



## CITY COMMISSION MEETING AGENDA

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Tuesday, May 20, 2025 at 5:30 PM – Commission Room, City Hall — 118 W. Central Ave

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Please join our meeting and subscribe to our YouTube channel:  
<https://www.youtube.com/@cityofarkansascitykansas895>



### 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 June 2025 as Archaeology and Historic Preservation Month in Arkansas City.

### III. Recognition of Visitors/Staff

- [1.](#) Introduce and swear in newly hired police officers Caleb Rinehart and Kevin Horinek, and new animal control officer Erica Petry.

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

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

- [1.](#) Approve May 6, 2025, regular meeting minutes as written.
- [2.](#) A Resolution authorizing the City of Arkansas City to allocate Unpledged Healthcare Sales Tax Funds in the amount of \$1,200.00 to SCK Health for uncompensated care provided to the community, consistent with Ordinance No. 2019-02-4481 and the City's intent to annually appropriate available revenues for health care purposes.
- [3.](#) A Resolution authorizing the City of Arkansas City to approve a payment of \$1,874.34 from the Transient Guest Tax Fund to Cardinal Sign, LLC, representing the City's 50% cost share to replace the billboard frame at Exit 213, in partnership with Visit Ark City.

### V. Public Hearing

- [1.](#) Hold a public hearing to consider an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant (CDBG) Program funds under the Housing Rehabilitation category. **(Voice Vote)**
1. a. A Resolution certifying legal authority to apply for the 2025 Kansas Small Cities Community Development Block Grant (CDBG) Program from the Kansas Department of Commerce and authorizing the Mayor to sign and submit such an application. **(Voice Vote)**

### VI. City Manager Updates & Reminders

## **VII. Items for Discussion by City Commissioners**

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

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

## **IX. Adjournment**

Office of the Mayor  
Arkansas City, Kansas  
*Proclamation*

**WHEREAS**, the National Trust for Historic Preservation created Preservation Week in 1971 to spotlight grassroots preservation efforts in the United States, and it since has grown into an annual celebration observed by small towns and big cities with events ranging from architectural and historic tours and award ceremonies to fundraising events, educational programs, and heritage travel opportunities; and

**WHEREAS**, the National Trust in 2005 extended the celebration to an entire month and declared it Preservation Month to provide an even longer opportunity to celebrate the diverse and unique heritage of our country's cities and states, and to enable more Americans to become involved in the growing preservation movement; and

**WHEREAS**, the National Historic Preservation Act has had a profound impact on Kansas, and historic places listed on the Cowley County, State, and National Registers contribute to the revitalization and recognition of communities through heritage tourism and the preservation of historic places which honor the diverse cultural, agricultural, natural, and built environments of our State; and

**WHEREAS**, Etzanoa, "The Great Settlement," is a large historic Native American City of the Wichita people located in present day Arkansas City, Kansas from the mid-15<sup>th</sup> Century through the mid-18<sup>th</sup> century; and

**WHEREAS**, June is a very important month for the Etzanoa Conservancy, as ongoing archaeological excavation, educational and training activities take place throughout this month as part of the Etzanoa Field School, offered in conjunction with Cowley College and Wichita State University; and

**WHEREAS**, Archaeology and Historic Preservation Month is a celebration of our city's historic heritage.

**NOW, THEREFORE**, the Mayor of the City of Arkansas City, Kansas, does hereby proclaim that **June 2025** shall be commemorated as

### **ARCHAEOLOGY AND HISTORIC PRESERVATION MONTH**

in Arkansas City, Kansas, and urges all residents to recognize the diverse and unique heritage of Arkansas City, Cowley County, and the State of Kansas with appropriate and suitable activities and celebrations.

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

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*Name/Title: Chad D. Beeson, Mayor  
Date: May 20, 2025*



## City Commission Agenda Item

Meeting Date: May 20<sup>th</sup>, 2025  
From: Jim Holloway, Chief of Police  
Item: Introduce & swear in newly hired officers Reinhart, Horinek & Petry

**Purpose:** Introduce and swear in newly hired police officers Caleb Rinehart and Kevin Horinek, and new animal control officer Erica Petry.

**Background:**

The Arkansas City Police Department has recently hired two police officers and an animal control officer.

- 1) Caleb Rinehart was hired as a full-time officer and started with ACPD on March 4th.
- 2) Kevin Horinek was hired to full-time officer position and started on April 10th.
- 3) Erica Petry was hired as an animal control officer and started on April 23<sup>rd</sup>.

Officers will be sworn in by City Clerk Tiffany Parsons.

**Commission Options:**

1. Welcome and congratulate new hires to our team!

**Fiscal Impact:** Amount:

Fund: Department: Expense Code:

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

**Approved for Agenda by:**

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

Randy Frazer, City Manager



## City Commission Agenda Item

Meeting Date: May 20, 2025

From: Tiffany Parsons, City Clerk

Item: Approve May 6, 2025, Regular Meeting Minutes

**Motion:** Approve May 6, 2025, regular meeting minutes as written.

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

**Commission Options:**

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

**Approved for Agenda by:**

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

Randy Frazer, City Manager



## CITY COMMISSION MEETING MINUTES

Tuesday, May 6, 2025 at 5:30 PM — Commission Room, City Hall — 118 W. Central Ave

### Routine Business

#### 1. Roll Call

##### PRESENT:

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

##### ABSENT:

Mayor Chad Beeson

City staff present: City Attorney Larry Schwartz, City Manager Randy Frazer, City Clerk Tiffany Parsons, Communication Director Shana Adkisson, Fire/EMS Chief Stuart Cassaboom, Environmental Services Superintendent Kyle Blubaugh, and Police Chief Jim Holloway.

2. Opening Prayer and Pledge of Allegiance led by City Attorney Schwartz.
3. Addition or Deletions to the agenda.

City Manager Frazer stated that there were three additions and one deletion to the agenda as follows:

#### **Additions: New Business, City Manager Department**

- **Item No. 5** A Resolution authorizing the City of Arkansas City to approve a temporary extension of licensed premise at Gloria's Bar, located at 1121 S. Summit St., to allow sale and consumption of alcoholic liquor on public property pursuant to K.S.A. 41-2608. **(Voice Vote)**
- **Item No. 6** A Resolution certifying legal authority to apply for the Kansas Small Cities Community Development Block Grant Program from the Kansas Department of Commerce for Parks & Facilities System improvements. **(Voice Vote)**
- **Item No. 7** A Resolution assuring the Kansas Department of Commerce that funds will be continually provided for the operation and maintenance of improvements to the park system to be financed with Community Development Block Grant Funds. **(Voice Vote)**

**Deletion: Consent Agenda, Item No. 4.** 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 the east corner of Central Ave. and Summit St. for one day, commencing Friday, June 7, 2025. **(Voice Vote)**. This item is a duplicate, as it is already listed on the agenda for consideration under New Business, City Manager Department, Item No. 4.

#### 4. Approval of the Agenda.

*Motion made by Commissioner Spielman, Seconded by Commissioner Warren to approve the agenda as amended.*

*Voice Voting Aye: Commissioner Spielman, Commissioner Tweedy III, Commissioner Warren, and Vice-Mayor Stover.*

*Vice-Mayor Stover declared the motion approved.*

## Consent Agenda

Section IV, Item 1.

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

1. Approve April 15, 2025, regular meeting minutes as written.
2. A Resolution authorizing the City of Arkansas City to allocate Unpledged Healthcare Sales Tax Funds in the amount of \$13,600.00 to SCK Health for uncompensated care provided to the community, consistent with Ordinance No. 2019-02-4481 and the City's intent to annually appropriate available revenues for health care purposes. **(Voice Vote)**
3. A Resolution approving the public hearing notice publication and setting the public hearing for Tuesday, May 20, 2025, at 5:30 p.m., to consider an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the Housing Rehabilitation category. **(Voice Vote)**
- ~~4. 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 the east corner of Central Ave. and Summit St. for one day, commencing Friday, June 7, 2025. **(Voice Vote)**~~

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

*Voice Voting Aye: Commissioner Spielman, Commissioner Tweedy III, Commissioner Warren, and Vice-Mayor Stover. Vice-Mayor Stover declared the motion approved; given **Resolution No. 2025-05-3702** and **Resolution No. 2025-05-3703**.*

## Awards and Proclamations

City Clerk Parsons announced the following items for recognition:

1. Recognize and honor Haven Gutierrez, Genesis Mendez, and Jessi Ritchhart as Arkansas City's Outstanding Student Award scholarship recipients for 2024-2025.

City Clerk Parsons provided a brief history of the City sponsored program which began over 40 years ago, circa 1983-1984, further announcing this year's Overall Outstanding Student as Arkansas City to Cowley College student Jessi Ritchhart recipient of the \$1,000 scholarship, First Runner-up as Arkansas City High School student Genesis Mendez winner \$500 scholarship, and Second Runner-up Arkansas City Middle School student Haven Gutierrez as the \$250 scholarship winner. Vice-Mayor Stover formally presented each student with their scholarship checks on behalf of the city and city commission. An engraved plate with Jessi Ritchhart's name and award year will also be on display and added to the Overall Outstanding Student Award Plaque on display in the Commission Chambers of City Hall.

