



# City of Arkansas City

## CITY COMMISSION MEETING AGENDA

Tuesday, June 15, 2021 at 5:30 PM – 118 W Central Ave, Arkansas City, KS

Please join our meeting from your computer, tablet or smartphone

<https://global.gotomeeting.com/join/925648741>

You can also dial in using your phone: United States: +1 (571) 317-3122

Access Code: 925-648-741

### 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 July 2021 as Public Health Month in Arkansas City.

### III. Recognition of Visitors

### IV. Comments from the Audience for Items Not on the Agenda

*Per the Kansas Open Meetings Act, the City Commission is not required to entertain any comments from the public during any meeting, especially during a state of emergency. For hybrid or virtual meetings, the normal citizen comment process will be modified. Citizens who wish to address the City Commission are encouraged to contact City staff prior to this meeting to be placed on the agenda, with the consent of the Mayor. During this meeting, citizens who log into the meeting from their computer, tablet or smartphone are welcome to ask questions using the text Chat feature. Any questions will be forwarded from City staff to the Mayor, who may choose to allow further comment.*

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

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

### V. Consent Agenda (Voice Vote)

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

1. Approve the June 1, 2021, regular meeting minutes as written.
2. Approve a Resolution to adopt the Kansas Homeland Security Region G Hazard Mitigation Plan.
3. A Resolution authorizing the City of Arkansas City approve Addendum #3 to an existing agreement with Rural Fire District No. 5, to extend the term of that contract to provide fire services.
4. Ratify Mayor Scott Rogers’ appointments of Jason Brewer and Jill Smith to the Outstanding Student Award Committee.

5. Ratify Mayor Scott Rogers' reappointments of Jason O'Toole to the Arkansas City Recreation Commission and Debi Clark to the Cowley County Juvenile Corrections Advisory Board.

## VI. New Business

### Ordinances for Consideration

1. Consider an Ordinance exempting the application of K.S.A. 41-719(d) to allow the sale and consumption of alcoholic liquor at a designated area of Wilson Park during the City's 150th Celebration from 6 to 11 p.m. Friday, July 16, 2021, and during the 2021 Tacolalah Festival from 4 to 10 p.m. Saturday, July 17, 2021. **(Roll Call Vote)**
2. Consider an Ordinance authorizing the vacating of all of Compass Point Drive within the Replat of Compass Point Addition, Arkansas City, Cowley County, Kansas. **(Roll Call Vote)**

### Resolutions for Consideration

1. Consider a Resolution approving an agreement by and between the City of Arkansas City and TranSystems Corporation, of Wichita, for Professional Services to design and construct a Multimodal Transportation Master Plan for the City, utilizing Blue Cross Blue Shield of Kansas Pathways to a Healthy Kansas grant funds, for an amount not to exceed \$25,000.00. **(Voice Vote)**
2. Consider a Resolution adopting by reference the City's 2021 Comprehensive Fee Schedule and repealing Resolution No. 2021-03-3390. **(Voice Vote)**

## VII. Staff Report Presentations

### City Manager's Report on Upcoming Activities

1. Cowley Indoor Market
2. Ark City Community Band concerts
3. Juneteenth Celebration
4. Pop in the Park
5. Karl Faidley Summer Solstice Ball Drop
6. Arkansas City Farm and Art Markets
7. Coffee with a Cop
8. Chamber of Commerce BBQ Bash
9. City Commission study session
10. Fourth of July fireworks display
11. City Hall closed July 5 for Independence Day

## VIII. Communications and Reports

1. City Advisory Board Reports
2. May 2021 Financial Summary

## IX. Adjournment

*Office of the Mayor*  
**Arkansas City, Kansas**  
  
*Proclamation*

**WHEREAS**, in **June 1947**, the elected governing bodies of the City of Arkansas City, the City of Winfield, and the County of Cowley in Kansas deemed it necessary that the public health of the population would be best served and promoted by the creation of a Joint Board of Health; and

**WHEREAS**, in **July 1947**, the Health Status of Cowley County in Kansas was appraised by E.G. McGavran, M.D., Professor of Public Health and Preventative Medicine at the University of Kansas Medical Center, in conjunction with the American Public Health Association and recommendations made to the newly formed Joint Board of Health; and

**WHEREAS**, official functions of the newly founded City-Cowley County Health Department were then detailed to include: Health Education, Vital Statistics, Communicable Disease Control, Sexually Transmitted Disease Control, Tuberculosis Control, Maternal Health, Infant and Preschool Health, School Health, Adult Health and Hygiene, and General Sanitation; and

**WHEREAS**, the City-Cowley County Health Department has held true to the mission of Public Health in Cowley County and continues to Prevent Disease, Promote Health in all stages of life, and Protect Health through the adoption and enforcement of required safe sanitation practices for seventy-five (75) years; and

**NOW, THEREFORE**, I, Scott Rogers, Mayor of the City of Arkansas City, Kansas, do hereby proclaim that **July 2021** shall be celebrated as

**PUBLIC HEALTH MONTH**

in Arkansas City, Kansas, in honor of the seventy-five (75) years of continuous, excellent public health service from the City-Cowley County Health Department.

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

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*Name/Title: Scott Rogers, Mayor  
Date: June 15, 2021*



# City Commission Agenda Item

**Meeting Date:** June 15, 2021  
**From:** Andrew Lawson, Public Information Officer  
**Item:** June 1, 2021 Minutes

**Purpose:** Consent Agenda Item: Approve the June 1, 2021, 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.

**Attachments:**

**June 1, 2021 Minutes**

**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 of Arkansas City - Regular Meeting Minutes

The Arkansas City Board of City Commissioners met in regular session at **5:30 p.m. Tuesday, June 1, 2021**, in the Commission Room at City Hall, located at 118 W. Central Ave. in Arkansas City.

Vice Mayor **Kanyon Gingher** called the meeting to order. Commissioners also present at roll call were Commissioner **Duane L. Oestmann**, Commissioner **Jay Warren** and Commissioner **Karen Welch**, who participated via **GoToMeeting**. (Mayor **Scott Rogers** was out of town on vacation.)

City employees present at the meeting were City Manager **Randy Frazer** (*also participating via GoToMeeting*), City Attorney **Larry Schwartz**, City Clerk **Lesley Shook**, Public Information Officer **Andrew Lawson**, Management Assistant **Mike Crandall**, Interim Police Chief **Eric Burr**, Interim Fire Chief **Les Parks** and EMS Director **Jeri Smith**.

Citizens in attendance were **Sue Lancaster**, **Harrison Taylor** and Cowley CourierTraveler reporter **John Shelman**. The Etzanoa Conservancy was represented by Director **Sandy Randel**, President **David Ross**, Vice President **Anita Judd-Jenkins**, Treasurer **John Farrar** and board member **Foss Farrar** (*also representing the Arkansas City Historic Preservation Board, of which he is chairman*).

Commissioner Warren offered the opening prayer. Vice Mayor Gingher led the Pledge of Allegiance.

## Approval of the Agenda

At City Manager Frazer’s request, Commissioner Warren made a motion to amend the agenda by adding a first reading of an ordinance adopting the budgeted pay plan for 2021 and repealing **Ordinance No. 2021-04-4531** as **Item 3** under **New Business**.

Commissioner Oestmann seconded the motion. A voice vote was unanimous in favor of the motion. Vice Mayor Gingher declared the agenda **amended** as requested.

Commissioner Warren then made a motion to approve the agenda as amended. Commissioner Oestmann seconded the motion. A voice vote was **unanimous** in favor of the motion. Vice Mayor Gingher declared the agenda **approved** as amended.

## Awards and Proclamations

Vice Mayor Gingher issued a proclamation that **June 2021** is **Archaeology and Historic Preservation Month** in Arkansas City. The five **Etzanoa Conservancy** members in attendance received a copy of the proclamation on behalf of the Conservancy and Board Chairman Foss Farrar received a copy of the proclamation on behalf of the **Arkansas City Historic Preservation Board**.

## Consent Agenda

Commissioner Oestmann made a motion to approve the consent agenda, consisting of:

1. Approving the **May 18, 2021**, regular meeting minutes as amended.

# City Commission of Arkansas City - Regular Meeting Minutes

Commissioner Welch seconded the motion. A voice vote was **unanimous** in favor of the motion.

Vice Mayor Gingher declared the consent agenda **approved** as presented.

## **New Business**

### **15<sup>th</sup> Street Bridge Agreement** **Resolution No. 2021-06-3411**

City Clerk Shook presented for discussion a resolution authorizing the City to enter into an agreement with the Kansas Department of Transportation (KDOT) for the FY 2021 **Kansas Local Bridge Improvement Program** to replace the **15<sup>th</sup> Street Bridge** over the C Street Canal.

Management Assistant Crandall said the City previously applied for and was selected to receive up to **\$150,000.00** under the program. The State of Kansas will reimburse the City **90 percent** of the cost, with **10 percent** coming from the City. Constructed in 1915, it is the oldest bridge in the city.

Commissioner Warren made a motion to approve the resolution as presented. Commissioner Oestmann seconded the motion. A voice vote was **unanimous** in favor of the motion. Vice Mayor Gingher declared the resolution **approved** and given **Resolution No. 2021-06-3411**.

### **Purchase of 2022 Ambulance** **Resolution No. 2021-06-3412**

City Clerk Shook presented for discussion a resolution authorizing the City to purchase a **2022 Ford E450 Ambulance** for the **Ark City Fire-EMS Department** (ACFD) from Emergency Services Supply/Osage Ambulances, of Jefferson City, Missouri, for an amount not to exceed **\$162,854.00**.

EMS Director Smith said this new ambulance would replace an aging **2014 Ford E350 Ambulance** that has **172,580** miles on it and is experiencing a variety of mechanical and electrical issues.

This ambulance build would be completed in the spring of **2022**. All of ACFD's current ambulances, except the 2014 ambulance this build would replace, have been manufactured by Osage Ambulances. This project will be included in the 2022 budget and has been delayed a year.

Commissioner Warren made a motion to approve the resolution as presented. Vice Mayor Gingher seconded the motion. A voice vote was **unanimous** in favor of the motion. Vice Mayor Gingher declared the resolution **approved** and given **Resolution No. 2021-06-3412**.

### **Budgeted Pay Plan for 2021** **Ordinance No. 2021-06-4532**

City Clerk Shook presented for discussion a first reading of an ordinance adopting the budgeted pay plan for **2021** and repealing **Ordinance No. 2021-04-4531**.

# City Commission of Arkansas City - Regular Meeting Minutes

City Manager Frazer said the pay ordinance needs to be amended to remove the Neighborhood Services Division’s **Nuisance Abatement Inspector** position and replace it with a new “**Animal Control/Nuisance Abatement Officer**” position, which will be in **Pay Range 17**.

*(This position will replace one of the Arkansas City Police Department’s two Public Service Officer positions, which are in **Pay Range 19**, resulting in a net savings for the City and improved service.)*

Commissioner Oestmann made a motion to approve the ordinance as presented. Commissioner Welch seconded the motion. A roll call vote was **unanimous** in favor of the motion. Vice Mayor Gingher declared the ordinance **approved** and given **Ordinance No. 2021-06-4532**.

## City Manager’s Report on Upcoming Activities

Public Information Officer Lawson provided the commissioners with the following reminders:

- The **Ark City Community Band** will kick off its historic 150<sup>th</sup> consecutive season with a concert starting at **7:30 p.m. June 3** at the Wilson Park rotunda. Concerts will follow each Thursday at the same time and place through **July 15** (*a special 150<sup>th</sup> anniversary concert*).
- The seventh annual **Arkansas City Area Chamber of Commerce golf tournament** will be held from **9 a.m. to noon June 5** at Great Life Golf & Fitness, located at 8731 U.S. 166.
- Chefs from around the nation will be coming to **Creekstone Farms** to tour the plant and enjoy an evening of fine Kansas dining on **6 p.m. June 7**.
- The next **RISE Cowley** steering committee meeting will be at **10 a.m. June 8** at the Cowley County Courthouse, located at 311 E. Ninth Ave. in Winfield.
- The next monthly **Cowley County Legislative Committee** meeting is at **noon June 8** at the Winfield Area Chamber of Commerce office, located at 123 E. Ninth Ave.
- The **Arkansas City Farm and Art Market** will continue its 2021 season from **4 to 6:30 p.m. June 8** and **June 15** (*and each Tuesday through September*) at the Wilson Park rotunda.
- The Oklahoma FreeWheel will end its statewide route from about **8 a.m. to noon June 12**. Approximately 300 cyclists from all across Oklahoma will finish the event in downtown Ark City and dine here. Visit Ark City will have a welcome area for them at the finish line. Downtown restaurants will see business as riders will want to eat before they head home.
- The City did not receive **\$227,500.00** in Cost Share funding from KDOT for the **North Summit Street Resurfacing Project**. Only 30 of the 177 applications received were funded.

City Manager Frazer said retail consultant Rickey Hayes will have a report for the commission at the **June 11** study session. He reminded commissioners about the League of Kansas Municipalities (LKM) **Leadership Summit and Kansas Mayors Conference**, which is **June 18-19** in Lawrence.

## Adjournment

Commissioner Warren made a motion to adjourn the meeting. Commissioner Oestmann seconded the motion. A voice vote was **unanimous** in favor of the motion.

# City Commission of Arkansas City - Regular Meeting Minutes

Vice Mayor Gingher declared the meeting adjourned at **5:56 p.m.**

## THE CITY OF ARKANSAS CITY BOARD OF CITY COMMISSIONERS

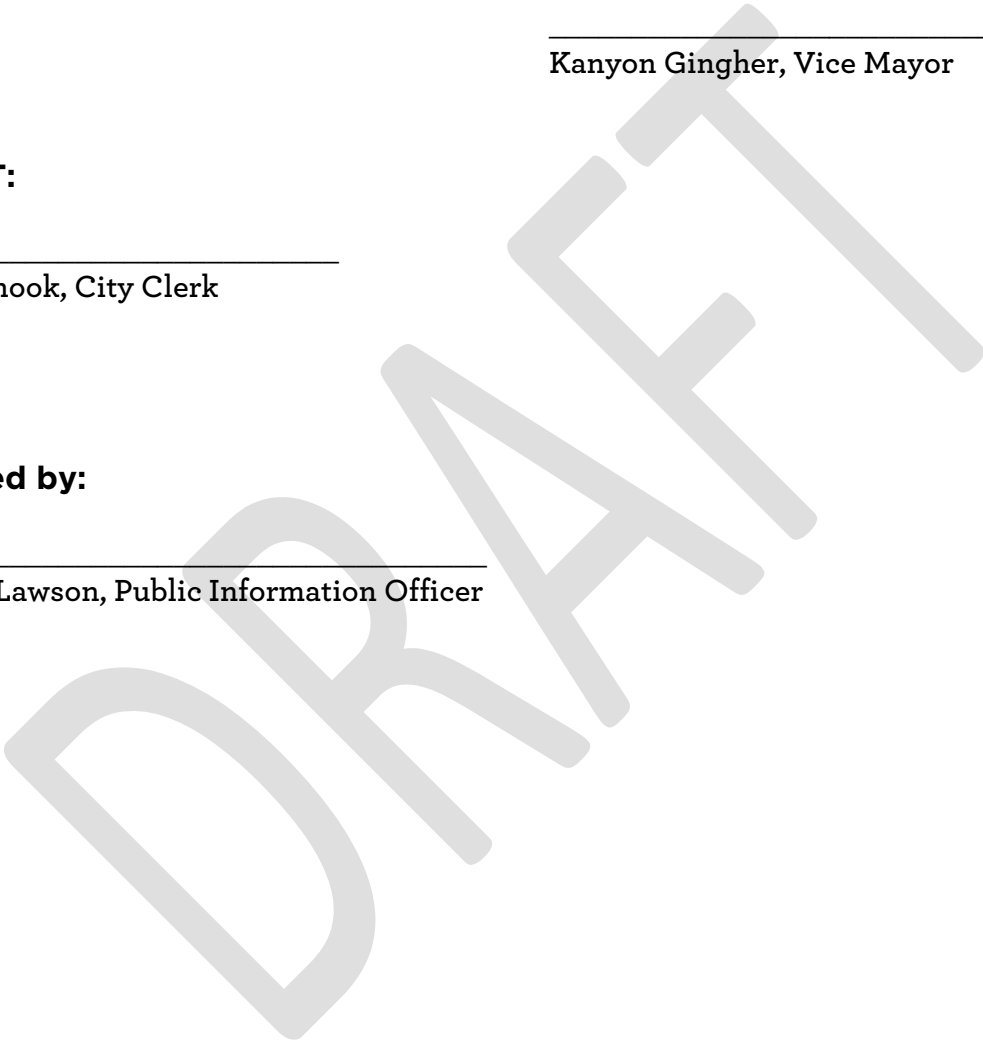
\_\_\_\_\_  
Kanyon Gingher, Vice Mayor

**ATTEST:**

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

**Prepared by:**

\_\_\_\_\_  
Andrew Lawson, Public Information Officer







# City Commission Agenda Item

**Meeting Date:** June 15, 2021  
**From:** Chet Ranzau, Captain Fire/EMS  
**Item:** Kansas Homeland Security Hazard Mitigation Plan

**Purpose:** Consider a Resolution to adopt the Kansas Homeland Security Region G Hazard Mitigation Plan.  
**(Voice Vote)**

**Background:**

In 2019, with help and input from cities, townships, and many other entities, Cowley County completed an update of the County's Regional Hazard Mitigation Plan. This plan identifies and ranks the hazards we face as a community as well as the steps that each jurisdiction or entity is already taking or would like to take to lessen the risk of these hazards.

The last step of this update process is for each participating entity to formally adopt the new version of the plan. This is done by a resolution passed by the governing body. Among several reasons to adopt the plan, it is a required step in order to be eligible for certain types of federal funding. While this is different than the FEMA Public Assistance process that many of us are more used to, several entities within Cowley County have applied for and received funding for projects under the Hazard Mitigation Grant Program since this plan was updated.

**Commission Options:**

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

**Fiscal Impact:**

Amount: None

Fund: \_\_\_\_\_ Department: \_\_\_\_\_ Expense Code: \_\_\_\_\_  
 \_\_\_\_\_ Included in Budget \_\_\_\_\_ Grant \_\_\_\_\_ Bonds \_\_\_\_\_ Other (explain)

**Approved for Agenda by:**



Randy Frazer, City Manager

**RESOLUTION NO. 2021-06-**

**A RESOLUTION TO ADOPT THE KANSAS HOMELAND SECURITY REGION G HAZARD MITIGATION PLAN**

**WHEREAS**, The City of Arkansas City recognizes the threat that natural hazards pose to people and property within our community; and

**WHEREAS**, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

**WHEREAS**, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

**WHEREAS**, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

**WHEREAS**, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

**WHEREAS**, The City of Arkansas City fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

**WHEREAS**, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Homeland Security Region G Hazard Mitigation Plan, and have approved it contingent upon this official adoption of the participating governing body; and

**WHEREAS**, The City of Arkansas City desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Homeland Security Region G Hazard Mitigation Plan; and

**WHEREAS**, adoption by the governing body for the City of Arkansas City demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals and objectives outlined in this plan, and

**WHEREAS**, adoption of this plan legitimizes it and authorizes responsible agencies to carry out their responsibilities under the plan.

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, KS hereby adopts the Kansas Homeland Security Region G Hazard Mitigation Plan as an official plan.

**SECTION TWO:** The City of Arkansas City will submit this Adoption Resolution to the Kansas Division of Emergency Management and FEMA Region VII officials to enable the plan’s final approval.

**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 15<sup>th</sup> day of June, 2021.

(Seal)

\_\_\_\_\_  
Scott Rogers, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2021-06-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on June 15, 2021. as the same appears of record in my office.

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

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



# City Commission Agenda Item

**Meeting Date:** June 15, 2021  
**From:** Les Parks, Interim Fire Chief  
**Item:** Rural Fire District No. 5 Agreement

**Purpose:** A Resolution authorizing the City of Arkansas City approve Addendum #3 to an existing agreement with Rural Fire District No. 5, to extend the term of that contract to provide fire services.

**Background:**

The attached addendum No. 3 extends the agreement for an additional four-year term for fire protection services. All other terms and conditions remain without change. The agreement will commence on the 1<sup>st</sup> day of January 2022, and end on the 31<sup>st</sup> day of December 2025.

**Commission Options:**

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

**Fiscal Impact:**

Amount:

Fund: \_\_\_\_\_ Included in Budget      Department: \_\_\_\_\_ Grant      \_\_\_\_\_ Bonds      Expense Code: \_\_\_\_\_ Other (explain)

**Approved for Agenda by:**

\_\_\_\_\_  
Randy Frazer, City Manager

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY APPROVE ADDENDUM #3 TO AN EXISTING AGREEMENT WITH RURAL FIRE DISTRICT NO. 5, TO EXTEND THE TERM OF THAT CONTRACT TO PROVIDE FIRE SERVICES.**

**WHEREAS**, on the 15<sup>th</sup> day of May, 2007, the Governing Body adopted Resolution No. 2007-05-2402, authorizing a contract to provide fire services to Rural Fire District No. 5; and

**WHEREAS**, on the 6<sup>th</sup> day of March, 2012, the Governing Body adopted Resolution No. 2012-03-2760, authorizing Addendum #1, extending the term of the original contract to provide fire service.

**WHEREAS**, on the 18<sup>th</sup> day of October, 2016, the Governing Body adopted Resolution No. 2016-10-3051, authorizing Addendum #2, extending the term of the original contract to provide fire service.

**WHEREAS**, the parties desire to once again extend the term of the Agreement, and otherwise maintain all other terms and conditions without change.

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

**SECTION ONE:** The Governing Body of the City of Arkansas City hereby authorizes the Mayor of the City of Arkansas City to execute Addendum #3, to the May 15, 2007 Agreement with Fire District No. 5 whereby the Arkansas City Fire Department provide fire response services to the area served by Rural Fire District No. 5 until December 31, 2025. Such Addendum is attached hereto and incorporated by reference as if fully set forth herein.

**SECTION TWO:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the Mayor and/or City Manager 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 will be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City, Kansas.

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 15<sup>th</sup> day of June, 2021.

(Seal)

\_\_\_\_\_  
Scott Rogers, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2021-06-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on June 15, 2021 as the same appears of record in my office.

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

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

**Addendum No 3. To an Existing Agreement**

This document is in reference to a contact agreement dated May 15, 2007, attached hereto and referenced herein between the City of Arkansas City, Kansas a municipal corporation herein as referred to as "City" and Rural Fire District No. 5, Cowley County, Kansas herein after referred to as "Fire District". This document as references the previous Addendum No. 1 and Addendum No. 2 to an Existing Agreement dated June 15<sup>th</sup>, 2021 attached hereto and referenced herein.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes as outline below. This additional shall be made valid as if they are included in the original stated contract.

**SECTION ONE-TERM**

This four-year agreement for fire protection service shall commence on the 1<sup>st</sup> day of January 2022, and end on the 31<sup>st</sup> day of December 2025. Renegotiations for extensions or renewal of this agreement shall commence January 15 and be completed prior to March 15 of the year proceeding the effective renewal date, so as to allow the City and Fire District sufficient time for calculation and preparation of their respective annual budgets.

Either party to this agreement may terminate the same by giving the other party notice on or before March 15 of the year proceeding the effective renewal date. Notice shall be deemed given if delivered by certified mail, return receipt requested, addressed to the parties as follows:

- City manager, City of Arkansas City, 118 W. Central, Arkansas City, Kansas 67005
- Board of County Commissioners, Cowley County Courthouse, 311 E. 9<sup>th</sup>, Winfield, Kansas 6716

No other terms or conditions of the above-mentioned contract shall be negated or changed as of result of this here stated addendum. This addendum is made and entered into this 15<sup>th</sup> day of June 2021.

CITY OF ARKANSAS CITY, KANSAS

\_\_\_\_\_  
Mayor

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

RURAL FIRE DEISTRIC #5  
COWLEY COUNTY, KANSAS

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Chairman  
Board of County Commissioners

ATTEST: \_\_\_\_\_  
County Clerk

**Addendum No. 2 to an Existing Agreement**

This document is in reference to a contract agreement dated May 15, 2007 attached hereto and referenced herein between the City of Arkansas City, Kansas, a municipal corporation herein after referred to as "City" and Rural Fire District No. 5, Cowley County, Kansas herein after referred to as "Fire District". This document also references the previous Addendum No. 1 to an Existing Agreement dated March 6, 2012 attached hereto and referenced herein.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes as outlined below. This addition shall be made valid as if they are included in the original stated contract.

**SECTION ONE - TERM.**

This four-year agreement for fire protection service shall commence on the 1<sup>st</sup> day of January 2017, and end on the 31<sup>st</sup> day of December 2021. Renegotiations for extensions or renewal of this agreement shall commence January 15 and be completed prior to March 15 of the year preceding the effective renewal date, so as to allow the City and Fire District sufficient time for calculation and preparation of their respective annual budgets.

Either party to this agreement may terminate the same by giving the other party notice on or before March 15 of the year preceding the effective renewal date. Notice shall be deemed given if delivered by certified mail, return receipt requested, addressed to the parties as follows:

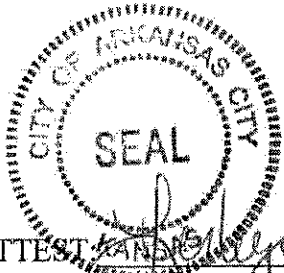
City Manager, City of Arkansas City, 118 W. Central, Arkansas City, Kansas 67005;

Board of County Commissioners, Cowley County Courthouse, 311 E 9<sup>th</sup>, Winfield, Kansas 67156.

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum. This addendum is made and entered into this 18 day of Nov., 2016.



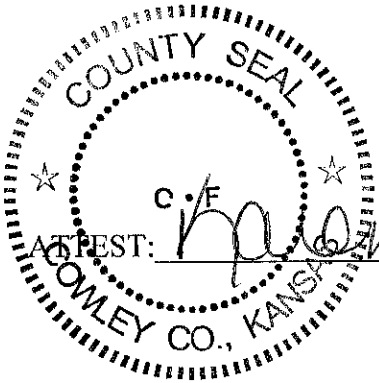
CITY OF ARKANSAS CITY, KANSAS



ATTEST: *Jessie Shora*  
City Clerk

*Deane L. Bestman*  
Mayor

RURAL FIRE DISTRICT #5  
COWLEY COUNTY, KANSAS



ATTEST: *Harmon Madison*  
County Clerk

*Alan [Signature]*  
Chairman  
Board of County Commissioners  
Cowley County, Kansas

RESOLUTION NO. 2016-10-3051

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY APPROVE ADDENDUM #2 TO AGREEMENT WITH RURAL FIRE DISTRICT NO. 5, TO EXTEND THE TERM OF THAT CONTRACT TO PROVIDE FIRE SERVICES.

WHEREAS, on the 15<sup>th</sup> day of May, 2007, the Governing Body adopted Resolution No. 2007-05-2402, authorizing a contract to provide fire services to Rural Fire District No. 5; and

WHEREAS, on the 6<sup>th</sup> Day of March, 2012, the Governing Body adopted Resolution No. 2012-03-2760, authorizing Addendum #1, extending the term of the original contract to provide fire service.

