19, 2025** and posted on the City's website, as required by statute.
- Two public work sessions were held with the Commission and department heads. Each department submitted budget requests, and staff reviewed options to cut costs, create competitive wages, delay projects, and extend the useful life of vehicles and equipment, while maintaining service levels.
- The proposed budget includes a **decrease in the mill levy from 62.590 to 58.274 mills**, while still generating an estimated **\$73,967 increase in property tax revenue** due to valuation growth.
- By law, the adopted budget cannot exceed the published amounts of expenditures or ad valorem tax in any fund.

### Commission Options:

The Commission has the following options:

1. Hold the public hearing and then approve the Budget either as presented or as modified.
2. Open the public hearing and then table to continue the public hearing at the next regular commission meeting on September 16, 2025 to allow for additional public input, at which time the Ordinance would be approved and the budget would be adopted as presented or modified.

**Fiscal Impact:** None

**Attachments:** Ordinance & 2026 Draft Budget Adoption docs.

**Approved for Agenda by:**

Randy Frazer, City Manager

**ORDINANCE NO. 2025-09-\_\_\_\_\_****APPROVING, ADOPTING, AND APPROPRIATING BY FUND THE BUDGET FOR THE CITY OF ARKANSAS CITY FOR THE YEAR BEGINNING JANUARY 1, 2026.****BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY:**

**SECTION ONE:** The proposed budget and financial statement as shown on the Standard State Budget Forms and subsequent to Notice of Hearing and Public Hearing is approved, adopted and appropriated by fund as the maximum amount to be expended, exceeding the Revenue Neutral Rate (RNR) of 57.478 Mills, for the budget year starting January 1, 2026; and

**SECTION TWO:** The governing body certifies that the amounts to be raised by Ad Valorem Property Tax Levies are within statutory or duly adopted Charter Ordinance Limitations.

<u>Funds</u>	<u>Adopted Budget of Expenditures</u>	<u>Amount of 2023 Tax to be Levied</u>	<u>Proposed Estimated Tax Rate *</u>
General	\$15,273,985	\$4,830,404	51.994
Debt Service	1,113,794	110,691	1.191
Library	500,000	472,784	5.089
Special Highway 21	3,236,885		
Special Recreation 20	60,830		
Tourism 23	335,507		
Special Alcohol 26	89,838		
Land Bank 31	22,673		
Municipalities Fight Addiction 32	108,369		
CID Sales Tax 57	87,000		
Stormwater 15	582,149		
Water 16	11,490,794		
Sewer 18	3,872,258		
Sanitation 19	2,392,218		
Healthcare Sales Tax 44	2,750,000		
Unpledged Healthcare Sales Tax 45	210,412		
Total All Funds	<u>\$42,126,712</u>	<u>\$5,413,879</u>	<u>58.274</u>

**SECTION THREE:** The City Clerk shall cause this Ordinance to be published one time in the official City newspaper, and said Ordinance shall be in effect upon publication.

**PASSED AND APPROVED** by the Governing Body of the City of Arkansas City, Kansas, this 2nd day of September 2025.

(Seal)

\_\_\_\_\_  
Chad D. Beeson, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 2025-09-\_\_\_\_ of the City of Arkansas City, Kansas adopted by the governing body on September 2, 2025.

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

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





Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates

Budgeted Fund for 2025	Ad Valorem Levy Tax Year 2024	Allocation for Year 2026				
		MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	4,429,808	396,687	3,572	1,693	6,542	0
Debt Service	454,070	40,662	366	173	670	0
Library	456,034	40,838	368	174	673	0
TOTAL	5,339,912	478,187	4,306	2,040	7,885	0

County Treas Motor Vehicle Estimate

478,187

County Treas Recreational Vehicle Estimate

4,306

County Treas 16/20M Vehicle Estimate

2,040

County Treas Commercial Vehicle Tax Estimate

7,885

County Treas Watercraft Tax Estimate

0

Motor Vehicle Factor

0.08955

Recreational Vehicle Factor

0.00081

16/20M Vehicle Factor

0.00038

Commercial Vehicle Factor

0.00148

Watercraft Factor

0.00000

2026

## Schedule of Transfers

[illegible]

\*Note: Adjustments are required only if the transfer is being made in 2025 and/or 2026 from a non-budgeted fund.

City of Arkansas City

2026

## STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2025	Date Due		Amount Due 2025		Amount Due 2026	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
GO 2020	10/13/2020	8/1/2036	1.5 - 3.0	21,840,000	15,265,000	2/1, 8/1	2/1, 8/1	325,800	1,170,000	290,625	1,195,000
GO 2022 Strother Field	5/3/2022	9/1/2037	3.59	4,470,000	4,050,000	3/1, 9/1	9/1	145,395	250,000	136,420	255,000
GO 2023 Taxable Bond	11/2/2023	9/1/2039	5.35-6.25	515,000	515,000	3/1, 9/1	9/1	30,260	25,000	28,898	25,000
<b>Total G.O. Bonds</b>					<b>19,830,000</b>			<b>501,455</b>	<b>1,445,000</b>	<b>455,943</b>	<b>1,475,000</b>
Revenue Bonds:											
2019 PBC Bond	7/23/2019	9/1/2044	3.0 - 5.0	17,630,000	10,640,000	3/1, 9/1	9/1	410,469	505,000	385,219	530,000
<b>Total Revenue Bonds</b>					<b>10,640,000</b>			<b>410,469</b>	<b>505,000</b>	<b>385,219</b>	<b>530,000</b>
Other:											
KDHE Loan - Sewer	12/9/2021	3/1/2043	1.31	9,500,000	8,870,342	3/1, 9/1	3/1, 9/1	21,910	426,675	20,840	432,283
Strother Field SRF	12/17/2024	8/1/2046	2.14	602,695	602,695	2/1, 8/1	2/1, 8/1	0	0	0	0
<b>Total Other</b>					<b>9,473,037</b>			<b>21,910</b>	<b>426,675</b>	<b>20,840</b>	<b>432,283</b>
<b>Total Indebtedness</b>					<b>39,943,037</b>			<b>933,834</b>	<b>2,376,675</b>	<b>862,001</b>	<b>2,437,283</b>

City of Arkansas City

2026

STATEMENT OF CONDITIONAL LEASE-PURCHASE AND CERTIFICATE OF PARTICIPATION\*

Item Purchased	Contract Date	Term of Contract (Months)	Interest Rate %	Total Amount Financed (Beginning Principal)	Principal Balance As Beginning of 2025	Payments Due 2025	Payments Due 2026
2019 Fire Truck (Tanker)	1/28/2019	120	3.55	620,500	270,235	64,010	66,320
2021 Ravo Street Sweeper	3/16/2022	36	1.87	127,500	43,290	43,290	0
2024 Backhoe	3/1/2025	60	4.63	145,900	0	31,790	26,703
2025 Skid Steer	2/26/2025	60	4.84	67,975	0	8,497	5,870
2025 Pipe Fusion Machine	4/25/2025	60	4.63	104,540	0	21,981	19,353
Totals					313,525	169,568	118,245

\*\*\*If leasing/renting with no intent to purchase, do not list--such transactions are not lease-purchases.

# **WORKSHEET FOR STATE GRANT-IN-AID TO PUBLIC LIBRARIES AND REGIONAL LIBRARY SYSTEMS**

## **Budgeted Year: 2026**

Library found in: City of Arkansas City  
Cowley County

As provided in KSA 79-2553 *et seq.*, two tests are used to determine eligibility for State Library Grant. If the grant is approved, then the municipality's library will be paid the grant on February 15 of each year.

### First test:

	Current Year	Proposed Year
	<u>2025</u>	<u>2026</u>
Ad Valorem	\$441,258	\$472,784
Delinquent Tax	\$12,000	\$12,000
Motor Vehicle Tax	\$40,926	\$40,838
Recreational Vehicle Tax	\$419	\$368
16/20M Vehicle Tax	\$807	\$174
TOTAL TAXES	<u>\$495,410</u>	<u>\$526,164</u>
Difference in Total Taxes:	\$30,754	
Qualify for grant:	Qualify	

### Second test:

Assessed Valuation	\$85,317,389	\$92,903,280
Did Assessed Valuation Decrease?	No	
Levy Rate	5.345	5.089
Difference in Levy Rate:	(0.256)	
Qualify for grant:	Not Qualify	

Overall does the municipality qualify for a grant? **Qualify**

If the municipality would not have qualified for a grant, please see the below narrative for assistance

City of Arkansas City

2026

**FUND PAGE FOR FUNDS WITH A TAX LEVY**

Adopted Budget <b>General</b>	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Unencumbered Cash Balance Jan 1	2,200,090	3,225,679	2,592,513
Receipts:			
Ad Valorem Tax	3,708,930	4,286,282	xxxxxxxxxxxxxxxx
Delinquent Tax	139,219	140,000	140,000
Motor Vehicle Tax	423,857	382,591	396,687
Recreational Vehicle Tax	3,993	3,922	3,572
16/20M Vehicle Tax	8,896	7,545	1,693
Commercial Vehicle Tax	0	0	6,542
Watercraft Tax	0	0	0
Gross Earning (Intangible) Tax	0	0	0
Special Assessments	20,072	40,000	25,000
Local Alcoholic Liquor	18,781	16,862	18,267
Compensating Use Tax	448,607	460,000	440,000
Local Sales Tax	2,003,310	2,000,000	2,000,000
Franchise Tax	1,418,028	1,432,000	1,396,500
Licenses & Permits	211,025	84,500	80,500
Federal Grants	48,323	4,700	2,500
State Grants	35,206	22,670	22,800
Cemetery Permits/Deeds	23,280	18,500	16,500
Rural Fire Contracts	500,309	525,000	475,000
County Ambulance Fees	485,500	294,034	294,000
Other Ambulance Fees	623,818	600,000	525,000
Fines, Forfeitures, Penalties	397,853	373,020	348,600
Interest	275,257	250,000	175,000
Sale of Assets	170,226	15,850	0
Rental Income	49,197	45,800	39,500
Donations	17,733	17,733	5,000
Reimbursed Expense	154,114	182,715	20,000
Transfers:			
Transfer from Water	400,000	400,000	400,000
Transfer from Sewer	550,000	550,000	550,000
Transfer from Sanitation	200,000	200,000	200,000
Lease Proceeds	399,562	1,180,400	490,000
Neighborhood Revitalization Rebate	-90,030	-100,000	-100,000
Miscellaneous	66,468	127,145	30,000
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>12,711,534</b>	<b>13,561,269</b>	<b>8,002,661</b>
<b>Resources Available:</b>	<b>14,911,624</b>	<b>16,786,948</b>	<b>10,595,174</b>