2. Proclaim May 6-12, 2025, as National Nurses Week and May 11-17, 2025, as National Hospital Week as recited by Commissioner Spielman.
3. Proclaim May 12-18, 2025, as National Police Week and May 15, 2025, as Peace Officers Memorial Day as recited by Commissioner Warren and presented to Police Chief Holloway.
4. Proclaim National Fallen Firefighters Memorial Day as the first weekend in May 2025 as recited by Vice-President Stover and presented to Fire Chief Cassaboom.
5. Proclaim May 18-24, 2025, as National EMS Week as recited by Commissioner Tweedy III and presented to Fire Chief Cassaboom.

City Clerk Parsons offered the following items for consideration:

**City Manager Department**

1. An Ordinance adopting the budget pay plan to become effective May 17, 2025.

Environmental Services Superintendent Kyle Blubaugh spoke with the revised water rate structure approved in 2024 and as efforts to restructure and improve the department to support, of this request will allow for the creation of two (2) additional, full-time positions within the Environmental Services Department. These additional Environmental Services Department Positions include: Line Replacement Maintenance Worker I, Line Replacement Maintenance Worker II, Line Replacement Maintenance Worker III, Line Replacement Lead, Distribution Lead, and Collection Lead position.

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

*Roll Call Voting Aye: Commissioner Spielman, Commissioner Tweedy III, Commissioner Warren, and Vice-Mayor Stover. Vice-Mayor Stover declared the motion approved; given **Ordinance No. 2025-05-4636**.*

2. A Resolution authorizing the City of Arkansas City to enter into an agreement with Professional Engineering Consultants (PEC) to serve as the City's Representative for the Water Treatment Plant Greensand Filter Improvement Project, for an amount not to exceed \$117,650.00.

City manager Frazer explained that this is an additional required request for the WTP Greensand Filter Project, related to SRF Loan #1056, but not included in the scope of the original loan agreement amount. The city must be represented by a professional engineering consultant in order to continue to qualify and meet the project loan requirements previously set.

*Motion made by Vice-Mayor Stover, Seconded by Commissioner Warren to approve the item as written.*

*Voice Voting Aye: Commissioner Spielman, Commissioner Tweedy III, Commissioner Warren, and Vice-Mayor Stover. Vice-Mayor Stover declared the motion approved; given **Resolution No. 2025-05-3704**.*

3. A Resolution authorizing the City of Arkansas City to execute Agreement No. 937-24 with the Secretary of Transportation and the Kansas Department of Transportation (KDOT), for participation in the Kansas Local Bridge Improvement Program, Project No. 18-U-2563-01, to replace the F Street Bridge.

The City of Arkansas City applied for and was awarded funding assistance through the Kansas Local Bridge Improvement Program (KLBIP) for the replacement of Bridge No. 501100180000004, located on F Street just north of Tyler Avenue over Mill Canal. More agreement details we provided by City Manager Frazer. The City will be responsible for the remaining 15% of participating costs up to KDOT's limit and 100% of all costs exceeding KDOT's maximum funding amount.

This project supports the City's ongoing efforts to replace deficient bridge structures, improve local transportation infrastructure, enhance public safety, and support future economic development.

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

*Voice Voting Aye: Commissioner Spielman, Commissioner Tweedy III, Commissioner Warren, and Vice-Mayor Stover. Vice-Mayor Stover declared the motion approved; given **Resolution No. 2025-05-3705**.*

4. 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 the east corner of Central Ave. and Summit St. for one day, commencing Friday, June 7, 2025.

City Clerk Parsons provided background for this request for a Beer Garden managed by the Sandbar, to be held during the Merchants In Motion *Family Funday/Father's Day Downtown Event*, from 3:00 p.m. until 7:00 p.m with the correction of Saturday, June 7, 2025 as the day for the occasion.

*Motion made by Commissioner Warren, seconded by Commissioner Spielman to approve 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 the east corner of Central Ave. and Summit St. for one day, commencing Saturday, June 7, 2025.*

*Roll Call Voting Aye: Commissioner Spielman, Commissioner Tweedy III, Commissioner Warren, and Vice-Mayor Stover. Vice-Mayor Stover declared the motion approved; given **Resolution No. 2025-05-4637**.*



5. A Resolution authorizing the City of Arkansas City to approve a temporary extension of licensed premises for Gloria's Bar, located at 1121 S. Summit St., to allow sale and consumption of alcoholic liquor on public property pursuant to K.S.A. 41-2608.

City Clerk Parsons noted this request is from the owner of Gloria's Bar to allow a temporary extension of license premises to sell and serve during their corn hold tournament event to be held Saturday, June 7, 2025 from 4:00 PM to midnight. Gloria has made arrangements to apply to the state via form ABC- 816 which requires city/governing body approval with submittal. Pursuant to K.S.A. 41-2608, the governing body of a city may approve by ordinance or resolution the temporary extension of the licensed premises of a public venue, club, or drinking establishment into a street, alley, road, sidewalk, or highway that is closed to motor vehicle traffic.

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

*Voice Voting Aye: Commissioner Spielman, Commissioner Tweedy III, Commissioner Warren, and Vice-Mayor Stover. Vice-Mayor Stover declared the motion approved; given **Resolution No. 2025-05-3706.***

6. A Resolution certifying legal authority to apply for the Kansas Small Cities Community Development Block Grant Program from the Kansas Department of Commerce for Parks & Facilities System improvements.

Municipal Consultant Crystal Henning with Ranson Financial was present speak and answer questions pertaining to this requested item, for the city submit an application for 2025 funding for the program geared towards improvements to Wilson Park. Because this was an agenda add item, the required Public Hearing is to be determined at a later date.

*Motion made by Commissioner Warren, Seconded by Vice-Mayor Stover to approve the item as written.*

*Voice Voting Aye: Commissioner Spielman, Commissioner Tweedy III, Commissioner Warren, and Vice-Mayor Stover. Vice-Mayor Stover declared the motion approved; given **Resolution No. 2025-05-3707.***

7. A Resolution assuring the Kansas Department of Commerce that funds will be continually provided for the operation and maintenance of improvements to the park system to be financed with Community Development Block Grant Funds.

The Kansas Department of Commerce also requires that CDBG applicants assure them, through this resolution, that funds will be provided continually for the operation and maintenance of any improvements paid for with for with Small Cities Community Development Block Grant program funds, as part of the application process.

*Motion made by Vice-Mayor Stover, Seconded by Commissioner Spielman to approve the item as written.*

*Voice Voting Aye: Commissioner Spielman, Commissioner Spielman, Commissioner Warren, and Vice-Mayor Stover. Vice-Mayor Stover declared the motion approved; given **Resolution No. 2025-05-3708.***

#### Environmental Services Department

1. A Resolution authorizing a Change Order submitted by Wildcat Construction for additional work on the Well 16 Offset Project, including watermain wet tap, hydrant replacement, and steel beam relocation adjustments, for an amount not to exceed \$13,332.92.

Environmental Services Superintendent Kyle Blubaugh explained that a change order was required for three items on the Well 16 Offset project. Wildcat Construction will carry out all necessary modifications associated with these changes to include: 1.) connect to existing watermain wet tap, 2.) remove a 2" hydrant & replace with 6" hydrant, and 3.) relocate two steel beams to accommodate the well casing installation. This change to the contract price is \$13,332.92, bringing the revised contract total to \$651,632.92.

*Motion made by Commissioner Tweedy III, Seconded by Vice-Mayor Stover to approve the item as written.*

*Voice Voting Aye: Commissioner Spielman, Commissioner Spielman, Commissioner Warren, and Vice-Mayor Stover. Vice-Mayor Stover declared the motion approved; given **Resolution No. 2025-05-3709.***

#### Fire/EMS Department

1. A Resolution authorizing the City of Arkansas City to accept a quote submitted from KNOX, for master key control system upgrades, for an estimated amount of \$12,973.00.

Fire/EMS Chief Cassaboom presented that the addition of this KeySecure 5 features dual key security. KnoxConnect®, a cloud-based management system system upgrades the current security for the Knox master key currently used and adds accountability to ensure the safety and security for the businesses within our jurisdiction.

*Motion made by Commissioner Spielman, Seconded by Vice-Mayor Stover to approve the item as written.*

*Voice Voting Aye: Commissioner Spielman, Commissioner Tweedy III, Commissioner Warren, and Vice-Mayor Stover. Vice-Mayor Stover declared the motion approved; given **Resolution No. 2025-05-3710.***

2. A Resolution authorizing the City of Arkansas City to purchase a new fire pump and gearbox for Engine 51 from Conrad Fire Equipment in the amount of \$69,337.05, due to catastrophic mechanical failure.

Currently, the Fire/EMS Department is relying on a single engine for all Rescue and Fire response calls due to a recent identified issue, as explained by Fire Chief Cassaboom. Engine 51, a front-line apparatus in the City's Fire/EMS fleet, recently experienced a critical failure when it lost all fluid in the gearbox feeding the fire pump. This resulted in catastrophic damage to both the gearbox and the pump. The extent of the internal damage was not fully realized until Conrad Fire Equipment provided images showing significant mechanical failure. Chief Cassaboom noted that Conrad Fire has new pump assemblies in stock which will provide a faster turnaround time for repair of Engine 51 to be back in full use.

