



City of Arkansas City

CITY COMMISSION MEETING AGENDA

Tuesday, December 06, 2022 at 5:30 PM — 118 W Central Ave, Arkansas City, KS

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/784139853>

United States: +1 (224) 501-3412
- One-touch: tel:+12245013412,,784139853#
Access Code: 784-139-853

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. Staff Recognitions

1. Recognize Arkansas City Police Department's Jeremy Sampson for being promoted to the rank of Sergeant and Michael Yzquierdo for being promoted to the rank of Master Police Officer.

III. Consent Agenda (Voice Vote)

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

1. Consent Agenda Item: Approve the November 15, 2022, regular meeting minutes as written.
2. Ratify Mayor Canyon Gingham's appointment of Spencer Warren to the Building Trades Board.
3. A Resolution authorizing a public meeting of the Governing Body to attend a Land Bank Board of Trustees meeting at 5:00 p.m. Tuesday, December 20, 2022 in the Commission Room at City Hall, located at 118 W. Central Avenue in Arkansas City.
4. A Resolution authorizing the City to execute a GAAP waiver for the 2023 fiscal year.

IV. Old Business

1. A Resolution authorizing the City of Arkansas City to execute a renewed professional services agreement with Larry R. Schwartz as City Attorney. **(Voice Vote)**

V. New Business

City Manager Department

1. A Resolution approving the notice of budget hearing for publication and setting the date for a public hearing at 5:30 p.m. on December 20, 2022 to amend the 2022 budget for the City of Arkansas City. **(Voice Vote)**
2. A Resolution adopting by reference the City's 2022/2023 Comprehensive Fee Schedule and repealing Resolution No. 2022-07-3489. **(Voice Vote)**
3. A Resolution authorizing the City of Arkansas City to extend the Interlocal Cooperation Agreement for the Provision of Countywide Economic Development Services for an additional one-year period and amend to include the County Administrator as a member of the Coordinating Council and Economic Development Advisory Committee. **(Voice Vote)**

- [4.](#) A Resolution authorizing the City of Arkansas City to renew the contract agreement with Retail Attractions, LLC for Economic Development Consulting Services, for an amount not to exceed \$48,000. **(Voice Vote)**
- [5.](#) A Resolution authorizing the City of Arkansas City to accept a bid and approve the contract submitted by _____, to reconstruct the alley from 5th Ave to Adams Ave, for an amount not to exceed _____. **(Voice Vote)**
6. City Manager Frazer reminders and updates.

Environmental Services Department

- [1.](#) A Resolution approving a contract with Professional Engineering Consultants (PEC), Wichita, KS, for permitting, design, bidding assistance and construction administration for Well 16, for an amount not to exceed \$64,500.00 **(Voice Vote)**
- [2.](#) A Resolution authorizing the City of Arkansas City to accept a proposal submitted by Layne Christensen Company, Kansas City, KS, to drill an offset to Well 4, for an amount not to exceed \$221,055.00 **(Voice Vote)**

Police Department

- [1.](#) A Resolution accepting a quote and entering into a contract with Axon Enterprises, Inc. for department-wide Taser 7 platform to replace current, end of life Tasers X26P, for an amount not to exceed \$94,510.80. **(Voice Vote)**

VI. Items for Discussion by City Commissioners

VII. 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 three (3) minutes.

VIII. Reports - For Information Only

- [1.](#) City ISO Rating Reports
- [2.](#) Unincorporated Areas ISO Rating Reports

IX. Adjournment



City Commission Agenda Item

Meeting Date: December 6, 2022

From: Lesley Shook, City Clerk

Item: Approve November 15, 2022 Regular Meeting Minutes

Purpose: Consent Agenda Item: Approve the November 15, 2022, regular meeting minutes as written.

Background:

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

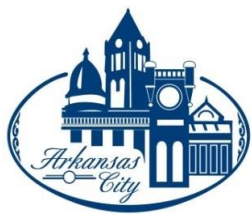
Commission Options:

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

Approved for Agenda by:

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

Randy Frazer, City Manager



City of Arkansas City

CITY COMMISSION MEETING MINUTES

Tuesday, November 15, 2022 at 5:30 PM – 118 W Central Ave, Arkansas City, KS

Routine Business

1. Roll Call

PRESENT

Commissioner Charles Jennings
Commissioner Diana Spielman
Commissioner Jay Warren
Mayor Kanyon Ginger

ABSENT

Commissioner Scott Rogers

Also present: City Manager Randy Frazer, City Attorney Larry Schwartz, Police Chief Eric Burr, Fire Chief Chris Ledeker, City Clerk Lesley Shook, Deputy City Clerk Tiffany Parsons, Public Services Superintendent Tony Tapia, Communications Director Shana Adkisson, Human Resources Director Marla McFarland, Building Official Mike Bellis.

2. The Opening Prayer was led by Commissioner Jennings and the Pledge of Allegiance was led by Jensen Yzquierdo.

3. Additions or Deletions

- Commissioner Spielman requested to add an *executive session to discuss staff pursuant to K.S.A. 75-4319(b)(1) personnel matters of nonelected personnel to include the fire chief, EMS director, and lawyer.*

Motion made by Commissioner Spielman, Seconded by Commissioner Warren to amend the agenda.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Ginger. Mayor Ginger declared the motion approved.

4. Approval of the Agenda

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

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Ginger. Mayor Ginger declared the motion approved.

Awards and Proclamations

1. The Lifesaving award was presented to Mike Yzquierdo, Cori Tuxhorn and Travis Stroud from Arkansas City Police Department and Dan Dedrick, Lt. Joshua Bowker, Will Hankins AEMT from the Arkansas City Fire Department.

Consent Agenda

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

Motion made by Commissioner Warren, Seconded by Commissioner Jennings to approve the consent agenda.

1. Approve the November 1 2022, regular meeting minutes as written.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved.

New Business

Ordinances for Consideration

1. City Clerk Shook presented for consideration first reading of an Ordinance adopting the budgeted pay plan to become effective November 19, 2022. Human Resources Director McFarland discussed the changes which consist of creating a Firefighter/Paramedic Part Time position and Removing Paramedic Full Time position.

Motion made by Commissioner Warren, Seconded by Commissioner Spielman to approve the Ordinance adopting the budgeted pay plan to become effective November 19, 2022.

*Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved and given **Ordinance No. 2022-11-4568**.*

Resolutions for Consideration

1. City Clerk Shook presented for consideration a Resolution authorizing the City of Arkansas City to execute a renewed professional services agreement with Larry R. Schwartz as city attorney. City Manager Frazer stated the terms of the contract are the same terms as in past but with of \$70.00 per month addition. The contract will be effective January 1, 2023.

Motion made by Commissioner Spielman, Seconded by Commissioner Warren to table until the next commission meeting.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved.

2. City Clerk Shook presented for consideration a Resolution authorizing the City of Arkansas City to enter into a Memorandum of Understanding (MOU) with Kaw Nation, to provide mutual aid to each other in an event of an emergency within each other's range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available. Fire Chief Ledeker stated Kaw Nation reached out to the city to participate. He noted it's always good to have resources close by that are available to help in an emergency situation.

Motion made by Commissioner Spielman, Seconded by Commissioner Warren to approve the Resolution authorizing the City of Arkansas City to enter into a Memorandum of Understanding (MOU) with Kaw Nation, to provide mutual aid to each other in an event of an emergency within each other's range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available.

*Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved and given **Resolution No. 2022-11-3510.***

Other Items for Consideration

1. City Clerk Shook presented for approval the Employee dental insurance for 2023 plan year. Human Resources Director McFarland stated the dental plan is self-funded and will only increase .10 cents per member.

Motion made by Commissioner Warren, Seconded by Commissioner Rogers to approve the Employee dental Insurance for 2023 plan year.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved.

3. City Clerk Shook presented for approval the Employee health insurance for 2023 plan year. Human Resources Director McFarland stated 5% was budgeted for health insurance for 2023, but renewals came in at a rate of 3.5%. She noted there will be no increases to the employees for 2023.

Motion made by Commissioner Spielman, Seconded by Commissioner Rogers to approve the Employee health Insurance for 2023.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved.

Staff Report Presentations

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

- Traffic study at schools by KDOT quality control. It is still in progress with no completion date as of yet.
- Downtown alley project, bids will be open on December 1st
- The travel center moving forward with the site grading to start soon
- Madison Ave CCLIP, Summit to 8th will receive bids on December 8th
- 15th street bridge, still waiting on materials
- WWTP still moving forward, new digester lid installed, Joint Venture will be here in January to give commission update
- SCKEDD is currently looking for property to include in their housing resurgence program
- City Employee Christmas party is December 2nd at 6:00 p.m.

Department Reports

Building Official Bellis updated the commission on the status of the property located at 822 S. 1st street. He stated the homeowner has fulfilled a majority of items on the governing body required list with the remainder of the house wrap that will be done tonight. Consensus of the governing body to allow an additional 14 day extension to complete the project.

Executive Session

Motion made by Commissioner Spielman, Seconded by Commissioner Warren for the governing body to recess into executive session to discuss staff pursuant to K.S.A. 75-4319(b)(1) personnel matters of nonelected personnel

including the fire chief, EMS director, lawyer (later clarified as City Attorney) ,and commissioners, for a minimum of 30 minutes until 6:54 p.m. Commissioner Jennings asked if any action would be taken after executive session, Mayor Gingher replied no, there will be no action.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved.

The Governing Body returned to the commission chambers at 6:54 p.m.

Motion made by Commissioner Spielman, Seconded by Commissioner Jennings to extend executive session to 7:14 p.m.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved.

The Governing Body returned to the commission chambers at 7:14 p.m.

Motion made by Commissioner Spielman, Seconded by Commissioner Warren to extend the executive session for 10 minutes until 7:25 p.m.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved.

The Governing Body returned to the commission chambers at 7:25 p.m.

Adjournment

Motion made by Commissioner Warren, Seconded by Commissioner Rogers to adjourn the meeting.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the meeting adjourned.

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

Kanyon Gingher, Mayor

ATTEST:

Lesley Shook, City Clerk

Prepared by:

Lesley Shook, City Clerk

City Volunteer Form for Boards, Commissions and Committees

Name: Spencer Warren
 Phone: [REDACTED]
 Alternate Phone: [REDACTED]
 Email: [REDACTED]

Home Address: [REDACTED]
 Employment: [REDACTED]
 Job Title: HVAC Tech
 Years Lived in Arkansas City: 4

Community and Professional Activities/Associations/Honors/Organizations:

Served in the United States Air Force for 7 years and
my job was HVAC.

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

None

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

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

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

Please indicate why you are interested in serving and what skills you might contribute: Licensed
Journeyman in HVAC in Kansas and Oklahoma and
have military training in HVAC.

Signature: [Signature]

Date: 11/22/2022

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

Mail or Deliver to:  
 Lesley Shook, City Clerk OR Tiffany Parsons, Deputy City Clerk  
 City of Arkansas City  
 118 W. Central Ave.  
 Arkansas City, KS 67005

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





# City Commission Agenda Item

**Meeting Date:** December 6, 2022  
**From:** Lesley Shook, City Clerk  
**Item:** Scheduling a Land Bank Board of Trustees Meeting

**Purpose:** Consent Agenda Item: A Resolution authorizing a public meeting of the Governing Body to attend a Land Bank Board of Trustees meeting at 5:00 p.m. Tuesday, December 20, 2022 in the Commission Room at City Hall, located at 118 W. Central Avenue in Arkansas City.

**Background:**

All five (5) members of the Governing Body of the City of Arkansas City, Kansas, also serve as members of the City's Land Bank Board of Trustees. In order to comply with the Kansas Open Meetings Act, the Governing Body of the City of Arkansas City, Kansas, must designate this upcoming Land Bank Board of Trustees meeting as a public meeting of the Governing Body.

At this meeting the board will consider a transfer of property at 1438 N Summit Street out of the City's Land Bank.