City of Arkansas City

**FUND PAGE - GENERAL**[illegible]

## CPA Summary

City of Arkansas City

2026

Adopted Budget General Fund - Detail Page 1	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
<b>Expenditures:</b>			
<b>General &amp; Administrative</b>			
Personnel Services	982,644	1,052,462	1,128,355
Contractual	494,837	457,760	528,290
Commodities	43,799	47,300	47,250
Capital Outlay	486,124	59,600	67,000
<b>Total</b>	<b>2,007,404</b>	<b>1,617,122</b>	<b>1,770,895</b>
<b>Court &amp; Legal</b>			
Personnel Services	67,234	64,883	87,592
Contractual	191,613	179,575	177,175
Commodities	520	1,200	1,500
Capital Outlay	5,992	7,000	7,300
<b>Total</b>	<b>265,359</b>	<b>252,658</b>	<b>273,567</b>
<b>Fire</b>			
Personnel Services	2,669,115	3,046,905	3,283,811
Contractual	84,163	109,100	109,600
Commodities	100,215	153,650	142,150
Capital Outlay	79,042	1,440,900	121,221
Debt / Fleet Management Lease	91,888	170,108	253,108
<b>Total</b>	<b>3,024,423</b>	<b>4,920,663</b>	<b>3,909,890</b>
<b>EMS</b>			
Personnel Services	6,330	9,800	13,800
Contractual	70,439	89,100	98,232
Commodities	91,302	100,850	111,850
Capital Outlay	97,102	33,500	356,000
Debt Service/Fleet Management Lease	7,830	8,285	86,785
<b>Total</b>	<b>273,003</b>	<b>241,535</b>	<b>666,667</b>
<b>Police</b>			
Personnel Services	2,762,909	3,073,823	3,833,618
Contractual	151,909	166,200	178,200
Commodities	123,068	124,300	127,800
Capital Outlay	143,491	198,600	187,000
Debt Service/Fleet Management Lease	166,797	155,000	155,000
<b>Total</b>	<b>3,348,174</b>	<b>3,717,923</b>	<b>4,481,618</b>
<b>Neighborhood Services</b>			
Personnel Services	270,223	301,134	353,170
Contractual	65,881	37,000	67,900
Commodities	26,639	44,800	60,300
Capital Outlay	17,665	15,771	20,000
Debt Service/Fleet Management Lease	22,036	21,000	22,000
<b>Total</b>	<b>402,444</b>	<b>419,705</b>	<b>523,370</b>
<b>Parks &amp; Facilities</b>			
Personnel Services	705,580	783,503	841,450
Contractual	179,530	206,300	231,800
Commodities	154,522	399,800	237,205
Capital Outlay	38,985	156,899	209,500
Debt Service/Fleet Management Lease	48,905	42,500	96,050
<b>Total</b>	<b>1,127,522</b>	<b>1,589,002</b>	<b>1,616,005</b>
<b>Streets</b>			
Personnel Services	489,525	536,051	647,079
Contractual	261,589	284,000	302,700
Commodities	55,600	89,570	129,600
Capital Outlay	10,874	33,700	3,700
Debt Service/Fleet Management Lease	20,756	20,000	20,000
<b>Total</b>	<b>838,344</b>	<b>963,321</b>	<b>1,103,079</b>
<b>Page 1 - Total</b>	<b>11,286,673</b>	<b>13,721,929</b>	<b>14,345,091</b>



City of Arkansas City

2026

Adopted Budget General Fund - Detail Page 2	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Expenditures:			
<b>Northwest Community Center</b>			
Personnel Services	58,911	62,662	0
Contractual	13,769	17,000	17,500
Commodities	4,881	6,000	8,200
Capital Outlay	200	1,000	1,000
<b>Total</b>	<b>77,761</b>	<b>86,662</b>	<b>26,700</b>
<b>Senior Center</b>			
Personnel Services	221,689	268,124	291,384
Contractual	37,171	49,620	56,820
Commodities	49,139	54,600	45,100
Capital Outlay	13,512	1,000	1,000
		12,500	7,890
<b>Total</b>	<b>321,511</b>	<b>385,844</b>	<b>402,194</b>
Salaries			
Contractual			
Commodities			
Capital Outlay			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
Salaries			
Contractual			
Commodities			
Capital Outlay			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
Salaries			
Contractual			
Commodities			
Capital Outlay			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
Salaries			
Contractual			
Commodities			
Capital Outlay			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
Salaries			
Contractual			
Commodities			
Capital Outlay			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
Salaries			
Contractual			
Commodities			
Capital Outlay			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
Salaries			
Contractual			
Commodities			
Capital Outlay			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
Page 2 -Total	399,272	472,506	428,894
Page 1 -Total	11,286,673	13,721,929	14,345,091
<b>Grand Total</b>	<b>11,685,945</b>	<b>14,194,435</b>	<b>14,773,985</b>

(Note: Should agree with general sub-totals.)

FUND PAGE FOR FUNDS WITH A TAX LEVY			
Adopted Budget	Prior Year	Current Year	Proposed Budget
Debt Service	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	160,928	140,415	570,286
Receipts:			
Ad Valorem Tax	527,121	439,358	xxxxxxxxxxxxxxxx
Delinquent Tax	18,719	20,000	18,000
Motor Vehicle Tax	57,011	54,296	40,662
Recreational Vehicle Tax	537	556	366
16/20M Vehicle Tax	1,250	1,071	173
Commercial Vehicle Tax	0	0	670
Watercraft Tax	0	0	0
Transfer from Water	1,489,775	1,485,650	0
Bond Proceeds	0	0	0
Paid Direct to City - Strother Field	394,011	395,395	391,420
Neighborhood Revitalization Rebate	(12,789)	-20,000	-15,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>2,475,635</b>	<b>2,376,326</b>	<b>436,291</b>
<b>Resources Available:</b>	<b>2,636,563</b>	<b>2,516,741</b>	<b>1,006,577</b>
Expenditures:			
Debt Service Principal	1,935,000	1,445,000	280,000
Debt Service Interest	551,969	501,455	165,318
Cost of Issuance	9,179	0	0
Capital Outlay	0	0	0
Emergency Reserve	0	0	200,000
Projected Future Debt	0	0	468,476
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>2,496,148</b>	<b>1,946,455</b>	<b>1,113,794</b>
Unencumbered Cash Balance Dec 31	140,415	570,286	xxxxxxxxxxxxxxxx
2024/2025/2026 Budget Authority Amount	2,611,836	2,556,325	1,113,794
	Non-Appropriated Balance		
	Total Expenditure/Non-Appr Balance		1,113,794
	Tax Required		107,217
Delinquent Comp Rate:	3.2%		3,474
Amount of 2025 Ad Valorem Tax			110,691

Adopted Budget	Prior Year	Current Year	Proposed Budget
Library	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	0	0	0
Receipts:			
Ad Valorem Tax	397,341	441,258	xxxxxxxxxxxxxxxx
Delinquent Tax	14,794	12,000	12,000
Motor Vehicle Tax	45,050	40,926	40,838
Recreational Vehicle Tax	424	419	368
16/20M Vehicle Tax	950	807	174
Commercial Vehicle Tax	0	0	673
Watercraft Tax	0	0	0
Interest on Idle Funds			
Neighborhood Revitalization Rebate	(9,644)	-16,000	-12,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>448,915</b>	<b>479,410</b>	<b>42,053</b>
<b>Resources Available:</b>	<b>448,915</b>	<b>479,410</b>	<b>42,053</b>
Expenditures:			
Appropriations to Library Board	448,915	479,410	500,000
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>448,915</b>	<b>479,410</b>	<b>500,000</b>
Unencumbered Cash Balance Dec 31	0	0	xxxxxxxxxxxxxxxx
2024/2025/2026 Budget Authority Amount	454,974	482,760	500,000
	Non-Appropriated Balance		
	Total Expenditure/Non-Appr Balance		500,000
	Tax Required		457,947
Delinquent Comp Rate:	3.2%		14,837
Amount of 2025 Ad Valorem Tax			472,784

CPA Summary

City of Arkansas City

2026

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
<b>Special Highway 21</b>			
Unencumbered Cash Balance Jan 1	560,535	1,022,494	1,163,273
Receipts:			
State of Kansas Gas Tax	321,846	316,870	316,870
County Transfers Gas	55,504	48,260	48,260
KDOT Federal Exchange Funds	449,099	152,142	0
Grants	0	0	1,783,032
Reimbursed Expense	259	0	0
Lease Proceeds	0	0	285,000
Miscellaneous	0	0	0
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>826,708</b>	<b>517,272</b>	<b>2,433,162</b>
<b>Resources Available:</b>	<b>1,387,243</b>	<b>1,539,766</b>	<b>3,596,435</b>
Expenditures:			
Contractual Services	96,040	35,000	2,578,359
Commodities	190,805	283,000	320,000
Capital Outlay	25,855	0	285,000
Debt Service	52,049	58,493	53,526
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>364,749</b>	<b>376,493</b>	<b>3,236,885</b>
Unencumbered Cash Balance Dec 31	1,022,494	1,163,273	359,550
2024/2025/2026 Budget Authority Amount	715,100	2,190,482	3,236,885