WHEREAS, the parties desire to once again extend the term of the Agreement, and otherwise maintain all other terms and conditions without change.


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

SECTION ONE: The Governing Body of the City of Arkansas City hereby authorizes the Mayor of the City of Arkansas City to execute Addendum #2, to the May 15, 2007 Agreement with Fire District No. 5 whereby the Arkansas City Fire Department provide fire response services to the area served by Rural Fire District No. 5 until December 31, 2021. Such Addendum is attached hereto and incorporated by reference as if fully set forth herein.

SECTION TWO: This Resolution will be in full force and effect from its date of passage by the City Commission of the City of Arkansas City.

SECTION THREE: The Mayor, City Clerk, and/or City Administration are hereby authorized and directed to execute any and all documents necessary to consummate the legislative purposes and intents as expressed in this Legislative Enactment, and, if executed by the Mayor (or other person authorized by law to act in the event of the absence or inability of the Mayor to act), the City Clerk is directed to attest to and affix the official seal of the City thereon; the City Manager shall act as the official representative of the City for this and all subsequent related activities.

ADOPTED AND APPROVED by the governing body of the Arkansas City, Kansas, on October 18, 2016.

ATTEST:    
 Lesley Shook   
 Lesley Shook, City Clerk

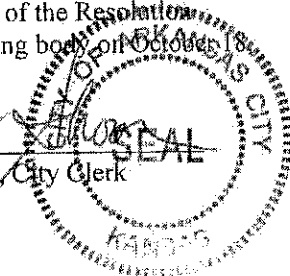
Duane L. Oestmann   
 Duane L. Oestmann, Mayor

APPROVED AS TO FORM   
 Tamara Niles   
 Tamara Niles, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2016-10-3051 of the City of Arkansas City, Kansas adopted by the governing body on October 18, 2016 as the same appears of record in my office.

DATED: 10-25-16

Lesley Shook   
 Lesley Shook, City Clerk   
 

## AGREEMENT

THIS AGREEMENT, made and entered into this <sup>2007</sup> 15 day of May, by and between the City of Arkansas City, Kansas, a municipal corporation, hereinafter referred to as "City" and Rural Fire District No. 5, Cowley County, Kansas, hereinafter referred to as "Fire District".

**WHEREAS**, the said Fire District is established and organized under the provisions of K.S.A. 19-3601 et seq. and all acts amendatory thereof and supplemental thereto, which district is supervised by the Cowley County Board of Commissioners who constitutes the governing body of said Fire District pursuant to K.S.A. 19-3601 and all acts amendatory thereof and supplemental thereto.

**WHEREAS**, the said Fire District desires to receive from the City certain fire protection as hereinafter set forth, and the City is willing and able to furnish such fire protection, and both the Fire District and the City desire to contract with reference thereto.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements of the parties hereto, the Fire District and the City agree as follows:

### **SECTION ONE – TERM.**

This five-year agreement for Fire Protection Service shall commence on the 1st day of January 2008, and end on the 31st day of December 2012. Renegotiations for the extensions or renewal of this agreement shall commence January 15 and be completed prior to March 15 of the year preceding the effective renewal date, so as to allow the City and the Fire District sufficient time for calculation and preparation of their respective annual budgets.

Either party to this Agreement may terminate the same by giving the other party notice on or before March 15 of the year preceding the effective renewal date. Notice

shall be deemed given if delivered by certified mail, return receipt requested, addressed to the parties as follows:

City Manager, City of Arkansas City, 118 W. Central, Arkansas City, Kansas 67005;

Board of County Commissioners, Cowley County Courthouse, 311 E. 9<sup>th</sup> Avenue, Winfield, Kansas 67156.

**SECTION TWO - FIRE PROTECTION.**

The City, during the effective term of this Agreement, shall furnish firefighting and related emergency services, utilizing paid on call and regular firemen employed by the City, and fire fighting apparatus and equipment owned and operated by the City, all as the fire chief, or officer in charge may determine, to the District, INCLUDING, for structure fires, rural fire service by response with fire fighting apparatus having a minimum pumping capacity of 500 G.P.M. (gallons per minute) and a minimum of 1,000 gallons of water.

**SECTION THREE - FEE.**

The Fire District shall annually make and pay to the City a 7.0 mill levy in budget years 2008, 2009, 2010, and a 7.5 mill levy in budget years 2011 and 2012 (see Appendix A for annual levy and valuation projections) upon all of the taxable tangible property located within the fire district, specifically including the following:

- (a) Motor Vehicle Tax levied pursuant to K.S.A. 79-5111;
- (b) Recreational Vehicle Tax levied pursuant to K.S.A. 79-5123
- (c) 16/20 Vehicle Tax levied pursuant to K.S.A. 79-5105(a).

Payments will be due within 15 working days after each and every tax distribution throughout the year by the County Treasurer of Cowley County, Kansas. Said monies shall be used by the City to assist in maintaining equipment, apparatus, salaries, insurance premiums, and any other items of expense connected with the services to be performed by the City under this Agreement.

Additionally, the Fire District shall make a one-time lump sum payment to the City in the approximate amount of \$50,000, based upon the total amount available in the current Fire District fund at the end of Budget Year 2007. This payment shall be made by February 1<sup>st</sup> of 2008.

**SECTION FOUR - UNREPORTED BURNINGS.**

The Fire District shall advise all of its residents that any resident desiring to initiate a "controlled burning" of yards, pastures, or deteriorated buildings shall provide notice of burning in advance and upon completion thereof.

**SECTION FIVE - INDEMNITY.**

To the fullest extent permitted by applicable law, the parties hereto each agree to indemnify, protect, defend and hold the other harmless from any and all claims, damages, losses, causes of action, suits, judgments and expenses, including attorney's fees caused by the negligence of said party.

**SECTION SIX - DISTRICT'S PUBLICATION EXPENSES.**

The City shall pay the legal publication expenses of the Fire District which are required of the District to discharge its responsibilities under this agreement.

**SECTION SEVEN – FIRE REPORTS.**

The City agrees prior to April 1, following each calendar year included in the effective term of this agreement, to furnish the Fire District an annual report for each fire alarm responded to within said District including the nature, location and other pertinent information concerning each such fire or alarm.

**SECTION EIGHT – NON-EXCLUSIVE CONTRACT.**

This contract shall not be considered as exclusive and the Fire District acknowledges that the City may enter into similar agreements with other fire districts, municipalities or governmental agencies.

**SECTION NINE – INDEPENDENT CONTRACTOR.**

The parties understand and agree that the services provided by City are as an independent contractor. City shall have the absolute authority and discretion to determine how to perform the services provided herein. City may contract with other municipalities for the purpose of providing the same or similar services for which City has contracted herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf respectively by the Mayor of the City of Arkansas City, Kansas, duly attested by the City Clerk, and by the Chairman of the Board of County Commissioners, Cowley County, Kansas, duly attested by the County Clerk, the day and year first above written.

CITY OF ARKANSAS CITY, KANSAS

By *Dorothy Smith*  
Dorothy Smith, Mayor

ATTEST:  
SEAL  
*Michael Cox*  
Michael Cox, City Clerk

RURAL FIRE DISTRICT NO. 5  
COWLEY COUNTY, KANSAS

By *Dick Bonfy*  
Dick Bonfy, Chairman  
Board of County Commissioners  
Cowley County, Kansas

ATTEST:  
COUNTY SEAL  
O.F.  
COWLEY CO., KANSAS  
*Karen D. Brooks*  
Karen D. Brooks, County Clerk

Appendix A

The following chart is a breakdown of the annual mill levy and the projected valuations for the 2008-2012 period of the referenced agreement between Arkansas City and Rural Fire District #5.

**Projected Revenue from a 7 Mill Tax Levy during first 3 Yrs & 7.5 Mill Levy during last 2 Yrs of Fire Service Agreement.**

Tax Year	Budget Year	Estimated Valuation <sup>3</sup>	Mill Levy	Projected Ad Valorem Revenue <sup>1</sup>	Projected Vehicle Tax Revenue <sup>2</sup>	Projected Total Revenue
One Time Flat Payment on January 1, 2008.						\$ 46,000
2007	2008	26,342,147	7.000	\$ 175,175	\$ 24,418 <sup>4</sup>	\$ 199,593
2008	2009	27,303,635	7.000	\$ 181,569	\$ 32,427 <sup>5</sup>	\$ 213,996
2009	2010	28,300,218	7.000	\$ 188,196	\$ 32,427 <sup>5</sup>	\$ 220,623
2010	2011	29,333,176	7.500	\$ 208,999	\$ 32,427 <sup>5</sup>	\$ 241,426
2011	2012	30,403,837	7.500	\$ 216,627	\$ 32,427 <sup>5</sup>	\$ 249,054

<sup>1</sup> Projected Revenue adjusted to take into account a 5% Delinquency Rate.

<sup>2</sup> Includes projected Motor, Recreational & 16/20M Vehicle Tax Revenue.

<sup>3</sup> Over the last 4 years the Valuation has grown roughly an average of 3.65% per year.

<sup>4</sup> Based on estimate from County Treasurer's Office.

<sup>5</sup> Vehicle tax revenue should go back up again after 2008.





# City Commission Agenda Item

**Meeting Date:** June 15, 2021  
**From:** Andrew Lawson, Public Information Officer  
**Item:** Board Appointments

**Purpose:** Consent Agenda Item: Ratify Mayor Scott Rogers' appointments of Jason Brewer and Jill Smith to the Outstanding Student Award Committee.

**Background:**

Prior to this year's Outstanding Student Award interview cycle, the three-year (3) terms of **Carol House** and **Chris Tackett** both expired on **February 1, 2021**. Neither wished to be reappointed or to participate this year.

As a result, both seats were left vacant for the time being and now need to be filled. Both **Jason Brewer** and **Jill Smith**, the attached applicants, expressed interest in serving on the committee after this year's award process.

Mr. Brewer is a local attorney with connections to Ark City Christian Academy (ACCA), which will be helpful as the committee meets in **August** to start planning how to interview and judge ACCA and homeschooled students.

Mrs. Smith is vice president of lending at RCB Bank and has served previously on several scholarship committees.

Staff and Mayor Rogers think both Brewer and Smith would be positive additions to this committee and recommend their appointment to full three-year (3) terms, expiring **February 1, 2024**. An additional term, vacated by the recent resignation of **Luke Wise**, will expire **February 1, 2023**, and still needs to be filled. There is one other current applicant, but staff would like to solicit additional interest before filling this vacancy sometime in **July**.

**Commission Options:**

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

**Attachments:**

**Board Vacancies; Jason Brewer's Application Form; Jill Smith's Application Form**

**Approved for Agenda by:**

Randy Frazer, City Manager

## Board Vacancies as of June 9, 2021

Board, Commission, Committee or Council	Board and/or Staff Recommendations	Applications Received (or Interest Expressed)
<b>Arkansas City Public Library Board of Trustees</b>		Joni Curl, <i>Micah Fry, Jayna Munson, Latresha Swopes</i>
<b>Community Spirit Award Committee — 1 Vacancy</b>		Joni Curl
<b>Equal Opportunity and Accessibility Advisory Board</b>		Karla Gallegos Perez, Iris Turner
<b>Northwest Community Center Advisory Board — 1 Vacancy</b>		<b>Accepting applications!</b>
<b>Outstanding Student Award Committee — 3 Vacancies</b>	<b>Jason Brewer, Jill Smith</b>	Joni Curl, <i>Robin Henderson</i>
<b>Public Building Commission — 1 Vacancy</b>		<i>Dan Jurkovich, Cody Richardson, John Sturd</i>

## Potential Upcoming Reappointments

Board/Commission/Committee/Council	Member(s) / Term Expiration Date	Notes
Community Spirit Award Committee	Curtis Freeland / January 1, 2021 <i>*does not wish to be reappointed</i>	Serves as committee chair
Outstanding Student Award Committee	Carol House* / February 1, 2021 <i>*does not wish to be reappointed</i>	House is eligible for a second 3-year term
	Chris Tackett* / February 1, 2021 <i>*does not wish to be reappointed</i>	Tackett is eligible for a second 3-year term
	Luke Wise / February 1, 2023	Wise resigned after moving away from the community
Juvenile Corrections Advisory Board	Debi Clark / June 30, 2021	Ark City representative
Recreation Commission	Jason O'Toole / June 30, 2021	O'Toole serves as Secretary
Beautification and Tree Advisory Board	Nancy Holman / January 1, 2022	Eligible for a second term
	Paisley Howerton / January 1, 2022	Serves as board vice chair
Community Spirit Award Committee	JoAnn Bierle / January 1, 2022	HRC legacy appointment
Equal Opportunity and Accessibility Advisory Board	Ethan Bartlett / January 1, 2022	Member with a disability
	JoAnn Bierle / January 1, 2022	Serves on 2021 Tacolalah Executive Committee
Visit Ark City Board of Trustees	Shannon Martin / January 1, 2022	Tourism Representative
	Carlla Pike / January 1, 2022	At Large / Treasurer
Arkansas City Public Library Board of Trustees	Duane Oestmann / January 10, 2022	City Commission representative (ex offi

## Applications Received / No Current Vacancies

Name	Interest in serving on:
Douglas Allison	South Central Kansas Medical Center Board of Trustees
Tyler Anstine	South Central Kansas Medical Center Board of Trustees
Brittany Carder	South Central Kansas Medical Center Board of Trustees
Lloyd Colston	City Commission <i>(if a vacancy occurs by resignation)</i> South Central Kansas Medical Center Board of Trustees
Joni Curl	Arkansas City Public Library Board of Trustees Visit Ark City Board of Trustees
Karla Gallegos Perez	Equal Opportunity and Accessibility Advisory Board Recreation Commission
Ken Harader	Planning Commission / Board of Zoning Appeals
Nancy Holman	Historic Preservation Board
Vicki Jackson	South Central Kansas Medical Center Board of Trustees
Stacey Jervis	South Central Kansas Medical Center Board of Trustees
Kayleigh Lawson	Planning Commission / Board of Zoning Appeals Visit Ark City Board of Trustees
Randy Leach	Building Trades Board
Clifton Lolar	South Central Kansas Medical Center Board of Trustees
Bob Mathews	South Central Kansas Medical Center Board of Trustees
Latresha Swopes	Arkansas City Public Library Board of Trustees
Michael Taylor	Building Trades Board South Central Kansas Medical Center Board of Trustees
Iris Turner	Recreation Commission South Central Kansas Medical Center Board of Trustees
Charles Tweedy	City Commission <i>(if a vacancy occurs by resignation)</i> Visit Ark City Board of Trustees

# City Volunteer Form for Boards, Commissions and Committees

Name: Jason Brewer  
Phone: [REDACTED]  
Alternate Phone: [REDACTED]  
Email: [REDACTED]

Home Address: 4495 242nd Rd, Arkansas City  
Employment: Wilson, Brewer, Munson, PA  
Job Title: attorney  
Years Lived in Arkansas City: 35+

Community and Professional Activities/ Associations/Honors/Organizations:  
First Baptist Church, Arkansas City  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


Previous Civic Experience (please list any appointed or elected positions you have held in the past):  
\_\_\_\_\_  
\_\_\_\_\_

Appointment(s) you are applying for [please indicate all of your choice(s) – when a vacancy occurs, you will be contacted; also, please note you may serve on only two (2) of these boards at one time]:

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

\*Professional certifications required – call (620) 441-4415 or (620) 441-4420 for more information!

Please indicate why you are interested in serving and what skills you might contribute: \_\_\_\_\_  
This award recognizes the efforts and abilities our students have expended towards their studies  
and I would like to be a part of evaluating excellence.

Signature:  Date: 5/28/20

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

Mail or Deliver to:  
Lesley Shook, City Clerk OR Andrew Lawson, Public Information Officer  
City of Arkansas City  
118 W. Central Ave.  
Arkansas City, KS 67005

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

# City Volunteer Form for Boards, Commissions and Committees

Name: Jill Smith  
Phone: \_\_\_\_\_  
Alternate Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Home Address: 2630 Parkwood Court Ark City KS  
Employment: RCB Bank  
Job Title: VP Lending  
Years Lived in Arkansas City: 30

Community and Professional Activities/Associations/Honors/Organizations:

Chamber of Commerce chair/board/committee member, Site Council chair/member, Florence Stephen's scholarship committee, Meals on Wheel Winfield, Habitat volunteer, Walnut Valley Pageant judge, various committees during grade, middle, and high school for my children.

Previous Civic Experience (please list any appointed or elected positions you have held in the past):

Chamber of Commerce Chair/member

Appointment(s) you are applying for [please indicate all of your choice(s) – when a vacancy occurs, you will be contacted; also, please note you may serve on only two (2) of these boards at one time]:

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

*\*Professional certifications required – call (620) 441-4415 or (620) 441-4420 for more information!*

Please indicate why you are interested in serving and what skills you might contribute: \_\_\_\_\_

Both my children were up for this honor which sparked my interest after being asked by Scotty Rogers to consider the position.

Signature: Jill Smith

Digitally signed by Jill Smith  
Date: 2021.06.01 12:13:53 -05'00'

Date: 6/1/21

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

Mail or Deliver to:  
Lesley Shook, City Clerk **OR** Andrew Lawson, Public Information Officer  
City of Arkansas City  
118 W. Central Ave.  
Arkansas City, KS 67005

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



# City Commission Agenda Item

**Meeting Date:** June 15, 2021  
**From:** Andrew Lawson, Public Information Officer  
**Item:** Board Reappointments

**Purpose:** Consent Agenda Item: Ratify Mayor Scott Rogers’ reappointments of Jason O’Toole to the Arkansas City Recreation Commission and Debi Clark to the Cowley County Juvenile Corrections Advisory Board.

**Background:**

Jason O’Toole’s term (*filling a vacancy left by three previous appointments*) on the **Arkansas City Recreation Commission** is set to expire **June 30, 2021**. As Mr. O’Toole is the first appointee to stay in this position longer than a few months, ACRC staff, City staff and Mayor Rogers all recommend reappointing him to a full four-year (4) term on the Recreation Commission to ensure continued stability. O’Toole, who was first appointed on **April 17, 2018**, currently serves as the ACRC Secretary. He is Cowley College’s Executive Director of Student Affairs.

**Debi Clark** was appointed **January 7, 2019**, to fill the remainder of Tamara Niles’ three-year (3) term on the Cowley County **Juvenile Corrections Advisory Board**, which also is set to expire **June 30, 2021**. Clark is the development manager for Big Brothers and Big Sisters serving Cowley County and Sumner County. Working with children in need of mentors and adult role models is a daily part of her employment with the local BBBS.

Staff and Melody Pappan, director of **Cowley County Youth Services**, both recommend reappointing Clark to a full three-year (3) term. The City of Arkansas City appoints one (1) person to the Juvenile Corrections Advisory board. This board meets once every other month at noon on Wednesdays. The board discusses a multitude of issues regarding juvenile offenders in Cowley County and how best to serve or rehabilitate them.

**Commission Options:**

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

**Attachments:**

**Board Vacancies**

**Approved for Agenda by:**

Randy Frazer, City Manager

## Board Vacancies as of June 9, 2021

| Board, Commission, Committee or Council                      | Board and/or Staff Recommendations | Applications Received<br>(or Interest Expressed)           |
|--------------------------------------------------------------|------------------------------------|------------------------------------------------------------|
| <b>Arkansas City Public Library Board of Trustees</b>        |                                    | Joni Curl, <i>Micah Fry, Jayna Munson, Latresha Swopes</i> |
| <b>Community Spirit Award Committee — 1 Vacancy</b>          |                                    | Joni Curl                                                  |
| <b>Equal Opportunity and Accessibility Advisory Board</b>    |                                    | Karla Gallegos Perez,<br>Iris Turner                       |
| <b>Northwest Community Center Advisory Board — 1 Vacancy</b> |                                    | <b>Accepting applications!</b>                             |
| <b>Outstanding Student Award Committee — 3 Vacancies</b>     | Jason Brewer,<br>Jill Smith        | Joni Curl, <i>Robin Henderson</i>                          |
| <b>Public Building Commission — 1 Vacancy</b>                |                                    | <i>Dan Jurkovich, Cody Richardson, John Sturd</i>          |

## Potential Upcoming Reappointments

| Board/Commission/Committee/Council                 | Member(s) / Term Expiration Date                                             | Notes                                              |
|----------------------------------------------------|------------------------------------------------------------------------------|----------------------------------------------------|
| Community Spirit Award Committee                   | Curtis Freeland / January 1, 2021<br><i>*does not wish to be reappointed</i> | Serves as committee chair                          |
| Outstanding Student Award Committee                | Carol House* / February 1, 2021<br><i>*does not wish to be reappointed</i>   | House is eligible for a second 3-year term         |
|                                                    | Chris Tackett* / February 1, 2021<br><i>*does not wish to be reappointed</i> | Tackett is eligible for a second 3-year term       |
|                                                    | Luke Wise / February 1, 2023                                                 | Wise resigned after moving away from the community |
| <b>Juvenile Corrections Advisory Board</b>         | <b>Debi Clark</b> / June 30, 2021                                            | Ark City representative                            |
| <b>Recreation Commission</b>                       | <b>Jason O'Toole</b> / June 30, 2021                                         | O'Toole serves as Secretary                        |
| Beautification and Tree Advisory Board             | Nancy Holman / January 1, 2022                                               | Eligible for a second term                         |
|                                                    | Paisley Howerton / January 1, 2022                                           | Serves as board vice chair                         |
| Community Spirit Award Committee                   | JoAnn Bierle / January 1, 2022                                               | HRC legacy appointment                             |
| Equal Opportunity and Accessibility Advisory Board | Ethan Bartlett / January 1, 2022                                             | Member with a disability                           |
|                                                    | JoAnn Bierle / January 1, 2022                                               | Serves on 2021 Tacolalah Executive Committee       |
| Visit Ark City Board of Trustees                   | Shannon Martin / January 1, 2022                                             | Tourism Representative                             |
|                                                    | Carlla Pike / January 1, 2022                                                | At Large / Treasurer                               |
| Arkansas City Public Library Board of Trustees     | Duane Oestmann / January 10, 2022                                            | City Commission representative (ex offi            |

## Applications Received / No Current Vacancies

| Name                 | Interest in serving on:                                                                                              |
|----------------------|----------------------------------------------------------------------------------------------------------------------|
| Douglas Allison      | South Central Kansas Medical Center Board of Trustees                                                                |
| Tyler Anstine        | South Central Kansas Medical Center Board of Trustees                                                                |
| Brittany Carder      | South Central Kansas Medical Center Board of Trustees                                                                |
| Lloyd Colston        | City Commission <i>(if a vacancy occurs by resignation)</i><br>South Central Kansas Medical Center Board of Trustees |
| Joni Curl            | Arkansas City Public Library Board of Trustees<br>Visit Ark City Board of Trustees                                   |
| Karla Gallegos Perez | Equal Opportunity and Accessibility Advisory Board<br>Recreation Commission                                          |
| Ken Harader          | Planning Commission / Board of Zoning Appeals                                                                        |
| Nancy Holman         | Historic Preservation Board                                                                                          |
| Vicki Jackson        | South Central Kansas Medical Center Board of Trustees                                                                |
| Stacey Jervis        | South Central Kansas Medical Center Board of Trustees                                                                |
| Kayleigh Lawson      | Planning Commission / Board of Zoning Appeals<br>Visit Ark City Board of Trustees                                    |
| Randy Leach          | Building Trades Board                                                                                                |
| Clifton Lolar        | South Central Kansas Medical Center Board of Trustees                                                                |
| Bob Mathews          | South Central Kansas Medical Center Board of Trustees                                                                |
| Latresha Swopes      | Arkansas City Public Library Board of Trustees                                                                       |
| Michael Taylor       | Building Trades Board<br>South Central Kansas Medical Center Board of Trustees                                       |
| Iris Turner          | Recreation Commission<br>South Central Kansas Medical Center Board of Trustees                                       |
| Charles Tweedy       | City Commission <i>(if a vacancy occurs by resignation)</i><br>Visit Ark City Board of Trustees                      |



**Andrew Lawson**

---

**From:** Debi Clark <DClark@kansasbigs.org>  
**Sent:** Wednesday, June 9, 2021 1:04 PM  
**To:** Melody Pappan; Andrew Lawson  
**Subject:** RE: Juvenile Corrections Advisory Board

Hi Melody and Andrew,

Sorry I have been in meetings but yes, I am fine with continuing!

**DEBI CLARK**

Development Manager Cowley & Sumner Counties

**Main:** (620) 221-7766 **Direct:** (316) 290-8915 **Cell:** (620) 222-4428



---

**From:** Melody Pappan [mailto:mpappan@cowleycounty.org]  
**Sent:** Wednesday, June 09, 2021 11:24 AM  
**To:** Andrew Lawson  
**Cc:** Debi Clark  
**Subject:** RE: Juvenile Corrections Advisory Board

That is correct, she will need to be reappointed for a term ending 6-30-24, if she is willing to continue to serve that is 😊 Debi are you ok with that?

*Melody L. Pappan Director*

**Cell Phone: 620-218-6924**  
**Office: 620-221-3454 ext. 5221**



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**From:** Andrew Lawson <[alawson@arkansascityks.gov](mailto:alawson@arkansascityks.gov)>  
**Sent:** Wednesday, June 9, 2021 10:56 AM  
**To:** Melody Pappan <[mpappan@cowleycounty.org](mailto:mpappan@cowleycounty.org)>  
**Cc:** [dclark@kansasbiggs.org](mailto:dclark@kansasbiggs.org)  
**Subject:** RE: Juvenile Corrections Advisory Board  
**Importance:** High

Debi, Melody,

My records show Debi's term (*finishing Tamara Niles' term*) on the Juvenile Corrections Advisory Board expires **June 30**. Is this correct? If so, we will reappoint her **June 15**, if so desired.

Please let me know today if possible. Our packet deadline is at **noon**. Thanks!

**Andrew Lawson**  
Public Information Officer  
Special Projects Coordinator

City of Arkansas City  
[alawson@arkansascityks.gov](mailto:alawson@arkansascityks.gov)  
(620) 441-4415



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

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---

**From:** Melody Pappan [<mailto:mpappan@cowleycounty.org>]  
**Sent:** Thursday, January 3, 2019 8:16 AM  
**To:** Andrew Lawson  
**Subject:** RE: Juvenile Corrections Advisory Board

Andrew,

Thank you for the information. The appointments are 3 year terms, however; since Debi will be filling a vacant position her term will be January 7, 2019 – **June 30, 2021**. I hope that helps Thanks! Melody

---

**From:** Andrew Lawson [<mailto:alawson@arkansascityks.gov>]  
**Sent:** Wednesday, January 02, 2019 2:15 PM  
**To:** Melody Pappan



# City Commission Agenda Item

**Meeting Date:** June 15, 2021  
**From:** Andrew Lawson, Public Information Officer  
**Item:** 150<sup>th</sup> Celebration / Tacolalah Beer Garden

**Purpose:** Consider an Ordinance exempting the application of K.S.A. 41-719(d) to allow the sale and consumption of alcoholic liquor at a designated area of Wilson Park during the City’s 150<sup>th</sup> Celebration from 6 to 11 p.m. Friday, July 16, 2021, and during the 2021 Tacolalah Festival from 4 to 10 p.m. Saturday, July 17, 2021. (Roll Call Vote)

**Background:**

The organizers of the 150<sup>th</sup> Celebration — **Visit Ark City**, the **City of Arkansas City**, **Burford Theatre Arts** and the **2021 Tacolalah Committee**, comprising representatives of five (5) City advisory boards and **4 Friends, LLC** — have requested that the Governing Body allow them to sponsor a beer garden to sell and serve alcohol at a designated area of Wilson Park during the **Burford-sponsored BackRhodes concert** from **6 to 11 p.m. Friday, July 16, 2021**, as well as a beer and margarita garden to sell and serve alcohol at a designated area of Wilson Park during the **2021 Tacolalah Festival presented by United Agency** from **4 to 10 p.m. Saturday, July 17, 2021**.