**Commission Options:**

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

**Fiscal Impact:**

Amount:

Fund: Department: Expense Code:

☐ Included in budget ☐ Grant ☐ Bonds ☐ Other (explain)

**Approved for Agenda by:**

Randy Frazer, City Manager

**A RESOLUTION AUTHORIZING A PUBLIC MEETING OF THE GOVERNING BODY TO ATTEND A LAND BANK BOARD OF TRUSTEES MEETING AT 5:00 P.M. TUESDAY, DECEMBER 20, 2022, IN THE COMMISSION ROOM AT CITY HALL, 118 W. CENTRAL AVE.**

**WHEREAS**, all five (5) members of the Governing Body of the City of Arkansas City, Kansas, also serve as members of the City's Land Bank Board of Trustees; and

**WHEREAS**, in order to comply with the Kansas Open Meetings Act, the Governing Body of the City of Arkansas City, Kansas, must designate this upcoming Land Bank Board of Trustees meeting as a public meeting of the Governing Body.

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby establishes that it shall hold a public meeting at 5 p.m. on Tuesday, December 20, 2022, in the Commission Room at City Hall, 118 W. Central Ave., Arkansas City, Kansas, to attend a Land Bank Board of Trustees meeting.

**SECTION TWO:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes City staff of the City of Arkansas City, Kansas, to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment, and also to notify all persons requesting notice of such public meetings under the Kansas Open Meetings Act and K.A.R. 16-20-1.

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 6<sup>th</sup> day of December, 2022.

(Seal)

\_\_\_\_\_  
Kanyon Ginger, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

#### **CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-12-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on December 6, 2022, as the same appears of record in my office.

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

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



# City Commission Agenda Item

**Meeting Date:** December 6, 2022  
**From:** Jennifer Waggoner, Finance Director/Treasurer  
**Item:** 2023 GAAP Waiver

**Purpose:** Consent Agenda Item: A Resolution authorizing the City to execute a GAAP waiver for the 2023 fiscal year.

**Background:**

This legislation authorizes the City to waive financial reporting requirements under GAAP. Kansas State Legislature passed a law requiring all municipalities in Kansas to meet the requirements of Generally Accepted Accounting Principles (GAAP), which included the requirements of fixed assets accounting. Many units of local government protested as the requirements are time consuming and costly for the benefit provided. In light of this, staff recommends the City waive the GAAP. Additionally, this will allow for cash basis statements that relate better to the state budget documents. As required by K.S.A. 75-1120a(c)(1) the Kansas Director of Accounts and Reports automatically grants a GAAP waiver for the year the annual resolution stipulates, provided that the resolution contains wording substantially similar to that provided in K.S.A. 75-1120a(c)(1).

The City has received a GAAP Waiver for each year since 2011.

**Commission Options:**

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

**Fiscal Impact:**

Amount:

Fund: Department: Expense Code:

☐ Included in budget ☐ Grant ☐ Bonds ☐ Other (explain)

**Approved for Agenda by:**

Randy Frazer, City Manager

**A RESOLUTION AUTHORIZING A GAAP WAIVER TO BE IN EFFECT FOR FISCAL YEAR 2023 BY THE CITY OF ARKANSAS CITY, KANSAS.**

**WHEREAS**, The City of Arkansas City, Kansas, has determined that the financial statements and financial reports for year ended December 31, 2023 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Governing Body or the members of the general public of the City of Arkansas City; and

**WHEREAS** there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) for the year ended December 31, 2023.

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

**SECTION ONE:** That the Governing Body of the City of Arkansas City, Kansas, in a regular meeting duly assembled this 6<sup>th</sup> day of December, 2022, that the Governing Body waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Arkansas City, Kansas for the year ended December 31, 2023.

**SECTION TWO:** That the Governing Body shall cause the financial statements and financial reports of the City of Arkansas City, Kansas to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas, Kansas this 6th day of December, 2022.

(Seal)

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

ATTEST:

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

APPROVED AS TO FORM

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

**CERTIFICATE**

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-12-\_\_\_\_\_ of the City of Arkansas City, Kansas adopted by the governing body on December 6, 2022 as the same appears of record in my office.

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

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





# City Commission Agenda Item

**Meeting Date:** December 6, 2022  
**From:** Randy Frazer, City Manager  
**Item:** Renewed City Attorney Professional Services Agreement

**Purpose:** A Resolution authorizing the City of Arkansas City to execute a renewed professional services agreement with Larry R. Schwartz as city attorney. **(Voice Vote)**

**Background:**

Larry has done a good job of providing quality and responsive legal services and the current agreement seems to be working well for all parties. The only change in the agreement is to increase the monthly compensation \$70.00 per month. With this change the city will pay the city attorney \$3,570.00 per month to perform up to 30 hours of civil legal services per month, all other terms remain the same.

**Commission Options:**

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

**Fiscal Impact:**

Amount: \$3,570.00 per month

Fund: **01-General** Department: **205-Legal** Expense Code: **6210-Legal Services**

☒ Included in budget ☐ Grant ☐ Bonds ☐ Other (explain)

**Attachments:**

**Approved for Agenda by:**

Randy Frazer, City Manager

**RESOLUTION NO. 2022-12-****A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO EXECUTE A RENEWED PROFESSIONAL SERVICES AGREEMENT WITH LARRY R. SCHWARTZ AS CITY ATTORNEY.**

**WHEREAS**, Larry R. Schwartz was appointed on September 10, 2019 as interim City Attorney to fill the vacant position created when the previous city attorney resigned, and the current contract for same expires on December 31, 2022; and

**WHEREAS**, in holding the position since 2019, Mr. Schwartz has properly and efficiently provided the City with legal counsel; and

**WHEREAS**, the City of Arkansas City desires to continue to retain Mr. Schwartz for the services pursuant to a renewed Professional Services Agreement.

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

**SECTION ONE:** That the Governing Body of the City of Arkansas City hereby authorizes the City Manager to execute a Professional Services Agreement with Larry R. Schwartz as City Attorney. Such Agreement is attached hereto and incorporated by reference as if fully set forth herein.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 6<sup>th</sup> day of December, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-12 \_\_\_\_ of the City of Arkansas City, Kansas adopted by the governing body on December 6, 2022 as the same appears of record in my office.

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

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

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of November 2022, by and between:

**THE CITY OF ARKANSAS CITY, KANSAS**

a Municipal Corporation,  
herein referred to as “City”, and

**Larry R. Schwartz**

herein referred to as “City Attorney”.

**PURPOSE:** The purpose of this Agreement is to set out the terms and conditions by which the City Attorney shall perform such duties as may be required for the smooth and efficient functioning of the Arkansas City Municipal operations, and to provide a basis for compensation for such services.

**NOW, THEREFORE, THE CITY AND CITY ATTORNEY AGREE AS FOLLOWS:**

**1. Appointment.** The City does hereby appoint Larry R. Schwartz as City Attorney for the City of Arkansas City, Kansas, on the date first above written. As such, he shall have full authority and responsibility to act on the City’s behalf as required or provided in the City Code, State Statute, or applicable law, or as hereinafter provided.

**2. Duties and Responsibilities.** The City delegates to the City Attorney the duties set out in Kansas statute, Municipal Code, and other duties as may be necessary. With written permission of the City Manager, City Attorney may refer matters to outside counsel for consultation, such as if City Attorney has a conflict in a case, or if the matter requires special knowledge or expertise outside of City Attorney’s experience. In such a case, City shall be responsible for negotiating payment terms and conditions.

**3. Facilities, Staffing.** The City Attorney will provide the necessary equipment, and/or reference materials, essential to the operations during all municipal meetings and municipal court, starting as set forth below.

**4. Compensation.** For the purposes of compensation, the City Attorney shall be considered an independent contractor of whom less than 1,000 hours per year is required. In exchange for the services to be provided, the City Attorney shall be compensated as follows:

- a. The City shall pay City Attorney \$3,570 to perform civil legal services, up to 30 hours per month, which shall include providing general legal opinions and general counsel to the City Commission, City Manager, City Staff, Advisory Boards, and Strother Field Commission; attend Commission meetings, meetings of advisory boards, Strother Field Commission, or other meetings,

when so directed. The City Manager has discretion to direct the City Attorney to attend only specific meetings of the Commission and City staff when legal services and opinions are required.

- b. The City Attorney shall also draft legislation for consideration by the City Commission as requested by the majority of the City Commission, City Manager or City Clerk; and to perform other legal duties and assignments as requested or authorized by the City Manager and/or majority of the City Commission, including, but not limited to, review and analysis of case law and statutes; drafting legal memoranda, contracts, and correspondence; telephone conferences and office conferences on city-related matters; and other tasks completed on behalf of the City. City Attorney shall be required to submit itemized invoices detailing the work performed for civil matters. Any hours above 30 per month must be approved in advance by the City Manager and shall be paid at the rate of \$135 per hour, billed in 1/10 hour increments.
- c. Compensation listed above shall be increased annually in an amount equal to a minimum of the budgeted Cost of Living Adjustment for all City employees, if any. The City Manager may award, in his or her sole discretion, an additional merit increase as budgeted by the City Commission, based on performance.
- d. The parties hereto specifically acknowledge that this is a Professional Services Agreement and the relationship is that of an independent contractor and not an employee of the City of Arkansas City.
- e. Upon approval by the City Manager, the City Attorney may attend state and/or national seminars pertaining to Municipal law which are beneficial to the City. The City shall pay expenses incurred in attending such seminars in accordance with standard City policy and appropriations.
- f. The City shall pay required dues to appropriate state and/or national associations for the City Attorney, including but not limited to the City Attorney Association of Kansas and the International Municipal Lawyers Association.

**6. Term and Termination.** This Agreement shall be for a term of one (1) year, from and after the date of execution of this agreement. Either party hereto may terminate this Agreement upon 90 days written notice to the other party. Unless either party notifies the other party in writing a minimum of 90 days prior to January 1 of any year, this term shall automatically extend for 12 months on January 1 of each year, starting January 1, 2023.

**7. Sole Agreement, Severable Provisions.** This Agreement shall constitute the entire Agreement between the City and the Attorney. If any provision or any portion hereof shall be held to be unconstitutional, invalid, or unenforceable by a Court of competent jurisdiction, it shall be severed from this Agreement and the remainder of the Agreement shall remain intact

and in force. This Agreement shall be interpreted and governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures and bound themselves, their heirs, successors and assigns to the faithful performances of the covenants hereinabove written effective on the date first above written.

November\_\_\_\_, 2022, to be effective on the date set forth above.

**THE CITY OF ARKANSAS CITY, KANSAS**

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

**CITY ATTORNEY**

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



# City Commission Agenda Item

**Meeting Date:** December 6, 2022  
**From:** Jennifer Waggoner, Finance Director/Treasurer  
**Item:** Set Public Hearing for 2022 Budget Amendment

**Purpose:** A Resolution approving the notice of budget hearing for publication and setting the date for a public hearing at 5:30 p.m. on December 20, 2022 to amend the 2022 budget for the City of Arkansas City. **(Voice Vote)**

**Background:**

Kansas State Statutes allow the governing body to increase the originally adopted budget for previously unbudgeted increases in revenue other than ad valorem property taxes. To do this, the governing body must set a public hearing, and publish the notice in the City's official newspaper. The Notice of Hearing for Amending the 2021 Budget must be published at least 10 days before a formal budget hearing is held to hear the public comments on the proposed changes before its adoption.

**Water Fund:** The water fund experienced unprecedented inflation on chemicals, fuel and repair accessories. Several unbudgeted expenditures including a field survey on East Kansas Avenue, a Water Master Plan, motor rebuilds on RO motors and equipment repairs also contributed to the need for a budget amendment.

**Sanitation Fund:** The Sanitation Fund is being amended to accommodate a mid-year salary adjustment approved by the commission, as well as increasing fuel costs.

**Library Fund:** The Library is budgeted to receive 6 mills per charter ordinance. This amendment increases the budget authority should the last distribution of motor vehicle tax come in stronger than expected.

**Municipalities Fight Addiction Fund:** This is a newly created fund, required by the State of Kansas to accommodate distributions made on behalf of the Kansas Fights Addiction Act (KFAA). The amendment is necessary in order to expend these funds, if desired, in a manner consistent with the approved purposes.

**Debt Service:** This amendment is necessary to accommodate the issuance of Taxable General Obligation Bonds, Series 2022, on behalf of Strother Field.

**Healthcare Sales Tax Fund (HST):** This fund accounts for 95% of the Healthcare Sales Tax receipts, as well as 30% of total Compensating Use Tax. Sales tax and Compensating Use Tax came in stronger than anticipated. This amendment gives us budget authority to remit the funds to the Trustee.