Adopted Budget

Adopted Budget	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
<b>Special Recreation 20</b>			
Unencumbered Cash Balance Jan 1	49,083	50,201	42,563
Receipts:			
Local Liquor Enforcement Tax	18,780	16,862	18,267
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>18,780</b>	<b>16,862</b>	<b>18,267</b>
<b>Resources Available:</b>	<b>67,863</b>	<b>67,063</b>	<b>60,830</b>
Expenditures:			
Contractual	0	24,500	0
Commodities	10,528	0	3,500
Capital Outlay	7,134	0	57,330
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>17,662</b>	<b>24,500</b>	<b>60,830</b>
Unencumbered Cash Balance Dec 31	50,201	42,563	0
2024/2025/2026 Budget Authority Amount	70,425	81,090	60,830

**CPA Summary**

City of Arkansas City

2026

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget	Prior Year	Current Year	Proposed Budget
<b>Tourism 23</b>	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	110,708	143,884	163,507
Receipts:			
Transient Guest Tax	153,842	160,000	160,000
Contributions/Donations	11,893	11,846	12,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>165,735</b>	<b>171,846</b>	<b>172,000</b>
<b>Resources Available:</b>	<b>276,443</b>	<b>315,730</b>	<b>335,507</b>
Expenditures:			
Contractual Services	132,559	152,223	112,000
Commodities	0	0	223,507
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>132,559</b>	<b>152,223</b>	<b>335,507</b>
Unencumbered Cash Balance Dec 31	143,884	163,507	0
2024/2025/2026 Budget Authority Amount	272,922	344,708	335,507

Adopted Budget

	Prior Year	Current Year	Proposed Budget
<b>Special Alcohol 26</b>	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	81,601	79,709	71,571
Receipts:			
Local Liquor Enforcement Tax	18,781	16,862	18,267
Donations	1,125	0	0
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>19,906</b>	<b>16,862</b>	<b>18,267</b>
<b>Resources Available:</b>	<b>101,507</b>	<b>96,571</b>	<b>89,838</b>
Expenditures:			
Contractual Services	4,300	5,000	8,000
Commodities	17,498	20,000	81,838
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>21,798</b>	<b>25,000</b>	<b>89,838</b>
Unencumbered Cash Balance Dec 31	79,709	71,571	0
2024/2025/2026 Budget Authority Amount	111,739	87,608	89,838

**CPA Summary**

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
<b>Land Bank 31</b>	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	16,609	17,990	17,673
Receipts:			
Sale of Property	1,501	2,000	5,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>1,501</b>	<b>2,000</b>	<b>5,000</b>
<b>Resources Available:</b>	<b>18,110</b>	<b>19,990</b>	<b>22,673</b>
Expenditures:			
Capital Outlay	120	2,317	22,673
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>120</b>	<b>2,317</b>	<b>22,673</b>
Unencumbered Cash Balance Dec 31	17,990	17,673	0
2024/2025/2026 Budget Authority Amount	21,451	21,489	22,673

Adopted Budget

	Prior Year	Current Year	Proposed Budget
<b>Municipalities Fight Addiction 32</b>	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	32,235	72,314	78,369
Receipts:			
Settlement Funds	40,079	6,055	30,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>40,079</b>	<b>6,055</b>	<b>30,000</b>
<b>Resources Available:</b>	<b>72,314</b>	<b>78,369</b>	<b>108,369</b>
Expenditures:			
Appropriations	0	0	108,369
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>108,369</b>
Unencumbered Cash Balance Dec 31	72,314	78,369	0
2024/2025/2026 Budget Authority Amount	59,253	70,415	108,369

<b>CPA Summary</b>
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FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
CID Sales Tax 57	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	0	0	0
Receipts:			
Sales Tax	79,084	85,000	87,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>79,084</b>	<b>85,000</b>	<b>87,000</b>
<b>Resources Available:</b>	<b>79,084</b>	<b>85,000</b>	<b>87,000</b>
Expenditures:			
Appropriations	79,084	85,000	87,000
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>79,084</b>	<b>85,000</b>	<b>87,000</b>
Unencumbered Cash Balance Dec 31	0	0	0
2024/2025/2026 Budget Authority Amount	85,000	85,000	87,000

Adopted Budget

Stormwater 15	Prior Year	Current Year	Proposed Budget
	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	458,654	670,144	717,702
Receipts:			
Charges for Service	348,804	375,000	365,000
Penalties	2,904	1,900	2,500
Lease Proceeds			
Transfer from Sewer Fund	50,000	0	0
Interest on Idle Funds	25,747	18,000	18,000
Miscellaneous	3		
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>427,458</b>	<b>394,900</b>	<b>385,500</b>
<b>Resources Available:</b>	<b>886,112</b>	<b>1,065,044</b>	<b>1,103,202</b>
Expenditures:			
Personnel Services	186,177	211,653	278,789
Contractual Services	6,599	6,000	2,000
Commodities	8,558	15,200	15,600
Capital Outlay	14,634	23,889	203,635
Capital Improvements	0	50,000	50,000
Debt Service	0	40,600	32,125
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>215,968</b>	<b>347,342</b>	<b>582,149</b>
Unencumbered Cash Balance Dec 31	670,144	717,702	521,053
2024/2025/2026 Budget Authority Amount	443,070	611,552	582,149

CPA Summary
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City of Arkansas City

2026

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget Water 16	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Unencumbered Cash Balance Jan 1	3,440,910	2,202,830	2,280,698
Receipts:			
Water Receipts	4,941,801	5,480,000	5,800,000
Connection Fees	73,937	71,000	63,000
Penalties	32,197	34,000	32,000
Reimbursed Expense	0	100	0
Sale of Assets	34,321	8,250	0
Interest on Idle Funds	135,980	76,000	70,000
Debt/Lease Proceeds	0	0	600,000
SRF Loan Proceeds	0	7,000,000	5,000,000
Miscellaneous	36,634	77,983	25,000
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>5,254,870</b>	<b>12,747,333</b>	<b>11,590,000</b>
<b>Resources Available:</b>	<b>8,695,780</b>	<b>14,950,163</b>	<b>13,870,698</b>
Expenditures:			
Personnel Services	975,244	1,093,431	1,310,886
Contractual Services	1,927,115	3,364,355	1,137,800
Commodities	1,004,537	1,007,600	1,117,500
Capital Outlay	584,567	192,146	823,000
Capital Improvements		5,000,000	5,000,000
Operating Transfers:			
Transfer to General Fund	400,000	400,000	400,000
Transfer to Debt Service Fund	1,489,775	1,485,650	0
Fleet Management Lease	111,712	103,000	111,000
Debt Service	0	23,283	1,590,608
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>6,492,950</b>	<b>12,669,465</b>	<b>11,490,794</b>
Unencumbered Cash Balance Dec 31	2,202,830	2,280,698	2,379,904
2024/2025/2026 Budget Authority Amount	6,937,448	10,918,777	11,490,794

See Tab C

Adopted Budget

Sewer 18	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Unencumbered Cash Balance Jan 1	3,961,446	5,545,786	4,368,404
Receipts:			
Wastewater Receipts	2,826,002	2,890,000	2,800,000
Penalties	27,081	27,000	25,000
Reimbursed Expense	0		
Loan/Lease Proceeds	1,010,312	0	650,000
Sale of Assets	6,250		
Interest on Idle Funds	225,620	160,000	150,000
Miscellaneous	3,847	5,000	2,000
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>4,099,112</b>	<b>3,082,000</b>	<b>3,627,000</b>
<b>Resources Available:</b>	<b>8,060,558</b>	<b>8,627,786</b>	<b>7,995,404</b>
Expenditures:			
Personnel Services	667,397	862,867	900,673
Contractual Services	234,096	335,200	353,650
Commodities	278,564	264,650	348,150
Capital Outlay	158,590	43,980	689,500
Operating Transfers:			
Transfer to General Fund	550,000	550,000	550,000
Transfer to Stormwater Fund	50,000	0	0
Fleet Management Lease	0	0	0
Capital Improvements	34,641	1,661,199	385,000
Debt Service	541,484	541,486	645,285
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>2,514,772</b>	<b>4,259,382</b>	<b>3,872,258</b>
Unencumbered Cash Balance Dec 31	5,545,786	4,368,404	4,123,146
2024/2025/2026 Budget Authority Amount	2,976,359	3,163,565	3,872,258

See Tab C

CPA Summary

City of Arkansas City

2026

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget	Prior Year	Current Year	Proposed Budget
<b>Sanitation 19</b>	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	1,313,236	1,731,034	1,812,920
Receipts:			
Sanitation Fees	1,901,265	1,950,000	1,900,000
Service Fees	13,092	14,500	7,000
Penalties	17,286	16,000	15,000
Sale of Assets	11,486	0	0
Lease Proceeds	0	0	330,000
Interest on Idle Funds	78,276	58,000	55,000
Miscellaneous	86	0	0
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>2,021,491</b>	<b>2,038,500</b>	<b>2,307,000</b>
<b>Resources Available:</b>	<b>3,334,727</b>	<b>3,769,534</b>	<b>4,119,920</b>
Expenditures:			
Personnel Services	799,912	915,764	1,023,568
Contractual Services	403,619	485,600	505,100
Commodities	149,085	205,050	200,050
Capital Outlay	40,084	138,200	373,000
Operating Transfers:			
Transfer to General Fund	200,000	200,000	200,000
Debt Service	0	0	78,500
Fleet Management Lease	10,993	12,000	12,000
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>1,603,693</b>	<b>1,956,614</b>	<b>2,392,218</b>
Unencumbered Cash Balance Dec 31	1,731,034	1,812,920	1,727,702
2024/2025/2026 Budget Authority Amount	1,882,780	2,001,069	2,392,218

Adopted Budget

Adopted Budget	Prior Year	Current Year	Proposed Budget
<b>Healthcare Sales Tax 44</b>	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	0	0	0
Receipts:			
Sales Tax	1,903,145	2,100,000	2,200,000
Compensating Use Tax	448,607	500,000	550,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>2,351,752</b>	<b>2,600,000</b>	<b>2,750,000</b>
<b>Resources Available:</b>	<b>2,351,752</b>	<b>2,600,000</b>	<b>2,750,000</b>
Expenditures:			
Appropriations to Trustee	2,351,752	2,600,000	2,750,000
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>2,351,752</b>	<b>2,600,000</b>	<b>2,750,000</b>
Unencumbered Cash Balance Dec 31	0	0	0
2024/2025/2026 Budget Authority Amount	2,500,000	2,600,000	2,750,000