*Motion made by Vice-Mayor Stover, Seconded by Commissioner Spielman to approve the item as written.*

*Voice Voting Aye: Commissioner Spielman, Commissioner Tweedy III, Commissioner Warren, and Vice-Mayor Stover. Vice-Mayor Stover declared the motion approved; given **Resolution No. 2025-05-3711.***

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

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

1. May 1<sup>st</sup>, staff attended a pre-construction meeting with KDOT and the construction co. for the Hike Bike Trail, that will start in Paris Park, follow the mil canal down to 1<sup>st</sup> St., over to Summit St. past the Cowley College Sports Complex and trail back around to Level System. Construction to begin May 27<sup>th</sup> with an estimated completion is aimed for September 2025.
2. May 15<sup>th</sup>, Burns & Mac will meet about the Wastewater Treatment Plant design and rebuild of chemicals cost estimates. The city needs to start looking ahead as at the midway point of our 5–7-year permit cycle.
3. The Arnold Group completed the salary bench marking and comprehensive review for the compensation study and are preparing final recognition. A presentation will occur at a future commission meeting.
4. Thursday, May 9<sup>th</sup> at noon is another *13 Ways to Kill Your Community* workshop. Chamber Director Arty Hicks and Visit Ark City Director Jill Hunter will both be attending this session. Next few 13 Way workshops are set for May 29<sup>th</sup>, June 9<sup>th</sup> and 23<sup>rd</sup>. All of these webinar sessions will occur in the City Mangers office for viewing.
5. Monday, April 21<sup>st</sup> at 6:30 PM is the Outstanding Student Banquet dinner in the Cowley College Brown Center Wright Room, where finalists are revealed.
6. Budget Work Session Retreat will begin at 8:00 AM on Friday, June 6<sup>th</sup> at the Water Treatment Facility Meeting Room.
7. Outside Agency Budget Retreat is Friday, June 13<sup>th</sup>, time to be determined.
8. Environmental Services Monthly Report for April provided to commission.

### **Items for Discussion by City Commissioners**

Commissioner Tweedy III reminded everyone that monthly Car's and Coffee will be held at the 200 Block d  
lost across from Steamy Joe's this Saturday, May from 8:00 AM – 11:00 AM.

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

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

Vice-Mayor Stoved called for comments from the audience. No one wished to speak.

**Adjournment**

*Motion made by Commissioner Warren, Seconded by Commissioner Tweedy III to adjourn the meeting.*

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

THE CITY OF ARKANSAS CITY  
BOARD OF CITY COMMISSIONERS

(Seal)

\_\_\_\_\_  
Tad Stover, Vice-Mayor

ATTEST:

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

Prepared by:

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



## City Commission Agenda Item

Meeting Date: May 20, 2025  
 From: Randy Frazer, City Manager & Jennifer Waggoner, Finance Director/Treasurer  
 Item: Request from SCK Health for Distribution of Tax Funds for Uncompensated Care

**Motion:** A Resolution authorizing the City of Arkansas City to allocate Unpledged Healthcare Sales Tax Funds in the amount of \$1,200.00 to SCK Health for uncompensated care provided to the community, consistent with Ordinance No. 2019-02-4481 and the City's intent to annually appropriate available revenues for health care purposes. **(Voice Vote)**

**Background:** On May 14, 2025, SCK Health submitted a request to the City of Arkansas City for funds in the amount of \$1,200.00. This request is for reimbursement of charity care provided by SCK Health to community members who are unable to pay for medical services.

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

SCK Health has provided supporting documentation of charity care costs totaling \$1,200.00, consistent with prior practices and City policy regarding the use of these funds. Staff recommend approval of this request in alignment with the City's ordinance and long-standing commitment to support local healthcare services through the use of dedicated sales tax revenues.

**Commission Options:**

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

**Fiscal Impact:** Amount: **\$1,200.00**

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

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

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

**Attachments:**

- Request Letter from SCK Health dated May 14, 2025
- Charity Care Summary Documentation

**Approved for Agenda by:**

Randy Frazer, City Manager

**RESOLUTION NO. 2025-05-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ALLOCATE UNPLEDGED HEALTHCARE SALES TAX FUNDS IN THE AMOUNT OF \$1,200.00 TO SOUTH CENTRAL KANSAS (SCK) HEALTH, FOR UNCOMPENSATED CARE PROVIDED IN THE COMMUNITY, CONSISTENT WITH ORDINANCE NO. 2019-02-4481 AND THE CITY'S INTENT TO ANNUALLY APPROPRIATE AVAILABLE REVENUE FUNDS FOR HEALTHCARE PURPOSES.**

**WHEREAS**, SCK Health submitted a request on May 14, 2025, for reimbursement in the amount of \$1,200.00 for charity care provided to community members unable to pay for medical services; and

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

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

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

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

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 20<sup>th</sup> day of May 2025.

(Seal)

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-05-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on May 20, 2025, as the same appears of record in my office.

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

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



Margaret Grismer  
Chief Executive Officer

May 14th, 2025

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

Dear Jennifer,

I am writing to request Compensating Use Tax Funds from the city in the amount of \$1,200. The Charity Care details are enclosed that support this amount. Thank you for your assistance with this request.

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

Appreciated,

  
Margaret Grismer  
CEO



50715000	99031	CHARITY CARE WRITE-OFF	-1	-250.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-85.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-333.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-160.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-704.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-290.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-475.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-563.40	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-114.85	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-5111.51	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-723.96	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-1578.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-1583.50	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-3195.02	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-1654.87	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-735.15	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-852.47	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-693.33	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-945.55	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-426.24	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-429.39	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-899.35	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-460.07	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-571.84	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-345.89	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-433.99	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-1374.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-1679.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-967.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-1447.63	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-40.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-1759.00	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-4384.15	5/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-3854.73	5/31/2022

Submitted on  
4/1/25  
\$28,685.64

\$29,831.22

Remaining \$1,145.58

Submitted for on 4/30/25  
\$13,600

Remaining \$363.06

\$1200 on 5/1/25

Remaining \$62.41





## City Commission Agenda Item

Meeting Date: May 20, 2025

From: Randy Frazer, City Manager

Item: Cost Share for Billboard Framing Repair at Exit 213

**Motion:** A Resolution authorizing the City of Arkansas City to approve a payment of \$1,874.34 from the Transient Guest Tax Fund to Cardinal Sign, LLC, representing the City's 50% cost share to replace the billboard frame at Exit 213, in partnership with Visit Ark City. **(Voice Vote)**

**Background:** Visit Ark City has contracted with Cardinal Sign, LLC to refurbish the billboard structure owned by the City of Arkansas City and located at Exit 213 in Oklahoma. The billboard's new facing has already been paid for. However, recent high winds destroyed the metal framing that supports the sign face, requiring the complete reconstruction of the frame.

Cardinal Sign has provided an estimate of \$3,748.68 for the new framing and installation work. LG Pike has volunteered to assist with the installation process at no cost, reducing the overall expense to the City and Visit Ark City.

Visit Ark City has agreed to pay 50% of the framing cost and is requesting the remaining 50% to be funded from the City's Transient Guest Tax Fund. This joint investment will ensure continued visibility and promotion of Arkansas City to northbound travelers on I-35.

Total Project Cost: \$3,748.68

- City Share (Transient Guest Tax Fund): \$1,874.34
- Visit Ark City Share: \$1,874.34

Funding for the City's portion is available in the Transient Guest Tax Fund.

**Commission Options:**

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

**Fiscal Impact:** Amount: **\$1,874.37**

Fund: **23 (Tourism)** Department: **773 (Tourism)** Expense Code: **6212 (Payments to Contractors)**

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

**Attachments:**

- Request letter from Visit Ark City
- Estimate from Cardinal Sign

**Approved for Agenda by:**

Randy Frazer, City Manager

RESOLUTION NO. 2025-05-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO APPROVE A PAYMENT OF \$1,874.34 FROM THE TRANSIENT GUEST TAX FUND TO CARDINAL SIGN, LLC, REPRESENTING THE CITY’S 50% COST SHARE TO REPLACE THE BILLBOARD FRAME AT EXIT 213, IN PARTNERSHIP WITH VISIT ARK CITY.**

**WHEREAS**, Visit Ark City has contracted with Cardinal Sign, LLC to refurbish the billboard structure owned by the City of Arkansas City and located at Exit 213 in Oklahoma, which was damaged by high winds; and

**WHEREAS**, Cardinal Sign, LLC provided an estimate of \$3,748.68 for the new billboard framing and installation work. LG Pike has volunteered to assist with the installation process at no cost, reducing the overall expense to the City and Visit Ark City; and

**WHEREAS**, Visit Ark City has agreed to pay 50% of the framing cost, and is requesting the remaining 50% in the amount of \$1,874.34 to be funded though the City’s Transient Guest Tax Fund.

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to approve a payment of \$1,874.34 from the Transient Guest Tax Fund to Cardinal Sign, LLC, representing the City’s 50% cost share to replace the billboard frame at Exit 213, in partnership with Visit Ark City. A request letter from Visit Ark City and estimate from Cardinal Sign are attached hereto and incorporated for reference.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 20<sup>th</sup> day of May 2025.