**Unpledged Healthcare Sales Tax Fund (UHST):** This fund accumulates the other 5% Healthcare Sales Tax receipts, as well as 20% of total Compensating Use Tax. These funds are available for use following the guidelines set in the 2018 Sales Tax Question. This amendment gives us budget authority to distribute the remaining funds, if requested.

**CID Sales Tax Fund:** This fund receives 100% of the 1% special Community Improvement District Sales Tax revenue within Summit Plaza. The money is in turn paid to the developer (Diversified Acquisitions) until the earlier of:

1. 22 years from its commencement date of July 1, 2015 (or)
2. The date on which reimbursement of pay-as-you-go costs of the Project not to exceed \$750,000 from the CID Sales Tax and NRD revenue has been paid.

As of 11/29/2022, a total of \$360,520.77 has been paid to Diversified Acquisitions. This amendment gives us budget authority to remit the funds to Diversified Acquisitions should the last distribution come in stronger than expected.

**Commission Options:**

1. Adopt the resolution to approve the Notice of Budget Hearing for publication and set the public hearing to amend the 2022 budget for 5:30 p.m. on December 20, 2022.
2. Disapprove

**Fiscal Impact:**

Amount:

Fund: **01 General** Department: **209 Finance** Expense Code: **6301 Advertising**

☒ Included in budget ☐ Grant ☐ Bonds ☐ Other (explain)

**Approved for Agenda by:**



Randy Frazer, City Manager

**A RESOLUTION APPROVING THE NOTICE OF BUDGET HEARING FOR PUBLICATION AND SETTING THE DATE FOR A PUBLIC HEARING AT 5:30 P.M. ON DECEMBER 20, 2022 TO AMEND THE 2022 BUDGET FOR THE CITY OF ARKANSAS CITY.**

**WHEREAS**, the Governing Body of the City of Arkansas City has received a request to amend the 2022 budget for the Water Fund, Sanitation Fund, Library Fund, Municipalities Fight Addiction Fund, Debt Service Fund, Healthcare Sales Tax Fund (HST), Unpledged Healthcare Sales Tax Fund (UHST), and CID Sales Tax Fund; and

**WHEREAS**, the Governing Body of the City of Arkansas City will consider amendments to the 2022 budget for the City of Arkansas City after a public hearing is held, wherein the City Commission will open the floor to public comment.

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

**SECTION ONE:** The Governing Body of the City of Arkansas City approves the attached Notice of Budget Hearing for publication.

**SECTION TWO:** The Governing Body of the City of Arkansas City hereby sets a public hearing at 5:30 p.m. on December 20, 2022, at City Hall, 118 W. Central, Arkansas City, Kansas to receive public input regarding amendments to the 2022 budget for the Water Fund, Sanitation Fund, Library Fund, Municipalities Fight Addiction Fund, Debt Service Fund, Healthcare Sales Tax Fund (HST), Unpledged Healthcare Sales Tax Fund (UHST), and CID Sales Tax Fund.

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas, Kansas this 6<sup>th</sup> day of December, 2022.

(Seal)

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

ATTEST:

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

APPROVED AS TO FORM.

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-12- of the City of Arkansas City, Kansas adopted by the governing body on December 6, 2022 as the same appears of record in my office.

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

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



2022

Amended  
 Certificate  
 For Calendar Year 2022

To the Clerk of Cowley County, State of Kansas  
 We, the undersigned, duly elected, qualified, and acting officers of  
City of Arkansas City  
 certify that: (1) the hearing mentioned in the attached publication was  
 held;(2) after the Budget Hearing this Budget was duly approved and  
 adopted as the maximum expenditure for the various funds for the year.

|                                |               |            | 2022<br>Amended Budget                   |                                 |                                          |
|--------------------------------|---------------|------------|------------------------------------------|---------------------------------|------------------------------------------|
|                                |               |            | Amount of<br>2021<br>Tax that was Levied | Adopted<br>2022<br>Expenditures | Proposed Amended<br>2022<br>Expenditures |
| Table of Contents:             |               |            | Page<br>No.                              |                                 |                                          |
| Fund                           | <u>K.S.A.</u> |            |                                          |                                 |                                          |
| Water                          |               | 2          |                                          | 4,221,530                       | 4,921,530                                |
| Sanitation                     |               | 3          |                                          | 1,620,877                       | 1,820,877                                |
| Library                        | 12-1220       | 4          | 365,036                                  | 401,700                         | 461,700                                  |
| Municipalities Fight Addiction |               | 5          |                                          | 0                               | 5,000                                    |
| Debt Service                   | 10-113        | 6          | 548,523                                  | 2,166,025                       | 6,621,025                                |
| Healthcare Sales Tax           |               | 7          |                                          | 1,939,000                       | 2,139,000                                |
| Unpledged Healthcare Sales Tax |               | 8          |                                          | 336,520                         | 538,085                                  |
| CID Sales Tax                  |               | 9          |                                          | 65,000                          | 71,000                                   |
|                                |               |            |                                          |                                 |                                          |
|                                |               |            |                                          |                                 |                                          |
| Totals                         |               | xxxxxxxxxx | 913,559                                  | 10,750,652                      | 16,578,217                               |
| Summary of Amendments          |               | 10         |                                          |                                 |                                          |

Attested date:\_\_\_\_\_

\_\_\_\_\_  
County Clerk

Assisted by:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Email:

\_\_\_\_\_  
Governing Body

CPA Summary

City of Arkansas City

2022

Adopted Budget

| Water                                 | 2022<br>Adopted<br>Budget | 2022<br>Proposed<br>Budget |
|---------------------------------------|---------------------------|----------------------------|
| Unencumbered Cash Balance January 1   | 2,679,969                 | 3,010,973                  |
| Receipts:                             |                           |                            |
| Water Receipts                        | 4,500,000                 | 4,900,000                  |
| Connection Fees                       | 70,000                    | 70,000                     |
| Penalties                             | 25,000                    | 32,000                     |
| Reimbursed Expense                    | 0                         | 5,500                      |
| Interest on Idle Funds                | 3,500                     | 14,000                     |
| Fleet Management Equity               | 43,400                    | 13,400                     |
| Miscellaneous                         | 30,000                    | 37,000                     |
|                                       |                           |                            |
|                                       |                           |                            |
|                                       |                           |                            |
| <b>Total Receipts</b>                 | <b>4,671,900</b>          | <b>5,071,900</b>           |
| <b>Resources Available:</b>           | <b>7,351,869</b>          | <b>8,082,873</b>           |
| Expenditures:                         |                           |                            |
| Personnel Services                    | 806,280                   | 851,280                    |
| Contractual Services                  | 697,700                   | 841,700                    |
| Commodities                           | 684,200                   | 1,195,200                  |
| Capital Outlay                        | 82,500                    | 82,500                     |
| Operating Transfers:                  |                           |                            |
| Transfer to General Fund              | 400,000                   | 400,000                    |
| Transfer to Debt Service Fund         | 1,490,250                 | 1,490,250                  |
| Debt Service Principal                | 0                         | 0                          |
| Debt Service Interest                 | 0                         | 0                          |
| Agency Fees                           | 27,000                    | 27,000                     |
| Fleet Management Lease                | 33,600                    | 33,600                     |
| Capital Improvements                  | 0                         |                            |
|                                       |                           |                            |
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|                                       |                           |                            |
| <b>Total Expenditures</b>             | <b>4,221,530</b>          | <b>4,921,530</b>           |
| Unencumbered Cash Balance December 31 | 3,130,339                 | 3,161,343                  |

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| CPA Summary |
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City of Arkansas City

2022

Adopted Budget

| Sanitation                            | 2022<br>Adopted<br>Budget | 2022<br>Proposed<br>Budget |
|---------------------------------------|---------------------------|----------------------------|
| Unencumbered Cash Balance January 1   | 1,104,604                 | 1,439,710                  |
| Receipts:                             |                           |                            |
| Sanitation Fees                       | 1,500,000                 | 1,500,000                  |
| Service Fees                          | 5,000                     | 45,000                     |
| Penalties                             | 14,000                    | 14,000                     |
| Sale of Assets                        | 0                         | 1,000                      |
| Interest on Idle Funds                | 1,500                     | 6,000                      |
| Miscellaneous                         | 0                         | 0                          |
|                                       |                           |                            |
|                                       |                           |                            |
|                                       |                           |                            |
| <b>Total Receipts</b>                 | <b>1,520,500</b>          | <b>1,566,000</b>           |
| <b>Resources Available:</b>           | <b>2,625,104</b>          | <b>3,005,710</b>           |
| Expenditures:                         |                           |                            |
| Personnel Services                    | 649,052                   | 799,052                    |
| Contractual Services                  | 443,275                   | 458,275                    |
| Commodities                           | 185,550                   | 215,550                    |
| Capital Outlay                        | 143,000                   | 148,000                    |
| Operating Transfers:                  |                           |                            |
| Transfer to General Fund              | 200,000                   | 200,000                    |
| Capital Improvements                  | 0                         | 0                          |
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|                                       |                           |                            |
| <b>Total Expenditures</b>             | <b>1,620,877</b>          | <b>1,820,877</b>           |
| Unencumbered Cash Balance December 31 | 1,004,227                 | 1,184,833                  |

CPA Summary

2022

## Adopted Budget

Library

|                                     |   |   |
|-------------------------------------|---|---|
| Unencumbered Cash Balance January 1 | 0 | 0 |
|-------------------------------------|---|---|

Receipts:

|                |         |         |
|----------------|---------|---------|
| Ad Valorem Tax | 352,692 | 412,692 |
|----------------|---------|---------|

|                |        |        |
|----------------|--------|--------|
| Delinquent Tax | 12,000 | 12,000 |
|----------------|--------|--------|

|                   |        |        |
|-------------------|--------|--------|
| Motor Vehicle Tax | 50,386 | 50,386 |
|-------------------|--------|--------|

|                          |     |     |
|--------------------------|-----|-----|
| Recreational Vehicle Tax | 447 | 447 |
|--------------------------|-----|-----|

|                    |     |     |
|--------------------|-----|-----|
| 16/20M Vehicle Tax | 464 | 464 |
|--------------------|-----|-----|

|                        |     |     |
|------------------------|-----|-----|
| Commercial Vehicle Tax | 711 | 711 |
|------------------------|-----|-----|

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|----------------|---|---|
| Watercraft Tax | 0 | 0 |
|----------------|---|---|

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| Neighborhood Revitalization Rebate | -15,000 | -15,000 |
|------------------------------------|---------|---------|

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|-----------------------|----------------|----------------|
| <b>Total Receipts</b> | <b>401,700</b> | <b>461,700</b> |
|-----------------------|----------------|----------------|

|                             |                |                |
|-----------------------------|----------------|----------------|
| <b>Resources Available:</b> | <b>401,700</b> | <b>461,700</b> |
|-----------------------------|----------------|----------------|

|               |  |
|---------------|--|
| Expenditures: |  |
|---------------|--|

|                                 |         |         |
|---------------------------------|---------|---------|
| Appropriations to Library Board | 401,700 | 461,700 |
|---------------------------------|---------|---------|

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| <b>Total Expenditures</b> | <b>401,700</b> | <b>461,700</b> |
|---------------------------|----------------|----------------|

|                                       |         |         |
|---------------------------------------|---------|---------|
| Total Expenditures                    | 401,700 | 401,700 |
| Unencumbered Cash Balance December 31 | 0       | 0       |

|                                       |   |   |
|---------------------------------------|---|---|
| Unencumbered Cash Balance December 31 | 0 | 0 |
|---------------------------------------|---|---|

CPA Summary

City of Arkansas City

2022

Adopted Budget

| Municipalities Fight Addiction        | 2022<br>Adopted<br>Budget | 2022<br>Proposed<br>Budget |
|---------------------------------------|---------------------------|----------------------------|
| Unencumbered Cash Balance January 1   | 0                         | 0                          |
| Receipts:                             |                           |                            |
| Miscellaneous Revenue                 | 0                         | 5,000                      |
|                                       |                           |                            |
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| <b>Total Receipts</b>                 | <b>0</b>                  | <b>5,000</b>               |
| <b>Resources Available:</b>           | <b>0</b>                  | <b>5,000</b>               |
| Expenditures:                         |                           |                            |
| Commodities                           | 0                         | 5,000                      |
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| <b>Total Expenditures</b>             | <b>0</b>                  | <b>5,000</b>               |
| Unencumbered Cash Balance December 31 | 0                         | 0                          |