**CPA Summary**



2026

Adopted Budget <b>Unpledged Healthcare Sales Tax 45</b>	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Unencumbered Cash Balance Jan 1	30,403	130,212	78,912
Receipts:			
Sales Tax	100,166	99,400	130,000
Interest on Idle Funds	3,743	3,500	1,500
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>103,909</b>	<b>102,900</b>	<b>131,500</b>
<b>Resources Available:</b>	<b>134,312</b>	<b>233,112</b>	<b>210,412</b>
Expenditures:			
Healthcare Appropriations	0	150,000	204,412
Contractual	4,100	4,200	6,000
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>4,100</b>	<b>154,200</b>	<b>210,412</b>
Unencumbered Cash Balance Dec 31	130,212	78,912	0
2024/2025/2026 Budget Authority Amount	252,800	250,003	210,412

City of Arkansas City

NON-BUDGETED FUNDS (A)  
(Only the actual budget year for 2024 is reported)

2026

Non-Budgeted Funds-A

(1) Fund Name:		(2) Fund Name:		(3) Fund Name:		(4) Fund Name:		(5) Fund Name:		
Equipment Reserve 54		Capital Improvement 68		Special Law Enf Trust Fund 29						
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Total
Cash Balance Jan 1	184,746	Cash Balance Jan 1	1,547,319	Cash Balance Jan 1	2,848	Cash Balance Jan 1		Cash Balance Jan 1		1,734,913
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
		Interest	70,704							
		Donations	37,383							
Total Receipts	0	Total Receipts	108,087	Total Receipts	0	Total Receipts	0	Total Receipts	0	108,087
Resources Available:	184,746	Resources Available:	1,655,406	Resources Available:	2,848	Resources Available:	0	Resources Available:	0	1,843,000
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
		Contractual	11,377							
		Capital Outlay	394,478							
Total Expenditures	0	Total Expenditures	405,855	Total Expenditures	0	Total Expenditures	0	Total Expenditures	0	405,855
Cash Balance Dec 31	184,746	Cash Balance Dec 31	1,249,551	Cash Balance Dec 31	2,848	Cash Balance Dec 31	0	Cash Balance Dec 31	0	1,437,145
										1,437,145

\*\*Note: These two block figures should agree.

CPA Summary
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## 2026

**City of Arkansas City**

Detailed budget information is available at City Hall and will be available at this hearing.

Proposed Budget 2026 Expenditures and Amount of 2025 Ad Valorem Tax establish the maximum limits of the 2026 budget.

	Prior Year Actual for 2024		Current Year Estimate for 2025		Proposed Budget Year for 2026		
FUND	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2025 Ad Valorem Tax	Proposed Estimated Tax Rate *
General	11,685,945	50.489	14,194,435	51.922	15,273,985	4,830,404	51.994
Debt Service	2,496,148	7.176	1,946,455	5.323	1,113,794	110,691	1.191
Library	448,915	5.409	479,410	5.345	500,000	472,784	5.089
Special Highway 21	364,749		376,493		3,236,885		
Special Recreation 20	17,662		24,500		60,830		
Tourism 23	132,559		152,223		335,507		
Special Alcohol 26	21,798		25,000		89,838		
Land Bank 31	120		2,317		22,673		
Municipalities Fight Addiction 32	0		0		108,369		
CID Sales Tax 57	79,084		85,000		87,000		
Stormwater 15	215,968		347,342		582,149		
Water 16	6,492,950		12,669,465		11,490,794		
Sewer 18	2,514,772		4,259,382		3,872,258		
Sanitation 19	1,603,693		1,956,614		2,392,218		
Healthcare Sales Tax 44	2,351,752		2,600,000		2,750,000		
Unpledged Healthcare Sales Tax 45	4,100		154,200		210,412		
Non-Budgeted Funds-A	405,855						
Totals	28,836,070	63.074	39,272,836	62.590	42,126,712	5,413,879	58.274
Revenue Neutral Rate**							57.478
Less: Transfers	2,689,775		2,635,650		1,150,000		
Net Expenditure	26,146,295		36,637,186		40,976,712		
Total Tax Levied	4,906,483		5,339,912		xxxxxx		
Assessed Valuation	77,705,705		85,317,389		92,903,280		
Outstanding Indebtedness, January 1,	2023		2024		2025		
G.O. Bonds	23,080,000		21,765,000		19,830,000		
Revenue Bonds	16,415,000		15,955,000		10,640,000		
Other	9,500,000		9,291,483		9,473,037		
Lease Purchase Principal	519,146		417,801		313,525		
Total	49,514,146		47,429,284		40,256,563		

**\*\*Revenue Neutral Rate as defined by KSA 79-2988**

City Official Title: Finance Director/Treasurer



## City Commission Agenda Item

Meeting Date: September 2, 2025

From: Shana Adkisson, Communication Director &  
Matt Metzinger, IT Manager

Item: CivicPlus - Website Redesign and ADA Compliance  
Services Agreement

**Motion:** A Resolution authorizing the City of Arkansas City to enter into an agreement with CivicPlus for website redesign and hosting services, including AudioEye accessibility integration and Guardian Security protection to the City's website on an annual basis, for an initial term amount not to exceed \$10,600.00.  
(Voice Vote)

**Background:** The City of Arkansas City is currently under contract with CivicPlus for its website platform. However, the existing platform is built on an older version of Drupal that will reach end-of-life in November 2025.

The Department of Justice has set April 26, 2027, as the compliance deadline for municipalities under 50,000 in population to ensure their websites are accessible under the Americans with Disabilities Act (ADA), Title II Web Rule. The proposed upgrade includes integration with AudioEye, CivicPlus' accessibility partner.

The proposal also includes Guardian Security, a Cloudflare-powered Web Application Firewall (WAF) and Content Delivery Network (CDN). This feature helps safeguard the City's website and resident data against cyber threats and disruptions.

The initial term cost is \$10,600, 100 % invoiced on initial term start date, duration from 1-1-2026 to 12-31-2026, with an automatic renewal term of Jan. 1<sup>st</sup> annually each calendar year, unless 60 days-notice cancellation provided prior to renewal date. Annual recurring services are \$10,600 with an annual uplift of 5% to be applied in year 2.

**Commission Options:**

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

**Fiscal Impact:** Amount: **\$10,600.00 initial term 100 % invoiced beginning 1-1-2026 to 12-31-2026; annual renewal with 5% uplift beginning year 2.**

<b>Fund:</b> 01-General	<b>Department:</b> 203-City Manager Dept.	<b>Expense Code:</b> 7505-Computer Software
01-General	209-Finance	7505-Computer Software
01-General	310-Fire/EMS	7505-Computer Software
01-General	421-Law Enforcement	7505-Computer Software
16-Water	209-Finance	7505-Computer Software
18-Sewer	209-Finance	7505-Computer Software
19-Sanitation	209-Finance	7505-Computer Software

☒ Included in budget

☐ Grant

☐ Bonds

☒ Other Not Budgeted

**Attachments:**

- Resolution, Contract, AudioEye Benefit Explanation, Central Starter Standard Proposal

**Approved for Agenda by:**

Randy Frazer, City Manager

**RESOLUTION NO. 2025-09-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO AN AGREEMENT WITH CIVICPLUS FOR WEBSITE REDESIGN AND HOSTING SERVICES, INCLUDING AUDIOEYE ACCESSIBILITY INTEGRATION AND GUARDIAN SECURITY PROTECTION TO THE CITY'S WEBSITE ON AN ANNUAL BASIS, FOR AN INITIAL TERM AMOUNT NOT TO EXCEED \$10,600.00.**

**WHEREAS**, The Department of Justice has set April 26, 2027, as the compliance deadline for municipalities under 50,000 in population to ensure their websites are accessible under the Americans with Disabilities Act (ADA), Title II Web Rule; and

**WHEREAS**, the initial term cost is \$10,600, 100 % invoiced on initial term start date, duration from 1-1-2026 to 12-31-2026, with an automatic renewal term of Jan. 1<sup>st</sup> annually, each calendar year, unless 60 days-notice cancellation provided prior to renewal date. Annual recurring services are \$10,600 with an annual uplift of 5% to be applied in year 2.

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to enter into an agreement with CivicPlus for website redesign and hosting services, including AudioEye accessibility integration and Guardian Security protection to the City's website on an annual basis, for an initial term amount not to exceed \$10,600.00.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 2<sup>nd</sup> day of September 2025.

(Seal)

\_\_\_\_\_  
Chad D. Beeson, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-09-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on September 2, 2025, as the same appears of record in my office.

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

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

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:****Date:****Expires On:**

Statement of Work

Q-97765-1

4/4/2025 2:46 PM

9/30/2025

**Client:**

City of Arkansas City, KS

**Bill To:**

ARKANSAS CITY CITY, KANSAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
				Net 30

## One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Migration Standard Implementation	Includes Full Setup and Configuration of Website Design Selected From 1 of 5 Layout Options
1.00	Content Migration	All Publicly Available Non-time Sensitive Published Content Migrated While Maintaining Formatting. Spelling & Links Check Completed.
1.00	Group Training	3 Seats of Pre-scheduled Joint Training Sessions Up-to 3-Hours per Session
1.00	Meeting Migration	All Publicly Available Word / PDF Formatted Meetings and Agendas Migrated

## Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Municipal Websites Central: Starter Hosting and Security Annual Fee	Municipal Websites Central: Module Based Hosting and Security Annual Fee
1.00	Standard Department Header Annual Fee - Municipal Websites	Standard Department Header Annual Fee: Fire and EMS
1.00	Standard Department Header Annual Fee - Municipal Websites	Standard Department Header Annual Fee: Police
1.00	Municipal Websites Central : Starter Standard Annual Fee	Municipal Websites Central : Starter Standard Annual Fee
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: <a href="https://www.arkcity.org/">https://www.arkcity.org/</a>

QTY	PRODUCT NAME	DESCRIPTION
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: <a href="https://www.arkcity.org/">https://www.arkcity.org/</a>
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection
1.00	AudioEye Managed	AudioEye Managed: <a href="https://www.arkcity.org/">https://www.arkcity.org/</a>

Total Investment - Initial Term	USD 10,600.00
Annual Recurring Services (Subject to Uplift)	USD 10,600.00

Initial Term	1/1/2026 - 12/31/2026, Renewal Term 1/1 each calendar year
Initial Term Invoice Schedule	100% invoiced on Initial Term start date.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Acceptance of Quote # Q-97765-1**

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client SignatureCivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)





# Automated Accessibility Remediation by First-Hand Users of Assistive Technology

**Unlock digital accessibility excellence with CivicPlus® and AudioEye**

By harnessing the combined power of CivicPlus' local government expertise and AudioEye's accessibility know-how, you can make addressing website accessibility challenges an effortless, automated process.