(Seal) \_\_\_\_\_  
Chad D. Beeson, Mayor

ATTEST:  
  
\_\_\_\_\_  
Tiffany Parsons, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Larry R. Schwartz, City Attorney

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-05-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on May 20, 2025, as the same appears of record in my office.

DATED: \_\_\_\_\_.  
\_\_\_\_\_  
Tiffany Parsons, City Clerk

City of Arkansas City, Mayor and City Commissioners,

We have hired Cardinal Sign to replace the facing on the billboard that we own at Exit 213 in Oklahoma. The facing is already paid for, but unfortunately when Cardinal Sign went to install it the frame that the facing attaches to was destroyed by the heavy winds we had recently. They have given me a quote to have the facing attached and rebuild the framing for it. L G Pike has graciously offered to assist with the installation as a donation to our project. VISIT Ark City is willing to pay half of the cost of the framing and is requesting the other half to be covered by Transient Guest Tax dollars. We are ready to move forward with this project as soon as we have your approval.

Thank you for considering this,



Jill M Hunter

City of Arkansas City, Mayor and City Commissioners,

We have hired Cardinal Sign to replace the facing on the billboard that we own at Exit 213 in Oklahoma. The facing is already paid for, but unfortunately when Cardinal Sign went to install it the frame that the facing attaches to was destroyed by the heavy winds we had recently. They have given me a quote to have the facing attached and rebuild the framing for it. L G Pike has graciously offered to assist with the installation as a donation to our project. VISIT Ark City is willing to pay half of the cost of the framing and is requesting the other half to be covered by Transient Guest Tax dollars. We are ready to move forward with this project as soon as we have your approval.

Thank you for considering this,



Jill M Hunter



# City Commission Agenda Item

Meeting Date: May 20, 2025  
From: Randy Frazer, City Manager  
Item: Public Hearing – Small Cities CDBG Funds Application

**Purpose:** Hold a public hearing to consider an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant (CDBG) Program funds under the Housing Rehabilitation category. **(Voice Vote)**

**Background:** During their May 6, 2025 City Commission Meeting, the Governing Body of Arkansas City adopted Resolution No. 2025-05-3703 approving the notice of public hearing and setting the public hearing for May 20<sup>th</sup>. Said notice was properly published Saturday, May 10, 2025 in the Cowley CourierTraveler.

The purpose of this public hearing is to consider an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the Housing Rehabilitation category. A specific project to be discussed involves the substantial rehabilitation of approximately 9 dwellings occupied by qualifying low-to-moderate-income families, with approximately 5 rental units and 4 owner-occupied homes and the demolition of approximately 2 blighted residential structures within the target area bounded by the City limits of Arkansas City, Kansas. The estimated project cost is \$350,000, with the grant request for \$300,000.00 and a local match of \$50,000.00 derived from landlord contributions, the Kansas Weatherization Assistance Program, and City funds. Other project proposals introduced at the public hearing will be considered. Oral and written comments will be recorded and become a part of the City of Arkansas City CDBG Citizen Participation Plan.

**Commission Options:**

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

**Fiscal Impact:** Amount:

Fund: Department: Expense Code:  
☐ Included in budget      ☐ Grant      ☐ Bonds      ☐ Other Not Budgeted

**Attachments:**

**Approved for Agenda by:**

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



# City Commission Agenda Item

Meeting Date: May 20, 2025  
From: Randy Frazer, City Manager  
Item: Public Hearing – Small Cities CDBG Funds Application

**Purpose:** 1 a. A Resolution certifying legal authority to apply for the 2025 Kansas Small Cities Community Development Block Grant (CDBG) Program from the Kansas Department of Commerce and authorizing the Mayor to sign and submit such an application. **(Voice Vote)**

**Background:**

Following the public hearing, the governing body of Arkansas city will have the opportunity to vote to approve this resolution to apply for this next round of Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the Housing Rehabilitation category. The city will dedicate \$4,000.00 in cash funds toward this project as part of the assurances under this agreement.

A specific project to be discussed involves the substantial rehabilitation of approximately 9 dwellings occupied by qualifying low-to-moderate-income families, with approximately 5 rental units and 4 owner-occupied homes and the demolition of approximately 2 blighted residential structures within the target area bounded by the City limits of Arkansas City, Kansas. The estimated project cost is \$350,000, with the grant request for \$300,000.00 and a local match of \$50,000.00 derived from landlord contributions, the Kansas Weatherization Assistance Program, and City funds.

**Commission Options:**

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

**Fiscal Impact:** Amount: **\$4,000.00**

Fund: **01- General Fund** Department: **100 – Non-departmental** Expense Code: **6412 – Other Professional Services**

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

**Attachments:** Resolution to Apply, Statement of Assurances, Det. Of Level Review, Commitment - City Contribution Letter, KWAP, Anit-displacement form, 2025 Budget, Disclosure Report, and two contracts.

**Approved for Agenda by:**

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

THE CITY OF ARKANSAS CITY, KANSAS

RESOLUTION NO. \_\_\_\_\_

RESOLUTION CERTIFYING LEGAL AUTHORITY  
TO APPLY FOR THE 2025 KANSAS  
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FROM THE KANSAS DEPARTMENT OF COMMERCE  
AND AUTHORIZING THE MAYOR TO SIGN AND  
SUBMIT SUCH AN APPLICATION

WHEREAS, The City of Arkansas City, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City of Arkansas City, Kansas, intends to submit an application for assistance from the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City Arkansas City, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR of Arkansas City, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$4,000.00 in cash funds toward this project.

APPROVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY  
KANSAS, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

APPROVED \_\_\_\_\_  
MAYOR, CHAD BEESON

ATTEST \_\_\_\_\_

(SEAL)

THE CITY/COUNTY OF \_\_\_\_\_, KANSAS

## STATEMENT OF ASSURANCES AND CERTIFICATIONS

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The applicant hereby assures and certifies with respect to the grant that:

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a) (2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
  - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
  - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):
  - (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1:



- (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
- (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
- (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
- (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
- (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
- (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
- (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
- (k) Relocation payment requirements of Section 105(a) (11) of Title I, Housing and Community Development Act of 1974, as amended.
- (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
- (n) The regulations, policies, guidelines and requirements of 2 CFR Part 200 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;

- (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict of interest provisions of 24 CFR 570.489 applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
- (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
- (9) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;
- (10) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
- (11) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
- (12) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures if its application is not selected for CDBG funding.
- (13) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.

- (14) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

_____	Chad Beeson
Signature, Chief Elected Official	Name (typed or printed)
Mayor, City of Arkansas City	_____
Title	Date

To Whom It May Concern:

As Chief Elected Official of the City/County of Arkansas City, Cowley Co. , I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

\_\_\_\_\_  
Mayor

ATTEST:

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

Kansas Department of Commerce  
Community Development Block Grant (CDBG) Program  
1000 S.W. Jackson St., Suite 100  
Topeka, KS 66612-1354

**DETERMINATION OF LEVEL OF REVIEW**

ENVIRONMENTAL REVIEW RECORD (ERR)

Grantee Name & Project Number: Arkansas City CDBG Housing 2025

Project Location: City of Arkansas City

Project Description:

Rehabilitation of approximately 9 dwellings occupied by qualifying low-to-moderate-income families, with approximately 5 rental units and 4 owner-occupied homes and the demolition of approximately 2 blighted residential structures within the target area bounded by the City limits of Arkansas City, Kansas. The estimated project cost is \$350,000, with the grant request for \$300,000.00 and a local match of \$50,000.00 derived from landlord contributions, the Kansas Weatherization Assistance Program, and City funds.

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- ☐ Exempt from NEPA review requirements per 24 CFR 58.34(a)(\_\_\_)
- ☐ Categorical Exclusion NOT Subject to §58.5 authorities per 24 CFR 58.35(b)(\_\_\_)
- ☒ Categorical Exclusion SUBJECT to §58.5 authorities per 24 CFR 58.35(a)(\_\_\_)
- ☐ An Environmental Assessment (EA) is required to be performed.
- ☐ An Environmental Impact Statement (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

Chad Beeson, Mayor of Arkansas City	
Chief Elected Official (print name/title)	Chief Elected Official's Signature
Date	

6/12/2023p

**CHAD BEESON**  
**Mayor**

[cbeeson@arkansascityks.gov](mailto:cbeeson@arkansascityks.gov)

Section V, Item 2.

620-441-4412  
118 W. Central Ave.  
Arkansas City, Ks. 67005



May 20, 2025

Kansas Department of Commerce  
1000 S.W. Jackson St., Suite 100  
Topeka, KS 66612

**RE: City of Arkansas City Commitment of Funds for 2025 CDBG Housing Rehabilitation Grant Application**

Dear Mr. Parks,

The City of Arkansas City is pleased to submit this letter as part of our application for the 2025 Community Development Block Grant (CDBG) Housing Rehabilitation Program. This letter serves as a formal commitment of funds in support of the environmental review requirements for our proposed project.