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| CPA Summary |
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City of Arkansas City

2022

Adopted Budget

| Debt Service                          | 2022<br>Adopted<br>Budget | 2022<br>Proposed<br>Budget |
|---------------------------------------|---------------------------|----------------------------|
| Unencumbered Cash Balance January 1   | 88,271                    | 113,108                    |
| Receipts:                             |                           |                            |
| Ad Valorem Tax                        | 529,974                   | 529,974                    |
| Delinquent Tax                        | 35,000                    | 35,000                     |
| Motor Vehicle Tax                     | 46,048                    | 46,048                     |
| Recreational Vehicle Tax              | 408                       | 408                        |
| 16/20M Vehicle Tax                    | 424                       | 424                        |
| Commercial Vehicle Tax                | 650                       | 650                        |
| Watercraft Tax                        | 0                         | 0                          |
| Sale of Bonds                         | 0                         | 4,455,000                  |
| Bond Premium                          | 0                         | 0                          |
| Transfer from Water Fund              | 1,490,250                 | 1,490,250                  |
| Interest on Idle Funds                | 0                         | 0                          |
| Neighborhood Revitilation Rebate      | -25,000                   | -25,000                    |
|                                       |                           |                            |
| Interest on Idle Funds                |                           |                            |
| <b>Total Receipts</b>                 | <b>2,077,754</b>          | <b>6,532,754</b>           |
| <b>Resources Available:</b>           | <b>2,166,025</b>          | <b>6,645,862</b>           |
| Expenditures:                         |                           |                            |
| Debt Service Principal                | 1,595,000                 | 1,595,000                  |
| Debt Service Interest                 | 470,925                   | 470,925                    |
| Cost of Issuance                      | 0                         | 0                          |
| Agency Fees                           | 100                       | 100                        |
| Emergency Reserve                     | 100,000                   | 100,000                    |
| Transfers:                            |                           |                            |
| Transfer to Capital Improvement Fund  | 0                         | 4,455,000                  |
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|                                       |                           |                            |
| <b>Total Expenditures</b>             | <b>2,166,025</b>          | <b>6,621,025</b>           |
| Unencumbered Cash Balance December 31 | 0                         | 24,837                     |

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| CPA Summary |
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City of Arkansas City

2022

## Adopted Budget

| Healthcare Sales Tax                  | 2022<br>Adopted<br>Budget | 2022<br>Proposed<br>Budget |
|---------------------------------------|---------------------------|----------------------------|
| Unencumbered Cash Balance January 1   | 0                         | 0                          |
| Receipts:                             |                           |                            |
| Healthcare Sales Tax (95%)            | 1,750,000                 | 1,900,000                  |
| Compensating Use Tax                  | 189,000                   | 239,000                    |
|                                       |                           |                            |
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|                                       |                           |                            |
| Interest on Idle Funds                |                           |                            |
| <b>Total Receipts</b>                 | <b>1,939,000</b>          | <b>2,139,000</b>           |
| <b>Resources Available:</b>           | <b>1,939,000</b>          | <b>2,139,000</b>           |
| Expenditures:                         |                           |                            |
| Appropriations to Trustee             | 1,939,000                 | 2,139,000                  |
|                                       |                           |                            |
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|                                       |                           |                            |
| <b>Total Expenditures</b>             | <b>1,939,000</b>          | <b>2,139,000</b>           |
| Unencumbered Cash Balance December 31 | 0                         | 0                          |

## CPA Summary





City of Arkansas City

2022

Adopted Budget

| CID Sales Tax                         | 2022<br>Adopted<br>Budget | 2022<br>Proposed<br>Budget |
|---------------------------------------|---------------------------|----------------------------|
| Unencumbered Cash Balance January 1   | 0                         | 0                          |
| Receipts:                             |                           |                            |
| Sales Tax                             | 65,000                    | 71,000                     |
|                                       |                           |                            |
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| Interest on Idle Funds                |                           |                            |
| <b>Total Receipts</b>                 | <b>65,000</b>             | <b>71,000</b>              |
| <b>Resources Available:</b>           | <b>65,000</b>             | <b>71,000</b>              |
| Expenditures:                         |                           |                            |
| Contractual Services                  | 65,000                    | 71,000                     |
|                                       |                           |                            |
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| <b>Total Expenditures</b>             | <b>65,000</b>             | <b>71,000</b>              |
| Unencumbered Cash Balance December 31 | 0                         | 0                          |

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| CPA Summary |
|-------------|

2022

**Notice of Budget Hearing for Amending the  
 2022 Budget**  
 The governing body of  
**City of Arkansas City**  
 will meet on the day of December 20, 2022 at 5:30pm at City Hall Commission Chambers for the  
 purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

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

| Fund                           | 2022<br>Adopted Budget |                                  |              | 2022<br>Proposed Amended<br>Expenditures |
|--------------------------------|------------------------|----------------------------------|--------------|------------------------------------------|
|                                | Actual<br>Tax Rate     | Amount of Tax<br>that was Levied | Expenditures |                                          |
| Water                          |                        |                                  | 4,221,530    | 4,921,530                                |
| Sanitation                     |                        |                                  | 1,620,877    | 1,820,877                                |
| Library                        | 5.983                  | 365,036                          | 401,700      | 461,700                                  |
| Municipalities Fight Addiction |                        |                                  | 0            | 5,000                                    |
| Debt Service                   | 8.989                  | 548,523                          | 2,166,025    | 6,621,025                                |
| Healthcare Sales Tax           |                        |                                  | 1,939,000    | 2,139,000                                |
| Unpledged Healthcare Sales Tax |                        |                                  | 336,520      | 538,085                                  |
| CID Sales Tax                  |                        |                                  | 65,000       | 71,000                                   |
|                                |                        |                                  |              |                                          |
|                                |                        |                                  |              |                                          |

Jennifer Waggoner  
 Official Title: Finance Director/Treasurer



# City Commission Agenda Item

**Meeting Date:** December 6, 2022  
**From:** Lesley Shook, City Clerk  
**Item:** Comprehensive Fee Schedule Update

**Purpose:** A Resolution adopting by reference the City's 2022/2023 Comprehensive Fee Schedule and repealing Resolution No. 2022-07-3489. **(Voice Vote)**

**Background:**

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

The proposed change can be found on page 34 of attached document. There are no other changes to the comprehensive fee schedule.

**Commission Options:**

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

**Fiscal Impact:**

Amount:

Fund: Department: Expense Code:

☒ Included in budget ☐ Grant ☐ Bonds ☐ Other (explain)

**Approved for Agenda by:**

Randy Frazer, City Manager

**A RESOLUTION ADOPTING BY REFERENCE THE CITY'S 2022/2023 COMPREHENSIVE FEE SCHEDULE AND REPEALING RESOLUTION NO. 2022-07-3489.**

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

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

**SECTION ONE:** The Governing Body of the City of Arkansas City hereby repeals Resolution No. 2022-07-3489.

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

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 6th day of December, 2022.

(Seal)

\_\_\_\_\_  
Kanyon Ginger, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-12-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on December 6, 2022, as the same appears of record in my office.

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

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

# City of Arkansas City Comprehensive Fee Schedule

Adopted by Resolution No. 2022-12-



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





# Table of Contents

| <b>Title</b>                       | <b>Page</b> |
|------------------------------------|-------------|
| <b>Fire – EMS</b>                  | 3           |
| <b>General Government</b>          |             |
| <b>Alcoholic Liquor</b>            | 4           |
| <b>Miscellaneous Fees</b>          | 5           |
| <b>Municipal Court</b>             | 7           |
| <b>Parks &amp; Facilities</b>      |             |
| <b>Rentals</b>                     | 18          |
| <b>Special Events</b>              | 19          |
| <b>Riverview Cemetery</b>          | 20          |
| <b>Police Department</b>           | 21          |
| <b>Neighborhood Services</b>       |             |
| <b>Fees</b>                        | 22          |
| <b>Building &amp; Construction</b> | 23          |
| <b>Permits and Licenses</b>        | 24          |
| <b>Public Services</b>             |             |
| <b>General</b>                     | 25          |
| <b>Water</b>                       | 26          |
| <b>Stormwater</b>                  | 29          |
| <b>Sewer</b>                       | 30          |
| <b>Sanitation</b>                  | 32          |

DRAFT



# Fire – EMS Fees

## A. Ambulance

|                                                    |          |
|----------------------------------------------------|----------|
| a. Advanced Life Support, Category 1 (ALS-1) ..... | \$850.00 |
| b. Advanced Life Support, Category 2 (ALS-2) ..... | \$925.00 |
| c. Basic Life Support (Non-Emergent) .....         | \$775.00 |
| d. Basic Life Support (Emergent) .....             | \$825.00 |
| e. Loaded Mileage – Per Mile .....                 | \$25.00  |
| f. Waiting Time – Per Hour .....                   | \$50.00  |
| g. Fall Recovery/Medical Assist .....              | \$100.00 |
| h. Treat – No Transport .....                      | \$150.00 |

## B. Miscellaneous

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



# General Government

## Alcoholic Liquor

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

# General Government Miscellaneous Fees

## A. Private Security Officer

- a. Application for Permit .....\$25.00
- b. Permit Renewal .....\$20.00
- c. Replacement Fee for Lost /Stolen Certificate or ID Card .....\$10.00
- d. Firm License .....\$100.00
- e. Firm License Renewal (Annual) .....\$50.00

## B. Carnival or Circus Operation within City Limit License .....\$25.00/Day

## C. Clairvoyants License

- a. Daily .....\$10.00
- b. Yearly .....\$150.00

## D. Junk Dealers License .....\$100.00

## E. Pawn Brokers License .....\$25.00/Year

## F. Transient Vendor & Merchants License

- a. Daily .....\$30.00
- b. Monthly .....\$50.00
- c. Bi-Annual .....\$125.00
- d. Annual .....\$250.00

## G. "Going Out of Business Sale" License .....\$25.00

## H. Scrap Metal Dealers License

- a. Application .....\$400.00
- b. Renewal Application .....\$50.00

## I. Taxicab License Fee .....\$40.00/Year

## J. Bus License Fee .....\$10.00/Year

## K. Special Use of City Personnel

- a. Two Hour Minimum Per Hour Per Employee .....\$40.00
- b. And after two hour minimum is met, the employee's time shall be charged at 1/100 per hour

## L. Impounded Sign Recovery (within 30 days) .....\$25.00/Sign

## M. Property Abatement .....\$100.00/Hour

## N. Peddler License (Door to Door)

- a. One Day License .....\$40.00
- b. License Valid for 2-30 Days .....\$85.00
- c. License Valid for 31-180 Days .....\$160.00
- d. License Valid for 181-365 Days .....\$260.00
- e. Additional Badge Fee for Licensee .....\$20.00