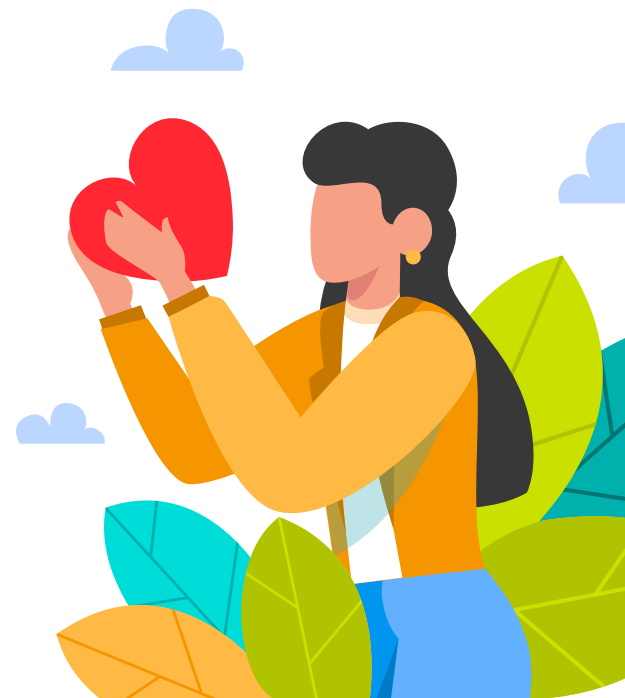
## What's Your Long-Term Accessibility Plan?

### Consider:

- Do you monitor your website content continuously for accessibility compliance?
- Do you have accessibility experts and legal support available to fix issues 24/7?
- Do you have in-depth knowledge of Web Content Accessibility Guidelines (WCAG) 2.2 and other state and federal regulations regarding digital accessibility?
- Does your parks and recreation software provide compliant digital interactions for your residents?

## Dependable Compliance and Accessibility Solutions

Websites are no longer static entities but living documents that continuously grow with updates and enhancements in an ever-evolving landscape of accessibility legislation. Identifying issues of accessibility on a government website is only half the battle. Once accessibility barriers are identified, they need to be fixed. Once fixed, the website will then require consistent monitoring to ensure that any new content meets accessibility standards. Delivering accessible and usable content is an ongoing commitment to your residents, and with the help of AudioEye, CivicPlus offers an end-to-end solution for digital accessibility, all while accommodating lean budgets and a hands-off approach.





## Three Core AudioEye Benefits:



**Focus on digital accessibility:** AudioEye specializes in providing powerful accessibility solutions. Even in cases where time and resources are limited, AudioEye offers a specialized suite of features tailored to your needs.



**User testing and insights:** AudioEye's A1liance user testing feature offers a solution to address your website's accessibility concerns. It leverages the firsthand experiences of individuals who use assistive technology, ensuring that your website complies with accessibility standards and provides an excellent user experience for residents with diverse accessibility needs.



**Certified accessible by AudioEye:** The AudioEye Trusted Certification accounts for continuous automated testing and response processes for accessibility barriers that arise, conforming with WCAG, and delivering equal access to all users.





## Five Key AudioEye Features:

AudioEye, our powerful accessibility solution partner, offers a wide range of features to enhance web accessibility compliance. Find five key features below:



**Expert Accessibility Remediation:** Go beyond platform-specific website remediation. The A11iance tester community reviews CivicPlus websites and helps inform AudioEye's product suite decision-making.



**AudioEye-Trusted Certification:** Display your commitment to accessibility through an AudioEye-Trusted Certification — the only site certification in the accessibility industry.



**Accessibility Legal Support and Help Desk:** Our team of legal experts will analyze claims for validity and assist you in responding line-by-line to your demand letter or legal request. Help desk staff provide end-user (resident) support from a team of experts capable of taking action. This bridge between local governments and disabled residents is often the first thing the Department of Justice (DOJ) looks for when investigation and enforcing accessibility policy.



**AudioEye Toolbar:** The free assistive tools embedded in the AudioEye Ally toolbar support the individualized needs of website users that leverage assistive technology and other tools to engage with digital content.



**Comprehensive Conformance Reporting:** Receive a summary of conformance evaluations and clickable tutorials and links directly to your pages, with instructions for implementing source code fixes.

CivicPlus, in partnership with AudioEye, offers an end-to-end for your digital accessibility needs. Our suite of features, combined with the expertise of AudioEye, guarantees that your website will be consumable for every member of your community.





## About CivicPlus

CivicPlus® is a trusted technology company dedicated to empowering government staff and powering exceptional digital experiences for residents. With a comprehensive suite of solutions that combine to form THE Modern Civic Experience Platform, we strive to create one-stop, frictionless, interactions that delight residents and help staff collaborate and work efficiently. As a result, government administrations that choose CivicPlus realize greater trust and satisfaction among their community members.

Backed by over 25 years of experience and leveraging the insights of more than 950 team members, our solutions are chosen by over 12,500 global entities and are used daily by over 340 million people in the U.S. and Canada alone. For more information, please visit [civicplus.com](https://civicplus.com).

## About AudioEye

AudioEye is a technology company providing digital accessibility solutions and is the industry's first and only single solution that is fully compatible with WCAG 2.1, as well as with new and updated digital accessibility standards.





## City Commission Agenda Item

Meeting Date: September 2, 2025  
 From: Nick Rizzio, Municipal Project Manager & Randy Frazer, City Manager  
 Item: Approval of CDGB **Grant Agreement No. 25-HR-001** with the Kansas Department of Commerce for Housing Rehabilitation Project

**Motion:** A Resolution authorizing the City of Arkansas City to enter into Grant Agreement No. 25-HR-001 with the Kansas Department of Commerce for a Community Development Block Grant in the amount of \$300,000 for the Housing Rehabilitation Project, with an additional \$50,000 in local match/KWAP funds, for a total project amount of \$350,000. **(Voice Vote)**

**Background:** The City of Arkansas City has been awarded a \$300,000 Community Development Block Grant (CDBG) from the Kansas Department of Commerce for housing rehabilitation, lead-based paint remediation, demolition, relocation, and housing inspection activities. The City will contribute an additional \$50,000 in matching funds from local and Kansas Weatherization Assistance Program (KWAP) sources, bringing the total project budget to \$350,000.

Under the terms of Grant Agreement No. 25-HR-001, the project will commence on September 1, 2025, and be completed by August 31, 2027. The grant will support the rehabilitation of qualifying homes, ensuring compliance with federal housing standards, addressing lead hazards, and improving the safety and quality of the City's housing stock. The City will be responsible for administering the grant in compliance with all applicable federal and state requirements, including procurement, environmental review, labor standards, and reporting.

The scope of work includes:

- **Housing Rehabilitation:** \$246,620 total (CDBG + KWAP/Local funds)
- **Lead-Based Paint Activities:** \$43,000
- **Demolition:** \$8,000
- **Relocation Assistance:** \$5,000
- **Housing Inspection:** \$13,000
- **Grant Administration:** \$34,380 (CDBG + local match)

Acceptance of this agreement will authorize the City Manager to execute the grant documents and proceed with project implementation according to program guidelines.

### **Commission Options:**

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

**Fiscal Impact: \$350,000 Total Project Cost.** Amount broken down by funds below.

### **Amount: \$300,000.00 - CDBG Grant Request**

Fund: Expenses will flow through CIP Fund. Grant will reimburse CIP Fund.

### **Amount: \$46,000.00 – KWAP Funds** (includes Landlord Funds)

Fund: Estimated \$31,000 in Weatherization Match Dollars as provided by SCKEDD .

Fund: Estimated \$15,000 in landlord costs as provided by SCKEDD.

### **Amount: 4,000 Local City Match**

Fund: 01 – General Fund Dept: 100 – General Govt. Expense Code: 6215 – Other Professional Services

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

**Attachments:**

- Expense breakdown sheet
- 5-13-2025 KWAP Est. Letter from SCKEDD.
- 8-7-2025 CDBG Grant Award Letter from KS Dept. of Commerce
- Grant Agreement No. 25-HR-001 Contract

**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

**RESOLUTION NO. 2025-09-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO GRANT AGREEMENT NO. 25-HR-001 WITH THE KANSAS DEPARTMENT OF COMMERCE FOR A COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$300,000 FOR THE HOUSING REHABILITATION PROJECT, WITH AN ADDITIONAL \$50,000 IN LOCAL MATCH/KWAP FUNDS, FOR A TOTAL PROJECT AMOUNT OF \$350,000.**

**WHEREAS,** The City of Arkansas City has been awarded a \$300,000 Community Development Block Grant (CDBG) from the Kansas Department of Commerce for housing rehabilitation, lead-based paint remediation, demolition, relocation, and housing inspection activities; and

**WHEREAS,** the City will contribute an additional \$50,000 in matching funds from local and Kansas Weatherization Assistance Program (KWAP) sources, bringing the total project budget to \$350,000; and

**WHEREAS,** Under the terms of Grant Agreement No. 25-HR-001, the project will commence on September 1, 2025, and be completed by August 31, 2027.

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to A Resolution authorizing the City of Arkansas City to enter into Grant Agreement No. 25-HR-001 with the Kansas Department of Commerce for a Community Development Block Grant in the amount of \$300,000 for the Housing Rehabilitation Project, with an additional \$50,000 in local match/KWAP funds, for a total project amount of \$350,000.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 2<sup>nd</sup> day of September 2025.