We confirm that the City of Arkansas City is committed to contributing \$4,000 toward the completion of the environmental review necessary for the success of this project. This funding will help ensure compliance with federal and state environmental standards, contributing to a safe and effective implementation of our housing rehabilitation efforts.

Thank you for your consideration and ongoing support of our community development initiatives. We look forward to the opportunity to partner with the Kansas Department of Commerce in bringing this project to completion and enhancing housing conditions in Arkansas City.

Sincerely,

Chad Beeson  
Mayor  
City of Arkansas City



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

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

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

Re: 2025 CDBG Housing Rehabilitation Application

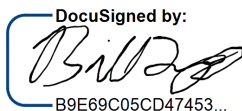
Dear Mayor Beeson,

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

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

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

Sincerely,

DocuSigned by:  
  
B9E69C05CD47453...

Bill Lampe  
Executive Director, SCKEDD

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

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

(Minimum required by all applicants for funding – must be submitted with application)

**Residential Anti-displacement and Relocation Assistance Plan  
under Section 104(d) of the  
Housing and Community Development Act of 1974, as Amended**

The jurisdiction will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The jurisdiction will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds (should contain proposed demolitions):

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Date: \_\_\_\_\_ Signature – Chief Elected Official: \_\_\_\_\_

GRANTEE NAME: CITY OF ARKANSAS CITY

GRANT NUMBER: TBD

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
<b>1. Public Facilities/Construction</b>				
a. Water/Lines/Treatment				\$ -
b. Sewer/Lines/Treatment				\$ -
c. Street Improvements				\$ -
d. Drainage/Flood				\$ -
e. Center/Facility				\$ -
f. Other (Identify)				\$ -
g. Acquisition, including easements				\$ -
h. Engineering Design				\$ -
i. Construction Inspection				\$ -
j. Architectural Services				\$ -
k. Other Professional Services				\$ -
<b>Public Facility Activities Total</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>
<b>2. Housing Activities</b>				\$ -
a. Housing Rehabilitation	\$ 194,620.00	\$ 46,000.00	KWAP & Local Funds	\$ 240,620.00
b. Lead-Based Paint Activities	\$ 43,000.00			\$ 43,000.00
c. Demolition	\$ 14,000.00			\$ 14,000.00
d. Acquisition				\$ -
e. Relocation	\$ 5,000.00			\$ 5,000.00
f. New Construction				\$ -
g. Housing Inspection	\$ 13,000.00			\$ 13,000.00
<b>Housing Activities Total</b>	<b>\$ 269,620.00</b>	<b>\$ 46,000.00</b>		<b>\$ 315,620.00</b>
<b>3. Administration</b>				\$ -
a. Administrative Activities	\$ 30,000.00	\$ 4,000.00	City Match for ER	\$ 34,000.00
b. Legal	\$ 380.00			\$ 380.00
c. Audit				\$ -
<b>Administration Total</b>	<b>\$ 30,380.00</b>	<b>\$ 4,000.00</b>		<b>\$ 34,380.00</b>
<b>ALL ACTIVITIES TOTAL</b>	<b>\$ 300,000.00</b>	<b>\$ 50,000.00</b>		<b>\$ 350,000.00</b>

Rev. 2/2016



# Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing  
and Urban Development

OMB Number: 2501-0017  
Expiration Date: 1/31/2026

**Public Reporting Burden Statement:** This collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed HUD-2880 forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

## Applicant/Recipient Information

\* UEI Number: SLCBWNQNCJF7

\* Report Type: Initial ☒

Update ☐

### 1. Applicant/Recipient Name, Address, and Phone (include area code)

\* Applicant Name: City of Arkansas City

\* Street 1: 118 W Central Ave

Street 2:

City: Arkansas City

State Abbreviation: KS

\* Zip Code: 67005

County: Cowley

\* Country: USA

\* Phone: (620) 441-4400

### 2. Employer ID Number (do not include individual social security numbers):

### 3. HUD Program Name: Community Development Block Grant, Small Cities Program

### 4. Amount of HUD Assistance Requested/Received: \$ 300,000.00

### 5. State the name and location (street address, City and State) of the project or activity

Project Name: 2025 Home Rehabilitation Project

\* Street 1: A rehabilitation area bounded by the city limits of Arkansas City, Kansas

Street 2:

City: Arkansas City

State Abbreviation: KS

\* Zip Code: 67005

County: Cowley

\* Country: USA: UNITED STATES

## Part I Threshold Determinations

### 1. Are you applying for assistance for a specific project or activity?

These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. For further information see 24 CFR Sec. §4.3.

☐ Yes ☒ No

### 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR §4.9.

☒ Yes ☐ No

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. However, you must sign the certification at the end of the report.

**Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds.** Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name	Department/State/Local Agency Name
* Government Agency Name:	* Government Agency Name:
Government Agency Address:	Government Agency Address:
* Street 1:	* Street 1:
Street 2:	Street 2:
City: State Abbreviation: * Zip Code:	City: State Abbreviation: * Zip Code:
County:	County:
Country:	Country:
* Type of Assistance:	* Type of Assistance:
* Amount Requested/Provided: \$	* Amount Requested/Provided: \$
* Expected Uses of the Funds:	* Expected Uses of the Funds:

**Note:** For Part 1, use additional pages if necessary. Add Attachment:

**Part III Interested Parties. You must disclose:**

1. All developers, contractors, or consultants involved in the application for assistance or in the planning, development, or implementation of the project or activity.

* Alphabetical list of all persons with a reportable financial interest in the project or activity (for individuals, give the last name first)	* Unique Entity ID	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)		
SCKEDD	VEMDKJ6MQFQ5	Grant Administration	\$ 34000.00	9.71	%
SCKEDD	VEMDKJ6MQFQ5	Risk Assessment & Inspections	\$ 26000.00	7.43	%
			\$		%

2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

* Alphabetical list of all persons with a reportable financial interest in the project or activity (for individuals, give the last name first)	* City of Residence	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)		
			\$		%
			\$		%
			\$		%

**Note:** For Part 2, use additional pages if necessary. Add Attachment:

**Certification:**

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.

Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

\* Signature: \_\_\_\_\_ \* Date: (mm/dd/yyyy): \_\_\_\_\_

CONTRACT FOR ADMINISTRATIVE SERVICES  
CITY OF ARKANSAS CITY, KANSAS  
CDBG HOUSING REHABILITATION

THIS CONTRACT is entered into this \_\_\_\_\_ by and between City of Arkansas City, Kansas, Party of the First Part, hereinafter referred to as “City” and the South-Central Kansas Economic Development District, Inc. (SCKEDD) a non-profit Kansas corporation under the laws of the State of Kansas, Party of the Second Part, hereinafter called “SCKEDD”.

This contract is contingent upon award of a current Small Cities Community Development Block Grant (CDBG) application from the State of Kansas Department of Commerce. If the application is not successful and the grant not funded, this contract will be declared null and void.

SCKEDD hereby agrees to provide grant administration services to the City in the administration of the CDBG which may be awarded by the Kansas Department of Commerce to the City for housing rehabilitation. The services to be provided are outlined in the attached Exhibit “A” and hereby incorporated into this contract and made a part hereof. SCKEDD’s official agent for this contract is its Executive Director.

SCKEDD further agrees to the following:

1. SCKEDD will provide the City, the Kansas Department of Commerce, or the Comptroller General through any authorized representative, the access to, and the right to examine, SCKEDD’s records, books, papers, or documents related to the contract.
2. SCKEDD will provide safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves, or others, particularly those with whom they have family, business, or other ties.

SCKEDD further agrees to abide by the following State and Federal Regulations:

1. Title VI of the Civil Rights Act of 1964;
2. Title VIII of the Civil Rights Act of 1968, as amended by the Housing Act of 1974;
3. Section 109, Housing and Community Development (HCD) Act of 1974, as amended;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended through 1994, and implemented by 24 CFR 135;
5. Section 503 of Rehabilitation Act of 1973, as amended;
6. Section 504 of the Rehabilitation Act of 1973, as amended;
7. Age Discrimination Act of 1975, as amended;
8. Executive Order 11063 (1962);
9. Executive Order 11246 (1965), as amended;
10. 24 CFR 85, as modified by CFR 570, Subpart J;
11. Title I of the Housing and Community Development Act of 1974, as amended;
12. Section 519, Public Law 101-144 (1990 HUD Appropriation Act);

CONTRACT FOR ADMINISTRATIVE SERVICES  
CITY OF ARKANSAS CITY, KANSAS  
CDBG HOUSING REHABILITATION

Section V, Item 2.

13. Cranston-Gonzales National Affordable Housing Act (Sections 906 and 912);
14. Kansas Act Against Discrimination; and
15. Fair Housing Amendment Act of 1988.

These items are described in more detail in Section 10, Appendix “B” of the Kansas Small Cities Community Development Block Grant Program Grantee Handbook. These pages are attached hereto as Exhibit “B” and hereby incorporated into this contract and made a part hereof. The attached Exhibit “C” outlines the full terms and conditions that will govern the contract.