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

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

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

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

# Municipal Court Fines and Fees

## Uniform Public Offense Code

| Description                             | Booking & Bonding Procedure | 1st Offense                        | 2 <sup>nd</sup> Offense        | 3 <sup>rd</sup> Offense        | UPOC  | KSA     |
|-----------------------------------------|-----------------------------|------------------------------------|--------------------------------|--------------------------------|-------|---------|
| Abusing toxic vapors                    | Sum/Must Appear             | \$100.00                           | \$150.00                       | \$200.00                       | 9.9   | 21-5712 |
| Administration of an unlawful substance | Arrest/Bond                 | \$250.00                           | \$350.00                       | \$500.00                       | 3.11  | 21-5425 |
| Aiding, abetting discharge of firearm   | Sum/Must Appear             | \$100.00                           | \$150.00                       | \$200.00                       | 10.8  | N/A     |
| Air gun, rifle, bow, bb gun, paint ball | Sum/ No Appear              | \$50.00                            | \$75.00                        | \$100.00                       | 10.6  | N/A     |
| Alcohol without liquid machine          | Sum/Must Appear             | \$100.00                           | \$150.00                       | \$200.00                       | 10.22 | 21-6321 |
| Animals; cruelty                        | Sum/Must Appear             | \$150.00                           | <b>DISTRICT</b>                | <b>DISTRICT</b>                | 11.11 | 21-6412 |
| Assault                                 | Sum/Must Appear             | \$50.00                            | \$75.00                        | \$100.00                       | 3.3   | 21-5412 |
| Assault on LEO                          | Arrest/Bond                 | \$250.00                           | \$350.00                       | \$500.00                       | 3.3   | 21-5412 |
| Assembly, Unlawful                      | Sum/Must Appear             | \$100.00                           | \$200.00                       | \$300.00                       | 9.2   | 21-6202 |
| Attempt                                 | Sum/Must Appear             | ½ fine if offense completed        | ½ fine if offense completed    | ½ fine if offense completed    | 2.1   | 21-5301 |
| Barbed wire                             | Sum/No Appear               | \$50.00                            | \$100.00                       | \$200.00                       | 10.13 | N/A     |
| Battery                                 | <i>Special</i>              | \$100.00<br><i>Sum/Must Appear</i> | \$200.00<br><i>Arrest/Bond</i> | \$300.00<br><i>Arrest/Bond</i> | 3.1   | 21-5413 |
| Battery, Domestic                       | Arrest/Bond (\$750 bond)    | \$200.00                           | <b>DISTRICT</b>                | <b>DISTRICT</b>                | 3.1.1 | 21-5414 |
| Battery, LEO                            | Arrest/Bond                 | \$250.00                           | \$350.00                       | \$500.00                       | 3.2   | 21-5413 |
| Carrying concealed explosives           | Sum/Must Appear             | \$300.00                           | \$400.00                       | \$500.00                       | 10.9  | 21-6312 |
| Cockfighting                            | Sum/Must Appear             | \$250.00                           | \$500.00                       | \$600.00                       | 11.12 | 21-6417 |
| Commercialization of wildlife           | Sum/Must Appear             | \$250.00                           | \$500.00                       | \$600.00                       | 11.3  | 32-1005 |
| Conspiracy                              | Sum/Must Appear             | \$100.00                           | \$150.00                       | \$200.00                       | 2.2   | 21-5302 |
| Contributing to child's misconduct      | Sum/Must Appear             | \$100.00                           | \$150.00                       | \$200.00                       | 5.1   | 21-5603 |
| Counterfeit drugs, trafficking          | Sum/Must Appear             | \$250.00                           | \$350.00                       | \$500.00                       | 10.23 | 65-4167 |
| Creating a hazard                       | Sum/Must Appear             | \$100.00                           | \$200.00                       | \$300.00                       | 10.11 | 21-6318 |
| Criminal Carrying of Weapon             | Sum/Must Appear             | \$150.00                           | \$200.00                       | \$300.00                       | 10.1  | 21-6302 |
| Criminal Damage to Property             | Sum/Must Appear             | \$150.00                           | \$200.00                       | \$250.00                       | 6.6   | 21-5813 |
| Criminal Hunting                        | Sum/Must Appear             | \$75.00                            | \$150.00                       | \$250.00                       | 6.22  | 21-5810 |
| Criminal Trespass                       | Sum/Must Appear             | \$150.00                           | \$200.00                       | \$250.00                       | 6.7   | 21-5808 |
| Criminal Use of a Financial Card        | Sum/Must Appear             | \$150.00                           | \$250.00                       | \$500.00                       | 6.17  | 21-5828 |

| Description                               | Booking & Bonding Procedure | 1st Offense | 2 <sup>nd</sup> Offense | 3 <sup>rd</sup> Offense | UPOC  | KSA     |
|-------------------------------------------|-----------------------------|-------------|-------------------------|-------------------------|-------|---------|
| Damaging Sewers                           | Sum/Must Appear             | \$100.00    | \$200.00                | \$400.00                | 6.15  | N/A     |
| Defamation                                | Sum/No Appear               | \$200.00    | \$300.00                | \$400.00                | 3.9   | 21-6103 |
| Denial of civil rights                    | Sum/Must Appear             | \$250.00    | \$350.00                | \$500.00                | 8.1   | 21-6102 |
| Deposits in sewers                        | Sum/No Appear               | \$75.00     | \$100.00                | \$150.00                | 6.14  | N/A     |
| Deprivation of property                   | Sum/Must Appear             | \$100.00    | \$200.00                | \$300.00                | 6.5   | 21-5803 |
| Desecration                               | Sum/Must Appear             | \$150.00    | \$250.00                | \$500.00                | 9.8   | 21-6205 |
| Discharge of Firearms                     | Sum/Must Appear             | \$100.00    | \$150.00                | \$200.00                | 10.5  | 21-6308 |
| Disorderly Conduct                        | Sum/Must Appear             | \$75.00     | \$100.00                | \$150.00                | 9.1   | 21-6203 |
| Disorderly Conduct –Domestic Violence     | Arrest/Bond                 | \$100.00    | \$150.00                | \$200.00                | 9.1   | 21-6203 |
| Distribute Firearm to Felon               | Sum/Must Appear             | \$250.00    | \$350.00                | \$500.00                | 10.3  | 21-5222 |
| Drawing a weapon on another               | Sum/Must Appear             | \$200.00    | \$250.00                | \$300.00                | 10.2  | 21-5222 |
| Electioneering                            | Sum/No Appear               | \$50.00     | \$75.00                 | \$100.00                | 7.14  | 25-2430 |
| Endangering a child                       | Sum/Must Appear             | \$300.00    | \$400.00                | \$500.00                | 5.4   | 21-5601 |
| Equity Skimming                           | Sum/Must Appear             | \$300.00    | \$400.00                | \$500.00                | 6.19  | 21-6504 |
| Escape from Custody                       | Arrest/Bond                 | \$300.00    | \$450.00                | \$600.00                | 7.3   | 21-5911 |
| Failure to Report a Wound                 | Sum/Must Appear             | \$75.00     | \$100.00                | \$150.00                | 10.12 | 21-6319 |
| False Impersonation                       | Sum/Must Appear             | \$100.00    | \$200.00                | \$300.00                | 7.11  | 21-5917 |
| False Signing of Petition                 | Sum/Must Appear             | \$50.00     | \$75.00                 | \$150.00                | 7.1   | 21-5916 |
| Furnishing to a Minor                     | Arrest/Bond                 | \$200.00    | \$300.00                | \$500.00                | 5.2   | 21-5607 |
| Gambling                                  | Sum/No Appear               | \$100.00    | \$200.00                | \$300.00                | 11.8  | 21-6403 |
| Giving a False Alarm                      | Sum/Must Appear             | \$200.00    | \$300.00                | \$500.00                | 9.7   | 21-6207 |
| Harassment by telephone                   | Sum/Must Appear             | \$50.00     | \$75.00                 | \$100.00                | 9.1   | 21-6206 |
| Hosting                                   | Arrest/Bond                 | \$1,000.00  | \$1,000.00              | \$1,000.00              | 5.3   | 21-5608 |
| Intent to Permanently Deprive             | Sum/Must Appear             | \$250.00    | \$350.00                | \$500.00                | 6.2   | 21-5804 |
| Interference with firefighter             | Sum/Must Appear             | \$100.00    | \$150.00                | \$200.00                | 3.5   | 21-6325 |
| Interference with Judicial Process        | Sum/Must Appear             | \$100.00    | \$150.00                | \$200.00                | 7.4   | 21-5905 |
| Interference with Law Enforcement Officer | Arrest/Bond                 | \$250.00    | \$500.00                | \$1,000.00              | 7.2   | 21-5904 |
| Interference with police dog              | Arrest/Bond                 | \$100.00    | \$150.00                | \$200.00                | 7.13  | N/A     |
| Interference with public business         | Sum/Must Appear             | \$100.00    | \$150.00                | \$200.00                | 7.12  | 21-5922 |
| Lewd, Lascivious behavior                 | Arrest/Bond                 | \$150.00    | \$225.00                | \$300.00                | 4.1   | 21-5513 |
| Manufacture/disposal false tokens         | Sum/Must Appear             | \$50.00     | \$75.00                 | \$150.00                | 6.11  | 21-5829 |
| Material harmful to minors                | Sum/Must Appear             | \$200.00    | \$300.00                | \$400.00                | 11.7  | 21-6402 |
| Mistreatment of confined person           | Sum/Must Appear             | \$200.00    | \$300.00                | \$500.00                | 3.7   | 21-5416 |
| Motor vehicles, selling without license   | Sum/Must Appear             | \$500.00    | \$1,000.00              | \$2,500.00              | 6.18  | 8-2434  |
| Nuisance, maintaining public              | Sum/No Appear               | \$100.00    | \$150.00                | \$300.00                | 9.5   | 21-6204 |
| Operating motorboat, sailboat             | Sum/No Appear               | \$50.00     | \$100.00                | \$150.00                | 10.14 | 32-1101 |
| Operating vessel under the influence      | Arrest/Bond                 | \$200.00    | \$500.00                | \$500.00                | 10.15 | 32-1131 |
| Buying Sexual Relations                   | Sum/Must Appear             | \$1,200.00  | <b>DISTRICT</b>         | <b>DISTRICT</b>         | 4.5   | 21-6421 |
| Performing unauthorized official act      | Sum/Must Appear             | \$100.00    | \$200.00                | \$300.00                | 7.6   | 21-5919 |
|                                           |                             |             |                         |                         |       |         |