Tacolalah hopes to support further development of the **Wilson Park Master Plan** using any funds raised from this festival. Proceeds from the beer gardens will go to support the ongoing mission of **Burford Theatre Arts**.

The organizers have provided reasonable assurances that they will take all necessary precautions to ensure the property is used in full compliance with applicable state and local laws, as well as any applicable health orders.

**Commission Options:**

- 1. Approve the Ordinance.
- 2. Table the Ordinance for a second reading July 6.
- 3. Disapprove the Ordinance.

**Fiscal Impact:**

Amount: \_\_\_\_\_ **Cost of publication**  
X \_\_\_\_\_ Included in Budget \_\_\_\_\_ Grant \_\_\_\_\_ Bonds \_\_\_\_\_ Other (explain)

**Attachments:**

**Draft Ordinance; Proposed Beer Garden Premises Map; 150<sup>th</sup> Celebration and Tacolalah Schedules of Events**

**Approved for Agenda by:**

Randy Frazer, City Manager

## ORDINANCE NO. 2021-06-\_\_\_\_\_

**AN ORDINANCE EXEMPTING THE APPLICATION OF K.S.A. 41-719(D) TO ALLOW THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR AT A DESIGNATED AREA OF WILSON PARK DURING THE CITY'S 150<sup>TH</sup> CELEBRATION FROM 6 TO 11 P.M. FRIDAY, JULY 16, 2021, AND DURING THE TACOLALAH FESTIVAL FROM 4 TO 10 P.M. SATURDAY, JULY 17, 2021.**

**WHEREAS**, the organizers of the City's 150<sup>th</sup> Celebration — Visit Ark City; the City of Arkansas City; the 2021 Tacolalah Committee, comprising representatives of five (5) City advisory boards and 4 Friends, LLC; and the Arkansas City Area Arts Council, a 501(c)3 organization (hereinafter referred to as "Burford Theatre Arts"), have requested that the Governing Body of the City of Arkansas City, Kansas, allow them to sponsor a beer garden to sell and serve alcohol at a designated area of Wilson Park during the Burford-sponsored BackRhodes concert from 6 to 11 p.m. Friday, July 16, 2021, as well as a beer and margarita garden to sell and serve alcohol at a designated area of Wilson Park during the 2021 Tacolalah Festival presented by United Agency from 4 to 10 p.m. Saturday, July 17, 2021; and

**WHEREAS**, proceeds raised from the beer gardens will go to support the ongoing mission of Burford Theatre Arts; and

**WHEREAS**, the organizers have provided reasonable assurances that they will take all necessary precautions to ensure the property is used in full compliance with applicable state and local law, as well as any applicable health orders; and

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

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

**SECTION ONE:** Notwithstanding any provision of Municipal Code to contrary, the Governing Body of the City of Arkansas City, Kansas, hereby exempts property located at Wilson Park, and designated on the attached map (hereafter "the Premises") from the provisions of K.S.A. 41-719(d), starting at 6 p.m. until 11 p.m. on Friday, July 16, 2021, and again starting at 4 p.m. until 10 p.m. Saturday, July 17, 2021. The Governing Body hereby grants this exemption as it is a unique opportunity specifically tied to the City's 150<sup>th</sup> Celebration and Tacolalah, a multicultural community celebration, and it will be fully contained and will have measures in place to provide for security and monitoring to ensure compliance with Municipal laws; and it will support several City-sponsored and nonprofit organizations providing services solely in Arkansas City. By providing this exemption, the Governing Body hereby authorizes the 150<sup>th</sup> Celebration and Tacolalah Festival organizers, or a duly licensed caterer acting on their behalf, to sell and serve alcoholic liquor by the drink for consumption on the Premises, subject to the following terms and conditions:

1. Burford Theatre Arts shall take all necessary precautions to ensure compliance with all other provisions of Arkansas City Municipal Code, including the Uniform Public Offense Code.
2. Burford Theatre Arts also shall comply with any applicable local health orders, including but not limited to any orders of the Cowley County Public Health Officer pertaining to COVID-19.
3. No person younger than twenty-one (21) years of age shall be served or allowed to consume alcohol/cereal malt beverage, and precautions shall be taken to ensure this does not occur. Burford Theatre Arts or its designee shall check photo identification and provide wrist bands to those over the age of 21, to ensure no one younger than 21 years of age is served or consumes alcohol/cereal malt beverage.
4. The Premises must be fully gated or otherwise enclosed. Any place where the gating or other enclosure provides an opening for entrance and exit from the Premises must be staffed to ensure that no one may leave the premises with an open container of alcohol/cereal malt beverage.

- 5. Burford Theatre Arts shall not allow a number of persons inside the Premises in excess of the occupancy load or public health limitations established by approved authorities, if applicable.
- 6. Burford Theatre Arts shall leave the Premises in a same or similar condition as it existed prior to the exemption dates, and shall remove all gating, trash, seating, portable toilets and other supplies from the event; and repair any damage, in a timely fashion.
- 7. This exemption shall apply only to the interior of the gated Premises and shall not include any surrounding curtilage.

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

**PASSED AND ORDAINED** by the Governing Body of the City of Arkansas City, Kansas, on this 15<sup>th</sup> day of June, 2021.

(Seal)

\_\_\_\_\_  
Scott Rogers, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Ordinance No. 2021-06-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on June 15, 2021, as the same appears of record in my office.

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

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

Proposed Burford Beer Garden Area for BackRhodes Concert/Tacolalah  
 (6 PM to 11 PM July 16 AND 4 PM to 10 PM July 17)

ArcGIS Web Map

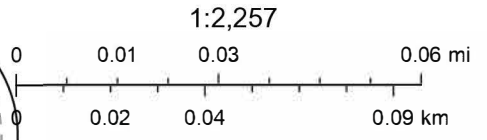
Section , Item 1.



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

- Address Points
- ▬ City Areas
- ▬ State Line
- ▬ Roads
- ▬ County Line
- ▬ Parcels

Points of Interest





# 150 YEARS ARKANSAS CITY

1871-2021  
Preserving Our Past, Celebrating Our Future!

## 5 DAYS OF CELEBRATION

.... AND OUR STORY IS STILL UNFOLDING!

**Wednesday**  
**7/14**  
100 Block  
S. Summit

- 5-8 PM — Cowley Indoor Market, Burford Theatre
- 5-8 PM — Historic District Interactive Walking Tour
- 5-10 PM — Downtown Block Party featuring food vendors, music by Aztec Event Services and cornhole tournament\*

**\*\$10  
signup!**

**Thursday**  
**7/15**  
Wilson Park

- 7 PM — Ark City Community Band 150th Anniversary Concert featuring free hot dogs, courtesy Chamber of Commerce. Concert starts at 7:30 PM; fireworks at dusk courtesy V.J. Wilkins Foundation



**Friday**  
**7/16**

- 1 PM — Mayoral dedication of time capsule at City Hall
- 7 PM — Free BackRhodes concert at Wilson Park Rotunda featuring food vendors and Burford Beer Garden

**FREE!**

**Saturday**  
**7/17**  
Wilson Park

- 10 AM to 10 PM — 2021 Tacolalah Festival presented by United Agency. Food trucks & vendors, multicultural dancers, and musical acts ALL DAY LONG!
- 10 AM to 8 PM — Outdoor Market    4-10 PM — Beer and Margarita Garden



**Sunday**  
**7/18**  
Wilson Park

- 11 AM — Community Praise and Worship Service
- 12 PM — Free hamburgers courtesy Creekstone Farms, Project Revive and Visit Ark City



PRESENTED BY UNITED AGENCY Insurance & Real Estate

JULY 17, 2021

WILSON PARK, ARKANSAS CITY, KS

SCHEDULE:

8 AM-10 AM COLOR RUN

9 AM-6 PM OUTDOOR MARKET

10 AM-10 PM FOOD VENDORS

10 AM-2 PM ARTS & CRAFTS

10 AM-2 PM GAMES & ACTIVITIES

4-10 PM BEER & MARGARITA GARDEN

11 AM LOS AMIGOS DE MI TIERRA DANCERS

11:30 AM INDIGENOUS WAR DANCER

12:30 PM DANZA TADEO DANCERS

1:30 PM RAICES DE MI TIERRA DANCERS

2:30 PM MARIACHI LOS REYES

4:30 PM NORAHUA DANCERS

6-10 PM BJ'S CROAKIE

WITH THANKS TO THESE COMMUNITY SPONSORS:



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# City Commission Agenda Item

**Meeting Date:** 6/15/21  
**From:** Josh White, Principal Planner  
**Item:** Compass Point Drive Vacation

**Purpose:** An ordinance authorizing the vacating of all of Compass Point Drive within the Replat of Compass Point Addition, Arkansas City, Cowley County, Kansas. (Roll Call Vote)

**Background:**

Sarah & Brandon Jellings have filed a request to vacate Compass Point Drive in the Replat of Compass Point Addition. Adjacent property owners include: to the north, south and west is Arkansas City Industries; to the East is Meadow Walk HC 2 (Meadowwalk Apartments). All adjacent property owners were notified. The intent of the plat was to return the streets to private control but an error was made in the platting process. The Technical Advisory Committee noted that there are a number of utilities present in the area and that a utility easement would be needed for the area as the various utilities will need to continue to have access to the area.

Staff recommends approval of the request to vacate the area.

The Planning Commission voted to recommend approval of this vacation subject to the reservation of the access and utility easement at their meeting on June 8, 2021.

**Commission Options:**

- 1. Approve
- 2. Disapprove
- 3. Table

**Fiscal Impact:**

Amount: Cost of publication

Fund: \_\_\_\_\_ Department: \_\_\_\_\_ Expense Code: \_\_\_\_\_  
Included in Budget \_\_\_\_\_ Grant \_\_\_\_\_ Bonds \_\_\_\_\_ Other (explain) \_\_\_\_\_

**Approved for Agenda by:**

Randy Frazer, City Manager



# STAFF REPORT

City of Arkansas City Neighborhood Services Division  
 Josh White, Principal Planner  
 118 W Central Ave, Arkansas City, KS 67005  
 Phone: 620-441-4420 Fax: 620-441-4403 Email: [jwhite@arkansascityks.gov](mailto:jwhite@arkansascityks.gov) Website: [www.arkcity.org](http://www.arkcity.org)

CASE NUMBER  
 VR-2021-042

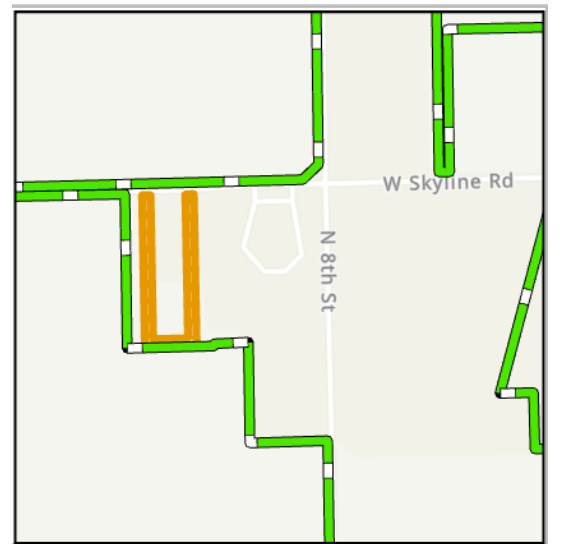
APPLICANT/PROPERTY OWNER  
 Brandon & Sarah Jellings

PUBLIC HEARING DATE  
 June 8, 2021

PROPERTY ADDRESS/LOCATION  
 Replat of Compass Point Addition

**BRIEF SUMMARY OF REQUEST**

Brandon & Sarah Jellings have filed a request to vacate Compass Point Drive in the Replat of Compass Point Addition. Adjacent property owners include: to the north, south and west is Arkansas City Industries; to the East is Meadow Walk HC 2 (Meadowwalk Apartments). All adjacent property owners were notified. The intent of the plat was to return the streets to private control but an error was made in the platting process. Staff recommends approval of the request to vacate the area.



Map data ©2021 Esri World Topographic Map

|                                   |                             |                                                                                                                                                           |                                           |                                      |
|-----------------------------------|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------|
| EXISTING ZONING<br>Not applicable | EXISTING LAND USE<br>Street | SURROUNDING ZONING & LAND USE<br>North-Agricultural (County)<br>East-Apartment Complex (R-3)<br>South-Agricultural (County)<br>West-Agricultural (County) | SITE IMPROVEMENTS<br>Street and utilities | SIZE OF PROPERTY<br>Approx 2.4 acres |
|-----------------------------------|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------|

**STAFF RECOMMENDATION**

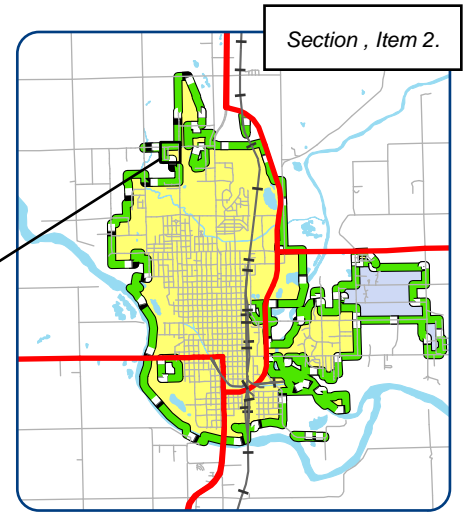
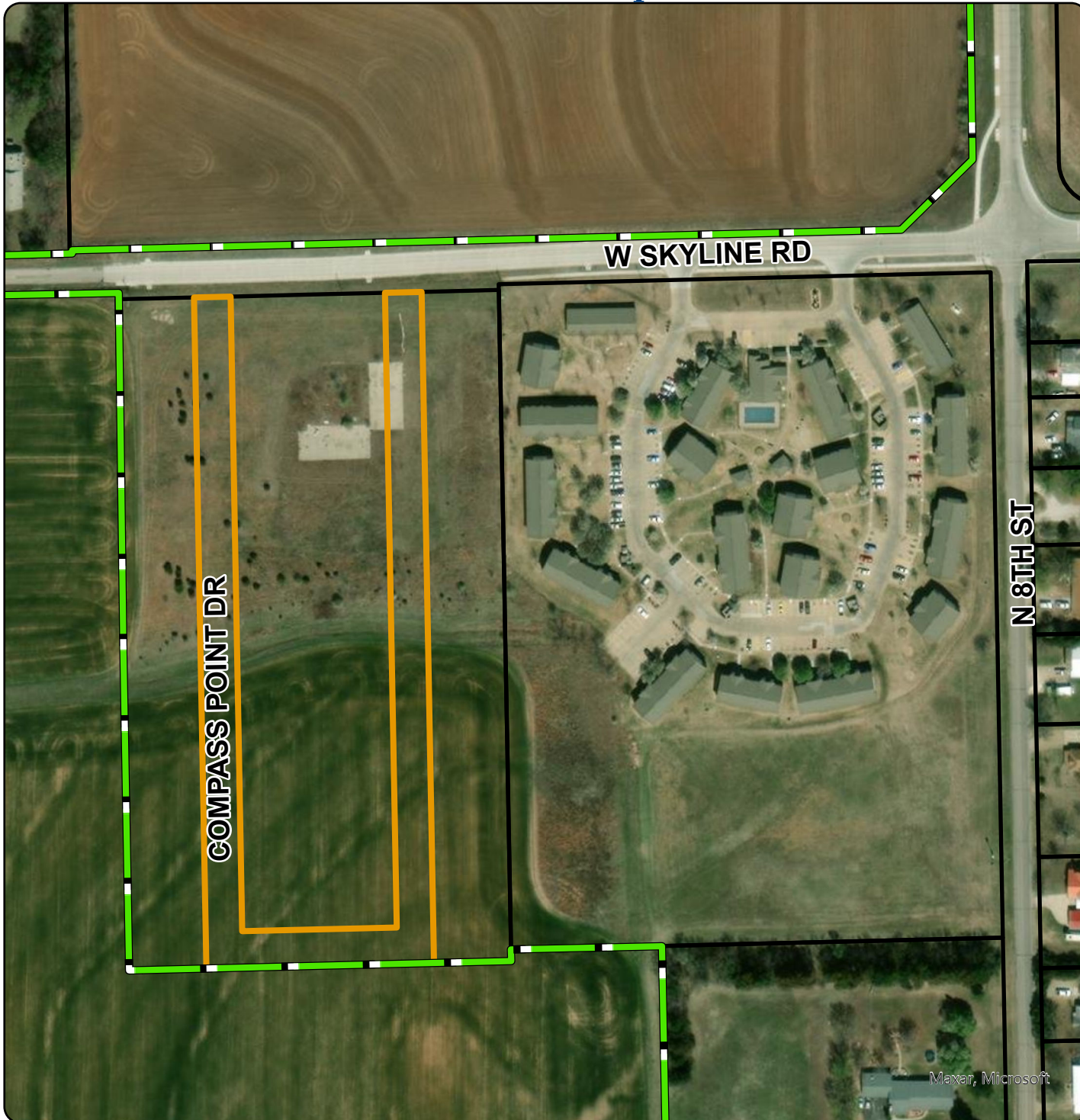
Staff recommends approval subject to retaining a utility easement over the entire area to be vacated.

|                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>TECHNICAL ADVISORY COMMITTEE COMMENTS</b><br/>                 The committee reported no issues as long as the utility easements are retained and emergency and utility vehicle and equipment access is maintained. Also access to future development to the south should be maintained.</p> | <p><b>PROPERTY HISTORY</b><br/>                 The roads in this area have been in place since 2019. The intention of the replat in February 2021 was to make the streets private. The area is to become a multifamily community. The property was also rezoned to R-3 in February 2021.</p> |
|                                                                                                                                                                                                                                                                                                    | <p><b>NOTICE GIVEN</b><br/>                 Proper notice was published in the newspaper. Notices were sent to the adjacent property owners.</p>                                                                                                                                              |

**PRIVATE RIGHTS /PUBLIC GAIN/LOSS**

No private rights will be injured or endangered as the applicant owns all of the property adjacent to the proposed vacations with the exception of the south line. The intention of the replat was that the streets become privately controlled. An error in the platting process maintained public control. Granting this request fulfills that original intention already approved.

# Vacation Request



**Request to Vacate  
Compass Point Drive**

-  City Limits
-  Vacation Request
-  Property Lines

Maxar, Microsoft

Produced by the  
City of Arkansas City GIS  
using the best available  
data to date.  
Created: May 10, 2021



(First Published in the Cowley CourierTraveler, \_\_\_\_\_2021)

**ORDINANCE NO. 2021-06-\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE VACATING OF ALL OF COMPASS POINT DRIVE WITHIN REPLAT OF COMPASS POINT ADDITION, ARKANSAS CITY, COWLEY COUNTY, KANSAS.**

WHEREAS, the City of Arkansas City Planning Commission, after providing notice and holding a hearing pursuant to K.S.A. § 12-504, has considered the proposed vacation of the public right-of-way at issue, and recommended the City grant the petition to vacate; and

WHEREAS, the City of Arkansas City Planning Commission and the Technical Advisory Committee determined that an access and utility easement would be necessary to maintain access to utilities and for emergency vehicles; and

WHEREAS, the Governing Body of the City of Arkansas City, Kansas, after due investigation and consideration has determined that the nature and extent of the public use and interest to be subserved is such as to warrant the vacating of the public right-of-way at issue.

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

SECTION ONE: The property legally described as:

All of Compass Point Drive within Replat of Compass Point Addition, Arkansas City, Cowley County, Kansas

IS HEREBY VACATED, but the City specifically reserves an access and utility easement over the entire described area for existing and/or future utilities. All other utility easements within the Replat of Compass Point Addition shall also remain.

SECTION TWO: The City Clerk shall make proper notification of this Ordinance which shall be in full force and effect thirty (30) days after either (a) publication once in the official newspaper of the City, or (b) publication of a summary of this Ordinance certified as legally accurate and sufficient by the City Attorney unless one or more interested parties files a written protest before the expiration of such time with the office of City Clerk. If such written protest is filed, the Governing Body of the City is required to convene a Public Hearing to consider any and all objections to the proposed Ordinance and, upon conclusion of the Hearing, is required to either confirm the vacating Ordinance and file the same with the County Clerk and Register of Deeds office or if not confirmed, the vacating Ordinance shall be void and have no force and effect.

SECTION THREE: A certified copy of this ordinance signed by the City Clerk for the City of Arkansas City, Kansas, shall be recorded in the Office of the Register of Deeds, Cowley County, Kansas.

PASSED AND ORDAINED by the Governing Body of the City of Arkansas City, Kansas this \_\_\_\_ day of \_\_\_\_\_, 2021.

(Seal)

\_\_\_\_\_  
Scott Rogers, Mayor

ATTEST:

\_\_\_\_\_

Lesley Shook, Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Larry Schwartz, City Attorney

**CERTIFICATE**

I, hereby certify that the above and foregoing is a true and correct copy of the Ordinance No. 2021-\_\_-\_\_\_\_ of the City of Arkansas City, Kansas adopted by the governing body on \_\_\_\_\_, 2021 as the same appears of record in my office.

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

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



# City Commission Agenda Item

**Meeting Date:** June 15, 2021  
**From:** Andrew Lawson, Public Information Officer  
**Item:** Multimodal Transportation Master Plan Agreement

**Purpose:** Consider a Resolution approving an agreement by and between the City of Arkansas City and TranSystems Corporation, of Wichita, for Professional Services to design and construct a Multimodal Transportation Master Plan for the City, utilizing Blue Cross Blue Shield of Kansas Pathways to a Healthy Kansas grant funds, for an amount not to exceed \$25,000. **(Voice Vote)**

**Background:**

The City Commission on **May 5, 2020**, indicated support for a “Pathways to a Healthy Kansas” grant application, through RISE Cowley, in the amount of **\$25,000.00** for a Master Transportation Plan. On **May 19, 2020**, the Commission approved **Resolution No. 2020-05-3331**, approving the hiring of a technical consultant prior to **December 15, 2020**, to develop a Master Transportation Plan for the City, utilizing these awarded grant funds.

With the consent of Blue Cross Blue Shield of Kansas, which has already disbursed the grant funds, this deadline was extended to today (**June 15, 2021**), via the passage of **Resolution No. 2020-12-3377** on **December 15, 2020**.

Should the overall cost of this work end up exceeding **\$25,000**, additional action from the Commission might be necessary, but community partners such as **RISE Cowley** and **USD 470** have indicated a possible willingness to assist with those costs. No work will occur outside the scope of the attached agreement without prior approval.

If the attached agreement is approved, the work will kick off at the **Traffic Safety Committee** meeting on **July 16**. While TranSystems gathers, collects and analyzes the relevant data, the City will be responsible for surveying citizens, convening public meetings and collecting other forms of community engagement to go into this plan.

**Commission Options:**

- 1. Approve the Resolution.
- 2. Disapprove the Resolution.

**Fiscal Impact:**

Amount: **\$25,000.00**  
Fund: **68** Department: **100** Expense Code: **6214**  
X \_\_\_\_\_ Included in Budget \_\_\_\_\_ Grant \_\_\_\_\_ Bonds \_\_\_\_\_ X \_\_\_\_\_ Other (explain)

**The City was awarded a \$25,000 grant from Blue Cross Blue Shield of Kansas to pay for this work. The City is responsible for administering the grant and supporting the development of the Multimodal Transportation Master Plan. Other than staff time, this is not expected to add any direct costs. Any additional costs that arise through this planning process will be covered by partners or presented separately to the Commission.**

**Attachments:**

**Resolution; Agreement between City of Arkansas City and TranSystems Corporation for Professional Services**

**Approved for Agenda by:**

A handwritten signature in black ink, appearing to be 'Randy Frazer', written over a horizontal line. The signature is stylized and extends to the right.

Randy Frazer, City Manager

**RESOLUTION NO. 2021-06-\_\_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ARKANSAS CITY, KANSAS, AND TRANSYSTEMS CORPORATION, OF WICHITA, FOR PROFESSIONAL SERVICES TO DESIGN AND CONSTRUCT A MULTIMODAL TRANSPORTATION MASTER PLAN FOR THE CITY OF ARKANSAS CITY, UTILIZING BLUE CROSS BLUE SHIELD OF KANSAS PATHWAYS TO A HEALTHY KANSAS GRANT FUNDS, FOR AN AMOUNT NOT TO EXCEED \$25,000.**

**WHEREAS**, RISE Cowley, Cowley County's countywide health coalition, received a \$400,000 Pathways to a Healthy Kansas grant from Blue Cross Blue Shield of Kansas to implement locally between August 2017 and July 2020; and

**WHEREAS**, the goal of Pathways to a Healthy Kansas is to combine community-wide evidence-based solutions and promising practices for improving active living, healthy eating, and tobacco prevention in Kansas; and

**WHEREAS**, \$25,000 remains available to the City of Arkansas City, Kansas, and Cowley County from Blue Cross Blue Shield of Kansas (BCBSKS) in the Community Policy track of Phase 1 of the Pathways to a Healthy Kansas initiative; and

**WHEREAS**, the proposed Multimodal Transportation Master Plan would help to improve physical infrastructure for both pedestrian and bicycle travel by residents and visitors, as well as assist with better planning for future transportation grants, prioritization of projects for budgeting purposes and spurring further community engagement on this issue; and

**WHEREAS**, multi-use trails, pathways, and bicycle lanes have been proven to provide additional new business, tourism and economic development opportunities, as well as increased revenue to existing local businesses; and

**WHEREAS**, approval of the proposed Multimodal Transportation Master Plan will provide legitimacy and momentum in accessing state and federal grant funding toward achieving the construction and repair projects identified therein; and

**WHEREAS**, the professional services of a consultant are required to properly develop this Plan, assist with gathering community input, provide technical solutions to traffic safety concerns and identify new project funding sources; and

**WHEREAS**, the RISE Cowley Steering Committee, acting as the Community Policy Committee, unanimously consented during its meeting on May 12, 2020, to approve the proposed use of \$25,000 for this Master Transportation Plan; and

**WHEREAS**, the Governing Body of the City of Arkansas City, Kansas, on May 19, 2020, approved Resolution No. 2020-05-3331, approving the hiring of a technical consultant prior to December 15, 2020, to develop a Master Transportation Plan for the City of Arkansas City, Kansas, utilizing these grant funds which have now been received by the City; and

**WHEREAS**, a lack of responsive bids in the time frame allotted led City staff, BCBSKS and the Public Health Law Center to recommend a six-month extension to the deadline previously established in Resolution No. 2020-05-3331; and

**WHEREAS**, the Governing Body of the City of Arkansas City, Kansas, on December 15, 2020, approved Resolution No. 2020-12-3377, approving the hiring of a technical consultant on or prior to June 15, 2021, to develop a Multimodal Transportation Master Plan for the City of Arkansas City, utilizing grant funds which have been received by the City; and

**WHEREAS**, the Governing Body of the City of Arkansas City, Kansas, now desires to approve an agreement by and between the City of Arkansas City, Kansas, and TranSystems Corporation, of Wichita, for Professional Services to design and construct a Multimodal Transportation Master Plan for the City, utilizing Blue Cross Blue Shield of Kansas Pathways to a Healthy Kansas grant funds, for an amount not to exceed \$25,000.00.