The City agrees, as related to this contract, to assume the following duties and obligations:

1. To pay SCKEDD **\$30,000.00** for the administration of this contract and **\$4,000.00** for completion of the environmental review. Payments are due to SCKEDD as follows for administrative duties:

**\$11,500.00** at the completion of the environmental assessment;

**\$15,00.00** after the first group of three (3) homes are completed;

**\$5,500.00** when the grant is ready for closeout, and clearance of all monitoring findings is received; and

**\$2,000.00** when the final closeout paperwork (with the exception of audit) is submitted to KDOC.

**3. Grant Extension Clause:**

In the event that the grant awarded by the Kansas Department of Commerce is extended beyond its original two-year contract period, SCKEDD agrees to provide a 30-day grace period for administrative service fees. During this grace period, no additional administrative fees beyond the aforementioned Section 1 Billings Schedule will accrue.

Upon the conclusion of the 30-day grace period, if additional time extensions are needed, the City agrees to compensate SCKEDD from non-grant-derived funds. The compensation will amount to **\$500 for each subsequent 30-day extension** period throughout the extended grant term to cover administrative services. This compensation will commence at the end of the 30-day grace period and will continue until completion of the extended grant period and associated closeout procedures.

The City commits to making these additional payments promptly, within 30 days of receipt. Failure to adhere to these payment timelines may lead to renegotiation or termination of this contract.

CONTRACT FOR ADMINISTRATIVE SERVICES  
CITY OF ARKANSAS CITY, KANSAS  
CDBG HOUSING REHABILITATION

Section V, Item 2.

4. During the course of, and for all activities relating to this contract, the City is to appoint an authorized grant liaison with whom SCKEDD is to work.

It is further agreed that at any time during the contract, should either party to this contract become dissatisfied with the provisions of the contract, or the execution of duties as set forth herein, they may request from, and will be granted by, the other party a renegotiation of terms. This request must take the form of a written notification detailing the reasons for complaint. If thirty (30) days after the receipt of the request for renegotiations, the renegotiations have not been resolved, this contract will be declared null and void from that date, subject to the payment of SCKEDD's expenses to date by the City. Additional terms and conditions are outlined in the attached Exhibit "C" and hereby incorporated into this contract and made a part hereof.

It is further agreed that in the event the grant is not forthcoming, SCKEDD will be paid by the City for its time and expenses up to the date the grant is canceled.

It is further agreed that no provision herein set forth shall be construed to mean that SCKEDD shall assume from the City any direct responsibility to the Kansas Department of Commerce as detailed in the City's Grant Agreement for the above-referenced grant, other than that of an agent of the City.

This contract will be in effect until grant closeout procedures, except the audit, have been completed.

SCKEDD and the City have agreed to the terms of this contract executed this \_\_\_\_ day of May, 2025, as evidenced by the following affixed signatures.

CITY OF XXXX, KANSAS

SOUTH CENTRAL KANSAS ECONOMIC  
DEVELOPMENT DISTRICT, INC.

\_\_\_\_\_  
Chad Beeson  
Mayor, City of Arkansas City

\_\_\_\_\_  
Bill Lampe  
Executive Director, SCKEDD

CONTRACT FOR ADMINISTRATIVE SERVICES  
CITY OF ARKANSAS CITY, KANSAS  
CDBG HOUSING REHABILITATION

Section V, Item 2.

EXHIBIT A  
ADMINISTRATIVE SERVICES

1. Update Procurement Procedures, as needed.
2. Assist the City in “Furthering Fair Housing” and “Civil Rights” compliance by arranging to publish the proper notices in the official newspaper for the City, or by performing specific activities, and documenting them.
3. Complete the notices and prepare the publications required to complete the Environmental Review process.
4. Prepare all newspaper advertisements that are needed to inform the public about the project and to solicit construction contractors. The City will pay for all newspaper advertisements.
5. Perform the required notification to Minority-Owned Business Enterprises and Women-Owned Business Enterprises.
6. Attend the meeting during which the construction bids are opened.
7. Verify the contractor's eligibility with KDOC.
8. Assist the City in setting up and maintaining the required records, including:
  - a. Prepare signature forms.
  - b. Establish accounting procedures and books.
  - c. Provide a ledger for the City to track expenses for the overall project.
  - d. Prepare every Request for Payment form (used to draw down grant funds).
  - e. Prepare each Estimated Cash Disbursement Report.
  - f. File all Quarterly Progress Reports.
  - g. Provide yearly Audit Information Form to City for completion.
9. These are the Labor Standards activities that will be handled by the administrator:
  - a. Conduct Pre-Construction Conference.
  - b. Prepare the Notice of Start of Construction.
10. Participate in on-site monitoring visits by KDOC staff.
11. Correct any monitor’s findings.
12. Close out the grant, through:
  - a. Preparation of all grant closeout documents.
  - b. Preparation for the Public Hearing for Citizen Participation.
13. Provide other assistance as needed to see that the grant complies with KDOC requirements.

SCKEDD understands that the above is not an all-inclusive list. SCKEDD assures that all items required by the Kansas Department of Commerce, to comply with their CDBG Program for grant administration services, will be provided and completed by SCKEDD to KDOC’s satisfaction.



CONTRACT FOR ADMINISTRATIVE SERVICES  
CITY OF ARKANSAS CITY, KANSAS  
CDBG HOUSING REHABILITATION

Section V, Item 2.

EXHIBIT B  
CDBG STATE AND FEDERAL REGULATIONS

SECTION 10, APPENDIX B

SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATIONS  
(Applicable to construction)

CDBG grantees must ensure all project activities will be administered in compliance with all civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations applicable to CDBG activities.

**Title VI of the Civil Rights Act of 1964** provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Section 109, Housing and Community Development (HCD) Act of 1974**, as amended, provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

**Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

**Age Discrimination Act of 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or subjected to discrimination under, and program or activity receiving federal financial assistance.

**Fair Housing Amendments of 1988** added handicapped (disabled) individuals and families with children to the list of protected status categories.

**Executive Order 11063**, as amended, directs all departments and agencies to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the federal government or provided with federal financial assistance and in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the federal government.

**Kansas Act Against Discrimination.** It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtor, financial institutions, or other persons covered by this Act to assure equal opportunities and encourage every citizen regardless of race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and

CONTRACT FOR ADMINISTRATIVE SERVICES  
CITY OF ARKANSAS CITY, KANSAS  
CDBG HOUSING REHABILITATION

Section V, Item 2.

hold – without discrimination, segregation, or separation – employment in any field of work or labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.

**Executive Order 11246**, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000. The following civil rights requirements also apply to CDBG grantee performance: grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or retirement advertising, layoff or termination, rates of pay, or other forms of compensation and selection or training and apprenticeship.

**Section 503 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination in contractor employment. All recipients of federal funds must certify to the following through all contracts issued:

**Affirmative Action for Handicapped Workers**

1. The contractor will not discriminate against any employee regarding any position for which the employee or applicant for employment is qualified. The contractor agrees to make affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the contractor's noncompliance with the requirements of this clause, action for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in the form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is



CONTRACT FOR ADMINISTRATIVE SERVICES  
CITY OF ARKANSAS CITY, KANSAS  
CDBG HOUSING REHABILITATION

Section V, Item 2.

bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**Section 912 of the Cranston-Gonzales National Affordable Housing Act**, as amended, Section 109 (a) of the HCD Act prohibits discrimination on the basis of religion.

CONTRACT FOR ADMINISTRATIVE SERVICES  
CITY OF ARKANSAS CITY, KANSAS  
CDBG HOUSING REHABILITATION

Section V, Item 2.

EXHIBIT C  
TERMS AND CONDITIONS

1. Termination of Contract for Cause: If, through any cause, SCKEDD shall fail to fulfill in a timely manner his/her obligations under this contract, or if SCKEDD shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to SCKEDD of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by SCKEDD under this Contract shall, at the option of the City, become its property and SCKEDD shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, SCKEDD shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by SCKEDD, and the City may withhold any payments to SCKEDD for the purpose of set-off until such time as the exact amount of damages due the City from SCKEDD is determined.

2. Termination for the Convenience of the City: The City may terminate this contract at any time by giving at least thirty (30) days' notice in writing to SCKEDD. If the Contract is terminated by the City as provided herein, SCKEDD will be paid for the time provided and expenses incurred up to the termination date. If this contract is terminated due to the fault of SCKEDD, Paragraph 1 hereof relative to termination shall apply.
3. Changes: The City may, from time to time, request changes in the scope of services of SCKEDD to be performed hereunder. Such changes, including any increase or decrease in the amount of SCKEDD's compensation, which are mutually agreed upon by and between the City and SCKEDD, shall be incorporated in written amendments to this Contract.
4. Personnel:
  - a. SCKEDD represents that he/she has, or will secure at his/her own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of, or have any contractual relationship with, the City.
  - b. All the services required hereunder will be performed by SCKEDD or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
  - c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

CONTRACT FOR ADMINISTRATIVE SERVICES  
CITY OF ARKANSAS CITY, KANSAS  
CDBG HOUSING REHABILITATION

Section V, Item 2.