| Description                              | Booking & Bonding Procedure | 1 <sup>st</sup> Offense            | 2 <sup>nd</sup> Offense        | 3 <sup>rd</sup> Offense | UPOC  | KSA     |
|------------------------------------------|-----------------------------|------------------------------------|--------------------------------|-------------------------|-------|---------|
| Permitting premises for gambling         | Sum/Must Appear             | \$100.00                           | \$200.00                       | \$300.00                | 11.9  | 21-6406 |
| Possession of gambling device            | Sum/No Appear               | \$50.00                            | \$100.00                       | \$150.00                | 11.1  | 21-6408 |
| Possession of Marijuana                  | Sum/Must Appear             | \$200.00                           | \$500.00                       | <b>DISTRICT</b>         | 9.9.1 | 21-5706 |
| Possession of Paraphernalia              | Sum/Must Appear             | \$200.00                           | \$500.00                       | <b>DISTRICT</b>         | 9.9.2 | 21-5709 |
| Posting Political Ads                    | Sum/No Appear               | \$40.00                            | \$60.00                        | \$80.00                 | 9.13  | 21-5820 |
| Privacy, breach of                       | Sum/No Appear               | \$150.00                           | \$200.00                       | \$300.00                | 3.12  | 21-6101 |
| Promoting obscenity                      | Sum/Must Appear             | \$400.00                           | DISTRICT                       | <b>DISTRICT</b>         | 11.1  | 21-6401 |
| Promoting obscenity to minors            | Sum/Must Appear             | \$500.00                           | DISTRICT                       | <b>DISTRICT</b>         | 11.2  | 21-6401 |
| Prostitution                             | Sum/Must appear             | \$150.00                           | \$225.00                       | \$300.00                | 4.3   | 21-6419 |
| Protective order, viol. Of               | Arrest/Bond                 | \$150.00                           | \$300.00                       | \$500.00                | 3.8.1 | 60-3107 |
| Purchase, consume intoxicant by minor    | Sum/Must Appear             | \$200.00                           | \$300.00                       | \$400.00                | 5.8   | 41-727  |
| Purchase, possess tobacco by minor       | Sum/No Appear               | \$25.00                            | \$25.00                        | \$25.00                 | 5.6   | 79-3321 |
| Recording device, unlawful use           | Sum/ Must Appear            | \$300.00                           | DISTRICT                       | <b>DISTRICT</b>         | 6.23  | 51-301  |
| Restraint, unlawful                      | Sum/Must Appear             | \$100.00                           | \$150.00                       | \$300.00                | 3.6   | 21-5411 |
| Riot                                     | Sum/Must Appear             | \$150.00                           | \$250.00                       | \$500.00                | 9.4   | 21-6201 |
| Sale of medicine through vending mach.   | Sum/No Appear               | \$50.00                            | \$100.00                       | \$150.00                | 10.19 | 65-650  |
| Scrap metal, buying                      | Sum/No Appear               | \$50.00                            | \$100.00                       | \$150.00                | 6.25  | 50-6111 |
| Scrap metal, selling                     | Sum/No Appear               | \$50.00                            | \$100.00                       | \$150.00                | 6.24  | 50-6111 |
| Selling, furnishing tobacco to minor     | Sum/ Must Appear            | \$200.00                           | \$300.00                       | \$400.00                | 5.7   | 79-3321 |
| Serial numbers                           | Sum/No Appear               | \$100.00                           | \$200.00                       | \$300.00                | 6.12  | N/A     |
| Sexual battery                           | Arrest/bond                 | \$200.00                           | \$500.00                       | \$700.00                | 3.2.1 | 21-5505 |
| Simulating legal process                 | Sum/Must Appear             | \$100.00                           | \$200.00                       | \$400.00                | 7.7   | 21-5907 |
| Smoke detector, failure to maintain      | Sum/No Appear               | \$25.00                            | \$25.00                        | \$25.00                 | 10.18 | 31-162  |
| Smoking Prohibited                       | Sum/No Appear               | \$50.00                            | \$100.00                       | \$150.00                | 10.24 | 21-6110 |
| Stalking                                 | Sum/Must Appear             | \$100.00                           | <b>DISTRICT</b>                | <b>DISTRICT</b>         | 3.13  | 21-5427 |
| Taking Game from Posted Land             | Sum/Must Appear             | \$75.00                            | \$100.00                       | \$150.00                | 6.21  | 32-1013 |
| Tampering with landmark                  | Sum/Must Appear             | \$250.00                           | \$350.00                       | \$500.00                | 6.9   | 21-5816 |
| Tampering with public notice             | Sum/Must Appear             | \$250.00                           | \$350.00                       | \$500.00                | 7.9   | 21-5921 |
| Tampering with public record             | Sum/Must Appear             | \$250.00                           | \$350.00                       | \$500.00                | 7.8   | 21-5920 |
| Tampering with traffic signal            | Sum/Must Appear             | \$250.00                           | \$350.00                       | \$500.00                | 6.1   | 21-5817 |
| Tattooing, body piercing under age 18    | Sum/Must Appear             | \$100.00                           | \$300.00                       | \$600.00                | 10.17 | 65-1953 |
| Theft                                    | <i>See Special</i>          | \$100.00<br><i>Sum/Must Appear</i> | \$150.00<br><i>Arrest/Bond</i> | <b>DISTRICT</b>         | 6.1   | 21-5801 |
| Theft, lost/mislaid property             | Sum/Must Appear             | \$100.00                           | \$150.00                       | \$200.00                | 6.3   | 21-5802 |
| Throwing objects                         | Sum/Must Appear             | \$150.00                           | \$250.00                       | \$500.00                | 10.16 | 21-5819 |
| Trespass on railroad property            | Sum/Must Appear             | \$150.00                           | \$200.00                       | \$250.00                | 6.7.1 | 21-5809 |
| Unlawfully Obtain Prescription Only Drug | Arrest/Bond                 | \$500.00                           | <b>DISTRICT</b>                | <b>DISTRICT</b>         | 10.20 | 21-5708 |
| Watercraft, lifesaving devices           | Sum/No Appear               | \$50.00                            | \$100.00                       | \$150.00                | 5.5   | 32-1129 |
| Weapons, criminal use                    | Sum/Must Appear             | \$100.00                           | \$150.00                       | \$200.00                | 10.1  | 21-4201 |

|                                                                           |                 |          |          |                 |      |         |
|---------------------------------------------------------------------------|-----------------|----------|----------|-----------------|------|---------|
| Withholding possession public property                                    | Sum/Must Appear | \$200.00 | \$300.00 | \$400.00        | 6.13 | N/A     |
| Worthless check                                                           | Arrest/Bond     | \$100.00 | \$200.00 | <b>DISTRICT</b> | 6.16 | 21-5821 |
| For any offense not specifically listed herein, the minimum fine shall be | Sum/Must Appear | \$100.00 | \$200.00 | \$300.00        |      |         |

### Standard Traffic Ordinance

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

| Obstructing License Plates                                                | Sum/No Appear               | \$40.00                            | \$60.00                        | \$80.00                        | 14-126.1     | N/A      |
|---------------------------------------------------------------------------|-----------------------------|------------------------------------|--------------------------------|--------------------------------|--------------|----------|
|                                                                           |                             |                                    |                                |                                |              |          |
| Description                                                               | Booking & Bonding Procedure | 1 <sup>st</sup> Offense            | 2 <sup>nd</sup> Offense        | 3 <sup>rd</sup> Offense        | STO          | KSA      |
| Parking Disabled and Other Vehicles                                       | Sum/No Appear               | \$40.00                            | \$60.00                        | \$80.00                        | 13-93 (a)(b) | 8-1102   |
| Pedestrian under influence on roadway                                     | Sum/Must Appear             | \$50.00                            | \$75.00                        | \$100.00                       | 11-74        | 8-1543   |
| Permit unauthorized minor to drive                                        | Sum/No Appear               | \$50.00                            | \$75.00                        | \$100.00                       | 19-197       | 8-263    |
| Permit unauthorized operator to drive                                     | Sum/No Appear               | \$50.00                            | \$75.00                        | \$100.00                       | 19-196       | 8-264    |
| Private Property Sales                                                    | Sum/Must Appear             | \$100.00                           | \$150.00                       | \$200.00                       | 18-223       | N/A      |
| Public Property Sales                                                     | Sum/Must Appear             | \$100.00                           | \$150.00                       | \$200.00                       | 18-221       | N/A      |
| Racing on Highways                                                        | Sum/Must Appear             | \$75.00                            | \$100.00                       | \$150.00                       | 7-37         | 8-1565   |
| Reckless Driving                                                          | <i>See Special</i>          | \$150.00<br><i>Sum/Must Appear</i> | \$225.00<br><i>Arrest/Bond</i> | \$300.00<br><i>Arrest/Bond</i> | 6-29         | 8-1566   |
| Remove/deface traffic control device                                      | Sum/ Must Appear            | \$100.00                           | \$200.00                       | \$300.00                       | 4-18         | 8-1513   |
| Reporting Certain 2nd Hand Goods                                          | Sum/No Appear               | \$100.00                           | \$150.00                       | \$200.00                       | 18-135       | N/A      |
| Skates, skateboards etc. on roadway                                       | Sum/No Appear               | \$40.00                            | \$60.00                        | \$80.00                        | 15-136       | N/A      |
| Spilling Loads on Roadways                                                | Sum/Must Appear             | \$100.00                           | \$150.00                       | \$200.00                       | 17-179       | N/A      |
| Trailers & Towed vehicles, safety hitches                                 | Sum/No Appear               | \$40.00                            | \$60.00                        | \$80.00                        | 17-180       | N/A      |
| Transport Alcoholic Beverage Driver                                       | Sum/No Appear               | \$150.00                           | \$200.00                       | \$250.00                       | 14-106       | 8-1599   |
| Transport Alcoholic Beverage Passenger                                    | Sum/No Appear               | \$150.00                           | \$200.00                       | \$250.00                       | 14-106       | 8-1599   |
| Unlawful Riding on Vehicles 14 & older                                    | Sum/No Appear               | \$40.00                            | \$60.00                        | \$80.00                        | 14-115       | 8-1343   |
| Unlawful Riding on Vehicles under 14                                      | Sum/No Appear               | \$40.00                            | \$60.00                        | \$80.00                        | 17-115       | 8-1578a  |
| Unlawful use of Driver's License                                          | Sum/Must Appear             | \$200.00                           | \$300.00                       | \$500.00                       | 19-199       | 8-260    |
| Unlawful Use of Wireless Communication Device                             | Sum/No Appear               | \$60.00                            | \$60.00                        | \$60.00                        | 14-126.2     | 8-15,111 |
| U-turn on curve or crest of grade                                         | Sum/No Appear               | \$40.00                            | \$60.00                        | \$80.00                        | 9-52         | 8-1546   |
| Vehicle for sale or on street repair, Prohibit                            | Sum/No Appear               | \$40.00                            | \$60.00                        | \$80.00                        | 13-88        | N/A      |
| For any offense not specifically listed herein, the minimum fine shall be | Sum/Must Appear             | \$100.00                           | \$200.00                       | \$300.00                       |              |          |

### Standard Traffic Ordinance – Infractions

| Description                                           | 1 <sup>st</sup> Offense | 2 <sup>nd</sup> Offense | 3 <sup>rd</sup> Offense | STO    | KSA    |
|-------------------------------------------------------|-------------------------|-------------------------|-------------------------|--------|--------|
| Blind pedestrian right of way                         | \$45.00                 | \$60.00                 | \$75.00                 | 11-73  | 8-1542 |
| Carrying articles on bicycle; one hand on handle bars | \$45.00                 | \$60.00                 | \$75.00                 | 15-132 | 8-1591 |
| Clinging to other vehicle                             | \$45.00                 | \$60.00                 | \$75.00                 | 15-130 | 8-1589 |
| Coasting                                              | \$45.00                 | \$60.00                 | \$75.00                 | 14-109 | 8-1580 |
| Defective brakes                                      | \$45.00                 | \$60.00                 | \$75.00                 | 17-173 | 8-1734 |
| Defective headlamps                                   | \$45.00                 | \$60.00                 | \$75.00                 | 17-146 | 8-1705 |
| Defective horn, muffler, mirrors or tires             | \$45.00                 | \$60.00                 | \$75.00                 | 18-191 | 8-1810 |