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



**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to enter into an agreement by and between the City of Arkansas City, Kansas, and TranSystems Corporation, of Wichita, for Professional Services to design and construct a Multimodal Transportation Master Plan for the City, utilizing Blue Cross Blue Shield of Kansas Pathways to a Healthy Kansas grant funds, for an amount not to exceed \$25,000.00.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 15<sup>th</sup> day of June, 2021.

(Seal)

\_\_\_\_\_  
Scott Rogers, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2021-06-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on June 15, 2021, as the same appears of record in my office.

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

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

**AGREEMENT BETWEEN  
CITY OF ARKANSAS CITY and  
TRANSYSTEMS CORPORATION  
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_,2021, by and between **City of Arkansas City** (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design and construct the following described project:

**Arkansas City Multimodal Transportation Master Plan:** as more fully described in the Project Description section set forth on Exhibit A attached hereto and incorporated herein by this reference (hereinafter collectively called the "Project").

Whereas CLIENT desires to engage TRANSYSTEMS to provided and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1  
BASIC SERVICES OF TRANSYSTEMS**

**Section 1.1 Basic Services.** In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

**Section 1.2 TRANSYSTEMS' Duties.** In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

## SECTION 2 ADDITIONAL SERVICES OF TRANSYSTEMS

**Section 2.1. Additional Services.** In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

### Section 2.2 Changes in the Services.

**Section 2.2.1 Agreed Upon Changes in the Services.** It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

**Section 2.2.2 Constructive Changes and Other Additional Costs.** In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification

of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

### SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

**Section 3.1 Client Representative.** Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

**Section 3.2 Project Information.** Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

**Section 3.3 Project Access.** Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

**Section 3.4 Client Participation.** Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

**Section 3.5 Notices.** Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or other wise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

**Section 3.6 Additional Services.** When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

**Section 3.7 Licenses, Permits, etc.** Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

**Section 3.8 Other Duties.** Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may identified on Exhibit B, if any.

**Section 3.9 Defects in Services.** The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Section 3.10 Taxes.** Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

**Section 3.11 Contractor Insurance and Indemnity Requirements.** The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

**Section 3.12 Unauthorized Changes.** In the event the CLIENT, the CLIENT’s contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS’s prior written consent, the CLIENT shall assume full responsibility for the results of such changes. therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys’ fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS’ construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

**Section 3.13 Construction Management.** If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

**Section 3.14 Costs.** Bear all costs incident to compliance with the requirements of this Section 3.

**SECTION 4  
PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE**

**Section 4.1 Period of Service.** The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS’ Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS’ obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

**Section 4.2 Completion Date.** If in Exhibit A an estimated date for the completion of the Basic Services is provided, such estimated date shall be the date on which it is estimated, but not guaranteed, that the Basic Services will be completed by TRANSYSTEMS (the “Completion Date”). If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS’ obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

**Section 4.3 Timeliness of Performance.** The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS’ control may affect TRANSYSTEMS’ ability to complete the services to be provided under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with

sound professional practices.

**Section 4.4 Notice of Delay.** If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

**Section 4.5 Force Majeure.** For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

## SECTION 5 TRANSYSTEMS' COMPENSATION

### **Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services**

**Section 5.1.1 For Basic Services.** As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, a lump sum fee of **Twenty-Five Thousand Dollars (\$25,000.00)**.

### **Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services**

**Section 5.2.1 For Additional Services.** As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

**Section 5.2.2 For Reimbursable Expenses in connection with Additional Services.** In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed. For purposes hereof, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' then current Schedule of Rates and Expenses.

**Section 5.3 TranSystems' Schedule of Rates and Expenses.** TRANSYSTEMS' initial Schedule of Rates and Expenses is attached hereto as Schedule 1. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

**Section 5.4 Monthly Invoices.** TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon the amount of time spent and costs and expenses incurred by TRANSYSTEMS during the period covered by each such statement. CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

**Section 5.5 Other Provisions Concerning Payments.**

**Section 5.5.1 Interest, Suspension of Services.** If CLIENT fails to make any payment due TRANSYSTEMS for services and expenses within thirty (30) days after receipt of TRANSYSTEMS' statement therefor, TRANSYSTEMS shall be entitled interest on the unpaid amounts due TRANSYSTEMS at the lesser of: i) 1.5 % per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TRANSYSTEMS shall bear said rate of interest from the thirtieth day after CLIENT's receipt of TRANSYSTEMS' statement, until the entire unpaid balance has been paid to TRANSYSTEMS. In addition to being entitled to interest, TRANSYSTEMS may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until TRANSYSTEMS has been paid in full all amounts due for Services, expenses, and charges.

**Section 5.5.2 Payments after Termination by Client.** In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

**Section 5.5.3 Payments after Termination by TranSystems.** In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.



**Section 5.5.4 Records.** Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

**Section 5.5.5 Cost Factors.** Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

## SECTION 6 OPINIONS OF COST AND SCHEDULE

**Section 6.1 Opinions of Cost and Schedule.** Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

## SECTION 7 GENERAL CONSIDERATIONS

**Section 7.1 Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

**Section 7.1.1 Replacement of TranSystems.** If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

**Section 7.2 Reuse of Documents.** All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

**Section 7.3 Delivery of Electronic Files.** In the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

**Section 7.4 Standard of Practice, Warranties.** Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

**Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques.** Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or

procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

**Section 7.6 Insurance.**

**Section 7.6.1 TranSystems Insurance.** TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
  - Worker's Compensation Statutory
  - Employer's Liability
  - \$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
  - \$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
  - \$1,000,000 - per occurrence
  - \$2,000,000 - annual aggregate
  - \$2,000,000 - product / completed operations per occurrence
  - \$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
  - \$1,000,000 - per occurrence
  - \$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

**Section 7.6.2 Client Insurance.** If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

**Section 7.7 Liability and Indemnification.**

**Section 7.7.1 General.** Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

**Section 7.7.2 TranSystems Indemnification.**

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

**Section 7.7.3 Client Indemnification.** The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRANSYSTEMS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement. The CLIENT is not obligated to indemnify TRANSYSTEMS in any manner whatsoever for TRANSYSTEMS' own negligence.

**Section 7.7.4 Contractors Indemnification.** CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT'S contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

**Section 7.7.5 Employee Claims.** TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, its employees, agents or subcontractors).

**Section 7.7.6 Consequential Damages.** To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

**Section 7.7.7 Limitation of Liability.** To the fullest extent permitted by law, TRANSYSTEMS' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the total compensation received by TRANSYSTEMS under this Agreement or the limits of any professional liability requirements set forth in Section 7.6.1(e) whichever is less.

**Section 7.7.8 Survival.** The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

**Section 7.8 Betterment.** If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**Section 7.9 Protection From Supplanting Consultant.** In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

**Section 7.10 Use of Logo.** CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

**SECTION 8  
SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES**

**Section 8.1 Special Provisions.** This Agreement is subject to no special provisions

**Section 8.2 Contract Documents.** This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

- Exhibit A - Project Description and Basic Services
- Exhibit B - CLIENT's Duties
- Schedule 1 - TRANSYSTEMS' Schedule of Rates and Expenses

**Section 8.3 Entire Agreement.** This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

**Section 8.4 Hazardous Materials.** Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

**Section 8.5 Attorneys Fees.** In the event that either party hereto employs an attorney to enforce any provision of this Agreement or to collect damages for default or breach of this Agreement, or pursue claims in litigation or arbitration, the prevailing party in any such action shall be entitled to recover from the other such attorneys' fees and costs of collection as the prevailing party may expend or incur with respect thereto. In the event that a settlement is reached between the parties before a final decision in any such litigation or arbitration, then neither party shall be entitled to recover its attorneys fees or costs from the other and neither party shall be responsible for the other party's attorney's fees or costs, unless otherwise agreed by the parties.

**Section 8.6 Disputes.** In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8,5 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Missouri and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Jackson County, Missouri, or the United States District Court for the Western District of Missouri.

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not subject TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, an interstate corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

**Section 8.7 Independent Contractor.** TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

**Section 8.8 Representations and Remedies.** TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

**Section 8.9 Assignment, Subcontractors.** This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

**Section 8.10 Notices.** All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

**City of Arkansas City**  
118 W. Central Avenue  
Arkansas City, Kansas 67005

Attention: Andrew Lawson

If to TRANSYSTEMS:

**TranSystems Corporation**  
245 N Waco, Suite 222  
Wichita, Kansas 67202

Attention: Brett Letkowski

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

**Section 8.11 Interpretation.**

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Missouri.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this



Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

**Section 8.12 Certificates, Guarantees And Warranties.** TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

**Section 8.13 Execution of Documents.** TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**City of Arkansas City**

**TranSystems Corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Printed Name: Brett Letkowski, PE

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

Title: Principal

## EXHIBIT "A" Basic Services

### Scope of Services

TRANSYSTEMS will perform the following Basic Services for the Arkansas City Multimodal Transportation Master Plan.

#### Task 1 – Data Collection

- 1.1 Review existing traffic count data, provided by KDOT and City.
- 1.2 Review vehicular crash data for the past 5 years, provided by City. Identify locations that may have a high crash frequency and/or a high crash rate.
- 1.3 Review pedestrian and bicycle crash data for the past 5 years, provided by City.
- 1.4 Review city planning documents such as street classification maps, city master plans, comprehensive plans, land use maps, and trail plans.
- 1.5 Inventory street network for number of through lanes, signalized intersections, and multiway stop controlled intersections. Inventory will be conducted using Google Earth, or other readily available aerial imagery.
- 1.6 Identify the locations of key destinations in the city, such as schools, parks, libraries, civic centers, retail centers, and employment areas.

#### Task 2 – Analysis

- 2.1 Identify street segments and intersections with potential operational or safety concerns based on the data review and conversations with city staff.
- 2.2 Determine possible bicycle, pedestrian, and vehicular routes between key destinations.
- 2.3 Identify barriers to bicycle and pedestrian mobility.

#### Task 3 – Recommendations

- 3.1 Develop a street classification map. Map will designate expressways, arterial, collector, and local streets.
- 3.2 Provide transportation strategies for growth areas to provide circulation and manage access.
- 3.3 Discuss potential street or intersection modifications to address safety or operational issues. Modifications to consider could include road diets, traffic control change, or geometric modifications.
- 3.4 Suggest strategies to address barriers to bicycle and pedestrian access.
- 3.5 Prepare a final report to document data collected, analysis, and recommendations. The final report is intended to be an appendix to the ongoing comprehensive plan update.

### Assumptions

1. The scope of work does not include travel to any in-person meetings. All project meetings will be held virtually using online video conferencing or telephone calls.
2. No traffic data collection is included in this scope of services.
3. No intersection or roadway capacity analysis is included.
4. No future traffic growth projections or traffic modeling is included.
5. Inventories or assessments of street pavement conditions or sidewalks is not included in this scope of services.
6. Improvement recommendations will not be prioritized.
7. No cost estimates are included in this scope of services.
8. No public engagement is included in this scope of services.

## Schedule

It is assumed the project will be begin in July 2021 . Based on receiving Notice to Proceed in July 2021, TRANSYSTEMS anticipates the following schedule:

- Kick Off meeting – July 16, 2021
- Task 1 complete – August 30, 2021
- Task 2 complete – November 1, 2021
- Draft report ready for review – December 6, 2021
- Final report (Task 3 complete) – January 10, 2021

**EXHIBIT "B"**  
**CLIENT'S Duties**

1. CLIENT will provide all requested city documentation, if available, to TRANSYSTEMS in a timely manner.
2. When requested by TRANSYSTEMS, the CLIENT will review exhibits, sketches, and text and provide feedback in a timely manner.
3. CLIENT is responsible for all presentations to citizens and elected officials.
4. CLIENT will organize and facilitate all public engagement activities. CLIENT will be responsible for presentations and providing materials for public engagement activities. TRANSYSTEMS will provide the information listed in Exhibit A, which can be used during the public meetings.

**SCHEDULE "1"**  
**TRANSYSTEMS' Schedule of Rates and Expenses**

| <b>Classification</b>      | <b>Rate</b> | <b>Classification</b>            | <b>Rate</b> |
|----------------------------|-------------|----------------------------------|-------------|
| Principal/Civil Engineer V | \$333       | Industry Specialist V            | \$375       |
| Civil Engineer IV          | \$250       | Industry Specialist III          | \$208       |
| Civil Engineer III         | \$200       | Marketing Administrator III      | \$159       |
| Civil Engineer II          | \$142       | Marketing Administrator II       | \$110       |
| Civil Engineer I           | \$106       | Administrator III                | \$192       |
| Architect III              | \$217       | Administrator II                 | \$105       |
| Planner IV                 | \$248       | Electrical Engineer IV           | \$218       |
| Planner II                 | \$128       | Construction Services IV         | \$132       |
| Planner I                  | \$96        | Construction Services III        | \$135       |
| Scientist III              | \$135       | Construction Services II         | \$90        |
| Scientist II               | \$111       | Principal/ Structural Engineer V | \$285       |
| Technician V               | \$194       | Structural Engineer IV           | \$239       |
| Technician IV              | \$136       | Structural Engineer III          | \$197       |
| Technician III             | \$110       | Structural Engineer II           | \$142       |
| Technician II              | \$87        | Structural Engineer I            | \$104       |
| Technician I               | \$71        |                                  |             |

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.

Vehicle mileage to be paid at the current IRS rate per mile.

The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2021. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.



# City Commission Agenda Item

**Meeting Date:** June 15, 2021  
**From:** Lesley Shook, City Clerk  
**Item:** Comprehensive Fee Schedule Update

**Purpose:** Consider a Resolution adopting by reference the City’s 2021 Comprehensive Fee Schedule and repealing Resolution No. 2021-03-3390. (Voice Vote)

**Background:**

This resolution amends the City’s Comprehensive Fee Schedule. The Comprehensive Fee Schedule is in place to set fees the city will charge for services provided to citizens.

The proposed substantive changes can be found on page 23 on the attached draft document.

**Commission Options:**

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

**Fiscal Impact:**

Amount:

Fund: \_\_\_\_\_ Department: \_\_\_\_\_ Expense Code: \_\_\_\_\_  
 \_\_\_\_\_ Included in Budget \_\_\_\_\_ Grant \_\_\_\_\_ Bonds \_\_\_\_\_ Other (explain)

**Attachments:**

**Approved for Agenda by:**

\_\_\_\_\_  
Randy Frazer, City Manager

**A RESOLUTION ADOPTING BY REFERENCE THE CITY’S 2021 COMPREHENSIVE FEE SCHEDULE AND REPEALING RESOLUTION NO. 2021-03-3390.**

**WHEREAS**, the attached Comprehensive Fee Schedule presents all fees and other costs charged by the City in an accessible format, to allow City staff and citizens to easily access the amount of all such costs.

**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 hereby repeals Resolution No. 2021-03-3390.

**SECTION TWO:** The Governing Body of the City of Arkansas City hereby adopts and implements the Comprehensive Fee Schedule, attached hereto and incorporated by reference as if fully set forth herein. Such fees and costs listed in the Comprehensive Fee Schedule may only be amended by future Resolution of the Governing Body.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 15th day of June, 2021.

(Seal)

\_\_\_\_\_  
Scott Rogers Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2021-06-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on June 15, 2021, as the same appears of record in my office.

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

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

# City of Arkansas City Comprehensive Fee Schedule

Adopted by Resolution No. 2021-~~03-3390-06-~~



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







| <b>Title</b>                  | <b>Page</b> |
|-------------------------------|-------------|
| <b>Fire - EMS</b>             | 3           |
| <b>General Government</b>     |             |
| <b>Alcoholic Liquor</b>       | 4           |
| <b>Miscellaneous Fees</b>     | 5           |
| <b>Municipal Court</b>        | 7           |
| <b>Parks &amp; Facilities</b> |             |
| <b>Rentals</b>                | 18          |
| <b>Special Events</b>         | 19          |
| <b>Riverview Cemetery</b>     | 20          |
| <b>Police Department</b>      | 21          |
| <b>Neighborhood Services</b>  |             |
| <b>Planning</b>               | 22          |
| <b>Permits and Licenses</b>   | 23          |
| <b>Public Services</b>        |             |
| <b>General</b>                | 24          |
| <b>Water</b>                  | 25          |
| <b>Stormwater</b>             | 28          |
| <b>Sewer</b>                  | 29          |
| <b>Sanitation</b>             | 31          |



**A. Ambulance**

- a. Advanced Life Support, Category 1 (ALS-1) .....\$800.00
- b. Advanced Life Support, Category 2 (ALS-2) .....\$850.00
- c. Convalescent Transfer, Basic Life Support (Non-Life Threatening Circumstances).....\$725.00
- d. Loaded Mileage – Per Mile .....\$16.00
- e. Waiting Time – Per Hour .....\$50.00
- f. Fall Recovery/Medical Assist .....\$100.00
- g. Treat – No Transport .....\$150.00

**B. Miscellaneous**

- a. CPR Class Session .....\$60.00
- b. Heart Saver Class .....\$80.00
- c. Consumer Fireworks Temporary Use Permit Base Fee (500 sq. ft. or less) .....\$2,500.00
  - i. Per Square Foot Over 500 Square Feet .....\$2.00 up to \$5,000.00
- d. Temporary Discharge of Fireworks Permit .....\$150.00

# General Government Alcoholic Liquor

- A. Agri-Business Building** Consumption Permit Fee (Per Day-Per Event) .....\$25.00
- B. Cereal Malt Beverage**
  - a. Consumption on Premises.....\$150.00
  - b. Inspection Fee .....\$25.00
  - c. Consumption off Premises .....\$50.00
  - d. Department of Revenue Stamp .....\$25.00
  - e. Temporary License .....\$50.00
- C. Alcoholic Liquor – Biennial License**
  - a. Consumption on Premises.....\$400.00
  - b. Consumption off Premises .....\$600.00
  - c. Temporary License .....\$50.00
- D. Caterers**
  - a. Biennial License .....\$400.00

# General Government Miscellaneous Fees

|                                                                                              |               |
|----------------------------------------------------------------------------------------------|---------------|
| <b>A. Private Security Officer</b>                                                           |               |
| a. Application for Permit .....                                                              | \$25.00       |
| b. Permit Renewal .....                                                                      | \$20.00       |
| c. Replacement Fee for Lost /Stolen Certificate or ID Card .....                             | \$10.00       |
| d. Firm License .....                                                                        | \$100.00      |
| e. Firm License Renewal (Annual) .....                                                       | \$50.00       |
| <b>B. Carnival or Circus Operation within City Limit License</b> .....                       | \$25.00/Day   |
| <b>C. Clairvoyants License</b>                                                               |               |
| a. Daily .....                                                                               | \$10.00       |
| b. Yearly .....                                                                              | \$150.00      |
| <b>D. Junk Dealers License</b> .....                                                         | \$100.00      |
| <b>E. Pawn Brokers License</b> .....                                                         | \$25.00/Year  |
| <b>F. Transient Vendor &amp; Merchants License</b>                                           |               |
| a. Daily .....                                                                               | \$30.00       |
| b. Monthly .....                                                                             | \$50.00       |
| c. Bi-Annual .....                                                                           | \$125.00      |
| d. Annual .....                                                                              | \$250.00      |
| <b>G. “Going Out of Business Sale” License</b> .....                                         | \$25.00       |
| <b>H. Scrap Metal Dealers License</b>                                                        |               |
| a. Application .....                                                                         | \$400.00      |
| b. Renewal Application .....                                                                 | \$50.00       |
| <b>I. Taxicab License Fee</b> .....                                                          | \$40.00/Year  |
| <b>J. Bus License Fee</b> .....                                                              | \$10.00/Year  |
| <b>K. Special Use of City Personnel</b>                                                      |               |
| a. Two Hour Minimum Per Hour Per Employee .....                                              | \$40.00       |
| b. And after two hour minimum is met, the employee’s time shall be charged at 1/100 per hour |               |
| <b>L. Impounded Sign Recovery (within 30 days)</b> .....                                     | \$25.00/Sign  |
| <b>M. Property Abatement</b> .....                                                           | \$100.00/Hour |
| <b>N. Peddler License (Door to Door)</b>                                                     |               |
| a. One Day License .....                                                                     | \$40.00       |
| b. License Valid for 2-30 Days .....                                                         | \$85.00       |
| c. License Valid for 31-180 Days .....                                                       | \$160.00      |
| d. License Valid for 181-365 Days .....                                                      | \$260.00      |
| e. Additional Badge Fee for Licensee .....                                                   | \$20.00       |

**O. Open Records Request Fees (Search Cost/Hourly Rates (Minimum 15 Minutes))**

- a. Staff (Each 15 Minute Increment) .....\$4.00
- b. Administrative (Each 15 Minute Increment) .....\$6.00
- c. Computer Staff (Each 15 Minute Increment) .....\$6.00
- d. Photocopies – Black & White (per page) .....\$.25
- e. Photocopies – Color (per page).....\$.50
- f. City Attorney Review .....Actual Cost

**P. Records not Specific to Individual Department**

- a. DVD – City Commission and other Recorded City Meetings.....\$5.00
- b. Postage and Handling
  - i. Actual Cost of Time, Materials and Postage
- c. Facsimile Transmission
  - i. \$0.50/Page + Actual Hourly Rate Charged (15 Minute Increment)
- d. Photograph – Digital Prints (Not run on Copy Paper)
  - i. \$1.00/Photo + Actual Hourly Rate Charged (15 Minute Increment)
- e. Research, Compilation and Transfer of Data
  - i. Actual Hourly Rate Charged (15 Minute Minimum Increment)
- f. Records not Identified
  - i. Actual Cost to Reproduce

# Municipal Court Fines and Fees

## Uniform Public Offense Code

| Description                             | Booking Procedure                            | 1st Offense                 | 2 <sup>nd</sup> Offense     | 3 <sup>rd</sup> Offense     | UPOC  | KSA     |
|-----------------------------------------|----------------------------------------------|-----------------------------|-----------------------------|-----------------------------|-------|---------|
| Abusing toxic vapors                    | Sum/Must Appear                              | \$100.00                    | \$150.00                    | \$200.00                    | 9.9   | 21-5712 |
| Administration of an unlawful substance | Arrest/Bond                                  | \$250.00                    | \$350.00                    | \$500.00                    | 3.11  | 21-5425 |
| Aiding, abetting discharge of firearm   | Sum/Must Appear                              | \$100.00                    | \$150.00                    | \$200.00                    | 10.8  | N/A     |
| Air gun, rifle, bow, bb gun, paint ball | Sum/ No Appear                               | \$50.00                     | \$75.00                     | \$100.00                    | 10.6  | N/A     |
| Alcohol without liquid machine          | Sum/Must Appear                              | \$100.00                    | \$150.00                    | \$200.00                    | 10.22 | 21-6321 |
| Animals; cruelty                        | Sum/Must Appear                              | \$150.00                    | DISTRICT                    | DISTRICT                    | 11.11 | 21-6412 |
| Assault                                 | Sum/Must Appear                              | \$50.00                     | \$75.00                     | \$100.00                    | 3.3   | 21-5412 |
| Assault on LEO                          | Arrest/Bond                                  | \$250.00                    | \$350.00                    | \$500.00                    | 3.3   | 21-5412 |
| Assembly, Unlawful                      | Sum/Must Appear                              | \$100.00                    | \$200.00                    | \$300.00                    | 9.2   | 21-6202 |
| Attempt                                 | Sum/Must Appear                              | ½ fine if offense completed | ½ fine if offense completed | ½ fine if offense completed | 2.1   | 21-5301 |
| Barbed wire                             | Sum/No Appear                                | \$50.00                     | \$100.00                    | \$200.00                    | 10.13 | N/A     |
| Battery                                 | See Special                                  | \$100.00 Sum/Must Appear    | \$200.00 Arrest/Bond        | \$300.00                    | 3.1   | 21-5413 |
| Battery, Domestic                       | Arrest/Bond (Impose special bond conditions) | \$200.00                    | DISTRICT                    | DISTRICT                    | 3.1.1 | 21-5414 |
| Battery, LEO                            | Arrest/Bond                                  | \$250.00                    | \$350.00                    | \$500.00                    | 3.2   | 21-5413 |
| Carrying concealed explosives           | Sum/Must Appear                              | \$300.00                    | \$400.00                    | \$500.00                    | 10.9  | 21-6312 |
| Cockfighting                            | Sum/Must Appear                              | \$250.00                    | \$500.00                    | \$600.00                    | 11.12 | 21-6417 |
| Commercialization of wildlife           | Sum/Must Appear                              | \$250.00                    | \$500.00                    | \$600.00                    | 11.3  | 32-1005 |
| Conspiracy                              | Sum/Must Appear                              | \$100.00                    | \$150.00                    | \$200.00                    | 2.2   | 21-5302 |
| Contributing to child's misconduct      | Sum/Must Appear                              | \$100.00                    | \$150.00                    | \$200.00                    | 5.1   | 21-5603 |
| Counterfeit drugs, trafficking          | Sum/Must Appear                              | \$250.00                    | \$350.00                    | \$500.00                    | 10.23 | 65-4167 |
| Creating a hazard                       | Sum/Must Appear                              | \$100.00                    | \$200.00                    | \$300.00                    | 10.11 | 21-6318 |
| Criminal Carrying of Weapon             | Sum/Must Appear                              | \$150.00                    | \$200.00                    | \$300.00                    | 10.1  | 21-6302 |
| Criminal Damage to Property             | Sum/Must Appear                              | \$150.00                    | \$200.00                    | \$250.00                    | 6.6   | 21-5813 |
| Criminal Hunting                        | Sum/Must Appear                              | \$75.00                     | \$150.00                    | \$250.00                    | 6.22  | 21-5810 |
| Criminal Trespass                       | Sum/Must Appear                              | \$150.00                    | \$200.00                    | \$250.00                    | 6.7   | 21-5808 |
| Criminal Use of a Financial Card        | Sum/Must Appear                              | \$150.00                    | \$250.00                    | \$500.00                    | 6.17  | 21-5828 |