(Seal)

\_\_\_\_\_  
Chad D. Beeson, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-09-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on September 2, 2025, as the same appears of record in my office.

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

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

DRAFT

GRANTEE NAME: CITY OF ARKANSAS CITY

GRANT NUMBER: TBD

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
<b>1. Public Facilities/Construction</b>				
a. Water/Lines/Treatment				\$ -
b. Sewer/Lines/Treatment				\$ -
c. Street Improvements				\$ -
d. Drainage/Flood				\$ -
e. Center/Facility				\$ -
f. Other (Identify)				\$ -
g. Acquisition, including easements				\$ -
h. Engineering Design				\$ -
i. Construction Inspection				\$ -
j. Architectural Services				\$ -
k. Other Professional Services				\$ -
<b>Public Facility Activities Total</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>
<b>2. Housing Activities</b>				\$ -
a. Housing Rehabilitation	\$ 200,620.00	\$ 46,000.00	KWAP & Local Funds	\$ 246,620.00
b. Lead-Based Paint Activities	\$ 43,000.00			\$ 43,000.00
c. Demolition	\$ 8,000.00			\$ 8,000.00
d. Acquisition				\$ -
e. Relocation	\$ 5,000.00			\$ 5,000.00
f. New Construction				\$ -
g. Housing Inspection	\$ 13,000.00			\$ 13,000.00
<b>Housing Activities Total</b>	<b>\$ 269,620.00</b>	<b>\$ 46,000.00</b>		<b>\$ 315,620.00</b>
<b>3. Administration</b>				\$ -
a. Administrative Activities	\$ 30,000.00	\$ 4,000.00	City Match for ER	\$ 34,000.00
b. Legal	\$ 380.00			\$ 380.00
c. Audit				\$ -
<b>Administration Total</b>	<b>\$ 30,380.00</b>	<b>\$ 4,000.00</b>		<b>\$ 34,380.00</b>
<b>ALL ACTIVITIES TOTAL</b>	<b>\$ 300,000.00</b>	<b>\$ 50,000.00</b>		<b>\$ 350,000.00</b>

Rev. 2/2016

**From:** [Megan Unruh](#)  
**To:** [Tiffany Parsons](#)  
**Subject:** Local Grant Budget Breakdown  
**Date:** Thursday, August 28, 2025 12:02:27 PM  
**Attachments:** [image.png](#)  
[image.png](#)  
[image.png](#)  
[image.png](#)  
[image.png](#)

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Hi Tiffany!

Below please find the estimated local match for the Housing Grant.  
Only \$4,000 for the ER will come from City funds.

Local Match:

\$31,000 in Estimated KWAP funds  
\$15,000 in Estimated LL Costs  
\$4,000 **firm** in City funds for the ER

Let me know if I can help with anything else!

Thanks!



**Megan Unruh**  
*Grant Administrator*

[munruh@sckedd.org](mailto:munruh@sckedd.org)  
(316) 440-3472  
9730 E 50th St N.  
Bel Aire, KS 67226

<http://www.sckedd.org/>



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May 13<sup>th</sup>, 2025

Chad Beeson, Mayor  
City of Arkansas City  
118 W. Central Ave  
Arkansas City, KS 67005

**Serving the  
Economic Needs  
of South Central  
Kansas.**

Re: 2025 CDBG Housing Rehabilitation Application

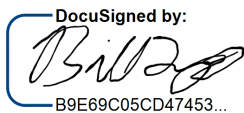
Dear Mayor Beeson,

SCKEDD supports the City's application to the Kansas Department of Commerce for a Community Development Block Grant (CDBG) housing rehabilitation grant to assist with the renovations of at a minimum nine (9) residential structures in the City of Arkansas City.

SCKEDD will commit approximately \$31,000.00 in Kansas Weatherization Assistance Program (KWAP) grant funds to the project. This is with the understanding that KWAP funds can only be spent on homes occupied by residents that meet KWAP eligibility rules. With our assistance, we believe it will be possible to commit the funds quickly and complete the project in a timely manner.

We look forward to working together with the City of Arkansas City to ensure that the CDBG Housing Rehabilitation project is a success.

Sincerely,

DocuSigned by:  
  
B9E69C05CD47453...

Bill Lampe  
Executive Director, SCKEDD

**Butler**  
**Chautauqua**  
**Cowley**  
**Elk Greenwood**  
**Harper Harvey**  
**Kingman**  
**Marion**  
**McPherson**  
**Reno**  
**Rice**  
**Sedgwick**  
**Sumner**

**9720 E. 50th Street  
Bel Aire, Kansas  
67226  
p:316.262.7035  
800.326.8353  
f:316.262.7062  
[www.sckedd.org](http://www.sckedd.org)**

Department of Commerce  
1000 S.W. Jackson St., Suite 100  
Topeka, KS 66612-1354  
David C. Toland, Secretary



Phone: (785) 296-3481  
Fax: (785) 296-5055  
[KansasCommerce.gov](http://KansasCommerce.gov)  
Laura Kelly, Governor

August 7, 2025

The Honorable Chad Beeson  
Mayor, City of Arkansas City  
118 West Central  
Arkansas City, KS 67005

**RE: Award/Condition Letter for CDBG Grant No. 25-HR-001 Contract**

Dear Mayor Beeson:

On behalf of Governor Laura Kelly, I am pleased to award the City of Arkansas City a grant of \$300,000 through the Kansas Small Cities Community Development Block Grant program. Added to the local contribution of \$50,000, the total estimated project cost will be \$350,000. This award will provide a portion of the needed funding for your housing rehabilitation project.

The CDBG funds awarded to you are contingent upon the State's receipt of funding from the U.S. Department of Housing and Urban Development. Representatives from Commerce will contact you soon to guide you through the steps required to finalize the contract between the City and the State. Please note that this award is subject to the successful fulfillment of all applicable contractual requirements.

The contract between the Grantee and the State must be fully executed by **October 1, 2025**. The official start date for this award is **September 1, 2025**. **Please note that this Award/Condition Letter is part of the CDBG contract and should be reviewed in detail.**

Grantee shall ensure compliance with the Violence Against Women Act of 1994 (VAWA), as amended. VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault, and stalking in many HUD programs, including CDBG. In general, the VAWA rule provides that an applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the application or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

Neither the Grantee nor any of their representatives or contractors including public or private nonprofits or for-profit entities may commit HUD assistance to the project or a project activity until Commerce has approved the Grantee's request for the release of funds and environmental certification. Further, no Grantee or their representatives or contractors may commit non-HUD funds for an activity or project if

The Honorable Chad Beeson  
Mayor, City of Arkansas City  
August 7, 2025  
Page 2

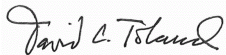
the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. Examples of choice limiting activities include acquisition of real property, demolition, construction, conversion, leasing, repair or rehabilitation activities. Environmental reviews shall begin after the grant award date and must be cleared within six months from that date. Be aware that should a contract not be executed with the State, any cost incurred toward a project will be borne by the Grantee.

The project must have the first three rehabilitation contracts awarded within one year from the contract start date of September 1, 2025, and have two rehabilitations completed in the following quarter.  
Demolition cannot occur until three rehabilitations have been completed. **Failure to meet the construction contract deadline or any other program timelines may result in withdrawal of the grant.**

Your Project Manager, Tim Parks, will be contacting you to schedule a post award meeting with the City to discuss executing the contracts and the next steps. We look forward to assisting you in implementing this project.

The Community Development Block Grant program has been successful in meeting community needs for more than 35 years. Congratulations on developing a fine project that will help your community prosper!

Sincerely,



David C. Toland  
Lt. Governor/Secretary of Commerce

DT:TP:cav

STATE OF KANSAS  
GRANT AGREEMENT NO. **25-HR-001**  
between the

STATE OF KANSAS  
DEPARTMENT OF COMMERCE

and the

**CITY OF ARKANSAS CITY**

**I. Grant Agreement**

- A. This Grant Agreement, hereinafter called “Agreement,” is between the State of Kansas, Department of Commerce, and its representative, hereinafter called “Department” and the **CITY OF ARKANSAS CITY**, Kansas, hereinafter called the “Grantee.” This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee’s APPROVED PROJECT APPLICATION dated **AUGUST 7, 2025**, (attached and incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department’s files) and the GRANTEE HANDBOOK (which is located at <https://www.kansascommerce.gov/wp-content/uploads/2024/11/2024-GRANTEE-HANDBOOK-10-29-2024-update.pdf> and incorporated by reference as Attachment D).

**II. Authority**

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called “the Federal Act.” As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee’s Community Development Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

**III. Description of Activities**

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

**IV. Period of Performance**

The period of performance for all activities assisted by this Agreement shall commence on **SEPTEMBER 1, 2025**, hereinafter called the “Commencement Date,” and shall be complete on **AUGUST 31, 2027**, hereinafter called the “Completion Date,” except those activities required for close-out and final audit.

**V. Compensation**

- A. In consideration of the Grantee’s satisfactory performance of the work required under this Agreement and the Grantee’s compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$300,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Grantee shall provide **\$50,000** in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$300,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.
- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.



- E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of this section are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

## **VI. Indemnification**

The Grantee shall indemnify, defend, and hold harmless the State of Kansas and its officers and employees from any liabilities, claims, suits, judgments, and damages arising because of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

## **VII. Obligations of Grantee**

- A. All the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.

## **VIII. Environmental Review Compliance**

- A. This Agreement is subject to the requirements of the National Environmental Policy Act of 1969 (P.L. 01-190, as amended), and the environmental review procedures as set forth in 24 CFR Part 58. The Grantee shall:
1. Determine the need for an environmental review;
  2. Conduct a formal environmental review of the project's environmental impact, if necessary, either through an Environmental Assessment or Categorically Excluded Statutory Checklist review;
  3. Maintain a written documentation of the environmental review determination made for the project;
  4. Comply with procedures, standards, and guidelines contained in federal statutes and regulations; and
  5. Follow required procedures in submitting a Request for Release of Funds (RROF) to the Department and in seeking certification.
- B. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the Department under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- C. The Grantee agrees to assume all the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of the Federal Act. The Grantee shall not delegate the Environmental Review responsibilities.