|                                                                                             |                                   |                                   |                                   |            |            |
|---------------------------------------------------------------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|------------|------------|
| Defective mirror                                                                            | \$45.00                           | \$60.00                           | \$75.00                           | 17-176     | 8-1740     |
| Defective motorcycle lamp                                                                   | \$45.00                           | \$60.00                           | \$75.00                           | 18-183     | 8-1801     |
|                                                                                             |                                   |                                   |                                   |            |            |
| <b>Description</b>                                                                          | <b>1<sup>st</sup><br/>Offense</b> | <b>2<sup>nd</sup><br/>Offense</b> | <b>3<sup>rd</sup><br/>Offense</b> | <b>STO</b> | <b>KSA</b> |
| Defective motorcycle or motor-driven cycle brakes                                           | \$45.00                           | \$60.00                           | \$75.00                           | 18-189     | 8-1807     |
| Defective motorcycle reflector                                                              | \$45.00                           | \$60.00                           | \$75.00                           | 18-185     | 8-1803     |
| Defective motorcycle stop lamps and turn signals                                            | \$45.00                           | \$60.00                           | \$75.00                           | 18-186     | 8-1804     |
| Defective motorcycle tail lamp                                                              | \$45.00                           | \$60.00                           | \$75.00                           | 18-184     | 8-1802     |
| Defective muffler                                                                           | \$45.00                           | \$60.00                           | \$75.00                           | 17-175     | 8-1739     |
| Defective multi-beam lighting                                                               | \$45.00                           | \$60.00                           | \$75.00                           | 18-187     | 8-1805     |
| Defective or improper use of horn or warning device                                         | \$45.00                           | \$60.00                           | \$75.00                           | 17-174     | 8-1738     |
| Defective reflector                                                                         | \$45.00                           | \$60.00                           | \$75.00                           | 17-148     | 8-1707     |
| Defective tail lamps                                                                        | \$45.00                           | \$60.00                           | \$75.00                           | 17-147     | 8-1706     |
| Defective wipers; obstructed windshield or windows                                          | \$45.00                           | \$60.00                           | \$75.00                           | 17-177     | 8-1741     |
| Disobey ped. Traffic control device                                                         | \$45.00                           | \$60.00                           | \$75.00                           | 11-63      | 8-1532     |
| Disobey traffic control device                                                              | \$75.00                           | \$105.00                          | \$135.00                          | 4-12       | 8-1507     |
| Drivers View Obstructed                                                                     | \$50.00                           | \$75.00                           | \$100.00                          | 14-108     | 8-1576     |
| Driving into intersection, crosswalk or crossing without sufficient space on other side     | \$45.00                           | \$60.00                           | \$75.00                           | 14-113     | 8-1584     |
| Driving on left in no-passing zone                                                          | \$75.00                           | \$105.00                          | \$135.00                          | 8-44       | 8-1520     |
| Driving on left side of roadway                                                             | \$75.00                           | \$105.00                          | \$135.00                          | 7-38       | 8-1514     |
| Driving on Left side where curve, grade, intersection railroad crossing, or obstructed view | \$75.00                           | \$105.00                          | \$135.00                          | 8-43       | 8-1519     |
| Driving on Sidewalk                                                                         | \$45.00                           | \$60.00                           | \$75.00                           | 14-116     | 8-1575     |
| Driving over fire hose                                                                      | \$45.00                           | \$60.00                           | \$75.00                           | 14-111     | 8-1582     |
| Driving through safety zone prohibited                                                      | \$45.00                           | \$60.00                           | \$75.00                           | 11-70      | 8-1539     |
| Driving without lights when needed                                                          | \$45.00                           | \$60.00                           | \$75.00                           | 17-144     | 8-1703     |
| Driving wrong way on one-way road                                                           | \$75.00                           | \$105.00                          | \$135.00                          | 8-45       | 8-1521     |
| Fail of certain vehicles to stop RR crossing                                                | \$195.00                          | \$255.00                          | \$315.00                          | 12-78      | 8-1553     |
| Fail to comply w/const. zone restrictions                                                   | \$105.00                          | \$150.00                          | \$195.00                          | 10-62      | 8-1531     |
| Fail to exercise due care to pedestrian                                                     | \$45.00                           | \$60.00                           | \$75.00                           | 11-66      | 8-1535     |
| Fail to obey railroad crossing signal                                                       | \$195.00                          | \$255.00                          | \$315.00                          | 12-76      | 8-1551     |
| Fail to stop railroad crossing stop sign                                                    | \$135.00                          | \$195.00                          | \$255.00                          | 12-77      | 8-1552     |
| Fail to yield pedestrian in crosswalk                                                       | \$75.00                           | \$105.00                          | \$135.00                          | 11-64      | 8-1533     |
| Fail to yield ROW from stop/yield sign                                                      | \$75.00                           | \$105.00                          | \$135.00                          | 10-59      | 8-1528     |
| Fail to Yield ROW to emergency vehicle                                                      | \$195.00                          | \$285.00                          | \$375.00                          | 10-61      | 8-1530     |
| Fail to yield ROW turning left                                                              | \$75.00                           | \$105.00                          | \$135.00                          | 10-58      | 8-1527     |
| Fail to yield ROW uncontrolled intersection                                                 | \$75.00                           | \$105.00                          | \$135.00                          | 10-57      | 8-1526     |
| Fail to Yield ROW upon entering road                                                        | \$75.00                           | \$105.00                          | \$135.00                          | 10-60      | 8-1529     |
| Fail to yield to emergency vehicle by pedestrian                                            | \$45.00                           | \$60.00                           | \$75.00                           | 11-72      | 8-1541     |
| Fail to yield to pedestrian on sidewalk                                                     | \$45.00                           | \$60.00                           | \$75.00                           | 11-71      | 8-1540     |
| Failure to dim headlights                                                                   | \$75.00                           | \$105.00                          | \$135.00                          | 17-165     | 8-1725     |

|                                                                                                  |                                   |                                   |                                   |            |            |
|--------------------------------------------------------------------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|------------|------------|
| Failure to keep right to pass on-coming vehicle                                                  | \$75.00                           | \$105.00                          | \$135.00                          | 8-39       | 8-1515     |
| Following fire apparatus too closely                                                             | \$75.00                           | \$105.00                          | \$135.00                          | 14-110     | 8-1581     |
| Following too close                                                                              | \$75.00                           | \$105.00                          | \$135.00                          | 8-47       | 8-1523     |
|                                                                                                  |                                   |                                   |                                   |            |            |
| <b>Description</b>                                                                               | <b>1<sup>st</sup><br/>Offense</b> | <b>2<sup>nd</sup><br/>Offense</b> | <b>3<sup>rd</sup><br/>Offense</b> | <b>STO</b> | <b>KSA</b> |
| Illegal Window Tint                                                                              | \$45.00                           | \$60.00                           | \$75.00                           | 17-181     | 8-1749a    |
| Impeding normal traffic by                                                                       | \$55.00                           | \$60.00                           | \$75.00                           | 7-34       | 8-1561     |
| Improper Backing                                                                                 | \$45.00                           | \$60.00                           | \$75.00                           | 14-117     | 8-1574     |
| Improper bicycle lamps broken or reflectors                                                      | \$45.00                           | \$60.00                           | \$75.00                           | 15-133     | 8-1592     |
| Improper crossover on divided highway                                                            | \$45.00                           | \$60.00                           | \$75.00                           | 8-48       | 8-1524     |
| Improper driving on laned roadway                                                                | \$75.00                           | \$105.00                          | \$135.00                          | 8-46       | 8-1522     |
| Improper hand signal                                                                             | \$45.00                           | \$60.00                           | \$75.00                           | 9-56       | 8-1550     |
| Improper lamp color of certain vehicles                                                          | \$45.00                           | \$60.00                           | \$75.00                           | 17-152     | 8-1711     |
| Improper Lamps and equipment on implements of husbandry, road machinery or animal drawn vehicles | \$45.00                           | \$60.00                           | \$75.00                           | 17-158     | 8-1718     |
| Improper lamps on Parked Vehicle - Improper lamps etc. on farm tractor or slow moving vehicle    | \$45.00                           | \$60.00                           | \$75.00                           | 17-157     | 8-1716     |
| Improper lamps or lights on emergency vehicle                                                    | \$45.00                           | \$60.00                           | \$75.00                           | 17-160     | 8-1720     |
| Improper lighting equipment on certain vehicles                                                  | \$45.00                           | \$60.00                           | \$75.00                           | 17-151     | 8-1710     |
| Improper lights on highway construction or maintenance vehicles                                  | \$45.00                           | \$60.00                           | \$75.00                           | 17-172     | 8-1731     |
| Improper method of giving notice of intention to turn                                            | \$45.00                           | \$60.00                           | \$75.00                           | 9-55       | 8-1549     |
| Improper motorcycle handlebars or passenger equipment                                            | \$75.00                           | \$105.00                          | \$135.00                          | 16-141     | 8-1597     |
| Improper mounting of reflectors and lamps on certain vehicles                                    | \$45.00                           | \$60.00                           | \$75.00                           | 17-153     | 8-1712     |
| Improper multiple-beam lights                                                                    | \$45.00                           | \$60.00                           | \$75.00                           | 17-164     | 8-1724     |
| Improper number of driving lamps                                                                 | \$45.00                           | \$60.00                           | \$75.00                           | 17-168     | 8-1728     |
| Improper operation of motorcycle on laned roadway                                                | \$75.00                           | \$105.00                          | \$135.00                          | 16-139     | 8-1595     |
| Improper operation of motorcycle; seats; passengers, bundles                                     | \$45.00                           | \$60.00                           | \$75.00                           | 16-138     | 8-1594     |
| Improper operation of snowmobile on highway                                                      | \$45.00                           | \$60.00                           | \$75.00                           | 14-114     | 8-1585     |
| Improper passing on right                                                                        | \$75.00                           | \$105.00                          | \$135.00                          | 8-41       | 8-1517     |
| Improper passing; increasing speed when passed                                                   | \$75.00                           | \$105.00                          | \$135.00                          | 8-40       | 8-1516     |
| Improper Pedestrian movement in walk                                                             | \$45.00                           | \$60.00                           | \$75.00                           | 11-67      | 8-1536     |
| Improper performance ability of brakes                                                           | \$45.00                           | \$60.00                           | \$75.00                           | 18-190     | 8-1808     |
| Improper riding of bicycle on roadway                                                            | \$45.00                           | \$60.00                           | \$75.00                           | 15-131     | 8-1590     |
| Improper road-lighting equipment on motor-driven cycle brakes                                    | \$45.00                           | \$60.00                           | \$75.00                           | 18-188     | 8-1806     |
| Improper school bus lighting equipment and warning devices                                       | \$45.00                           | \$60.00                           | \$75.00                           | 17-170     | 8-1730     |
| Improper single-beam headlights                                                                  | \$45.00                           | \$60.00                           | \$75.00                           | 17-166     | 8-1726     |
| Improper speed with alternate lighting                                                           | \$45.00                           | \$60.00                           | \$75.00                           | 17-167     | 8-1727     |
| Improper stop lamp or turn signal                                                                | \$45.00                           | \$60.00                           | \$75.00                           | 17-149     | 8-1708     |
| Improper stop or turn signal                                                                     | \$45.00                           | \$60.00                           | \$75.00                           | 17-161     | 8-1721     |
| Improper tires                                                                                   | \$45.00                           | \$60.00                           | \$75.00                           | 17-178     | 8-1742,a   |
| Improper turn or approach                                                                        | \$75.00                           | \$105.00                          | \$135.00                          | 9-49       | 8-1545     |
| Improper use of roadway by pedestrian                                                            | \$45.00                           | \$60.00                           | \$75.00                           | 11-68      | 8-1537     |

| Improper U-turn                                                                 | \$75.00                    | \$105.00                   | \$135.00                   | 9-51     | 8-1546   |
|---------------------------------------------------------------------------------|----------------------------|----------------------------|----------------------------|----------|----------|
| Improper vehicular hazard warning lamp                                          | \$45.00                    | \$60.00                    | \$75.00                    | 17-162   | 8-1722   |
| Improper visibility of reflectors and lamps on certain vehicles                 | \$45.00                    | \$60.00                    | \$75.00                    | 17-154   | 8-1713   |
| Improper wide-based single tires                                                | \$75.00                    | \$105.00                   | \$135.00                   | 17-178.1 | 8-1742b  |
|                                                                                 |                            |                            |                            |          |          |
| Description                                                                     | 1 <sup>st</sup><br>Offense | 2 <sup>nd</sup><br>Offense | 3 <sup>rd</sup><br>Offense | STO      | KSA      |
| Jay walking                                                                     | \$45.00                    | \$60.00                    | \$75.00                    | 11-65    | 8-1534   |
| Lamps or Flags on Projecting Loads                                              | \$75.00                    | \$105.00                   | \$135.00                   | 17-156   | 8-1715   |
| Motorcycle clinging to other vehicle                                            | \$45.00                    | \$60.00                    | \$750.00                   | 16-140   | 8-1596   |
| Motorcycle helmet and eye protection requirements                               | \$45.00                    | \$60.00                    | \$75.00                    | 16-142   | 8-1598   |
| Moving heavy equip at RR crossing                                               | \$75.00                    | \$105.00                   | \$135.00                   | 12-79    | 8-1554   |
| Not riding on bicycle seat; too many persons on bicycle                         | \$45.00                    | \$60.00                    | \$75.00                    | 15-129   | 8-1588   |
| Overtaking and passing church bus                                               | \$195.00                   | \$285.00                   | \$375.00                   | 12-82    | 8-1556a  |
| Overtaking and passing school bus                                               | \$315.00                   | \$750.00                   | \$1,000.00                 | 12-81    | 8-1556   |
| Parental responsibility of child riding bicycle                                 | \$45.00                    | \$60.00                    | \$75.00                    | 15-127   | 8-1586   |
| Passing on left with insufficient clearance                                     | \$75.00                    | \$105.00                   | \$135.00                   | 8-42     | 8-1518   |
| Pedestrian soliciting rides or contributions                                    | \$45.00                    | \$60.00                    | \$75.00                    | 11-69    | 8-1538   |
| Pedestrian disobey railroad signals                                             | \$45.00                    | \$60.00                    | \$75.00                    | 11-75    | 8-1544   |
| Putting glass, etc. on highway                                                  | \$105.00                   | \$150.00                   | \$195.00                   | 14-112   | 8-1583   |
| Refusal to submit to preliminary breath test                                    | \$105.00                   | \$150.00                   | \$195.00                   | 6-30.2   | 8-1012   |
| Riding in house trailer                                                         | \$45.00                    | \$60.00                    | \$75.00                    | 14-124   | 8-1578   |
| Speeding on motor driven motorcycle                                             | \$75.00                    | \$105.00                   | \$135.00                   | 7-35     | 8-1562   |
| Unattended Vehicle                                                              | \$25.00                    | \$50.00                    | \$100.00                   | 14-107   | 8-1573   |
| Unauthorized additional lighting equipment                                      | \$45.00                    | \$60.00                    | \$75.00                    | 17-163   | 8-1723   |
| Unauthorized lights and devices on church or day-care bus                       | \$45.00                    | \$60.00                    | \$90.00                    | 17-171   | 8-1730a  |
| Unauthorized lights and signals                                                 | \$45.00                    | \$60.00                    | \$75.00                    | 17-169   | 8-1729   |
| Unauthorized sign, signal, marking or device                                    | \$45.00                    | \$60.00                    | \$75.00                    | 4-17     | 8-1512   |
| Unlawful operation of all-terrain vehicle                                       | \$75.00                    | \$105.00                   | \$135.00                   | 14-114.1 | 8-15,100 |
| Unlawful operation of a Micro Utility Truck                                     | \$75.00                    | \$105.00                   | \$135.00                   | 14-114.2 | 8-15,106 |
| Unlawful operation of a low-speed vehicle                                       | \$75.00                    | \$105.00                   | \$135.00                   | 14-114.3 | 8-15,101 |
| Unlawful operation of a Worksite Utility Vehicle                                | \$75.00                    | \$105.00                   | \$135.00                   | 14-114.5 | 8-15,109 |
| Unlawful riding on vehicle                                                      | \$75.00                    | \$105.00                   | \$135.00                   | 17-143   | 8-1701   |
| Unlawful use of spot, fog or auxiliary lamp                                     | \$45.00                    | \$60.00                    | \$75.00                    | 17-159   | 8-1719   |
| Unsafe opening of vehicle door                                                  | \$45.00                    | \$60.00                    | \$75.00                    | 14-123   | 8-1577   |
| Unsafe speed for prevailing conditions                                          | \$105.00                   | \$135.00                   | \$165.00                   | 7-32     | 8-1557   |
| Unsafe starting of stopping vehicle                                             | \$45.00                    | \$60.00                    | \$75.00                    | 9-53     | 8-1547   |
| Unsafe turning or stopping, failure to give proper signal; unlawful turn signal | \$75.00                    | \$105.00                   | \$135.00                   | 9-54     | 8-1548   |
| Using headphones/TV while driving                                               | \$45.00                    | \$60.00                    | \$75.00                    | 14-103   | 8-1748   |
| Vehicle enter roadway private drive w/o stop                                    | \$75.00                    | \$105.00                   | \$135.00                   | 12-80    | 8-1555   |
| Violating flashing traffic signals                                              | \$75.00                    | \$105.00                   | \$135.00                   | 4-15     | 8-1510   |
| Violating lane-control signal                                                   | \$75.00                    | \$105.00                   | \$135.00                   | 4-16     | 8-1511   |