| Description                               | Booking Procedure                               | 1st Offense | 2 <sup>nd</sup> Offense | 3 <sup>rd</sup> Offense | UPOC  | NSA     |
|-------------------------------------------|-------------------------------------------------|-------------|-------------------------|-------------------------|-------|---------|
| Damaging Sewers                           | Sum/Must Appear                                 | \$100.00    | \$200.00                | \$400.00                | 6.15  | N/A     |
| Defamation                                | Sum/No Appear                                   | \$200.00    | \$300.00                | \$400.00                | 3.9   | 21-6103 |
| Denial of civil rights                    | Sum/Must Appear                                 | \$250.00    | \$350.00                | \$500.00                | 8.1   | 21-6102 |
| Deposits in sewers                        | Sum/No Appear                                   | \$75.00     | \$100.00                | \$150.00                | 6.14  | N/A     |
| Deprivation of property                   | Sum/Must Appear                                 | \$100.00    | \$200.00                | \$300.00                | 6.5   | 21-5803 |
| Desecration                               | Sum/Must Appear                                 | \$150.00    | \$250.00                | \$500.00                | 9.8   | 21-6205 |
| Discharge of Firearms                     | Sum/Must Appear                                 | \$100.00    | \$150.00                | \$200.00                | 10.5  | 21-6308 |
| Disorderly Conduct                        | Sum/Must Appear                                 | \$75.00     | \$100.00                | \$150.00                | 9.1   | 21-6203 |
| Disorderly Conduct -Domestic Violence     | Arrest/Bond<br>(Impose special bond conditions) | \$100.00    | \$150.00                | \$200.00                | 9.1   | 21-6203 |
| Distribute Firearm to Felon               | Sum/Must Appear                                 | \$250.00    | \$350.00                | \$500.00                | 10.3  | 21-5222 |
| Drawing a weapon on another               | Sum/Must Appear                                 | \$200.00    | \$250.00                | \$300.00                | 10.2  | 21-5222 |
| Electioneering                            | Sum/No Appear                                   | \$50.00     | \$75.00                 | \$100.00                | 7.14  | 25-2430 |
| Endangering a child                       | Sum/Must Appear                                 | \$300.00    | \$400.00                | \$500.00                | 5.4   | 21-5601 |
| Equity Skimming                           | Sum/Must Appear                                 | \$300.00    | \$400.00                | \$500.00                | 6.19  | 21-6504 |
| Escape from Custody                       | Arrest/Bond                                     | \$300.00    | \$450.00                | \$600.00                | 7.3   | 21-5911 |
| Failure to Report a Wound                 | Sum/Must Appear                                 | \$75.00     | \$100.00                | \$150.00                | 10.12 | 21-6319 |
| False Impersonation                       | Sum/Must Appear                                 | \$100.00    | \$200.00                | \$300.00                | 7.11  | 21-5917 |
| False Signing of Petition                 | Sum/Must Appear                                 | \$50.00     | \$75.00                 | \$150.00                | 7.1   | 21-5916 |
| Furnishing to a Minor                     | Arrest/Bond                                     | \$200.00    | \$300.00                | \$500.00                | 5.2   | 21-5607 |
| Gambling                                  | Sum/No Appear                                   | \$100.00    | \$200.00                | \$300.00                | 11.8  | 21-6403 |
| Giving a False Alarm                      | Sum/Must Appear                                 | \$200.00    | \$300.00                | \$500.00                | 9.7   | 21-6207 |
| Harassment by telephone                   | Sum/Must Appear                                 | \$50.00     | \$75.00                 | \$100.00                | 9.1   | 21-6206 |
| Hosting                                   | Arrest/Bond                                     | \$1,000.00  | \$1,000.00              | \$1,000.00              | 5.3   | 21-5608 |
| Intent to Permanently Deprive             | Sum/Must Appear                                 | \$250.00    | \$350.00                | \$500.00                | 6.2   | 21-5804 |
| Interference with firefighter             | Sum/Must Appear                                 | \$100.00    | \$150.00                | \$200.00                | 3.5   | 21-6325 |
| Interference with Judicial Process        | Sum/Must Appear                                 | \$100.00    | \$150.00                | \$200.00                | 7.4   | 21-5905 |
| Interference with Law Enforcement Officer | Arrest/Bond                                     | \$250.00    | \$500.00                | \$1,000.00              | 7.2   | 21-5904 |
| Interference with police dog              | Arrest/Bond                                     | \$100.00    | \$150.00                | \$200.00                | 7.13  | N/A     |
| Interference with public business         | Sum/Must Appear                                 | \$100.00    | \$150.00                | \$200.00                | 7.12  | 21-5922 |
| Lewd, Lascivious behavior                 | Arrest/Bond                                     | \$150.00    | \$225.00                | \$300.00                | 4.1   | 21-5513 |
| Manufacture/disposal false tokens         | Sum/Must Appear                                 | \$50.00     | \$75.00                 | \$150.00                | 6.11  | 21-5829 |
| Material harmful to minors                | Sum/Must Appear                                 | \$200.00    | \$300.00                | \$400.00                | 11.7  | 21-6402 |
| Mistreatment of confined person           | Sum/Must Appear                                 | \$200.00    | \$300.00                | \$500.00                | 3.7   | 21-5416 |
| Motor vehicles, selling without license   | Sum/Must Appear                                 | \$500.00    | \$1,000.00              | \$2,500.00              | 6.18  | Aug-34  |
| Nuisance, maintaining public              | Sum/No Appear                                   | \$100.00    | \$150.00                | \$300.00                | 9.5   | 21-6204 |
| Operating motorboat, sailboat             | Sum/No Appear                                   | \$50.00     | \$100.00                | \$150.00                | 10.14 | 32-1101 |
| Operating vessel under the influence      | Arrest/Bond                                     | \$200.00    | \$500.00                | \$500.00                | 10.15 | 32-1131 |
| Patronizing prostitute                    | Sum/Must appear                                 | \$150.00    | \$225.00                | \$300.00                | 4.5   | 21-6421 |
| Performing unauthorized official act      | Sum/Must Appear                                 | \$100.00    | \$200.00                | \$300.00                | 7.6   | 21-5919 |

| Description                              | Booking Procedure | 1 <sup>st</sup> Offense        | 2 <sup>nd</sup> Offense | 3 <sup>rd</sup> Offense | UPOC  | KSA     |
|------------------------------------------|-------------------|--------------------------------|-------------------------|-------------------------|-------|---------|
| Permitting premises for gambling         | Sum/Must Appear   | \$100.00                       | \$200.00                | \$300.00                | 11.9  | 21-6406 |
| Possession of gambling device            | Sum/No Appear     | \$50.00                        | \$100.00                | \$150.00                | 11.1  | 21-6408 |
| Possession of Marijuana                  | Sum/Must Appear   | \$200.00                       | \$500.00                | DISTRICT                | 9.9.1 | 21-5706 |
| Possession of Paraphernalia              | Sum/Must Appear   | \$200.00                       | \$500.00                | DISTRICT                | 9.9.2 | 21-5709 |
| Posting Political Ads                    | Sum/No Appear     | \$40.00                        | \$60.00                 | \$80.00                 | 9.13  | 21-5820 |
| Privacy, breach of                       | Sum/No Appear     | \$150.00                       | \$200.00                | \$300.00                | 3.12  | 21-6101 |
| Promoting obscenity                      | Sum/Must Appear   | \$400.00                       | DISTRICT                | DISTRICT                | 11.1  | 21-6401 |
| Promoting obscenity to minors            | Sum/Must Appear   | \$500.00                       | DISTRICT                | DISTRICT                | 11.2  | 21-6401 |
| Prostitution                             | Sum/Must appear   | \$150.00                       | \$225.00                | \$300.00                | 4.3   | 21-6419 |
| Protective order, viol. Of               | Arrest/Bond       | \$150.00                       | \$300.00                | \$500.00                | 3.8.1 | 60-3107 |
| Purchase, consume intoxicant by minor    | Sum/Must Appear   | \$200.00                       | \$300.00                | \$400.00                | 5.8   | 41-727  |
| Purchase, possess tobacco by minor       | Sum/No Appear     | \$25.00                        | \$25.00                 | \$25.00                 | 5.6   | 79-3321 |
| Recording device, unlawful use           | Sum/ Must Appear  | \$300.00                       | DISTRICT                | DISTRICT                | 6.23  | 51-301  |
| Restraint, unlawful                      | Sum/Must Appear   | \$100.00                       | \$150.00                | \$300.00                | 3.6   | 21-5411 |
| Riot                                     | Sum/Must Appear   | \$150.00                       | \$250.00                | \$500.00                | 9.4   | 21-6201 |
| Sale of medicine through vending mach.   | Sum/No Appear     | \$50.00                        | \$100.00                | \$150.00                | 10.19 | 65-650  |
| Scrap metal, buying                      | Sum/No Appear     | \$50.00                        | \$100.00                | \$150.00                | 6.25  | 50-6111 |
| Scrap metal, selling                     | Sum/No Appear     | \$50.00                        | \$100.00                | \$150.00                | 6.24  | 50-6111 |
| Selling, furnishing tobacco to minor     | Sum/ Must Appear  | \$200.00                       | \$300.00                | \$400.00                | 5.7   | 79-3321 |
| Serial numbers                           | Sum/No Appear     | \$100.00                       | \$200.00                | \$300.00                | 6.12  | N/A     |
| Sexual battery                           | Arrest/bond       | \$200.00                       | \$500.00                | \$700.00                | 3.2.1 | 21-5505 |
| Simulating legal process                 | Sum/Must Appear   | \$100.00                       | \$200.00                | \$400.00                | 7.7   | 21-5907 |
| Smoke detector, failure to maintain      | Sum/No Appear     | \$25.00                        | \$25.00                 | \$25.00                 | 10.18 | 31-162  |
| Smoking Prohibited                       | Sum/No Appear     | \$50.00                        | \$100.00                | \$150.00                | 10.24 | 21-6110 |
| Stalking                                 | Sum/Must Appear   | \$100.00                       | DISTRICT                | DISTRICT                | 3.13  | 21-5427 |
| Taking Game from Posted Land             | Sum/Must Appear   | \$75.00                        | \$100.00                | \$150.00                | 6.21  | 32-1013 |
| Tampering with landmark                  | Sum/Must Appear   | \$250.00                       | \$350.00                | \$500.00                | 6.9   | 21-5816 |
| Tampering with public notice             | Sum/Must Appear   | \$250.00                       | \$350.00                | \$500.00                | 7.9   | 21-5921 |
| Tampering with public record             | Sum/Must Appear   | \$250.00                       | \$350.00                | \$500.00                | 7.8   | 21-5920 |
| Tampering with traffic signal            | Sum/Must Appear   | \$250.00                       | \$350.00                | \$500.00                | 6.1   | 21-5817 |
| Tattooing, body piercing under age 18    | Sum/Must Appear   | \$100.00                       | \$300.00                | \$600.00                | 10.17 | 65-1953 |
| Theft                                    | See Special       | \$100.00<br>Sum/Must<br>Appear | \$150.00<br>Arrest/Bond | DISTRICT                | 6.1   | 21-5801 |
| Theft, lost/mislaid property             | Sum/Must Appear   | \$100.00                       | \$150.00                | \$200.00                | 6.3   | 21-5802 |
| Throwing objects                         | Sum/Must Appear   | \$150.00                       | \$250.00                | \$500.00                | 10.16 | 21-5819 |
| Trespass on railroad property            | Sum/Must Appear   | \$150.00                       | \$200.00                | \$250.00                | 6.7.1 | 21-5809 |
| Unlawfully Obtain Prescription Only Drug | Arrest/Bond       | \$500.00                       | DISTRICT                | DISTRICT                | 10.2  | 21-5708 |
| Watercraft, lifesaving devices           | Sum/No Appear     | \$50.00                        | \$100.00                | \$150.00                | 5.5   | 32-1129 |
| Weapons, criminal use                    | Sum/Must Appear   | \$100.00                       | \$150.00                | \$200.00                | 10.1  | 21-4201 |
| Withholding possession public property   | Sum/Must Appear   | \$200.00                       | \$300.00                | \$400.00                | 6.13  | N/A     |
| Worthless check                          | Arrest/Bond       | \$100.00                       | \$200.00                | DISTRICT                | 6.16  | 21-5821 |



|                                                                           |                 |          |          |          |  |
|---------------------------------------------------------------------------|-----------------|----------|----------|----------|--|
| For any offense not specifically listed herein, the minimum fine shall be | Sum/Must Appear | \$100.00 | \$200.00 | \$300.00 |  |
|---------------------------------------------------------------------------|-----------------|----------|----------|----------|--|

### Standard Traffic Ordinance

| Description                            | Booking Procedure                     | 1 <sup>st</sup> Offense     | 2 <sup>nd</sup> Offense | 3 <sup>rd</sup> Offense | STO             | KSA      |
|----------------------------------------|---------------------------------------|-----------------------------|-------------------------|-------------------------|-----------------|----------|
| Barricades; driving around barriers    | Sum/No Appear                         | \$40.00                     | \$60.00                 | \$80.00                 | 14-122          | N/A      |
| Blocking Traffic leaving <10' roadway  | Sum/No Appear                         | \$40.00                     | \$60.00                 | \$80.00                 | 13-90           | N/A      |
| Child Safety Restraints                | Sum/No Appear                         | \$60.00                     | \$60.00                 | \$60.00                 | 17-182          | 8-1344   |
| Commercial D.U.I.                      | Arrest/Bond                           | \$750.00                    | \$1,250.00              | DISTRICT                | 6-30.1          | 8 2144   |
| D.U.I.                                 | Arrest/Bond                           | \$750.00                    | \$1,250.00              | DISTRICT                | 6-30            | 8-1567   |
| Disobey Traffic Control Officer        | Sum/No Appear                         | \$50.00                     | \$100.00                | \$180.00                | 3-6             | 8-1503   |
| Driving in violation of restrictions   | Sum/Must Appear<br>Eye Wear/No Appear | \$100.00                    | \$150.00                | \$200.00                | 19-195          | 8-291    |
| Driving thru Funeral Procession        | Sum/No Appear                         | \$40.00                     | \$60.00                 | \$80.00                 | 14-120          | N/A      |
| Driving thru Private Prop to avoid TCD | Sum/No Appear                         | \$40.00                     | \$60.00                 | \$80.00                 | 14-118          | N/A      |
| Driving thru yards w/intent to damage  | Sum/No Appear                         | \$40.00                     | \$60.00                 | \$80.00                 | 14-125          | 8-1348   |
| Driving while Suspended or Revoked     | see special                           | \$150.00<br>Sum/Must Appear | \$225.00<br>Arrest/Bond | DISTRICT                | 19-194          | 8-262    |
| Duty to Report/Give Aid                | Sum/Must Appear                       | \$150.00                    | \$225.00                | \$300.00                | 5-25            | 8-1604   |
| Duty upon striking unattended Vehicle  | Sum/No Appear                         | \$75.00                     | \$113.00                | \$180.00                | 5-26            | 8-1605   |
| Eluding a police officer in vehicle    | Arrest/Bond                           | \$250.00                    | \$325.00                | \$500.00                | 6-31            | 8-1568   |
| False Accident Report                  | Sum/Must Appear                       | \$100.00                    | \$150.00                | \$200.00                | 5-28            | 8-1608   |
| Habitual Violator                      | See Special                           | \$300.00<br>Sum/Must Appear | \$450.00<br>Arrest/Bond | \$600.00                | 19-195.1        | 8-287    |
| Handicapped Parking                    | Sum/No Appear                         | \$50.00                     | \$75.00                 | \$100.00                | 13-87           | 8-1,130a |
| Ignition Interlock Devices: Tampering  | Sum/No Appear                         | \$100.00                    | \$150.00                | \$200.00                | 6-30.3          | 8-1017   |
| Illegal Parking                        | Sum/No Court Cost                     | \$10.00                     | \$20.00                 | \$30.00                 | 13-85           | 8-1571   |
| Improper parking in stall markings     | Sum/No Appear                         | \$40.00                     | \$60.00                 | \$80.00                 | 13-89           | N/A      |
| Inattentive Driving                    | Sum/No Appear                         | \$40.00                     | \$60.00                 | \$80.00                 | 14-104          | N/A      |
| Leaving the Scene of IA                | See Special                           | \$300.00<br>Sum/Must Appear | \$450.00<br>Arrest/Bond | \$600.00                | 5-23            | 8-1602   |
| Licensing                              | Sum/Must Appear                       | \$300.00                    | \$400.00                | \$500.00                | 14-195          |          |
| Limited Time Parking Violation         | Sum/No Appear                         | \$40.00                     | \$60.00                 | \$80.00                 | 13-97           | N/A      |
| Loading, unloading, or special zones   | Sum/No Appear                         | \$40.00                     | \$60.00                 | \$80.00                 | 13-99           | N/A      |
| No Driver's License & Expired DL       | Sum/Must Appear                       | \$200.00                    | \$300.00                | \$400.00                | 19-192          | 8-235    |
| No Driver's License In Possession      | Sum/No Appear                         | \$50.00                     | \$75.00                 | \$100.00                | 19-193          | 8-244    |
| No Proof of Insurance                  | Sum/Must Appear                       | \$300.00                    | \$800.00                | \$800.00                | 19-200          | 40-3104  |
| No Seat Belt 14-18 (No Court Costs)    | Sum/No Appear                         | \$60.00                     | \$60.00                 | \$60.00                 | 17-182a         | 8-1578a  |
| No Seat Belt 18+ (No Court Costs)      | Sum/No Appear                         | \$30.00                     | \$30.00                 | \$30.00                 | 17-182a         | 8-1578a  |
| Obstructing License Plates             | Sum/No Appear                         | \$40.00                     | \$60.00                 | \$80.00                 | 14-126.1        | N/A      |
| Parking Disabled and Other Vehicles    | Sum/No Appear                         | \$40.00                     | \$60.00                 | \$80.00                 | 13-93<br>(a)(b) | 8-1102   |

|                                                                           |                  |                                |                         |          |          |          |
|---------------------------------------------------------------------------|------------------|--------------------------------|-------------------------|----------|----------|----------|
| Pedestrian under influence on roadway                                     | Sum/Must Appear  | \$50.00                        | \$75.00                 | \$100.00 | 11-74    |          |
| Permit unauthorized minor to drive                                        | Sum/No Appear    | \$50.00                        | \$75.00                 | \$100.00 | 19-197   | 8-263    |
| Permit unauthorized operator to drive                                     | Sum/No Appear    | \$50.00                        | \$75.00                 | \$100.00 | 19-196   | 8-264    |
| Private Property Sales                                                    | Sum/Must Appear  | \$100.00                       | \$150.00                | \$200.00 | 18-223   | N/A      |
| Public Property Sales                                                     | Sum/Must Appear  | \$100.00                       | \$150.00                | \$200.00 | 18-221   | N/A      |
| Racing on Highways                                                        | Sum/Must Appear  | \$75.00                        | \$100.00                | \$150.00 | 7-37     | 8-1565   |
| Reckless Driving                                                          | See Special      | \$150.00<br>Sum/Must<br>Appear | \$225.00<br>Arrest/Bond | \$300.00 | 6-29     | 8-1566   |
| Remove/deface traffic control device                                      | Sum/ Must Appear | \$100.00                       | \$200.00                | \$300.00 | 4-18     | 8-1513   |
| Reporting Certain 2nd Hand Goods                                          | Sum/No Appear    | \$100.00                       | \$150.00                | \$200.00 | 18-135   | N/A      |
| Skates, skateboards etc. on roadway                                       | Sum/No Appear    | \$40.00                        | \$60.00                 | \$80.00  | 15-136   | N/A      |
| Spilling Loads on Roadways                                                | Sum/Must Appear  | \$100.00                       | \$150.00                | \$200.00 | 17-179   | N/A      |
| Trailers & Towed vehicles, safety hitches                                 | Sum/No Appear    | \$40.00                        | \$60.00                 | \$80.00  | 17-180   | N/A      |
| Transport Alcoholic Beverage Driver                                       | Sum/No Appear    | \$150.00                       | \$200.00                | \$250.00 | 14-106   | 8-1599   |
| Transport Alcoholic Beverage Passenger                                    | Sum/No Appear    | \$150.00                       | \$200.00                | \$250.00 | 14-106   | 8-1599   |
| Unlawful Riding on Vehicles 14 & older                                    | Sum/No Appear    | \$40.00                        | \$60.00                 | \$80.00  | 14-115   | 8-1343   |
| Unlawful Riding on Vehicles under 14                                      | Sum/No Appear    | \$40.00                        | \$60.00                 | \$80.00  | 17-115   | 8-1578a  |
| Unlawful use of Driver's License                                          | Sum/Must Appear  | \$200.00                       | \$300.00                | \$500.00 | 19-199   | 8-260    |
| Unlawful Use of Wireless Communication Device                             | Sum/No Appear    | \$60.00                        | \$60.00                 | \$60.00  | 14-126.2 | 8-15,111 |
| U-turn on curve or crest of grade                                         | Sum/No Appear    | \$40.00                        | \$60.00                 | \$80.00  | 9-52     | 8-1546   |
| Vehicle for sale or on street repair, Prohibit                            | Sum/No Appear    | \$40.00                        | \$60.00                 | \$80.00  | 13-88    | N/A      |
| For any offense not specifically listed herein, the minimum fine shall be | Sum/Must Appear  | \$100.00                       | \$200.00                | \$300.00 |          |          |

**Standard Traffic Ordinance – Infractions**

| Description                                           | 1 <sup>st</sup> Offense | 2 <sup>nd</sup> Offense | 3 <sup>rd</sup> Offense | STO    | KSA    |
|-------------------------------------------------------|-------------------------|-------------------------|-------------------------|--------|--------|
| Blind pedestrian right of way                         | \$45.00                 | \$60.00                 | \$75.00                 | 11-73  | 8-1542 |
| Carrying articles on bicycle; one hand on handle bars | \$45.00                 | \$60.00                 | \$75.00                 | 15-132 | 8-1591 |
| Clinging to other vehicle                             | \$45.00                 | \$60.00                 | \$75.00                 | 15-130 | 8-1589 |
| Coasting                                              | \$45.00                 | \$60.00                 | \$75.00                 | 14-109 | 8-1580 |
| Defective brakes                                      | \$45.00                 | \$60.00                 | \$75.00                 | 17-173 | 8-1734 |
| Defective headlamps                                   | \$45.00                 | \$60.00                 | \$75.00                 | 17-146 | 8-1705 |
| Defective horn, muffler, mirrors or tires             | \$45.00                 | \$60.00                 | \$75.00                 | 18-191 | 8-1810 |
| Defective mirror                                      | \$45.00                 | \$60.00                 | \$75.00                 | 17-176 | 8-1740 |
| Defective motorcycle lamp                             | \$45.00                 | \$60.00                 | \$75.00                 | 18-183 | 8-1801 |
| Defective motorcycle or motor-driven cycle brakes     | \$45.00                 | \$60.00                 | \$75.00                 | 18-189 | 8-1807 |
| Defective motorcycle reflector                        | \$45.00                 | \$60.00                 | \$75.00                 | 18-185 | 8-1803 |
| Defective motorcycle stop lams and turn signals       | \$45.00                 | \$60.00                 | \$75.00                 | 18-186 | 8-1804 |
| Defective motorcycle tail lamp                        | \$45.00                 | \$60.00                 | \$75.00                 | 18-184 | 8-1802 |

| Description                                                                                 | 1 <sup>st</sup><br>Offense | 2 <sup>nd</sup><br>Offense | 3 <sup>rd</sup><br>Offense | STC    | ROW     |
|---------------------------------------------------------------------------------------------|----------------------------|----------------------------|----------------------------|--------|---------|
| Defective muffler                                                                           | \$45.00                    | \$60.00                    | \$75.00                    | 17-175 | 8-1739  |
| Defective multi-beam lighting                                                               | \$45.00                    | \$60.00                    | \$75.00                    | 18-187 | 8-1805  |
| Defective or improper use of horn or warning device                                         | \$45.00                    | \$60.00                    | \$75.00                    | 17-174 | 8-1738  |
| Defective reflector                                                                         | \$45.00                    | \$60.00                    | \$75.00                    | 17-148 | 8-1707  |
| Defective tail lamps                                                                        | \$45.00                    | \$60.00                    | \$75.00                    | 17-147 | 8-1706  |
| Defective wipers; obstructed windshield or windows                                          | \$45.00                    | \$60.00                    | \$75.00                    | 17-177 | 8-1741  |
| Disobey ped. Traffic control device                                                         | \$45.00                    | \$60.00                    | \$75.00                    | 11-63  | 8-1532  |
| Disobey traffic control device                                                              | \$75.00                    | \$105.00                   | \$135.00                   | 4-12   | 8-1507  |
| Drivers View Obstructed                                                                     | \$50.00                    | \$75.00                    | \$100.00                   | 14-108 | 8-1576  |
| Driving into intersection, crosswalk or crossing without sufficient space on other side     | \$45.00                    | \$60.00                    | \$75.00                    | 14-113 | 8-1584  |
| Driving on left in no-passing zone                                                          | \$75.00                    | \$105.00                   | \$135.00                   | 8-44   | 8-1520  |
| Driving on left side of roadway                                                             | \$75.00                    | \$105.00                   | \$135.00                   | 7-38   | 8-1514  |
| Driving on Left side where curve, grade, intersection railroad crossing, or obstructed view | \$75.00                    | \$105.00                   | \$135.00                   | 8-43   | 8-1519  |
| Driving on Sidewalk                                                                         | \$45.00                    | \$60.00                    | \$75.00                    | 14-116 | 8-1575  |
| Driving over fire hose                                                                      | \$45.00                    | \$60.00                    | \$75.00                    | 14-111 | 8-1582  |
| Driving through safety zone prohibited                                                      | \$45.00                    | \$60.00                    | \$75.00                    | 11-70  | 8-1539  |
| Driving without lights when needed                                                          | \$45.00                    | \$60.00                    | \$75.00                    | 17-144 | 8-1703  |
| Driving wrong way on one-way road                                                           | \$75.00                    | \$105.00                   | \$135.00                   | 8-45   | 8-1521  |
| Fail of certain vehicles to stop RR crossing                                                | \$195.00                   | \$255.00                   | \$315.00                   | 12-78  | 8-1553  |
| Fail to comply w/const. zone restrictions                                                   | \$105.00                   | \$150.00                   | \$195.00                   | 10-62  | 8-1531  |
| Fail to exercise due care to pedestrian                                                     | \$45.00                    | \$60.00                    | \$75.00                    | 11-66  | 8-1535  |
| Fail to obey railroad crossing signal                                                       | \$195.00                   | \$255.00                   | \$315.00                   | 12-76  | 8-1551  |
| Fail to stop railroad crossing stop sign                                                    | \$135.00                   | \$195.00                   | \$255.00                   | 12-77  | 8-1552  |
| Fail to yield pedestrian in crosswalk                                                       | \$75.00                    | \$105.00                   | \$135.00                   | 11-64  | 8-1533  |
| Fail to yield ROW from stop/yield sign                                                      | \$75.00                    | \$105.00                   | \$135.00                   | 10-59  | 8-1528  |
| Fail to Yield ROW to emergency vehicle                                                      | \$195.00                   | \$285.00                   | \$375.00                   | 10-61  | 8-1530  |
| Fail to yield ROW turning left                                                              | \$75.00                    | \$105.00                   | \$135.00                   | 10-58  | 8-1527  |
| Fail to yield ROW uncontrolled intersection                                                 | \$75.00                    | \$105.00                   | \$135.00                   | 10-57  | 8-1526  |
| Fail to Yield ROW upon entering road                                                        | \$75.00                    | \$105.00                   | \$135.00                   | 10-60  | 8-1529  |
| Fail to yield to emergency vehicle by pedestrian                                            | \$45.00                    | \$60.00                    | \$75.00                    | 11-72  | 8-1541  |
| Fail to yield to pedestrian on sidewalk                                                     | \$45.00                    | \$60.00                    | \$75.00                    | 11-71  | 8-1540  |
| Failure to dim headlights                                                                   | \$75.00                    | \$105.00                   | \$135.00                   | 17-165 | 8-1725  |
| Failure to keep right to pass on-coming vehicle                                             | \$75.00                    | \$105.00                   | \$135.00                   | 8-39   | 8-1515  |
| Following fire apparatus too closely                                                        | \$75.00                    | \$105.00                   | \$135.00                   | 14-110 | 8-1581  |
| Following too close                                                                         | \$75.00                    | \$105.00                   | \$135.00                   | 8-47   | 8-1523  |
| Illegal Window Tint                                                                         | \$45.00                    | \$60.00                    | \$75.00                    | 17-181 | 8-1749a |
| Impeding normal traffic by                                                                  | \$55.00                    | \$60.00                    | \$75.00                    | 7-34   | 8-1561  |
| Improper Backing                                                                            | \$45.00                    | \$60.00                    | \$75.00                    | 14-117 | 8-1574  |
| Improper bicycle lamps broken or reflectors                                                 | \$45.00                    | \$60.00                    | \$75.00                    | 15-133 | 8-1592  |
| Improper crossover on divided highway                                                       | \$45.00                    | \$60.00                    | \$75.00                    | 8-48   | 8-1524  |