## **IX. Program Costs**

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's procedures as described in the Grantee Handbook (the "Department's Procedures") and as required under 2 CFR Part 200. Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total “Small Cities CDBG Funds” expended for “Administration” shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this Agreement.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required under 24 CFR 58 has been completed and the Department has issued the “Notice of Release of Funds.”
- E. Any program activities performed by the Grantee in the period between notification of award and the Commencement Date shall be performed at the sole risk of the Grantee. In the event this Agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during the period of performance shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be more than approved budget; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

#### **X. Requisition of Grant Funds**

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than once a week or in amounts less than \$3,000 and in no more than \$200,000. Requisitions greater than \$200,000 must be pre-approved by the Department.
- B. The Grantee shall establish procedures to ensure that Treasury funds received through requisition process shall be expended within three (3) business days of receipt of the funds in the Grantee depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

#### **XI. Depositories for Program Funds**

- A. The Grantee shall maintain a separate record for money received under the Community Development Program. The only funds that shall be included in this record are:
  - 1. Moneys received from the Department.
  - 2. Program income earned through program activities.
- B. Any interest earned on CDBG grant funds shall be remitted to the Department for subsequent return to the United States Treasury.

#### **XII. Financial Management**

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.

- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
1. Maintenance of separate accounting records and source documentation for the Community Development Program;
  2. Provision for accurate, current and complete disclosure of the financial status of the Program;
  3. Establishment of records of budgets and expenditures for each approved project;
  4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
  5. Provision of financial status reports in the form specified by the Department;
  6. Compliance with the Department's audit requirements (2 CFR Part 200); and
  7. Consistency with generally accepted accounting principles unless a waiver of GAAP has been received by the Grantee from the Department.

### **XIII. Monitoring and Reporting**

- A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Progress Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

### **XIV. Procurement Procedures**

- A. The Grantee shall use established local procurement procedures which reflect applicable federal, State, and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. In accordance with the procurement requirements of the Department's Procedures, the Grantee will give opportunity for free, open, and competitive bidding for each contract to be let by the Grantee that is (a) for more than \$25,000 and (b) for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work as part of the Program unless the local procurement policy is stricter. Procurement of goods and services procured with only local funds shall be governed by local procurement policies and as further described in the Department's Procedures.
- C. In accordance with the procurement requirements of the Department's Procedures, the Grantee shall follow the "competitive negotiations" requirements for the procurement of consultants and other professional services. The Grantee shall follow Small Purchases requirements for the procurement of supplies or services with costs under \$25,000, including soliciting three quotes from potential vendors.
- D. The Grantee and its subrecipients, if any, must take affirmative steps to ensure that small and minority firms and women-owned enterprises are solicited and used when possible.
- E. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered in support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

**XV. Bonding Requirements**

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. In accordance with the Department's Procedures, the Department has established bonding and insurance requirements for construction or rehabilitation and the bids and contracts that exceed \$25,000. For all contracts less than \$25,000, the Grantee will follow local policies and procedures relating to bonding and insurance, however, the Department recommends some type of security be secured for these contracts. The following types of bonds are required for contracts \$25,000 and above per Department's Procedures:
- A bid guarantee from each bidder equivalent to five (5) percent of the bid price, secured by a bid bond or certified check;
  - A 100 percent "performance bond" on the part of the contractor to secure fulfillment of all the contractor's obligations under the contract; and
  - A 100 percent "payment bond" on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate, modify and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

**XVI. Program Income**

- A. For the purposes of this Agreement, "Program Income" is defined in 24 CFR 580.489(e). Program Income means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department. Such income may include proceeds from the sale of real property, interest earned on revolving loan funds, or loan payments. Program Income does not include interest earned on cash advances from the Department.
- B. It is the policy of the Department that funds received by the Grantee considered to be Program Income shall be immediately reported and returned to the Department. The Grantee may only retain Program Income with the direct approval of the Department.

**XVII. Program Close-out Procedures**

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee's files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- D. The Department retains the right to recover any amount of unobligated grant funds.
- E. The Grantee shall account for any property acquired with grant funds or received from the federal or state government in accordance with the Department's property management procedures.

**XVIII. Termination for Convenience**

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

**XIX. Suspension or Termination-for-Cause**

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

**XX. Audit Requirements**

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical to the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Department's Procedures, which have adopted certain aspects of 2 CFR Part 200.
  - 1. If the local government expends \$1,000,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with the Audit Requirements in Subpart F of the 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
  - 2. If the local government expends less than \$1,000,000 in a fiscal year, it will be the option of the Department to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
  - 3. Grantee's will be required to submit the "audit information form" to the Department each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed because of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

**XXI. Retention of and Access to Records**

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.
- C. Any contract or agreement entered by the Grantee shall contain language comparable to subsection (B) to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.
- D. The Grantee shall make all project files and records available to the public following the Kansas Open Records Act (K.S.A. 42-215, et. seq.) requirements. The Grantee shall be responsible for ensuring public records which are exempt from disclosure are protected.

**XXII. Conflict of Interest**

- A. The Department has adopted a conflict-of-interest policy that incorporates the provisions of 24 CFR 570.611 and 2 CFR 200.112. The Kansas Conflict of Interest policy can be found in the Grantee Handbook.

- B. This policy is applicable in the procurement of supplies, equipment, construction, and services by Grantees and subrecipients. The policy also covers the acquisition and disposition of real property and the provisions of assistance by the Grantee or subrecipients to individuals, businesses, and other private entities in the form of grants, loans, or other assistance through eligible activities of the program which authorize assistance.
- C. This policy shall apply to any person who is an employee, elected or appointed official, agent, consultant, officer, or any immediate family member or business partner of the above, of the Grantee, or of any designated public agencies, or subrecipients which are receiving CDBG grant funds.
- D. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year afterward.
- E. The Grantee shall incorporate, or cause to be incorporated, in all third-party agreements, a provision prohibiting such conflict of interest pursuant to this Section.
- F. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Department.

### **XXIII. Equal Opportunity**

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended).

### **XXIV. Fair Housing**

Grantee will conform with the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing (AFFH). The requirement to affirmatively further fair housing dictates some form of action to be taken by the Grantee, not just passive compliance with existing laws and ordinances. This requirement is applicable to all CDBG funded activities, no matter the activity, and for each year the Grantee has an open CDBG grant.

Fair housing choice is the ability of persons of similar income levels to have available to them a like range of housing choices regardless of race, color, national origin, religion, sex, familial status, or disability. Grantee must make a commitment to affirmatively further fair housing in the community as a recipient of CDBG funds.

The Grantee must:

1. Identify a local contact to be fair housing representative and contact for complaints
2. Propose AFFH activities that inform the public and for each year of open CDBG grant

### **XXV. Waiver of Enforcement**

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all the provisions herein.

### **XXVI. Reversion of Assets**

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. The Grantee shall use CDBG purchased equipment for the approved project for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by CDBG. The Grantee must maintain property records that include a description of the property, a serial number or like, source of funding, title holder, acquisition date, cost of property, percentage of CDBG contribution to the original purchase, the location, the use and condition of property, and disposition data. The Grantee is required to conduct a physical inventory of the property owned and controlled by the Grantee at least annually. When equipment acquired with CDBG funds is no longer needed for the original project or program, the Grantee shall follow disposition requirements found in 2 CFR 200. Equipment with a fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the Department or HUD.
- C. The title to supplies purchased with CDBG funds will vest upon acquisition in the Grantee. When there is a residual inventory of unused supplies valued at \$10,000 or less, in the aggregate, at the end of the period of performance, the Grantee may retain the unused supplies with no further responsibility to the Department or HUD.

**XXVII. Change of Use of Real Property**

- A. For real property purchased with CDBG funds, the Grantee may not change the use or planned use of any property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, unless the Grantee provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:
  - 1. The new use of the property qualifies as meeting one of the national objectives and is not a building for the general conduct of government; or
  - 2. The requirements in paragraph (B) of this section are met.
- B. If the Grantee determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (A) of this section, it may retain or dispose of the property for the changed use if the State's CDBG program is reimbursed, at the discretion of the Department. The reimbursement shall be in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. However, if the change in use occurs five (5) years or more after the project closeout, the Grantee shall be allowed to use, or dispose of, the property with no further obligation to the Department or HUD.
- C. Following the reimbursement of the CDBG program in accordance with paragraph (B) of this section, the property will no longer be subject to any CDBG requirements.

**XXVIII. Labor Provisions**

- A. Except for housing rehabilitation projects on buildings designed to contain fewer than eight (8) units, each construction contract let by the Grantee pursuant to this Program shall comply with the governing federal labor standards and regulations set forth in 29 CFR Parts 1, 3, 5, 6, and 7. As such, the Grantee shall comply with all state and federal requirements pursuant to:
  - 1. Prevailing wage rates;
  - 2. Submittal of payrolls and related reports;
  - 3. Disputes concerning wage rates and classification of labor;
  - 4. Contract work hours and safety standards act overtime compensation;
  - 5. Termination; debarment; subcontractors; and
  - 6. Evidence of completion.
- B. This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and the HUD regulations issued at 24 CFR Part 75.
- C. Grantees must ensure all construction contracts more than \$2,000 comply with all applicable federal labor provisions, including:
  - 3. Section 110, Title I, Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301);
  - 4. Davis-Bacon Act (40 U.S.C. 276a – 276a-5);
  - 5. Copeland “Anti-Kickback” Act (47 U.S.C. 276c);
  - 6. Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 327-333);
  - 7. Fair Labor Standards Act – FLSA (20 U.S.C. 201 et seq);
  - 8. Title 29 Code of Federal Register (CFR), Parts 1, 2, 5, 6, and 7;
  - 9. Federal Labor Standards Compliance in Housing and Community Development Programs Administration and Enforcement Handbook (HUD Handbook No. 1344.1).
- D. All contractors are responsible for paying all employees working on a federally funded project the appropriate Davis-Bacon wage rate on a weekly basis. Other payment schedules such as bi-weekly, bi-monthly, monthly and the like are not acceptable. Contractors must submit payroll records weekly for each week in which any contract work is performed within seven (7) calendar days of the payment date. The Prime Contractor is responsible for submission of payrolls by all subcontractors.
- E. Grantees must develop a compliance and enforcement procedure that ensures all applicable labor standards requirements are met. The Grantee must designate a labor standards compliance officer to review and oversee the labor standards requirements.