5. Assignability: SCKEDD shall not assign any interest on this contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto; provided, however, that claims for money by SCKEDD from the City under this contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
6. Reports and Information: SCKEDD, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.
7. Records and Audits: SCKEDD shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for four years after the expiration of this contract unless permission to destroy them is granted by the City.
8. Findings Confidential: All of the reports, information, data, etc., prepared or assembled by SCKEDD under this contract are confidential and SCKEDD agrees that they shall not be made available to any individual or organization without prior written approval by the City.
9. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of SCKEDD.
10. Compliance with Local Laws: SCKEDD shall comply with all applicable laws, ordinances and codes of the state and local governments, and SCKEDD shall hold the City harmless with respect to any damages arising from tort done in performing any of the work embraced by this contract.
11. Equal Employment Opportunity: During the performance of this contract, SCKEDD agrees as follows:
  - a. SCKEDD will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. SCKEDD will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

CONTRACT FOR ADMINISTRATIVE SERVICES  
CITY OF ARKANSAS CITY, KANSAS  
CDBG HOUSING REHABILITATION

Section V, Item 2.

and selection for training, including apprenticeship. SCKEDD agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

- b. SCKEDD will, in all solicitation or advertisements for employees placed by or on behalf of SCKEDD, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
  - c. SCKEDD will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. SCKEDD will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
  - e. SCKEDD will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain with such rules, regulations and orders.
  - f. In the event of the SCKEDD's non-compliance with the non-compliance clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and SCKEDD may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
  - g. SCKEDD will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. SCKEDD will take such action with respect to any subcontract or purchase order as the City's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event SCKEDD becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Housing and Community Development, SCKEDD may request the United States to enter into such litigation to protect the interests of the United States.
12. Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin be excluded from participation in, be

CONTRACT FOR ADMINISTRATIVE SERVICES  
CITY OF ARKANSAS CITY, KANSAS  
CDBG HOUSING REHABILITATION

Section V, Item 2.

denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974:

- a. a. No person in the United States shall, on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. Interest of Members of a City: No member of the governing body of the City and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and SCKEDD shall take appropriate steps to assure compliance.

15. Interest of Other Local Public Officials: No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and SCKEDD shall take appropriate steps to assure compliance.

16. Interest of Consultant (SCKEDD) and Employees: SCKEDD covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder.

SCKEDD further covenants that in the performance of this contract, no person having any such interest shall be employed.

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES  
CITY OF ARKANSAS CITY  
2025 CDBG HOUSING REHABILITATION GRANT

Section V, Item 2.

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between The City of Arkansas City, Kansas, Party of the First Part, hereinafter referred to as “City” and the South Central Kansas Economic Development District, Inc. (SCKEDD) a non-profit Kansas corporation under the laws of the State of Kansas, Party of the Second Part, hereinafter called “SCKEDD”.

SCKEDD hereby agrees to provide Professional Housing Inspection/Risk Assessment services to the City under the City’s proposed 2025 Community Development Block Grant (CDBG) Application for Housing Rehabilitation and Reconstruction, to be funded by a grant from the Kansas Department of Commerce (KDOC) to the City. The services to be provided are outlined in the attached Exhibit “A” and hereby incorporated into this contract and made a part hereof. SCKEDD’s official agent for this contract is its Executive Director.

SCKEDD further agrees to the following:

1. SCKEDD will provide the City, the Kansas Department of Commerce, or the Comptroller General through any authorized representative, the access to, and the right to examine, SCKEDD’s records, books, papers, or documents related to the contract.
2. SCKEDD will provide safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves, or others, particularly those with whom they have family, business, or other ties.

SCKEDD further agrees to abide by the following State and Federal Regulations:

1. Title VI of the Civil Rights Act of 1964.
2. Title VIII of the Civil Rights Act of 1968, as amended by the Housing Act of 1974.
3. Section 109, Housing and Community Development (HCD) Act of 1974, as amended.
4. Section 3 of the Housing and Urban Development Act of 1968, as amended through 1994, and implemented by 24 CFR 135.
5. Section 503 of Rehabilitation Act of 1973, as amended.
6. Section 504 of the Rehabilitation Act of 1973, as amended.
7. Age Discrimination Act of 1975, as amended.
8. Executive Order 11063 (1962).
9. Executive Order 11246 (1965), as amended.
10. 24 CFR 85, as modified by CFR 570, Subpart J.
11. Title I of the Housing and Community Development Act of 1974, as amended.
12. Section 519, Public Law 101-144 (1990 HUD Appropriation Act).
13. Cranston-Gonzales National Affordable Housing Act (Sections 906 and 912).
14. Kansas Act Against Discrimination; and
15. Fair Housing Amendment Act of 1988.

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES  
CITY OF ARKANSAS CITY  
2025 CDBG HOUSING REHABILITATION GRANT

Section V, Item 2.

These items are described in more detail in Section 10, Appendix “B” of the Kansas Small Cities Community Development Block Grant Program Grantee Handbook. These pages are attached hereto as Exhibit “B” and hereby incorporated into this contract and made a part hereof.

The City agrees, as related to this contract, to assume the following duties and obligations:

1. To pay SCKEDD according to the following fee schedule for services:

A. Housing Quality Standards Inspections, per dwelling..... \$800.00  
(This price includes all written reports, cost estimates, initial inspections, and final inspections per rehabilitated house.)

B. Lead-Based Paint Risk Assessments, per dwelling..... \$1,000.00  
(This price includes all written reports per rehabilitated house, as well as any charges for scientific analysis.)

C. Lead-Based Paint Clearance, per dwelling..... \$300.00  
(This price includes all written reports per rehabilitated house, as well as any charges for scientific analysis.)

D. Demolition inspection, per dwelling (if required) ..... \$500.00  
(This price includes all written reports, cost estimates, and initial asbestos inspections, per dwelling unit to be demolished.)

Unit prices (if needed)

- |   |          |
|---|----------|
| 1. Additional site visits, per visit:             | \$100.00 |
| 2. Additional paint, soil, dust or water samples: | \$300.00 |
| 3. Additional XRF paint testing, per structure:   | \$150.00 |

2. During the course of, and for all activities relating to this contract, to appoint an authorized grant liaison with whom SCKEDD is to work.

It is further agreed that at any time during the contract, should either party to this contract become dissatisfied with the provisions of the contract, or the execution of duties as set forth herein, they may request from, and will be granted by, the other party a renegotiation of terms. This request must take the form of a written notification detailing the reasons for complaint. If thirty (30) days after the receipt of the request for renegotiations, the renegotiations have not been resolved, this contract will be declared null and void from that date, subject to the payment of SCKEDD's expenses to date by the City.

It is further agreed that in the event the grant is not forthcoming, SCKEDD will be paid by the Kansas Department of Commerce for its time and expenses up to the date the grant is canceled.

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES  
CITY OF ARKANSAS CITY  
2025 CDBG HOUSING REHABILITATION GRANT

Section V, Item 2.

It is further agreed that no provision herein set forth shall be construed to mean that SCKEDD shall assume from the City any direct responsibility to the Kansas Department of Commerce as detailed in the City's Grant Agreement for the above-referenced grant, other than that of an agent of the City.

This contract will be in effect until grant closeout procedures, except the audit, have been completed.

SCKEDD and the City have agreed to the terms of this contract executed this \_\_\_\_ day of \_\_\_\_\_, 2025, as evidenced by the following affixed signatures.

CITY OF ARKANSAS CITY, KANSAS

SOUTH CENTRAL KANSAS ECONOMIC  
DEVELOPMENT DISTRICT, INC.

\_\_\_\_\_  
Chad Beeson  
Mayor, City of Arkansas City

\_\_\_\_\_  
Bill Lampe  
Executive Director, SCKEDD



CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES  
CITY OF ARKANSAS CITY  
2025 CDBG HOUSING REHABILITATION GRANT

Section V, Item 2.

EXHIBIT A  
HOUSING INSPECTION AND RISK ASSESSMENT SERVICES

**SCOPE OF HOUSING INSPECTOR/RISK ASSESSOR REPONSIBILITIES FOR  
CDBG HOUSING REHABILITATION AND RECONSTRUCTION GRANT  
CITY OF ARKANSAS CITY**

1. Conduct initial inspections of each unit using the HUD Section 8 form, the Housing Quality Standards, and the local building code.
2. Provide a written Lead Paint Risk Assessment in conformance with HUD and the KDHE standards.
3. Prepare a line-item bid sheet for each unit that will be rehabilitated with detailed specifications for all needed repairs. This written report will include a sub-section that will list all interim control measures needed to comply with all regulations governing lead-based paint interim controls and paint stabilization.
4. Work with the Project Administrator to schedule a walk through/bid tour for all interested contractors.
5. Work closely with the Project Administrator and the City of Arkansas City to assure a smooth bid process and to evaluate all the bids received.
6. Perform regular interim inspections of all work sites.
7. Prepare written change orders when needed during the construction phase.
8. Conduct Final Inspections of each unit to assure compliance with all work specifications and the corresponding requirements of each agency. The property owner will be encouraged to participate in each Final Inspection. In the event that any work has to be corrected, or changed, another Final Inspection visit will take place.
9. Clearance testing of each unit will be performed in conjunction with the Final Inspection. In the event that any work has to be corrected, or changed, another clearance test will be performed.