| Description                                                                                      | 1 <sup>st</sup><br>Offense | 2 <sup>nd</sup><br>Offense | 3 <sup>rd</sup><br>Offense | STC      | KSA      |
|--------------------------------------------------------------------------------------------------|----------------------------|----------------------------|----------------------------|----------|----------|
| Improper driving on laned roadway                                                                | \$75.00                    | \$105.00                   | \$135.00                   | 8-46     | 8-1522   |
| Improper hand signal                                                                             | \$45.00                    | \$60.00                    | \$75.00                    | 9-56     | 8-1550   |
| Improper lamp color of certain vehicles                                                          | \$45.00                    | \$60.00                    | \$75.00                    | 17-152   | 8-1711   |
| Improper Lamps and equipment on implements of husbandry, road machinery or animal drawn vehicles | \$45.00                    | \$60.00                    | \$75.00                    | 17-158   | 8-1718   |
| Improper lamps on Parked Vehicle - Improper lamps etc. on farm tractor or slow moving vehicle    | \$45.00                    | \$60.00                    | \$75.00                    | 17-157   | 8-1716   |
| Improper lamps or lights on emergency vehicle                                                    | \$45.00                    | \$60.00                    | \$75.00                    | 17-160   | 8-1720   |
| Improper lighting equipment on certain vehicles                                                  | \$45.00                    | \$60.00                    | \$75.00                    | 17-151   | 8-1710   |
| Improper lights on highway construction or maintenance vehicles                                  | \$45.00                    | \$60.00                    | \$75.00                    | 17-172   | 8-1731   |
| Improper method of giving notice of intention to turn                                            | \$45.00                    | \$60.00                    | \$75.00                    | 9-55     | 8-1549   |
| Improper motorcycle handlebars or passenger equipment                                            | \$75.00                    | \$105.00                   | \$135.00                   | 16-141   | 8-1597   |
| Improper mounting of reflectors and lamps on certain vehicles                                    | \$45.00                    | \$60.00                    | \$75.00                    | 17-153   | 8-1712   |
| Improper multiple-beam lights                                                                    | \$45.00                    | \$60.00                    | \$75.00                    | 17-164   | 8-1724   |
| Improper number of driving lamps                                                                 | \$45.00                    | \$60.00                    | \$75.00                    | 17-168   | 8-1728   |
| Improper operation of motorcycle on laned roadway                                                | \$75.00                    | \$105.00                   | \$135.00                   | 16-139   | 8-1595   |
| Improper operation of motorcycle; seats; passengers, bundles                                     | \$45.00                    | \$60.00                    | \$75.00                    | 16-138   | 8-1594   |
| Improper operation of snowmobile on highway                                                      | \$45.00                    | \$60.00                    | \$75.00                    | 14-114   | 8-1585   |
| Improper passing on right                                                                        | \$75.00                    | \$105.00                   | \$135.00                   | 8-41     | 8-1517   |
| Improper passing; increasing speed when passed                                                   | \$75.00                    | \$105.00                   | \$135.00                   | 8-40     | 8-1516   |
| Improper Pedestrian movement in walk                                                             | \$45.00                    | \$60.00                    | \$75.00                    | 11-67    | 8-1536   |
| Improper performance ability of brakes                                                           | \$45.00                    | \$60.00                    | \$75.00                    | 18-190   | 8-1808   |
| Improper riding of bicycle on roadway                                                            | \$45.00                    | \$60.00                    | \$75.00                    | 15-131   | 8-1590   |
| Improper road-lighting equipment on motor-driven cycle brakes                                    | \$45.00                    | \$60.00                    | \$75.00                    | 18-188   | 8-1806   |
| Improper school bus lighting equipment and warning devices                                       | \$45.00                    | \$60.00                    | \$75.00                    | 17-170   | 8-1730   |
| Improper single-beam headlights                                                                  | \$45.00                    | \$60.00                    | \$75.00                    | 17-166   | 8-1726   |
| Improper speed with alternate lighting                                                           | \$45.00                    | \$60.00                    | \$75.00                    | 17-167   | 8-1727   |
| Improper stop lamp or turn signal                                                                | \$45.00                    | \$60.00                    | \$75.00                    | 17-149   | 8-1708   |
| Improper stop or turn signal                                                                     | \$45.00                    | \$60.00                    | \$75.00                    | 17-161   | 8-1721   |
| Improper tires                                                                                   | \$45.00                    | \$60.00                    | \$75.00                    | 17-178   | 8-1742,a |
| Improper turn or approach                                                                        | \$75.00                    | \$105.00                   | \$135.00                   | 9-49     | 8-1545   |
| Improper use of roadway by pedestrian                                                            | \$45.00                    | \$60.00                    | \$75.00                    | 11-68    | 8-1537   |
| Improper U-turn                                                                                  | \$75.00                    | \$105.00                   | \$135.00                   | 9-51     | 8-1546   |
| Improper vehicular hazard warning lamp                                                           | \$45.00                    | \$60.00                    | \$75.00                    | 17-162   | 8-1722   |
| Improper visibility of reflectors and lamps on certain vehicles                                  | \$45.00                    | \$60.00                    | \$75.00                    | 17-154   | 8-1713   |
| Improper wide-based single tires                                                                 | \$75.00                    | \$105.00                   | \$135.00                   | 17-178.1 | 8-1742b  |
| Jay walking                                                                                      | \$45.00                    | \$60.00                    | \$75.00                    | 11-65    | 8-1534   |
| Lamps or Flags on Projecting Loads                                                               | \$75.00                    | \$105.00                   | \$135.00                   | 17-156   | 8-1715   |
| Motorcycle clinging to other vehicle                                                             | \$45.00                    | \$60.00                    | \$750.00                   | 16-140   | 8-1596   |
| Motorcycle helmet and eye protection requirements                                                | \$45.00                    | \$60.00                    | \$75.00                    | 16-142   | 8-1598   |
| Moving heavy equip at RR crossing                                                                | \$75.00                    | \$105.00                   | \$135.00                   | 12-79    | 8-1554   |
| Not riding on bicycle seat; too many persons on bicycle                                          | \$45.00                    | \$60.00                    | \$75.00                    | 15-129   | 8-1588   |

| Description                                                                     | 1 <sup>st</sup> Offense | 2 <sup>nd</sup> Offense | 3 <sup>rd</sup> Offense | STC      | KSA      |
|---------------------------------------------------------------------------------|-------------------------|-------------------------|-------------------------|----------|----------|
| Overtaking and passing church bus                                               | \$195.00                | \$285.00                | \$375.00                | 12-82    | 8-1556a  |
| Overtaking and passing school bus                                               | \$315.00                | \$750.00                | \$1,000.00              | 12-81    | 8-1556   |
| Parental responsibility of child riding bicycle                                 | \$45.00                 | \$60.00                 | \$75.00                 | 15-127   | 8-1586   |
| Passing on left with insufficient clearance                                     | \$75.00                 | \$105.00                | \$135.00                | 8-42     | 8-1518   |
| Pedestrian soliciting rides or contributions                                    | \$45.00                 | \$60.00                 | \$75.00                 | 11-69    | 8-1538   |
| Pedestrian disobey railroad signals                                             | \$45.00                 | \$60.00                 | \$75.00                 | 11-75    | 8-1544   |
| Putting glass, etc. on highway                                                  | \$105.00                | \$150.00                | \$195.00                | 14-112   | 8-1583   |
| Refusal to submit to preliminary breath test                                    | \$105.00                | \$150.00                | \$195.00                | 6-30.2   | 8-1012   |
| Riding in house trailer                                                         | \$45.00                 | \$60.00                 | \$75.00                 | 14-124   | 8-1578   |
| Speeding on motor driven motorcycle                                             | \$75.00                 | \$105.00                | \$135.00                | 7-35     | 8-1562   |
| Unattended Vehicle                                                              | \$25.00                 | \$50.00                 | \$100.00                | 14-107   | 8-1573   |
| Unauthorized additional lighting equipment                                      | \$45.00                 | \$60.00                 | \$75.00                 | 17-163   | 8-1723   |
| Unauthorized lights and devices on church or day-care bus                       | \$45.00                 | \$60.00                 | \$90.00                 | 17-171   | 8-1730a  |
| Unauthorized lights and signals                                                 | \$45.00                 | \$60.00                 | \$75.00                 | 17-169   | 8-1729   |
| Unauthorized sign, signal, marking or device                                    | \$45.00                 | \$60.00                 | \$75.00                 | 4-17     | 8-1512   |
| Unlawful operation of all-terrain vehicle                                       | \$75.00                 | \$105.00                | \$135.00                | 14-114.1 | 8-15,100 |
| Unlawful operation of a Micro Utility Truck                                     | \$75.00                 | \$105.00                | \$135.00                | 14-114.2 | 8-15,106 |
| Unlawful operation of a low-speed vehicle                                       | \$75.00                 | \$105.00                | \$135.00                | 14-114.3 | 8-15,101 |
| Unlawful operation of a Worksite Utility Vehicle                                | \$75.00                 | \$105.00                | \$135.00                | 14-114.5 | 8-15,109 |
| Unlawful riding on vehicle                                                      | \$75.00                 | \$105.00                | \$135.00                | 17-143   | 8-1701   |
| Unlawful use of spot, fog or auxiliary lamp                                     | \$45.00                 | \$60.00                 | \$75.00                 | 17-159   | 8-1719   |
| Unsafe opening of vehicle door                                                  | \$45.00                 | \$60.00                 | \$75.00                 | 14-123   | 8-1577   |
| Unsafe speed for prevailing conditions                                          | \$105.00                | \$135.00                | \$165.00                | 7-32     | 8-1557   |
| Unsafe starting of stopping vehicle                                             | \$45.00                 | \$60.00                 | \$75.00                 | 9-53     | 8-1547   |
| Unsafe turning or stopping, failure to give proper signal; unlawful turn signal | \$75.00                 | \$105.00                | \$135.00                | 9-54     | 8-1548   |
| Using headphones/TV while driving                                               | \$45.00                 | \$60.00                 | \$75.00                 | 14-103   | 8-1748   |
| Vehicle enter roadway private drive w/o stop                                    | \$75.00                 | \$105.00                | \$135.00                | 12-80    | 8-1555   |
| Violating flashing traffic signals                                              | \$75.00                 | \$105.00                | \$135.00                | 4-15     | 8-1510   |
| Violating lane-control signal                                                   | \$75.00                 | \$105.00                | \$135.00                | 4-16     | 8-1511   |
| Violating pedestrian control signal                                             | \$45.00                 | \$60.00                 | \$75.00                 | 4-14     | 8-1509   |
| Violating traffic control signal                                                | \$75.00                 | \$105.00                | \$135.00                | 4-13     | 8-1508   |

**Municipal Code and Other Violations**

| Description                     | Booking Procedure | 1 <sup>st</sup> Offense | 2 <sup>nd</sup> Offense | 3 <sup>rd</sup> Offense | Mun Code | KSA |
|---------------------------------|-------------------|-------------------------|-------------------------|-------------------------|----------|-----|
| Angular Parking downtown        | Sum/No Appear     | \$40.00                 | \$60.00                 | \$80.00                 | 58 59    | N/A |
| Animals at Large-(except dog)   | Sum/No Appear     | \$40.00                 | \$60.00                 | \$80.00                 | 10 1     | N/A |
| Bicycle/Skateboard Violation    | Sum/No Appear     | \$25.00                 | \$50.00                 | \$100.00                | 50 23    | N/A |
| Burning within the City Limits  | Sum/Must Appear   | \$100.00                | \$100.00                | \$100.00                | 34-20    | N/A |
| Careless Driving – IA involved  | Sum/Must Appear   | \$300.00                | \$450.00                | \$600.00                | 58 27    | N/A |
| Careless Driving – NIA involved | Sum/No Appear     | \$100.00                | \$150.00                | \$300.00                | 58 27    | N/A |

| Description                                                    | Booking Procedure | 1 <sup>st</sup> Offense    | 2 <sup>nd</sup> Offense   | 3 <sup>rd</sup> Offense   | Section , Item 2. |         |
|----------------------------------------------------------------|-------------------|----------------------------|---------------------------|---------------------------|-------------------|---------|
|                                                                |                   |                            |                           |                           | Code              | KSA     |
| Careless Driving – No Accident Inv                             | Sum/No Appear     | \$40.00                    | \$60.00                   | \$80.00                   | 58 27             | N/A     |
| City Pond Violations                                           | Sum/No Appear     | \$40.00                    | \$60.00                   | \$80.00                   | 50 351            | N/A     |
| Curfew violation                                               | See Special       | \$100.00 Sum /No Appear    | \$150.00 Sum /Must Appear | \$200.00 Sum/ Must Appear | 42-24             | N/A     |
| Defacement of Property                                         | Sum/Must Appear   | \$150.00                   | \$250.00                  | \$350.00                  |                   |         |
| Disturbing the peace                                           | Sum/No Appear     | \$50.00                    | \$75.00                   | \$100.00                  | 42-22             | N/A     |
| Dog at Large                                                   | Sum/No Appear     | \$60.00                    | \$80.00                   | \$100.00                  | 10 34             | 47-122  |
| Dogs Staked or Tethered                                        | Sum/Must Appear   | \$60.00                    | \$80.00                   | \$100.00                  | 10 35             | N/A     |
| Enclosures (for swimming pools) (IPMC 303.2)                   | Sum/Must Appear   | \$300.00                   | \$400.00                  | \$500.00                  |                   |         |
| Failure to Appear                                              | Arrest/Bond       | \$25.00                    | \$25.00                   | \$25.00                   | 42-21             | 21-5915 |
| Failure to Maintain Property                                   | Sum/Must Appear   | \$100.00                   | \$200.00                  | \$300.00                  | IPMC 302.1        |         |
| Failure to Mow (IPMC 302.1)                                    | Sum/Must Appear   | \$100.00                   | \$100.00                  | \$100.00                  |                   |         |
| Failure to Pull a Permit (R105.1)                              | Sum/Must Appear   | \$300.00                   | \$400.00                  | \$500.00                  |                   |         |
| Food Preparation (IPMC 404.7)                                  | Sum/Must Appear   | \$300.00                   | \$400.00                  | \$500.00                  |                   |         |
| Illegal Out-of-State Tag                                       | Sum/No Appear     | \$100.00                   | \$150.00                  | \$300.00                  | 58-24(6)          | 8-1,138 |
| Illegal Roof Overlay (R907.3)                                  | Sum/Must Appear   | \$350.00                   | \$350.00                  | \$350.00                  |                   |         |
| Illegal/Expired Tag                                            | Sum/No Appear     | \$100.00                   | \$150.00                  | \$300.00                  | 58-24             | 8-142   |
| Infestation (IPMC 309.1) Commercial                            | Sum/Must Appear   | \$500.00                   | \$600.00                  | \$700.00                  |                   |         |
| Infestation (IPMC 309.1) Residential                           | Sum/Must Appear   | \$200.00                   | \$300.00                  | \$400.00                  |                   |         |
| Littering                                                      | Sum/No Appear     | \$50.00                    | \$75.00                   | \$100.00                  | 42 26             | 21-5815 |
| Motor Vehicles (IPMC 302.8)                                    | Sum/Must Appear   | \$200.00                   | \$300.00                  | \$400.00                  |                   |         |
| No Vaccination of Animal/Rabies Tag                            | Sum/No Appear     | \$40.00                    | \$60.00                   | \$80.00                   | 10 7              | N/A     |
| Noisy Dogs                                                     | Sum/No Appear     | \$40.00                    | 60..00                    | \$80.00                   | 10 36             | N/A     |
| Nuisance                                                       | Sum/No Appear     | \$100.00                   | \$150.00                  | \$200.00                  | 42 27             | N/A     |
| Premise Cleaned                                                | Sum/No Appear     | \$100.00                   | \$150.00                  | \$200.00                  | 46-4              | N/A     |
| Premises Identification (IPMC 304.3)                           | Sum/Must Appear   | \$50.00                    | \$75.00                   | \$100.00                  |                   |         |
| Probation Violation                                            |                   | \$50.00 fine Def's \$ Only | ** \$500.00 After 12 hrs  | Cash Bond                 | 42-21             | 21-5915 |
| Prohibited Occupancy (IPMC 108.5) Includes Dangerous Equipment | Sum/Must Appear   | \$400.00                   | \$500.00                  | \$600.00                  |                   |         |
| Rubbish/Garbage IPMC 308.1                                     | Sum/Must Appear   | \$50.00                    | \$75.00                   | \$100.00                  |                   |         |
| Site Violation-Number of Animals Limited                       | Sum/No Appear     | \$60.00                    | \$80.00                   | \$100.00                  | 10 6              | N/A     |
| Transfer of Ownership (IPMC 107.6)                             | Sum/Must Appear   | \$300.00                   | \$400.00                  | \$500.00                  |                   |         |
| Truck parking residential zone                                 | Sum/No Appear     | \$40.00                    | \$60.00                   | \$80.00                   | 58 58             | N/A     |
| Truck Route Violation                                          | Sum/No Appear     | \$100.00                   | \$150.00                  | \$200.00                  | 58 78             | N/A     |
| Unauthorized Tampering (IPMC 107.4)                            | Sum/Must Appear   | \$200.00                   | \$300.00                  | \$400.00                  |                   |         |
| Unlawful Placard Removal (IPMC 108.4.1)                        | Sum/Must Appear   | \$400.00                   |                           |                           |                   |         |
| Vicious/Biting Dog                                             | Sum/Must Appear   | \$150.00                   | \$225.00                  | \$300.00                  | 10 37             | 21-6418 |
| Window peeping                                                 | Sum/Must Appear   | \$100.00                   | \$200.00                  | \$300.00                  | 42-23             | N/A     |

| Description                                                               | Booking Procedure | 1 <sup>st</sup> Offense | 2 <sup>nd</sup> Offense | 3 <sup>rd</sup> Offense | Section , Item 2. |  |
|---------------------------------------------------------------------------|-------------------|-------------------------|-------------------------|-------------------------|-------------------|--|
|                                                                           |                   |                         |                         |                         | Code              |  |
| Unsafe Conditions (IPMC 304.1.1)                                          | Sum/Must Appear   | \$100.00                | \$150.00                | \$200.00                |                   |  |
| Water Conservation                                                        | Sum/No Appear     | \$250.00                | \$500.00                | \$500.00                | 62-203(b)         |  |
| Bench Warrant Fee per case                                                | xx                | \$50.00                 | xx                      | xx                      | 2-361(b)          |  |
| Expungement Fee per case                                                  | xx                | \$75.00                 | xx                      | xx                      | 2-361(e)          |  |
| For any offense not specifically listed herein, the minimum fine shall be | Sum/Must Appear   | \$100.00                | \$200.00                | \$300.00                |                   |  |

**Speeding**

| Description             | 1 <sup>st</sup> Offense    | 2 <sup>nd</sup> Offense    | 3 <sup>rd</sup> Offense    |
|-------------------------|----------------------------|----------------------------|----------------------------|
| Speeding 10 MPH & Under | \$45.00                    | \$60.00                    | \$75.00                    |
| 11 MPH Over             | \$51.00                    | \$66.00                    | \$81.00                    |
| 12 MPH Over             | \$57.00                    | \$72.00                    | \$87.00                    |
| 13 MPH Over             | \$63.00                    | \$78.00                    | \$93.00                    |
| 14 MPH Over             | \$69.00                    | \$84.00                    | \$99.00                    |
| 15 MPH Over             | \$75.00                    | \$90.00                    | \$105.00                   |
| 16 MPH Over             | \$81.00                    | \$96.00                    | \$111.00                   |
| 17 MPH Over             | \$87.00                    | \$102.00                   | \$117.00                   |
| 18 MPH Over             | \$93.00                    | \$108.00                   | \$123.00                   |
| 19 MPH Over             | \$99.00                    | \$114.00                   | \$129.00                   |
| 20 MPH Over             | \$105.00                   | \$120.00                   | \$135.00                   |
| 21 MPH Over             | \$114.00                   | \$129.00                   | \$144.00                   |
| 22 MPH Over             | \$123.00                   | \$138.00                   | \$153.00                   |
| 23 MPH Over             | \$132.00                   | \$147.00                   | \$162.00                   |
| 24 MPH Over             | \$141.00                   | \$156.00                   | \$171.00                   |
| 25 MPH Over             | \$150.00                   | \$165.00                   | \$180.00                   |
| 26 MPH Over             | \$159.00                   | \$174.00                   | \$189.00                   |
| 27 MPH Over             | \$168.00                   | \$183.00                   | \$198.00                   |
| 28 MPH Over             | \$177.00                   | \$192.00                   | \$207.00                   |
| 29 MPH Over             | \$186.00                   | \$201.00                   | \$216.00                   |
| 30 MPH Over             | \$195.00                   | \$210.00                   | \$225.00                   |
| 31 MPH Over             | \$210.00                   | \$225.00                   | \$240.00                   |
| 32 MPH Over             | \$225.00                   | \$240.00                   | \$255.00                   |
| 33 MPH Over             | \$240.00                   | \$255.00                   | \$270.00                   |
| 34 MPH Over             | \$255.00                   | \$270.00                   | \$285.00                   |
| 35 MPH Over             | \$270.00                   | \$285.00                   | \$300.00                   |
| 36 MPH Over             | \$285.00                   | \$300.00                   | \$315.00                   |
| 37 MPH Over             | \$300.00                   | \$315.00                   | \$330.00                   |
| 38 MPH Over             | \$315.00                   | \$330.00                   | \$345.00                   |
| 39 MPH Over             | \$330.00                   | \$345.00                   | \$360.00                   |
| 40 MPH Over             | \$345.00                   | \$360.00                   | \$375.00                   |
| Each Additional Mile    | Previous Fine plus \$15.00 | Previous Fine plus \$15.00 | Previous Fine plus \$15.00 |

| Description                                      | 1 <sup>st</sup> Offense    | 2 <sup>nd</sup> Offense    | 3 <sup>rd</sup> Offense    |
|--------------------------------------------------|----------------------------|----------------------------|----------------------------|
| Speeding School/Construction Zone 10 MPH & Under | \$90.00                    | \$120.00                   | \$150.00                   |
| 11 MPH Over                                      | \$102.00                   | \$132.00                   | \$162.00                   |
| 12 MPH Over                                      | \$114.00                   | \$144.00                   | \$174.00                   |
| 13 MPH Over                                      | \$126.00                   | \$156.00                   | \$186.00                   |
| 14 MPH Over                                      | \$138.00                   | \$168.00                   | \$198.00                   |
| 15 MPH Over                                      | \$150.00                   | \$180.00                   | \$210.00                   |
| 16 MPH Over                                      | \$162.00                   | \$192.00                   | \$222.00                   |
| 17 MPH Over                                      | \$174.00                   | \$204.00                   | \$234.00                   |
| 18 MPH Over                                      | \$186.00                   | \$216.00                   | \$246.00                   |
| 19 MPH Over                                      | \$198.00                   | \$228.00                   | \$258.00                   |
| 20 MPH Over                                      | \$210.00                   | \$240.00                   | \$270.00                   |
| 21 MPH Over                                      | \$228.00                   | \$258.00                   | \$288.00                   |
| 22 MPH Over                                      | \$246.00                   | \$276.00                   | \$306.00                   |
| 23 MPH Over                                      | \$264.00                   | \$294.00                   | \$324.00                   |
| 24 MPH Over                                      | \$282.00                   | \$312.00                   | \$342.00                   |
| 25 MPH Over                                      | \$300.00                   | \$330.00                   | \$360.00                   |
| 26 MPH Over                                      | \$318.00                   | \$348.00                   | \$378.00                   |
| 27 MPH Over                                      | \$336.00                   | \$366.00                   | \$396.00                   |
| 28 MPH Over                                      | \$354.00                   | \$384.00                   | \$414.00                   |
| 29 MPH Over                                      | \$372.00                   | \$402.00                   | \$432.00                   |
| 30 MPH Over                                      | \$390.00                   | \$420.00                   | \$450.00                   |
| 31 MPH Over                                      | \$420.00                   | \$450.00                   | \$480.00                   |
| 32 MPH Over                                      | \$450.00                   | \$480.00                   | \$510.00                   |
| 33 MPH Over                                      | \$480.00                   | \$510.00                   | \$540.00                   |
| 34 MPH Over                                      | \$510.00                   | \$540.00                   | \$570.00                   |
| 35 MPH Over                                      | \$540.00                   | \$570.00                   | \$600.00                   |
| 36 MPH Over                                      | \$570.00                   | \$600.00                   | \$630.00                   |
| 37 MPH Over                                      | \$600.00                   | \$630.00                   | \$660.00                   |
| 38 MPH Over                                      | \$630.00                   | \$660.00                   | \$690.00                   |
| 39 MPH Over                                      | \$660.00                   | \$690.00                   | \$720.00                   |
| 40 MPH Over                                      | \$690.00                   | \$720.00                   | \$750.00                   |
| Each Additional Mile                             | Previous Fine plus \$15.00 | Previous Fine plus \$15.00 | Previous Fine plus \$15.00 |



# Parks and Facilities Rentals

## A. Agri-Business Building

- a. North Building .....\$80.00/Day
- b. South Building .....\$160.00/Day
- c. South Building with Kitchen .....\$200.00/Day
- d. Not-For-Profit Organization Use or Commission Sponsored Event .....\$100.00/Day
- e. Damage Deposit North Building (Non Refundable within 48 hours of event) .....\$100.00/Event
- f. Damage Deposit South Building (Non Refundable within 48 hours of event) .....\$250.00/Event
- g. Tennis Association.....\$6.00/Hour/Court

## B. Hogan

- a. Damage Deposit.....\$ 75.00
- b. Building and Grounds.....\$75.00/Day

## C. Northwest Community Center

- a. Damage Deposit.....\$ 100.00
- b. Building Rental .....\$100.00/Day

## D. Senior Center Rental

- a. Deposit .....\$100.00
- b. Main Room (Per hour up to 4 hours) .....\$30.00/Hour
- c. Main Room – All Day .....\$125.00/Day
- d. East or West Community Room .....\$15.00/Hour
- e. Kitchen Usage..... NO USE
- f. Chair & Tables..... Free

## E. Table and Chair Rentals for Private Functions

- a. Tables .....\$8.00 Each
- b. Chairs .....\$0.75 Each

## F. Camping (Camping Permit Valid for 72 Hours) (5 day maximum)

- a. Walnut Park .....\$10.00/Day
- b. Newman Park.....\$10.00/Day



# Parks and Facilities Special Event

Applicants for a special event permit pursuant to Section 50-1 of Municipal Code shall pay a non-refundable permit fee at the time of application, with the following exception: (1) the application fee for official Arkalalah and Last Run Car Show events shall be waived.