# **XXIV. Budget Amendments and Other Changes**

- A. During the implementation of the grant project, the Grantee may revise the CDBG budget line items in the CONTRACT PROJECT BUDGET FORM; provided that:
1. The cumulative effect of the revision is to not make line-item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less;
  2. The change does not increase any professional services of the CDBG approved budget;
  3. The change will not significantly change the scope, location, or objectives of the approved activities; and
  4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.
- C. The Grantee shall notify the Department if, using other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.
- D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.
- E. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware CDBG regulations prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the general conduct of governmental business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

*Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.*

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

**DATED BY THE DEPARTMENT OF COMMERCE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.**

STATE OF KANSAS  
DEPARTMENT OF COMMERCE

By: \_\_\_\_\_  
CDBG Program  
Kansas Department of Commerce

By: \_\_\_\_\_  
Notary Public, State of Kansas

**City of Arkansas City** Kansas  
(Grantee)

By: \_\_\_\_\_  
(Name) (Title)

(SEAL)

ATTEST: \_\_\_\_\_  
(For the Grantee)



## SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **AUGUST 7, 2025**.
2. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
3. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
4. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.
5. The Grantee shall adhere to the Build America Buy America Act ("BABA"), as codified in 41 U.S.C. § 8301, and 2 C.F.R. Part 184 and in conformance with the Department's Procedures. Grantee understands that none of the funds provided under this award may be used for an infrastructure project unless:
  - (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
  - (2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
  - (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

*Incorporation into an infrastructure project.* The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Categorization of articles, materials, and supplies.* An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

*Application of the Buy America Preference by category.* An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

*Determining the cost of components for manufactured products.* In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

*Construction material standards.* The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- (5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- (6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
- (7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- (8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

### CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

GRANTEE NAME: CITY OF ARKANSAS CITY

GRANT NUMBER: 25-HR-001

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
<b>1. Public Facilities/Construction</b>				
a. Water/Lines/Treatment				\$ -
b. Sewer/Lines/Treatment				\$ -
c. Street Improvements				\$ -
d. Drainage/Flood				\$ -
e. Center/Facility				\$ -
f. Other (Identify)				\$ -
g. Acquisition, including easements				\$ -
h. Engineering Design				\$ -
i. Construction Inspection				\$ -
j. Architectural Services				\$ -
k. Other Professional Services				\$ -
<b>Public Facility Activities Total</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>
<b>2. Housing Activities</b>				\$ -
a. Housing Rehabilitation	\$ 200,620.00	\$ 46,000.00	KWAP & Local Funds	\$ 246,620.00
b. Lead-Based Paint Activities	\$ 43,000.00			\$ 43,000.00
c. Demolition	\$ 8,000.00			\$ 8,000.00
d. Acquisition				\$ -
e. Relocation	\$ 5,000.00			\$ 5,000.00
f. New Construction				\$ -
g. Housing Inspection	\$ 13,000.00			\$ 13,000.00
<b>Housing Activities Total</b>	<b>\$ 269,620.00</b>	<b>\$ 46,000.00</b>		<b>\$ 315,620.00</b>
<b>3. Administration</b>				\$ -
a. Administrative Activities	\$ 30,000.00	\$ 4,000.00	City Match for ER	\$ 34,000.00
b. Legal	\$ 380.00			\$ 380.00
c. Audit				\$ -
<b>Administration Total</b>	<b>\$ 30,380.00</b>	<b>\$ 4,000.00</b>		<b>\$ 34,380.00</b>
<b>ALL ACTIVITIES TOTAL</b>	<b>\$ 300,000.00</b>	<b>\$ 50,000.00</b>		<b>\$ 350,000.00</b>

Rev. 2/2016

**CERTIFICATION OF COMPANY  
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

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Signature, Title of Contractor

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Date

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Printed

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Name of Company

**CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN  
THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS**

Section , Item 2.

**WHEREAS**, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, “covered telecommunications equipment or services” is defined as:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**WHEREAS**, a “covered foreign country” means any of the following: (1) The People’s Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism<sup>1</sup>.

**WHEREAS**, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

**WHEREAS**, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

**WHEREAS**, the State of Kansas has an interest in protecting itself against threats related to foreign adversary’s exploitation of vulnerabilities in covered telecommunications equipment.

**THEREFORE**, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

**FURTHERMORE**, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

By signing the below, Contractor acknowledges and agrees to comply with the provisions of this policy.

**CONTRACTOR**

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date

<sup>1</sup> Designations of a “state sponsor of terrorism” may be found at the U.S. Department of State website. <https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism.>

## Policy Regarding Sexual Harassment

**WHEREAS**, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

**WHEREAS**, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

**WHEREAS**, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

**WHEREAS**, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

**NOW THEREFORE**, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

**Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.**

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

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Signature and Date

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Printed Name





## City Commission Agenda Item

Meeting Date: September 2, 2025  
 From: Public Services Department-Sanitation  
 Item: 2026 Sanitation Truck Bid  
 2500 Tradesman Reg Cab 4x4

**Motion:** A Resolution authorizing the City of Arkansas City accept a bid submitted by Zeller Motors of Arkansas City, KS, to purchase a 2026 Sanitation Truck, for an amount not to exceed \$44,050.00. **(Voice Vote)**

**Background:**

We requested bids for the Sanitation Truck from Zeller Motors and Friendly Ford, both in Arkansas City. Zeller Motors was selected for meeting all specifications and remaining within budget. The new 2026- 2500 Tradesman Reg Cab 4x4 truck will help with completing work orders and employee transportation.

The initial quote price was \$50,550 with a total bid amount of \$44,050, including a \$6,500 government discount.

**Commission Options:**

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

**Fiscal Impact:** Amount: \$44,050.00

Fund: **19 (Sanitation Fund)** Department: **541 (Contractual)** Expense Code: **7403 (Motor Vehicles)**

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

**Attachments:** Bid Tab and Zeller's quote.

**Approved for Agenda by:**

Randy Frazer, City Manager

**RESOLUTION NO. 2025-09-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A BID SUBMITTED BY ZELLER MOTORS OF ARKANSAS CITY, KS, TO PURCHASE A 2026 SANITATION TRUCK, FOR AN AMOUNT NOT TO EXCEED \$44,050.00.**

**WHEREAS:** The new 2026- 2500 Tradesman Reg Cab 4x4 truck will help with completing work orders and employee transportation; and

**WHEREAS:** Zeller Motors provided a quoted price was \$50,550 with a total bid amount of \$44,050, including a \$6,500 government discount.

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to accept a bid submitted by White Star Machinery & Supply, to purchase a new Bobcat Mini Excavator, for an amount not to exceed \$62,346.00.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 2<sup>nd</sup> day of September 2025.

(Seal)

\_\_\_\_\_  
Chad D. Beeson, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-09-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on September 2, 2025, as the same appears of record in my office.

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

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

## Sanitation Truck Bids

COMPANY	Zeller Motors	Friendly Ford
TRUCK MODEL	2026- 2500 Tradesman Reg Cab 4x4	2025-F250 4x4 Superduty
TOTAL COST	\$ 44,050.00	\$ 46,977.00
TRADE IN	NO TRADE IN	NO TRADE IN
NET COST	\$ 44,050.00	\$ 46,977.00
DELIVERY TIME	120 Days	120 Days
MEET SPECS	Yes-6.4L V8 Hemi HD Engine	Yes-Styleside Pickup/142
WARRANTY	Manufacturer Warranty	Manufacturer Warranty

Budgeted amount for this is \$100,000

Recommendation would be the 2026-2500 Tradesman Reg Cab 4x4-Due to meeting budget a specs

**ZELLER MOTORS**  
**3021 N SUMMIT ST**  
**ARKANSAS CITY, KS 670058819**

**Configuration Preview**

**Date Printed:** 2025-07-23 5:18 PM  
**Estimated Ship Date:**

**VIN:**  
**VON:**

**Quantity:** 1  
**Status:** BA - Pending order  
**FAN 1:** 00E2V City of Arkansas City  
**FAN 2:**  
**Client Code:**  
**Bid Number:** TB6065  
**PO Number:**

**Sold to:**  
**ZELLER MOTORS (45753)**  
**3021 N SUMMIT ST**  
**ARKANSAS CITY, KS 670058819**

**Ship to:**  
**ZELLER MOTORS (45753)**  
**3021 N SUMMIT ST**  
**ARKANSAS CITY, KS 670058819**

**Vehicle:** 2026 2500 TRADESMAN REG CAB 4X4 (140 in WB 8 ft 0 in Box) (DJ7L62)

	Sales Code	Description	MSRP(USD)
<b>Model:</b>	DJ7L62	2500 TRADESMAN REG CAB 4X4 (140 in WB 8 ft 0 in Box)	48,455
<b>Package:</b>	2UA	Customer Preferred Package 2UA	0
	ESL	6.4L V8 HEMI HD Engine	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0
<b>Paint/Seat/Trim:</b>	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
<b>Options:</b>	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
<b>Non Equipment:</b>	4FA	Special Bid-Ineligible For Incentive	0
<b>Bid Number:</b>	TB6065	Government Incentives	0
<b>Discounts:</b>	YG2	5.2 Additional Gallons of Gas	0
<b>Destination Fees:</b>			2,095

**Total Price:** 50,550

**Order Type:** Fleet  
**Scheduling Priority:** 1-Sold Order  
**Salesperson:**  
**Customer Name:**  
**Customer Address:**

**PSP Month/Week:**  
**Build Priority:** 99

- 6500  
44050

**Instructions:** USA

**Note:** This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.