SCKEDD understands that the above is not an all-inclusive list. SCKEDD assures that all items required by the Kansas Department of Commerce, to comply with their CDBG Program for housing inspection/risk assessor services will be provided and completed by SCKEDD to KDOC's satisfaction.

EXHIBIT B  
CDBG STATE AND FEDERAL REGULATIONS

SECTION 10, APPENDIX B

SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATIONS  
(Applicable to construction)

CDBG grantees must ensure all project activities will be administered in compliance with all civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations applicable to CDBG activities.

**Title VI of the Civil Rights Act of 1964** provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Title VIII of Civil Rights Act of 1968 (Fair Housing Act)**, as amended, prohibits discrimination in the sale, rental and financing of dwellings based on race color, religion, sex or national origin. Title VIII was amended in 1988 (effective March 12, 1989) by the Fair Housing Amendment Act, which: expanded the coverage of the Fair Housing Act to prohibit discrimination based on disability or on familial status (presence of child under age of 18, and pregnant women); established new administrative enforcement mechanisms with HUD attorneys bringing actions before administrative law judges on behalf of victims of housing discrimination; and revised and expanded Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts.

**Section 109, Housing and Community Development (HCD) Act of 1974**, as amended, provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

**Section 504 of the Rehabilitation Act of 1973**, as amended provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

**Age Discrimination Act of 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or subjected to discrimination under, and program or activity receiving federal financial assistance.

**Executive Order 11063**, as amended, directs all departments and agencies to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the federal government or provided with federal financial assistance and in the lending practices with respect to residential property and related facilities (including land to be

developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the federal government.

**Kansas Act Against Discrimination.** It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtor, financial institutions, or other persons covered by this Act to assure equal opportunities and encourage every citizen regardless of race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and hold – without discrimination, segregation, or separation – employment in any field of work or labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.

**Section 3 of the Housing and Urban Development Act of 1968**, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower income residents of the unit of local government or the metropolitan area (or non-metropolitan City) in which the project is located, contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan City) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.

**Executive Order 11246**, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000. The following civil rights requirements also apply to CDBG grantee performance: grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or retirement advertising, layoff or termination, rates of pay, or other forms of compensation and selection or training and apprenticeship.

**Section 503 of the Rehabilitation Act of 1973**, as amended, provides for the nondiscrimination in contractor employment. All recipients of federal funds must certify to the following through all contracts issued:

#### Affirmative Action for Handicapped Workers

1. The contractor will not discriminate against any employee in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to make affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES  
CITY OF ARKANSAS CITY  
2025 CDBG HOUSING REHABILITATION GRANT

Section V, Item 2.

handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.

2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the contractor's noncompliance with the requirements of this clause, action for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in the form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**Section 912 of the Cranston-Gonzales National Affordable Housing Act**, as amended, Section 109 (a) of the HCD Act prohibits discrimination on the basis of religion.



CITY OF ARKANSAS CITY, KANSAS  
FINANCIAL SUMMARY  
Year-To-Date April 30, 2025

Fund	Cash Summary						Budget Summary			
	1/1/2025 Beginning Cash Balance	Prior Year Encumbrances/ Adjusting Entries	Receipts	Disbursements	Change in Assets/Liabilities	04/30/2025 Ending Cash Balance	Budget	Encumbrances	Budget Variance Favorable (Unfavorable)	% Remaining (67%)
01 - GENERAL FUND	\$ 3,753,926.91	\$ 209,822.76	\$ 5,120,358.00	\$ 3,564,795.88	\$ (343,574.41)	\$ 4,756,091.86	\$ 15,285,704	\$ 60,548.70	\$ 11,660,359	76.28%
15 - STORMWATER FUND	\$ 680,531.55	\$ -	\$ 166,688.02	\$ 115,069.14	\$ (39,103.66)	\$ 693,046.77	\$ 611,552	\$ -	\$ 496,483	81.18%
16 - WATER FUND	\$ 3,626,901.21	\$ 1,028,177.25	\$ 2,484,481.96	\$ 1,620,478.49	\$ (933,003.10)	\$ 2,529,724.33	\$ 10,918,777	\$ 516,208.51	\$ 8,782,090	80.43%
18 - SEWER FUND	\$ 5,627,056.05	\$ 19,410.00	\$ 1,290,337.28	\$ 646,605.86	\$ (290,205.20)	\$ 5,961,172.27	\$ 3,163,565	\$ 1,092,059.52	\$ 1,424,900	45.04%
19 - SANITATION FUND	\$ 1,808,624.41	\$ -	\$ 846,240.28	\$ 450,697.16	\$ (192,371.45)	\$ 2,011,796.08	\$ 2,001,069	\$ 14,052.10	\$ 1,536,320	76.77%
20 - SPECIAL RECREATION FUND	\$ 57,335.30	\$ 7,134.14	\$ 4,822.71	\$ 10,015.86	\$ -	\$ 45,008.01	\$ 81,090	\$ 13,890.00	\$ 57,184	70.52%
21 - SPECIAL STREET FUND	\$ 1,025,296.21	\$ -	\$ 163,746.88	\$ 109,505.66	\$ 2,025.36	\$ 1,081,562.79	\$ 2,190,482	\$ 100,401.90	\$ 1,980,574	90.42%
23 - TOURISM/CONVENTION FUND	\$ 143,883.82	\$ -	\$ 71,176.24	\$ 25,920.00	\$ -	\$ 189,140.06	\$ 344,708	\$ 37,325	\$ 281,463	81.65%
26 - SPECIAL ALCOHOL FUND	\$ 81,476.64	\$ -	\$ 4,822.71	\$ 2,962.67	\$ (1,767.34)	\$ 81,569.34	\$ 87,608	\$ -	\$ 84,645	96.62%
27 - PUBLIC LIBRARY FUND	\$ -	\$ -	\$ 257,245.52	\$ 257,245.52	\$ -	\$ -	\$ 482,760	\$ -	\$ 225,514	46.71%
29 - SPECIAL LAW ENF TRUST FUND	\$ 2,848.48	\$ -	\$ -	\$ -	\$ -	\$ 2,848.48	Not a Budgeted Fund	\$ -		
31 - LAND BANK FUND	\$ 17,989.63	\$ -	\$ 2,000.00	\$ 2,316.54	\$ -	\$ 17,673.09	\$ 21,489	\$ -	\$ 19,172	89.22%
32 - MUNICIPALITIES FIGHT ADDICTION FUND	\$ 72,314.02	\$ -	\$ 1,754.32	\$ -	\$ -	\$ 74,068.34	\$ 70,415	\$ -	\$ 70,415	100.00%
43 - BOND & INTEREST FUND	\$ 140,415.03	\$ -	\$ 1,818,648.73	\$ 845,152.50	\$ -	\$ 1,113,911.26	\$ 2,556,325	\$ -	\$ 1,711,173	66.94%
44 - HEALTHCARE SALES TAX FUND	\$ -	\$ -	\$ 783,879.61	\$ 783,879.61	\$ -	\$ -	\$ 2,600,000	\$ -	\$ 1,816,120	69.85%
45 - UNPLEDGED HEALTHCARE SALES TAX FUND	\$ 130,211.68	\$ -	\$ 35,353.58	\$ 28,685.64	\$ -	\$ 136,879.62	\$ 250,003	\$ -	\$ 221,317	88.53%
53 - MUNICIPAL COURT FUND	\$ 11,206.93	\$ 13,979.42	\$ 2,772.49	\$ -	\$ 12,213.87	\$ 12,213.87	Not a Budgeted Fund	\$ -		
54 - EQUIPMENT RESERVE FUND	\$ 184,746.02	\$ -	\$ -	\$ -	\$ -	\$ 184,746.02	Not a Budgeted Fund	\$ -		
57 - CID SALES TAX FUND	\$ 6,063.59	\$ -	\$ 24,071.83	\$ 24,071.83	\$ (1,103.39)	\$ 4,960.20	\$ 85,000	\$ -	\$ 60,928	71.68%
68 - CAPITAL IMPROVEMENT FUND	\$ 1,263,551.44	\$ -	\$ 20,013.56	\$ 7,060.00	\$ (14,000.00)	\$ 1,262,505.00	Not a Budgeted Fund	\$ -		
TOTALS	\$ 18,634,378.92	\$ 1,278,523.57	\$ 13,098,413.72	\$ 8,494,462.36	\$ (1,800,889.32)	\$ 20,158,917.39	\$ 40,750,547.00			

INDEBTEDNESS:		
2019 PBC	\$	10,640,000
GO 2020 REFUNDING & IMPROVEMENT BOND	\$	14,675,000
GO 2022 TAXABLE STROTHER FIELD	\$	4,050,000
GO 2023 TAXABLE LAND PURCHASE	\$	515,000
2023 WWTP SRF LOAN	\$	8,657,701
2024 STROTHER FIELD SRF LOAN (1st PMT 2/1/2027)	\$	421,887
2019 FERRARA PUMPER TRUCK LEASE	\$	238,514
2024 BACKHOE	\$	114,630
2025 PIPE FUSION MACHINE	\$	105,060
2025 SKID STEER	\$	59,478
TOTAL	\$	39,477,269

Note: Information is Unaudited