**A. Special Event:**

- a. Application Fee.....\$25.00
- b. Application Fee (Non-profit organizations office/location in Arkansas City) .....\$10.00

**B. Equipment/Services**

- a. Road Barricades, per set ..... \$25.00
- b. Tables, each.....\$ 8.00
- c. Folding Chairs, each .....\$ .75
- d. Police Security (2 hour minimum; only available for alcohol events at the Agri-Business building, subject to approval by the Police Chief) .....\$40.00
- e. Sound System at Wilson Park Rotunda .....\$75.00
- f. Trash Receptacles:
  - i. Per Cart .....\$10.00
  - ii. Per Dumpster .....\$35.00
- g. Park Rental, per hour .....\$15.00
- h. Electrical and/or Water hook up fee.....\$10.00

# Parks and Facilities Riverview Cemetery

**C. Spaces:**

- a. Adult Space.....\$400.00
- b. Baby Space (Less than 1 year of age)..... No Charge
- c. Single Crypt .....\$550.00
- d. Companion Crypt.....\$1,250.00
- e. Columbarium
  - i. Niche (Holds 2 Urns) .....\$250.00
  - ii. Ossuary (Cremains only) .....\$100.00
- f. Deed Transfer.....\$35.00 Each

**D. Services:**

- a. Opening and Closing of Grave
  - iii. Adult Grave.....\$350.00
  - iv. Infant Grave .....\$200.00
  - v. Cremation Urn .....\$100.00
  - vi. Cremation Urn Including Vault (12"x12"x12" Maximum).....\$200.00
  - vii. Cremation Urn Including Vault (Larger than 12"x12"x12").....\$300.00
- b. Opening and Closing of Crypt
  - i. Long shutter crypt.....\$700.00
  - ii. Long shutter crypt (Open and view only).....\$400.00
  - iii. Single crypt .....\$250.00
  - iv. Companion crypt.....\$300.00
- c. Saturday and Holiday Surcharge .....\$300.00
- d. Funeral Services arriving @ Cemetery Gate at or later than 3:30 PM  
will be charged an additional surcharge .....\$200.00
- e. Disinterment.....Double the Opening & Closing

**E. Monuments:**

- a. Monument Setting Fee.....\$ 35.00
- b. Re-Flag Location ..... Additional \$20.00 Fee
- c. Move stone 48" in length or smaller.....\$50.00
- d. Move stone greater than 48" in length.....\$150.00

**F. Miscellaneous:**

- a. City Space Repurchase .....50% of Current Price Less \$35.00 Transfer Fee



# Police Department General Fees

|                                                                                     |             |
|-------------------------------------------------------------------------------------|-------------|
| <b>A. Reports</b>                                                                   |             |
| a. Police Reports (Cover Sheet of Offense Report) .....                             | No Charge   |
| b. Accident Report (Online) .....                                                   | \$18.00     |
| <b>B. Fingerprints</b>                                                              |             |
| a. Per Set .....                                                                    | \$20.00     |
| <b>C. Electronic Media</b> Form of Data .....                                       | \$25.00     |
| <b>D. Open Records</b> Request Fees (Search Cost/Hourly Rates (Minimum 15 Minutes): |             |
| a. Staff (Each 15 Minute Increment) .....                                           | \$4.00      |
| b. Administrative (Each 15 Minute Increment) .....                                  | \$6.00      |
| c. Computer Staff (Each 15 Minute Increment) .....                                  | \$6.00      |
| d. Photocopies – Black & White (per page) .....                                     | \$.25       |
| e. Photocopies – Color (per page).....                                              | \$.50       |
| f. City Attorney Review .....                                                       | Actual Cost |

# Neighborhood Services Fees

**A. Planning**

- a. Comprehensive Plan .....\$50.00/Copy
- b. Zoning Ordinance .....\$22.50/Copy
- c. Subdivision Ordinance .....\$5.00/Copy
- d. Map – Larger than 11 x 17 Black & White .....\$5.00/Copy
- e. Map – Larger than 11 x 17 Color .....\$10.00/Copy
  - i. Commercially produced by the Chamber of Commerce
    - 1. No Charge/Unless Mailed

**B. Zoning**

- a. Conditional Use Permit Application .....\$200.00
- b. Rezone Application .....\$200.00
- c. Planned Unit Development .....\$250.00

**C. Board of Zoning Appeals**

- a. Appeals .....\$150.00
- b. Variance .....\$150.00
- c. Exception .....\$150.00

**D. Subdivision**

- a. Plat (Additional Pages) ..... \$Actual Cost
- b. Lot Split .....\$75.00
- c. Preliminary Plat .....\$200.00
- d. Final Plat (Major Plats only).....\$200.00
- e. Vacating Request .....\$200.00

**E. Miscellaneous**

- a. Bid Documents & Plan Sets for Public Improvement & Maintenance Contracts .....\$25.00/Copy
- b. Documents & Plan Sets for Public Improvement & Maintenance Contracts.....\$25.00/Copy
- c. Neighborhood Revitalization Program Application .....\$25.00
- d. Permit fee for Right-of-Way (excludes Franchise agreements) .....\$150.00
- e. Supplemental Permit Fee for Right-of-Way .....\$75.00

**F. Neighborhood Services**

Cost of Cleanup (Labor and Equipment) plus \$100.00 Administrative Fee will be charged for each of the following:

- a. Trash/Junk Vehicle
- b. Property Maintenance
- c. Weed Abatement
- d. Mowing

# Neighborhood Services Building and Construction

**Definitions:**

Dwellings are defined per the 2015 International Residential Code:

- **Dwelling:** Any building that contains one or two *dwelling units* used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes.
- **Dwelling Unit:** A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

**Multi-Unit Dwellings:**

Whenever multi-family dwellings are being built by the same developer within the same project; permit fees for the building contractors and trades contractors are as follows:

- 0-9 Dwelling Units Full Price Permit Fee
- 10-25 Dwelling Units Half Price Permit Fee
- 26 + Dwelling Units Zero Permit Fee

**City Utilities:**

Whenever multi-family dwellings are being built by the same developer within the same project; the charge for city utilities are as follows:

- 0-9 Dwelling Units Full Price Permit Fee
- 10-25 Dwelling Units Half Price Permit Fee
- 26 + Dwelling Units Zero Permit Fee

**Provisions:**

The list below will be required:

- Dwelling Units that are permitted at half cost or zero cost must be completed (move-in ready) at the end of a two year (24 month) period.
- The Neighborhood Revitalization Program fees will not be waived.

# Neighborhood Services

## Permits and Licenses

| <b>Building Permit Fees:</b>    |                       |
|---------------------------------|-----------------------|
| Structure Moving                | \$250.00              |
| Driveway Permit                 | \$35.00               |
| Re-Inspection Fee               | \$50.00               |
| Investigation Fee               | \$100.00              |
| After Hours Inspection          | \$70.00/HR            |
| Plan Review                     | Permit Value x \$0.65 |
| Failure to Apply                | Equal to Permit x 2   |
| <b>Residential Permit Fees:</b> |                       |
| \$1.00 - \$10,000               | \$25.00               |
| \$10,001 - \$20,000             | \$30.00               |
| \$20,001 - \$30,000             | \$50.00               |
| \$30,001 - \$40,000             | \$70.00               |
| \$40,001 - \$50,000             | \$90.00               |
| \$50,001 - \$70,000             | \$110.00              |
| \$70,001 - \$95,000             | \$155.00              |
| \$95,001 - \$125,000            | \$220.00              |
| \$125,001 – And Over            | Value x .002          |
| <b>Commercial Permit Fees:</b>  |                       |
| \$1.00 - \$10,000               | \$30.00               |
| \$10,001 - \$20,000             | \$45.00               |
| \$20,001 - \$30,000             | \$75.00               |
| \$30,001 - \$40,000             | \$100.00              |
| \$40,001 - \$50,000             | \$130.00              |
| \$50,001 - \$60,000             | \$160.00              |
| \$60,001 - \$70,000             | \$190.00              |
| \$70,001 - \$80,000             | \$220.00              |
| \$80,001 - \$90,000             | \$250.00              |
| \$90,001 – \$100,000            | \$275.00              |
| \$100,001 - \$125,000           | \$375.00              |
| \$125,001 – And Over            | Value x .0030         |
| <b>Demolition Permit Fees:</b>  |                       |
| \$1.00 - \$2,000                | \$30.00               |
| \$2,001 - \$10,000              | \$60.00               |
| \$10,001 - \$100,000            | \$100.00              |
| \$100,001 – And Over            | \$150.00              |

| <b>Electrical Permit Fees:</b> |                |
|--------------------------------|----------------|
| Electrical Inspection          | Based on Value |

| <b>Plumbing Permit Fees:</b> |                 |
|------------------------------|-----------------|
| Plumbing Inspections         | Based on Value  |
| New Septic System Inspection | \$100.00        |
| Sewer Tap & Service Line     | \$110.00 + Cost |

| <b>Mechanical Inspections:</b> |                |
|--------------------------------|----------------|
| Mechanical Inspect.            | Based on Value |

| <b>Contractor Licenses:</b> |          |          |
|-----------------------------|----------|----------|
| Type                        | New Fee  | Renewal  |
| General                     | \$400.00 | \$200.00 |
| Building                    | \$300.00 | \$150.00 |
| Residential                 | \$200.00 | \$100.00 |
| Limited                     | \$150.00 | \$ 80.00 |
| Sign Hanger                 | \$200.00 | \$100.00 |
| Private Sewage              | \$200.00 | \$100.00 |
| Plumbing Cont.              | \$200.00 | \$100.00 |
| Master                      | \$200.00 | \$ 60.00 |
| Journeyman                  | \$100.00 | \$ 30.00 |
| Electrical Cont.            | \$200.00 | \$100.00 |
| Master                      | \$200.00 | \$ 60.00 |
| Journeyman                  | \$100.00 | \$ 30.00 |
| Mechanical Cont.            | \$200.00 | \$100.00 |
| Master                      | \$200.00 | \$ 60.00 |
| Journeyman                  | \$100.00 | \$ 30.00 |

# Public Services General Fees

**Disconnect Fee:**

Whenever any service is terminated for nonpayment as provided for in Section 62-32 of the Arkansas City Municipal Code, the customer shall owe to the City, in addition to all incurred costs and fees for services provided, a disconnect fee of Thirty-Five Dollars (\$35.00). The City will waive such disconnect fee should the entire overdue balance be paid in full by a non-profit and/or charitable organization.

**Payment of Bills:**

- A. All accounts receivable due to the City for water and other services shall be due and payable upon receipt and shall be deemed delinquent if not paid on or before the delinquent date, which shall be no less than 25 days after the billing statement is issued. Those accounts not paid in full on or before the delinquent date shall be assessed a penalty of five percent (5%) of the amount due shown on the billing statement. For those accounts not paid in full on or before the delinquent date following the billing date, all accounts and charges currently owed shall become immediately due and shall be deemed delinquent.
- B. Service at other locations, or new service to any address, may be refused by the City until the previous delinquent accounts as indexed against the new customer are paid in full; should the City become aware of service to an existing account holder which is delinquent for nonpayment at another address, existing service may be terminated if the delinquent accounts are not paid within forty-eight (48) hours after notification is sent.
- C. The account holder shall pay all costs the City pays to a third party to collect the delinquent account, and/or any other collection agency fees, including a 25 percent (25%) fee on accounts sent to the Kansas State Set-Off Program to fully reimburse the City for collection of the account through that Program.
- D.

| <b>F Street Limb &amp; Compost Site:</b> |         |
|------------------------------------------|---------|
| City Resident                            | Free    |
| Commercial/Non-Resident:                 |         |
| Pickup/Small Utility Trailer             | \$15.00 |
| Dump Truck/Flatbed/Car Trailer           | \$25.00 |
| Tandem Dump Truck/Large Dump Trailer     | \$30.00 |



# Public Services Water Utility

- A. Every consumer shall pay for each new water service installed, which includes the water raw tap, service line and meter installation. The customer or contractor must have the water main ready for immediate tap. Therefore, these costs do not include removal and replacement of pavement or excavation costs. The customer or contractor must submit plans to Neighborhood Services for approval prior to construction a new service. A permit will not be issued until Neighborhood Services verifies and approves the plans.

|                                                                                                                                                                                              |              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 1" Tap, Service Line and 5/8" meter (25 gpm)                                                                                                                                                 | \$ 850.00    |
| 1" Tap, Service Line and 3/4" meter (35 gpm)                                                                                                                                                 | \$ 1,500.00  |
| 2" Tap, Service Line and 1" meter (55 gpm)                                                                                                                                                   | \$ 3,000.00  |
| 2" Tap, Service Line and 1.5" Meter (200 gpm)                                                                                                                                                | \$ 3,800.00  |
| 4" Tap and 2" meter (250 gpm)*                                                                                                                                                               | \$ 3,000.00  |
| 4" Tap and 3" meter (650 gpm)*                                                                                                                                                               | \$ 3,500.00  |
| 6" Tap and 4" meter (1,250 gpm)*                                                                                                                                                             | \$ 4,200.00  |
| 8" Tap and 6" meter (2,500 gpm)*                                                                                                                                                             | \$ 8,800.00  |
| 12" Tap and 8" meter (3,500 gpm)*                                                                                                                                                            | \$ 13,900.00 |
| 4" Fire Services Detector Check Valve*                                                                                                                                                       | \$ 2,500.00  |
| 6" Fire Services Detector Check Valve*                                                                                                                                                       | \$ 3,800.00  |
| 8" Fire Service Detector Check Valve*                                                                                                                                                        | \$ 5,000.00  |
| 12" Fire Service Detector Check Valve*                                                                                                                                                       | \$ 8,000.00  |
| Reinstall 1" or smaller meter in existing meter pit                                                                                                                                          | \$ 450.00    |
| * Costs include water main tap, meter/detector check valve and installation in customers vault only. All piping, valves and vault shall be the responsibility of the customer or contractor. |              |
| Note: Public Works will always be responsible for the service line and meter set on 1" or 2" taps.                                                                                           |              |

- B. When an account is placed in a customer's name, or when a customer transfers from one account to another, a nonrefundable account service charge in the amount of Twenty-five Dollars (\$25.00), payable in advance, shall be levied to cover the costs of servicing the new account or the transfer request.
- C. The City offers three sets of water rates to users depending on their classification: Inside City Limits, Outside City Limits or Wholesale Customer.
- D. Sales tax and other state fees will be applied to customer bills when applicable according to state law and other regulations.
- E. Bulk water rate shall be ten dollars (\$10.00) per thousand gallons (\$10.00 per month minimum).
- F. A fifty dollar (\$50.00) metering fee shall be charged when applicable.

**WHOLESALE RATES AND CONTRACTS ARE NEGOTIABLE FOR LARGE CUSTOMERS.**

**GENERAL FEES:**

**G. Inside City Limits:**

| Meter Size                                                         | 2018        | 2019        | 2020        | 2021        | 2022        | 2023        | 2024        |
|--------------------------------------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 5/8"                                                               | \$ 19.64    | \$ 20.03    | \$ 20.43    | \$ 20.84    | \$ 21.26    | \$ 21.69    | \$ 22.12    |
| 3/4"                                                               | \$ 29.63    | \$ 30.22    | \$ 30.82    | \$ 31.44    | \$ 32.07    | \$ 32.71    | \$ 33.36    |
| 1"                                                                 | \$ 49.31    | \$ 50.30    | \$ 51.31    | \$ 52.34    | \$ 53.39    | \$ 54.46    | \$ 55.55    |
| 1 1/2"                                                             | \$ 98.17    | \$ 100.13   | \$ 102.13   | \$ 104.17   | \$ 106.25   | \$ 108.38   | \$ 110.55   |
| 2"                                                                 | \$ 157.13   | \$ 160.27   | \$ 163.48   | \$ 166.75   | \$ 170.09   | \$ 173.49   | \$ 176.96   |
| 3"                                                                 | \$ 442.11   | \$ 450.95   | \$ 459.97   | \$ 469.17   | \$ 478.55   | \$ 488.12   | \$ 497.88   |
| 4"                                                                 | \$ 982.16   | \$ 1,001.80 | \$ 1,021.84 | \$ 1,042.28 | \$ 1,063.13 | \$ 1,084.39 | \$ 1,106.08 |
| 6"                                                                 | \$ 1,166.01 | \$ 1,189.33 | \$ 1,213.12 | \$ 1,237.38 | \$ 1,262.13 | \$ 1,287.37 | \$ 1,313.12 |
| 8"                                                                 | \$ 3,432.63 | \$ 3,501.28 | \$ 3,571.31 | \$ 3,642.74 | \$ 3,715.59 | \$ 3,789.90 | \$ 3,865.70 |
| Additional Charges per Thousand Gallons Usages above 2,000 Gallons |             |             |             |             |             |             |             |
| Next 28,000 Gal.                                                   | \$ 7.44     | \$ 7.59     | \$ 7.74     | \$ 7.89     | \$ 8.05     | \$ 8.21     | \$ 8.37     |
| Next 70,000 Gal.                                                   | \$ 5.58     | \$ 5.69     | \$ 5.80     | \$ 5.92     | \$ 6.04     | \$ 6.16     | \$ 6.28     |
| Next 300,000 Gal.                                                  | \$ 4.73     | \$ 4.82     | \$ 4.92     | \$ 5.02     | \$ 5.12     | \$ 5.22     | \$ 5.32     |
| Next 2,600,000 Gal.                                                | \$ 3.68     | \$ 3.75     | \$ 3.83     | \$ 3.91     | \$ 3.99     | \$ 4.07     | \$ 4.15     |
| Next 7,000,000 Gal.                                                | \$ 2.85     | \$ 2.91     | \$ 2.97     | \$ 3.03     | \$ 3.09     | \$ 3.15     | \$ 3.21     |
| All Over<br>10,000,000 Gal.                                        | \$ 2.50     | \$ 2.55     | \$ 2.60     | \$ 2.65     | \$ 2.70     | \$ 2.75     | \$ 2.81     |

**H. Outside City Limits:**

| Meter Size                                                         | 2018        | 2019        | 2020        | 2021        | 2022        | 2023        | 2024        |
|--------------------------------------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 5/8"                                                               | \$ 39.23    | \$ 40.01    | \$ 40.81    | \$ 41.63    | \$ 42.46    | \$ 43.31    | \$ 44.18    |
| 3/4"                                                               | \$ 59.30    | \$ 60.49    | \$ 61.70    | \$ 62.93    | \$ 64.19    | \$ 65.47    | \$ 66.78    |
| 1"                                                                 | \$ 98.62    | \$ 100.59   | \$ 102.60   | \$ 104.65   | \$ 106.74   | \$ 108.87   | \$ 111.05   |
| 1 1/2"                                                             | \$ 196.38   | \$ 200.31   | \$ 204.32   | \$ 208.41   | \$ 212.58   | \$ 216.83   | \$ 221.17   |
| 2"                                                                 | \$ 314.28   | \$ 320.57   | \$ 326.98   | \$ 333.52   | \$ 340.19   | \$ 346.99   | \$ 353.93   |
| 3"                                                                 | \$ 884.23   | \$ 901.91   | \$ 919.95   | \$ 938.35   | \$ 957.12   | \$ 976.26   | \$ 995.79   |
| 4"                                                                 | \$ 1,964.31 | \$ 2,003.60 | \$ 2,043.67 | \$ 2,084.54 | \$ 2,126.23 | \$ 2,168.75 | \$ 2,212.13 |
| 6"                                                                 | \$ 2,332.02 | \$ 2,378.66 | \$ 2,426.23 | \$ 2,474.75 | \$ 2,524.25 | \$ 2,574.74 | \$ 2,626.23 |
| 8"                                                                 | \$ 6,865.33 | \$ 7,002.64 | \$ 7,142.69 | \$ 7,285.54 | \$ 7,431.25 | \$ 7,579.88 | \$ 7,731.48 |
| Additional Charges per Thousand Gallons Usages above 2,000 Gallons |             |             |             |             |             |             |             |
| Next 28,000 Gal.                                                   | \$ 14.93    | \$ 15.23    | \$ 15.53    | \$ 15.84    | \$ 16.16    | \$ 16.48    | \$ 16.81    |
| Next 70,000 Gal.                                                   | \$ 11.18    | \$ 11.40    | \$ 11.63    | \$ 11.86    | \$ 12.10    | \$ 12.34    | \$ 12.59    |
| Next 300,000 Gal.                                                  | \$ 9.40     | \$ 9.59     | \$ 9.78     | \$ 9.98     | \$ 10.18    | \$ 10.38    | \$ 10.59    |
| Next 2,600,000 Gal.                                                | \$ 7.32     | \$ 7.47     | \$ 7.62     | \$ 7.77     | \$ 7.93     | \$ 8.09     | \$ 8.25     |
| Next 7,000,000 Gal.                                                | \$ 5.70     | \$ 5.81     | \$ 5.93     | \$ 6.05     | \$ 6.17     | \$ 6.29     | \$ 6.42     |
| All Over<br>10,000,000 Gal.                                        | \$ 5.00     | \$ 5.10     | \$ 5.20     | \$ 5.30     | \$ 5.41     | \$ 5.52     | \$ 5.63     |

**I. Water Conservation Violations Municipal Code Section 62-203b:**

| Reconnect<br>Fee: | 1 <sup>st</sup> | 2 <sup>nd</sup> | Additional<br>Connections within<br>one year |
|-------------------|-----------------|-----------------|----------------------------------------------|
|                   | \$ 75.00        | \$ 150.00       | \$300.00                                     |



# Public Services Stormwater Utility

A. There is established a Stormwater Utility, the purpose of which is to assist the City in its responsibility for the operation, construction, maintenance and repair of stormwater drainage system facilities to provide adequate systems of collections, conveyance, detention, treatment & release of stormwater and the reduction of potential hazards to property and life resulting from stormwater runoff.

| Type              | Monthly Stormwater Fee |
|-------------------|------------------------|
| Residential       | \$ 3.00                |
| Non - Residential | \$ 6.00                |



# Public Services Sewer Utility

- A. There is levied on each sewerage system user having any sewer connection with the sewerage system of the City or otherwise discharging sewage, industrial waste, or other liquids, either directly or indirectly into the City's sewerage system, a sewer service charge. Subject to the exceptions provided in this chapter, such charge shall be based upon the quantity of water used in or on the premises as the same is measured by a water or sewage meter or meters approved by the City. Additional charges for extra strength sewage, toxic pollutants, and sewage monitoring will be levied where applicable.
  
- B. The monthly charges for residential classification shall be based on the average monthly billing of water usage during the calendar months of January, February, and March billing cycles. The billing of April of each year shall first reflect the base usage so determined. Non-residential customers' charges shall be based on one hundred percent of monthly metered water usage. New residential sewer customers will be assessed a minimum of 4,000 gallons sewer average until a three month average over January, February, and March billing cycles can be established. Customers may request one recalculation of the sewer average based on the most prior consecutive three months usage prior to the request.
  
- C. Sewer Service Rate: The following rates are established for all customers for the use of the City's sewerage system:

| Description                                | 2018     | 2019     | 2020     | 2021     | 2022     | 2023     | 2024     |
|--------------------------------------------|----------|----------|----------|----------|----------|----------|----------|
| Base Charge<br>(Includes first 2,000 Gal.) | \$ 21.53 | \$ 21.96 | \$ 22.40 | \$ 22.85 | \$ 23.31 | \$ 23.78 | \$ 24.26 |
| Per Thousand Gallons<br>(Over 2,000 Gal.)  | \$ 4.03  | \$ 4.11  | \$ 4.19  | \$ 4.27  | \$ 4.36  | \$ 4.45  | \$ 4.54  |

Upon application to Neighborhood Services for a new sewer service tap, a fee of Two Hundred Dollars (\$200.00) shall be paid by the applicant for any such tap up to six (6) inches in diameter. All taps and connections made to the sewerage system shall be made by a licensed plumber under inspection of authorized city staff. The licensed plumber shall coordinate all work and materials with the authorized city staff prior to installation of the tap.

| Description                                | Fee:      |
|--------------------------------------------|-----------|
| New Sewer Service Tap                      | \$ 200.00 |
| Relocate Existing Sewer Tap & Service Line | \$ 110.00 |

- D. The City shall accept septic tank sewage at the wastewater treatment plant by licensed contractors with a valid permit for Cowley County. Each load (<1,500 gpm) shall be accompanied by a fifteen dollar (\$15.00) fee. At the wastewater treatment plant superintendent's direction, the following items may be required prior to accepting the load:
- a. A Manifest Form;
  - b. A pH Analysis
  - c. A sample obtained for seventy-two (72) hour holding period;
  - d. Physical characteristics of the sewage; and
  - e. Application for private disposal



# Public Services Sanitation

A. The following rates and charges for the collection and disposition of garbage and trash, as contained in a polycart issued by the City, from the public street or alley right-of-way (without the collector entering upon private property) are established and fixed as follows:

| <b>Rates &amp; Standards for Residential Sanitation</b> | <b>Monthly Fee</b> |
|---------------------------------------------------------|--------------------|
| Single Family:                                          | \$ 18.44           |
| Multiple Family (Per Unit):                             | \$ 18.44           |

B. Trash carts are the property of the City and each cart should stay at the address it was delivered. The City is responsible for the maintenance and repair of the trash carts. However, the City will charge the owner or occupant a fee for any necessary repair or replacement due to the owner's or occupant's abuse, misuse or neglect of the cart. The replacement fee for each trash cart is \$50.00.

C. Customers who require an additional polycart for the provision of services is an extra \$9.22 per month.

**Rates & Standards for Commercial Sanitation Containers:**

A. The following monthly base rate shall apply to refuse collection and disposal of commercial type containers:

| <b>Collections Per Weeks</b>        |           |           |           |           |           |           |
|-------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| <b>Container size (cubic yards)</b> | <b>1</b>  | <b>2</b>  | <b>3</b>  | <b>4</b>  | <b>5</b>  | <b>6</b>  |
| 1.5                                 | \$ 57.09  | \$ 95.77  | \$ 134.12 | \$ 172.68 | \$ 211.13 | n/a       |
| 2                                   | \$ 64.41  | \$ 103.70 | \$ 143.97 | \$ 183.68 | \$ 223.50 | n/a       |
| 3                                   | \$ 79.08  | \$ 121.39 | \$ 163.67 | \$ 205.96 | \$ 248.25 | n/a       |
| 3.5                                 | \$ 86.43  | \$ 129.99 | \$ 173.52 | \$ 217.05 | \$ 260.62 | n/a       |
| 4                                   | \$ 93.79  | \$ 138.57 | \$ 183.40 | \$ 228.19 | \$ 273.00 | n/a       |
| 5                                   | \$ 108.44 | \$ 155.76 | \$ 203.08 | \$ 250.39 | \$ 297.49 | n/a       |
| 6                                   | \$ 123.44 | \$ 173.76 | \$ 224.08 | \$ 274.39 | \$ 327.49 | \$ 367.49 |
| 8                                   | \$ 156.44 | \$ 209.76 | \$ 263.08 | \$ 316.39 | \$ 372.49 | \$ 412.49 |

B. In addition to the foregoing refuse rates, commercial customers are required to enter a rental program for refuse containers wherein the City, as owner, shall be responsible for their maintenance, repair and replacement, based upon the following monthly rental fee schedule:

| <b>Container Size (Cubic Yards)</b> | <b>1.5</b> | <b>2</b> | <b>3</b> | <b>3.5</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>8</b> |
|-------------------------------------|------------|----------|----------|------------|----------|----------|----------|----------|
| <b>Fees</b>                         | \$ 8.00    | \$ 8.68  | \$ 9.92  | \$ 10.34   | \$ 11.17 | \$ 11.98 | \$ 13.78 | \$ 15.57 |

C. Commercial and Business Establishments refuse rates using City issued polycarts:

| Number of City issued Polycarts | Collections Per Week |          |
|---------------------------------|----------------------|----------|
|                                 | 1                    | 2        |
| 1                               | \$ 25.29             | \$ 49.25 |
| 2                               | \$ 31.50             | \$ 61.65 |
| 3                               | \$ 37.75             | \$ 74.05 |
| 4                               | \$ 43.97             | \$ 86.45 |

D. Commercial refuse rates to service "dig-out" boxes, cages and other manually serviced refuse containers:

Monthly rates shall apply to commercial and business establishment refuse collection and disposal from boxes, cages and other manually serviced containers, other than standard City issued containers shall be established by the Public Services Superintendent, based on equivalent size and collections per week.

E. Any customer found by the Public Services Superintendent or his designee to be in violation of the Standards for Commercial Sanitation Containers, as listed above, shall be issued a written Notice of such violation. The Notice shall be personally delivered to the customer or shall be sent Certified Mail, postage prepaid, return receipt requested, and such Notice shall state:

- a. The condition which has caused the violation; and
- b. That the customer shall have ten (10) days from the receipt of the Notice to abate the violation or make plans satisfactory to the Public Services Superintendent for the abatement of such violation.
- c. If the customer should fail to make the repairs or respond within the time limitations provided, the City may proceed to make the necessary repairs or, if necessary, replace the container and the costs expended thereof shall be added to the bill of the customer for water and other municipal services and be collected as a combined bill for such municipal utility services.

F. Any commercial refuse customer utilizing a trash compactor or requiring special or unusual service, including but not limited to special collection hours, abnormal number of collections or refuse volume, abnormal or unusual refuse characteristics or special refuse containers, shall be charged a fee based upon cost of collection and disposal and any administrative or other costs attributable thereto.

G. Any non-household refuse or other item unsuitable for collection by regular refuse service or special flatbed service may be collected by the Sanitation Division upon the customer making a request therefore in the Finance office and paying in advance or having it placed on the bill. The special fees will start out at a minimum of Twenty-five Dollars (\$25.00) and it will go higher with having more refuse as determined by the Sanitation Supervisor, or Sanitation employee

H. Portable 3-yard dumpster rentals are available for residential customers upon signing a rental agreement and paying the fees in advance in the Finance Office. The setting fee is \$45.00. Every time the dumpster is dumped and returned, there is an additional \$45.00 fee. The dumpster will be placed for 3 days. After the 3 days, every day that the resident has the rental dumpster, \$5.00 will be added to the bill.





# City Commission Agenda Item

**Meeting Date:** June 15, 2021  
**From:** Randy Frazer, City Manager  
**Item:** City Manager Updates

**Purpose:** City Manager's Report on Upcoming Activities

**Background:**

1. The monthly **Cowley Indoor Market** will have its next event from **5 to 8 p.m. Wednesday, June 16** at Burford Theatre Arts, located at 118 S. Summit St. in downtown Arkansas City.
2. The **Ark City Community Band** will continue its historic 150<sup>th</sup> consecutive season with a concert starting at **7:30 p.m. Thursday, June 17** under the rotunda at Wilson Park. Concerts will follow each Thursday evening at the same time and place through **July 15**, which will be a special 150<sup>th</sup> anniversary concert.
3. Robin Henderson, chairwoman of the Beautification and Tree Advisory Board, is organizing a special **Juneteenth celebration** from **10 a.m. to 6 p.m. Saturday, June 19** at Lovie Watson Park. The event will feature vendors, information booths, a pop-up StoryWalk around the trail, food and much more!
4. That event will be followed by the Fire-EMS and Police Departments' "**Pop in the Park**" from **5:30 to 7 p.m. Saturday, June 19** at Wilson Park, located at 701 N. Summit St. Stop by for a free cold beverage!
5. Presbyterian Manor will be host to its annual **Karl Faidley Summer Solstice Ball Drop** fundraising event from **6 to 8 p.m. Monday, June 21** on the front lawn of the manor, located at 1711 N. Fourth St.
6. The **Arkansas City Farm and Art Market** will continue its 2021 season from **4 to 6:30 p.m. Tuesday, June 22, June 29 & July 6** at the Wilson Park rotunda. Its season continues each Tuesday through September.
7. The Arkansas City Police Department will be host to its "**Coffee with a Cop**" from **2 to 4 p.m. Thursday, June 24** at Lake View Estates, located at 801 W. Taylor Ave. Stop by for a free coffee and conversation!
8. The annual **Arkansas City Area Chamber of Commerce** banquet will be replaced this year by a **BBQ bash** from **5 p.m. to 10 p.m. Saturday, June 25** at Chestnut Avenue Venue, located at 3120 E. Chestnut Ave.
9. The next **City Commission** study session is scheduled in my office here at City Hall at **noon Friday, July 2**, which is just prior to the three-day Independence Day weekend. Does the City Commission wish to **cancel** or **reschedule** this study session?
10. The City's annual **community fireworks display** will start around **9:30 p.m. Sunday, July 4**. It will be followed by a special **Independence Day concert** by the Ark City Community Band starting at **7:30 p.m. Monday, July 5** under the rotunda at Wilson Park, located at 701 N. Summit St.
11. City Hall and other offices will be closed **Monday, July 5**, in observance of Independence Day.

**Approved for Agenda by:**

Randy Frazer, City Manager



# City Commission Agenda Item

**Meeting Date:** June 15, 2021  
**From:** Andrew Lawson, Public Information Officer  
**Item:** City Advisory Board Reports

**Purpose:**

The City Commission receives regular reports from its appointed advisory boards and committees in the form of their approved minutes.

**Commission Options:**

1. No action needed.

**Attachments:**

The following approved board and committee minutes are included in this packet:

- April 22 — Beautification and Tree Advisory Board
- May 11 — Arkansas City Planning Commission
- May 20 — 2021 Tacolalah Executive Committee

**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

A regular meeting was held **Thursday, April 22, 2021**, at the Northwest Community Center. Meeting was called to order at **4:02 p.m.**

Roll Call:

**Board Members**

Robin Henderson   
Candace Hendricks   
Nancy Holman   
Paisley Howerton   
Harrison Taylor

**Staff Liaisons**

Mike Bellis   
Cindy Bennett   
Randy Frazer   
Evan Haney   
Andrew Lawson   
Josh White

**1. Approve March Meeting Minutes:**

Prior to the meeting, Board members and staff took a photo with a tree that was planted in Lovie Watson Park for Earth Day.

Paisley made a motion to approve the minutes of the **March 25, 2021**, regular meeting as presented. Candace seconded the motion. The motion was approved **4-0** on a voice vote. NWCC guests in attendance were **Ruben Garcia** and **Gary Hale**.

**2. Adoption Update: Knebler Pond (WVDGA)**

Andrew hasn't had a recent update, but thinks the course design is in progress. He will try to have more of an update in **May**.

**3. Review ADA Transition Plan: Lovie Watson Park**

Andrew reviewed the Equal Opportunity and Accessibility Advisory Board's recommendations for the Northwest Community Center, as well as the ADA Transition Plan recommendations for Lovie Watson Park. Like many other parks, it was flagged for lack of warnings for curb ramps and some insufficient ADA access to and within playgrounds. While the Porta-John is not currently ADA accessible, there is a planned project in the future to build ADA-accessible restrooms at the park.

**4. Comprehensive Plan Discussion:**

Andrew said **Chapter 5**, "Parks, Recreation, and Natural and Historical Resources," will be the main topic for the Board for the next two to three meetings, as this is its main focus area within the Comprehensive Plan. It will be split into two chapters.

He asked the Board to read through the rest of the chapter prior to the **May** meeting so they will be prepared for discussion.

Andrew and Josh are already working to update the park amenities list and design a better citizen survey. Josh said considerable attention needs to be paid by the Board to developing measurable goals and actions, with reasonable timelines.

Andrew provided an overview of Tamara Niles' memo regarding closing some City parks. Only Brock and Carver Parks were closed and given to other owners, but disc golf was added to Cox Park and Knebler Pond. Dog park constraints were discussed.

Andrew shared the results of the recent FlashVote survey on budgeting, in which respondents allocated \$16.29 out of \$100 to parks and facilities, versus other General Fund obligations such as public safety, neighborhood services, streets and sidewalks.

Candace advocated for focusing on a few core parks rather than spreading those dollars thinly across all parks. Harrison said this a good time to take a fresh look at everything, including the Wilson Park Master Plan, as part of the Comprehensive Plan.

**5. Hike-Bike Trail Extension Phase II Final Check Set:**

Andrew invited members who wished to stick around to look over the Hike-Bike Trail Phase II plans and make suggestions.

**6. Mayor's Monarch Pledge / The Pollinator Project:**

Andrew presented the current checklist of tasks. Nancy and Paisley discussed ideas for a monarch-themed mural/art project.

**7. Tacolalah Executive Committee Report:**

The next Tacolalah Executive Committee meeting will be at **noon May 20** at the Water Treatment Facility.

**8. Other Miscellaneous Items:**

There were no other miscellaneous items discussed at this meeting.

Paisley made a motion to adjourn the meeting. Nancy seconded the motion, which was approved **4-0** on a voice vote. The meeting was adjourned at **5:10 p.m.** The next regular meeting of the Beautification and Tree Advisory Board will be at **4 p.m. May 27, 2021.**

**Call meeting to order on May 11, 2021 at 5:30 PM:**

**Roll Call:** Mary Benton  Lloyd Colston  Joni Curl  Karla Gallegos  Paisley Howerton  Charles Jennings   
Ian Kuhn  Andy Paton  Cody Richardson

Staff present at the meeting included Public Information Officer Andrew Lawson and Principal Planner Josh White. Also present at the meeting was Landon West representing the Arkansas City Recreation Center, Kerri Falletti representing Cowley First, and Citizen Harrison Taylor who was also representing the Tree & Beautification Advisory Board (Commissioner Howerton is also a member of that board).

**1. Public Comments:**

There were no comments from the public regarding items not on the agenda.

**2. Consent Agenda:**

Jennings made a motion to approve the April 13, 2021 meeting minutes as written. Colston seconded the motion. Voice vote carried the motion.

**3. Comprehensive Plan-Economic Development Wrap-Up**

White led a discussion on goals for Economic Development. He asked that Planning Commissioners give him some goals that they wanted to work on. Planning Commissioners had at the last meeting requested measurable goals. After discussion, a list of measurable goals was created. White said he would work them into the Chapter and would bring the Chapter back for review at a later meeting.

**4. Comprehensive Plan-Parks & Recreation**

Lawson led a discussion on parks and trails. Discussion of an effort to dispose of the little used park was also held in response to a goal from the 2013 plan. Only one park, Brock Park was disposed of. It now is the site of a Habitat for Humanity home and a vacant lot that likely will also go to Habitat for Humanity or perhaps for another housing project. Landon West of the Recreation Center briefly talked about some of his organization's concerns. He will be invited back next month to discuss more of their programs. Colston left the meeting in progress at 6:58pm but a quorum was still in place.

**5. Other Items:**

Lawson shared the results of the most recent FlashVote survey on budgeting. He said a housing survey will go out next week.

**6. Adjournment:**

Howerton made a motion to adjourn the meeting. Curl seconded the motion. Voice vote carried the motion. Paton declared the meeting adjourned.



# 2021 TACOLALAH COMMITTEE

MEETING: 12:14 PM THURSDAY, MAY 20, 2021 @ WATER TREATMENT PLANT

| <b>Roll Call:</b>        | <b><u>Executive Committee Members</u></b> |                                     | <b><u>Executive Committee Alternates</u></b> |                                     |
|--------------------------|-------------------------------------------|-------------------------------------|----------------------------------------------|-------------------------------------|
| <i>Beautification</i>    | <b>Candace Hendricks, Vice Chair</b>      | <input checked="" type="checkbox"/> | <b>Nancy Holman</b>                          | <input type="checkbox"/>            |
| <i>Community Spirit</i>  | <b>Charles Tweedy, Treasurer</b>          | <input checked="" type="checkbox"/> | <b>Kim Hager</b>                             | <input type="checkbox"/>            |
| <i>Equal Opportunity</i> | <b>JoAnn Bierle</b>                       | <input checked="" type="checkbox"/> | <b>Anita Judd-Jenkins</b>                    | <input type="checkbox"/>            |
| <i>NWCC</i>              | <b>Gary Hale, Volunteer Coordinator</b>   | <input checked="" type="checkbox"/> | <b>Ruben Garcia</b>                          | <input type="checkbox"/>            |
| <i>Visit Ark City</i>    | <b>Liz Shepard, Chairwoman</b>            | <input type="checkbox"/>            |                                              |                                     |
| <i>Outdoor Market</i>    | <b>Kelly Dillner, Market Coordinator</b>  | <input checked="" type="checkbox"/> | <b><u>Non-Voting Advisors</u></b>            |                                     |
| <i>At-Large Member</i>   | <b>Melissa Mendez</b>                     | <input checked="" type="checkbox"/> | <b>Pam Crain, Fiscal Agent</b>               | <input checked="" type="checkbox"/> |
| <i>Ad-Hoc Member</i>     | <b>Debbie Savala, CDEM Coordinator</b>    | <input checked="" type="checkbox"/> | <b>Andrew Lawson, Secretary</b>              | <input checked="" type="checkbox"/> |

### 1. Approve minutes of the April 15, 2021, executive committee meeting.

Motion: Charles Tweedy    Second: Gary Hale    Vote: 4-0

### 2. Approve minutes of the May 6, 2021, special executive committee meeting.

Motion: Charles Tweedy    Second: Gary Hale    Vote: 4-0

### 3. Approve Tacolalah Festival financial report as of April 30, 2021.

There were no changes since this was last presented. The current account balance is \$3,814.14.

### 4. OLD BUSINESS: Tacos & Tequila (May 15, 2021)

Debbie said neither event she attended May 15 in Wichita was very good, but they plan to offer Tacos & Tequila next year around the same time so she recommended booking performers now.

Melissa joined the meeting in progress at 12:18 p.m.

### 5. OLD BUSINESS: 2021 Tacolalah Festival Sponsors

Andrew said Candace and Mairi Baker stayed very busy the last few weeks securing sponsors:

- o 1 \$2,000 Presenting Sponsor Secured: United Agency
- o 9 \$500 T-Shirt Sponsors Secured: 1025 The River (in-kind), Arkansas City Recreation Commission, Berkshire Hathaway Home Services PenFed Realty, Optimist Club, Pizza Ranch, RCB Bank, Union State Bank, Visit AC, Zeller Motors



- **4 \$250 Friends of Tacolalah Secured:** Rindt-Erdman Funeral Home, SCK Health, The Stock Exchange Bank, Woods Lumber (*in-kind*)
- **Remaining \$250 Targets:** 7 Clans Casino, Ark Valley Credit Union, C&C Liquor, Community National Bank & Trust, DiVall Liquor, Edward Jones (Dan Jurkovich), El Maguey, Farm Bureau, Fastenal, General Electric IUE-CWA, Greendoor La Familia, KanPak, La Fiesta Mexican Restaurant, MidAmerican Credit Union, Native Lights Casino, The Property Shop, Summit Realty
- Mairi will make another round of calls starting **June 1** for more \$250 Friends.

## 6. NEW BUSINESS: Token Orders and Token Trailer

Andrew ordered 500 color tokens at a total cost of **\$319.49**; again, a little more than he expected. But the total for both token orders was only about **\$15** off of the total in 2019 (500 fewer tokens).

He said the Optimist Club agreed to the proposed sponsorship terms and will allow use of trailer. Some details need to be worked out between us, the Optimists and the Soroptimist volunteers.

Kelly joined the meeting in progress at **12:30 p.m.** and Pam joined the meeting at **12:40 p.m.**

## 7. Subcommittee Reports:

- **Arts and Crafts** — Amy Lawson, Nancy Holman, Rags Smith
- **Beer Garden** — Andrew, Liz, Pam, Shannon Martin
- **Cultural/Dancing/Entertainment/Music (CDEM)** — Andrew, Bobbie Baker, Debbie
  - **10:30 a.m.** Cindy's School of Dance (*Arkansas City*) — free
  - **11 a.m.** Los Amigos de mi Tierra dancers (*Arkansas City*) — **\$100** donation
  - **11:30 a.m.** indigenous war dancer (*Wichita*) — **\$450**
  - **12:30 p.m.** Danza Tadeo dancers (*Wichita*) — **\$200** donation
  - **1:30 p.m.** Raices de mi Tierra dancers (*Wichita*) — **\$400**
  - **2:30 p.m.** Mariachi Los Reyes (*Wichita*) — **\$500**
  - **4:30 p.m.** Norahua dancers (*Oklahoma City*) — **\$650**
  - **6-10 p.m.** BJ's Croakie (DJ Bobbie Baker and karaoke) — **\$500**
  - The Galindos still have not committed but could fill a **6-8 p.m.** time slot.
  - Biscuit and the Llew Brown Band fell through. Debbie suggested Across the Pond.
  - A Tacolalah-specific flier is being designed and will be sent home with all students.
- **Games/Activities** — Candace, Gage Musson, Kim Hager, Landon West, Ron Smith, Zach Stoy
  - Candace provided an update on Color Run plans with ACRC. The route is not yet set.
- **Merchandise** — Pam, Visit Ark City Board of Trustees
  - The T-shirt design is being finalized. Pam is working to get the last few logos now.



- **Outdoor Market** — Kelly, 4 Friends LLC
- **Social Media/Website** — Andrew, Kayleigh Lawson
  - The vendors are being promoted on the Facebook page as their forms come in.
  - The issue with the main photo on the website was fixed (at least temporarily).
- **Sponsorships** — Andrew, Candace, Mairi Baker, Pam
  - **See report above under Item 5**
- **Vendors** — Andrew, Kelly (Outdoor Market), Licia Baker, Tammy Lanman-Henderson
  - *Task:* Continue to reach out to and sign up food and Outdoor Market vendors
  - *6 Signed Up:* There's No Taste Like Home, This or That Food Truck, Yolanda's Homemade Tamales, Snowie Bus, Scout Troop #328, Okie Dokie Express
  - *Remaining Targets:* 3 Critters BBQ, A Little Taste, Big-N-Small, First Assembly of God, Griselda Gutierrez, Irma Gomez Urieta, Isabel Rodriguez, Kona Ice, Marcela Jimenez, Martha Moreno, Melanie Vazquez, Neives', Optimist Club
- **Volunteers** — Gary, Liz, Pam (training event at Burford)
  - *Tasks:* Continue to recruit volunteers and send link to web form; schedule shifts
  - *Report:* Currently only **18** volunteers signed up; committee members need to do this
  - *Schedule:* Andrew showed the draft schedule as it currently stands, including gaps.
  - *Training:* Andrew will host in Pam's office from **5 to 8 p.m. Wednesday, July 14.**

The committee voted unanimously to try booking Across the Pond for an amount not to exceed **\$600**.

Motion: **Charles Tweedy**    Second: **Candace Hendricks**    Vote: **5-0**

JoAnn and Kelly left the meeting in progress at **12:45 p.m.** A quorum was maintained with **four**.

The committee discussed asking the Optimists to honor \$10 vouchers for free pork burger meals. These could be given to entertainers (and possibly volunteers, as well) in lieu of Taco Tokens.

Pam suggested that instead of having radios, a group text conversation might be more effective.

The committee agreed to continue meeting every two weeks until this year's festival is over. The next meeting will be at **noon June 3** at the Water Treatment Facility or via GoToMeeting.

**8. Adjourned at 1:38 p.m.** Motion: **Charles Tweedy**    Second: **Candace Hendricks**    Vote: **4-0**

**NEXT MEETING: NOON THURSDAY, JUNE 3, 2021 @ 400 W. MADISON AVE.**





**CITY OF ARKANSAS CITY, KANSAS  
FINANCIAL SUMMARY  
Year-To-Date Ending May 31, 2021**

| Fund                                     | Cash Summary                          |                           |                         |                        |                                      | Budget Summary                    |               |                                            |                   |  |
|------------------------------------------|---------------------------------------|---------------------------|-------------------------|------------------------|--------------------------------------|-----------------------------------|---------------|--------------------------------------------|-------------------|--|
|                                          | 1/1/2021<br>Beginning Cash<br>Balance | Prior Year<br>Adjustments | Receipts                | Disbursements          | 05/31/2021<br>Ending Cash<br>Balance | Budget                            | Encumbrances  | Budget Variance<br>Favorable (Unfavorable) | % Remaining (58%) |  |
| 01 - GENERAL FUND                        | \$ 2,430,776.08                       | \$ -                      | \$ 4,557,227.23         | \$ 4,241,879.78        | \$ 2,746,123.53                      | \$ 10,702,736                     | \$ 71,491.04  | \$ 6,389,365                               | 60%               |  |
| 15 - STORMWATER FUND                     | \$ 297,096.40                         | \$ -                      | \$ 88,114.99            | \$ 75,895.35           | \$ 309,316.04                        | \$ 306,139                        | \$ -          | \$ 230,244                                 | 75%               |  |
| 16 - WATER FUND                          | \$ 4,477,842.01                       | \$ -                      | \$ 2,159,720.88         | \$ 2,323,737.20        | \$ 4,313,825.69                      | \$ 5,760,616                      | \$ 222,887.74 | \$ 3,213,991                               | 56%               |  |
| 18 - SEWER FUND                          | \$ 4,307,387.88                       | \$ -                      | \$ 951,544.73           | \$ 652,137.83          | \$ 4,606,794.78                      | \$ 14,169,544                     | \$ 19,293.00  | \$ 13,498,113                              | 95%               |  |
| 19 - SANITATION FUND                     | \$ 1,142,083.64                       | \$ -                      | \$ 702,649.15           | \$ 584,490.07          | \$ 1,260,242.72                      | \$ 1,495,989                      | \$ -          | \$ 911,499                                 | 61%               |  |
| 20 - SPECIAL RECREATION FUND             | \$ 35,613.60                          | \$ -                      | \$ 2,481.82             | \$ 11,420.00           | \$ 26,675.42                         | \$ 46,068                         | \$ -          | \$ 34,648                                  | 75%               |  |
| 21 - SPECIAL STREET FUND                 | \$ 789,869.50                         | \$ -                      | \$ 179,236.61           | \$ 180,851.98          | \$ 788,254.13                        | \$ 1,357,500                      | \$ -          | \$ 1,176,648                               | 87%               |  |
| 23 - TOURISM/CONVENTION FUND             | \$ 28,279.90                          | \$ -                      | \$ 64,799.89            | \$ 68,799.89           | \$ 24,279.90                         | \$ 139,145                        | \$ -          | \$ 70,345                                  | 51%               |  |
| 26 - SPECIAL ALCOHOL FUND                | \$ 93,482.01                          | \$ -                      | \$ 2,681.82             | \$ 1,000.00            | \$ 95,163.83                         | \$ 90,524                         | \$ -          | \$ 89,524                                  | 99%               |  |
| 27 - PUBLIC LIBRARY FUND                 | \$ -                                  | \$ -                      | \$ 209,214.47           | \$ 209,214.47          | \$ -                                 | \$ 384,950                        | \$ -          | \$ 175,736                                 | 46%               |  |
| 29 - SPECIAL LAW ENF TRUST FUND          | \$ 11,617.22                          | \$ -                      | \$ 610.22               | \$ 8,322.80            | \$ 3,904.64                          | Not a Budgeted Fund               |               |                                            |                   |  |
| 31 - LAND BANK FUND                      | \$ 986.21                             | \$ -                      | \$ -                    | \$ -                   | \$ 986.21                            | \$ 3,500                          | \$ -          | \$ 3,500                                   | 100%              |  |
| 43 - BOND & INTEREST FUND                | \$ 303,521.84                         | \$ -                      | \$ 208,645.65           | \$ 69,030.00           | \$ 443,137.49                        | \$ 673,385                        | \$ -          | \$ 604,355                                 | 90%               |  |
| 44 - HEALTHCARE SALES TAX FUND           | \$ -                                  | \$ -                      | \$ 778,438.40           | \$ 778,438.40          | \$ -                                 | \$ 1,696,000                      | \$ -          | \$ 917,562                                 | 54%               |  |
| 45 - UNPLEDGED HEALTHCARE SALES TAX FUND | \$ 189,526.15                         | \$ -                      | \$ 127,273.72           | \$ 287,704.26          | \$ 29,095.61                         | \$ 332,706                        | \$ -          | \$ 45,002                                  | 14%               |  |
| 53 - MUNICIPAL COURT FUND                | \$ 15,923.05                          | \$ -                      | \$ 560.36               | \$ -                   | \$ 16,483.41                         | Not a Budgeted Fund               |               |                                            |                   |  |
| 54 - EQUIPMENT RESERVE FUND              | \$ 200,946.02                         | \$ -                      | \$ -                    | \$ -                   | \$ 200,946.02                        | Not a Budgeted Fund               |               |                                            |                   |  |
| 57 - CID SALES TAX FUND                  | \$ -                                  | \$ -                      | \$ 24,942.89            | \$ 24,942.89           | \$ -                                 | \$ 65,000                         | \$ -          | \$ 40,057                                  | 62%               |  |
| 68 - CAPITAL IMPROVEMENT FUND            | \$ 1,758,315.08                       | \$ -                      | \$ 3,047.07             | \$ 392,163.47          | \$ 1,369,198.68                      | Not a Budgeted Fund \$ 188,616.72 |               |                                            |                   |  |
| <b>TOTALS</b>                            | <b>\$ 16,083,266.59</b>               | <b>\$ -</b>               | <b>\$ 10,061,189.90</b> | <b>\$ 9,910,028.39</b> | <b>\$ 16,234,428.10</b>              | <b>\$ 37,223,802.00</b>           |               |                                            |                   |  |

INDEBTEDNESS:

|                                      |                      |
|--------------------------------------|----------------------|
| GO 2020 REFUNDING & IMPROVEMENT BOND | \$ 21,255,000        |
| 2013 PUMPER FIRE TRUCK LEASE         | \$ 129,231           |
| 2019 FERRARA PUMPER TRUCK LEASE      | \$ 477,218           |
| 2019 PBC                             | \$ 17,280,000        |
| <b>TOTAL</b>                         | <b>\$ 39,141,449</b> |

Note: Information is Unaudited