|                                     |         |          |          |      |        |
|-------------------------------------|---------|----------|----------|------|--------|
| Violating pedestrian control signal | \$45.00 | \$60.00  | \$75.00  | 4-14 | 8-1509 |
| Violating traffic control signal    | \$75.00 | \$105.00 | \$135.00 | 4-13 | 8-1508 |

## Municipal Code and Other Violations

| Description                                  | Booking Procedure | 1 <sup>st</sup> Offense | 2 <sup>nd</sup> Offense  | 3 <sup>rd</sup> Offense  | Mun Code   | KSA     |
|----------------------------------------------|-------------------|-------------------------|--------------------------|--------------------------|------------|---------|
| Angular Parking downtown                     | Sum/No Appear     | \$40.00                 | \$60.00                  | \$80.00                  | 58 59      | N/A     |
| Animals at Large-(except dog)                | Sum/No Appear     | \$40.00                 | \$60.00                  | \$80.00                  | 10 1       | N/A     |
| Bicycle/Skateboard Violation                 | Sum/No Appear     | \$25.00                 | \$50.00                  | \$100.00                 | 50 23      | N/A     |
| Burning within the City Limits               | Sum/Must Appear   | \$100.00                | \$100.00                 | \$100.00                 | 34-20      | N/A     |
| Careless Driving – IA involved               | Sum/Must Appear   | \$300.00                | \$450.00                 | \$600.00                 | 58 27      | N/A     |
| Careless Driving – NIA involved              | Sum/No Appear     | \$100.00                | \$150.00                 | \$300.00                 | 58 27      | N/A     |
| Careless Driving – No Accident Inv           | Sum/No Appear     | \$40.00                 | \$60.00                  | \$80.00                  | 58 27      | N/A     |
| City Pond Violations                         | Sum/No Appear     | \$40.00                 | \$60.00                  | \$80.00                  | 50 351     | N/A     |
| Curfew violation                             | See Special       | \$100.00 Sum/No Appear  | \$150.00 Sum/Must Appear | \$200.00 Sum/Must Appear | 42-24      | N/A     |
| Defacement of Property                       | Sum/Must Appear   | \$150.00                | \$250.00                 | \$350.00                 |            |         |
| Disturbing the peace                         | Sum/No Appear     | \$50.00                 | \$75.00                  | \$100.00                 | 42-22      | N/A     |
| Dog at Large                                 | Sum/No Appear     | \$60.00                 | \$80.00                  | \$100.00                 | 10 34      | 47-122  |
| Dogs Staked or Tethered                      | Sum/Must Appear   | \$60.00                 | \$80.00                  | \$100.00                 | 10 35      | N/A     |
| Enclosures (for swimming pools) (IPMC 303.2) | Sum/Must Appear   | \$300.00                | \$400.00                 | \$500.00                 |            |         |
| Failure to Appear                            | Arrest/Bond       | \$25.00                 | \$25.00                  | \$25.00                  | 42-21      | 21-5915 |
| Failure to Maintain Property                 | Sum/Must Appear   | \$100.00                | \$200.00                 | \$300.00                 | IPMC 302.1 |         |
| Failure to Mow (IPMC 302.1)                  | Sum/Must Appear   | \$100.00                | \$100.00                 | \$100.00                 |            |         |
| Failure to Pull a Permit (R105.1)            | Sum/Must Appear   | \$300.00                | \$400.00                 | \$500.00                 |            |         |
| Food Preparation (IPMC 404.7)                | Sum/Must Appear   | \$300.00                | \$400.00                 | \$500.00                 |            |         |
| Illegal Out-of-State Tag                     | Sum/No Appear     | \$100.00                | \$150.00                 | \$300.00                 | 58-24(6)   | 8-1,138 |
| Illegal Roof Overlay (R907.3)                | Sum/Must Appear   | \$350.00                | \$350.00                 | \$350.00                 |            |         |
| Illegal/Expired Tag                          | Sum/No Appear     | \$100.00                | \$150.00                 | \$300.00                 | 58-24      | 8-142   |
| Infestation (IPMC 309.1) Commercial          | Sum/Must Appear   | \$500.00                | \$600.00                 | \$700.00                 |            |         |
| Infestation (IPMC 309.1) Residential         | Sum/Must Appear   | \$200.00                | \$300.00                 | \$400.00                 |            |         |
| Littering                                    | Sum/No Appear     | \$50.00                 | \$75.00                  | \$100.00                 | 42 26      | 21-5815 |
| Motor Vehicles (IPMC 302.8)                  | Sum/Must Appear   | \$200.00                | \$300.00                 | \$400.00                 |            |         |
| No Vaccination of Animal/Rabies Tag          | Sum/No Appear     | \$40.00                 | \$60.00                  | \$80.00                  | 10 7       | N/A     |
| Noisy Dogs                                   | Sum/No Appear     | \$40.00                 | 60..00                   | \$80.00                  | 10 36      | N/A     |
| Nuisance                                     | Sum/No Appear     | \$100.00                | \$150.00                 | \$200.00                 | 42 27      | N/A     |
| Premise Cleaned                              | Sum/No Appear     | \$100.00                | \$150.00                 | \$200.00                 | 46-4       | N/A     |
| Premises Identification (IPMC 304.3)         | Sum/Must Appear   | \$50.00                 | \$75.00                  | \$100.00                 |            |         |

|                                                                   |                              |                               |                               |                               |                     |            |
|-------------------------------------------------------------------|------------------------------|-------------------------------|-------------------------------|-------------------------------|---------------------|------------|
| Probation Violation                                               |                              | \$50.00 fine<br>Def's \$ Only | ** \$500.00<br>After 12 hrs   | Cash Bond                     | 42-21               | 21-5915    |
| Prohibited Occupancy (IPMC 108.5)<br>Includes Dangerous Equipment | Sum/Must Appear              | \$400.00                      | \$500.00                      | \$600.00                      |                     |            |
| Rubbish/Garbage IPMC 308.1                                        | Sum/Must Appear              | \$50.00                       | \$75.00                       | \$100.00                      |                     |            |
| Site Violation-Number of Animals<br>Limited                       | Sum/No Appear                | \$60.00                       | \$80.00                       | \$100.00                      | 10 6                | N/A        |
|                                                                   |                              |                               |                               |                               |                     |            |
| <b>Description</b>                                                | <b>Booking<br/>Procedure</b> | <b>1<sup>st</sup> Offense</b> | <b>2<sup>nd</sup> Offense</b> | <b>3<sup>rd</sup> Offense</b> | <b>Mun<br/>Code</b> | <b>KSA</b> |
| Transfer of Ownership (IPMC 107.6)                                | Sum/Must Appear              | \$300.00                      | \$400.00                      | \$500.00                      |                     |            |
| Truck parking residential zone                                    | Sum/No Appear                | \$40.00                       | \$60.00                       | \$80.00                       | 58 58               | N/A        |
| Truck Route Violation                                             | Sum/No Appear                | \$100.00                      | \$150.00                      | \$200.00                      | 58 78               | N/A        |
| Unauthorized Tampering (IPMC 107.4)                               | Sum/Must Appear              | \$200.00                      | \$300.00                      | \$400.00                      |                     |            |
| Unlawful Placard Removal (IPMC<br>108.4.1)                        | Sum/Must Appear              | \$400.00                      |                               |                               |                     |            |
| Unsafe Conditions (IPMC 304.1.1)                                  | Sum/Must Appear              | \$100.00                      | \$150.00                      | \$200.00                      |                     |            |
| Vicious/Biting Dog                                                | Sum/Must Appear              | \$150.00                      | \$225.00                      | \$300.00                      | 10 37               | 21-6418    |
| Window peeping                                                    | Sum/Must Appear              | \$100.00                      | \$200.00                      | \$300.00                      | 42-23               | N/A        |
| Water Conservation                                                | Sum/No Appear                | \$250.00                      | \$500.00                      | \$500.00                      | 62-203(b)           |            |

|                                                                              |                              |                               |                               |                               |                     |            |
|------------------------------------------------------------------------------|------------------------------|-------------------------------|-------------------------------|-------------------------------|---------------------|------------|
| <b>Description</b>                                                           | <b>Booking<br/>Procedure</b> | <b>1<sup>st</sup> Offense</b> | <b>2<sup>nd</sup> Offense</b> | <b>3<sup>rd</sup> Offense</b> | <b>Mun<br/>Code</b> | <b>KSA</b> |
| Bench Warrant Fee per case                                                   | xx                           | \$25.00                       | xx                            | xx                            | 2-361(b)            |            |
| Expungement Fee per case                                                     | xx                           | \$75.00                       | xx                            | xx                            | 2-361(e)            |            |
| For any offense not specifically listed<br>herein, the minimum fine shall be | Sum/Must Appear              | \$100.00                      | \$200.00                      | \$300.00                      |                     |            |

**Speeding**

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

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

# Parks and Facilities Rentals

## A. Agri-Business Building

- a. North Building .....\$125.00/Day
- b. South Building .....\$250.00/Day
- c. South Building with Kitchen .....\$300.00/Day
- d. Not-For-Profit Organization Use or Commission Sponsored Event .....\$200.00/Day
- e. Damage Deposit North Building (Non Refundable within 48 hours of event) .....\$100.00/Event
- f. Damage Deposit South Building (Non Refundable within 48 hours of event) .....\$250.00/Event
- g. Tennis Association.....\$6.00/Hour/Court

## B. Hogan

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

## C. Northwest Community Center

- a. Damage Deposit.....\$100.00
- b. Building Rental .....\$150.00/Day

## D. Senior Center Rental

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

## E. Table and Chair Rentals for Private Functions

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

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

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

# Parks and Facilities Special Event

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

## A. Special Event:

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

## B. Equipment/Services

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



# Parks and Facilities

## Riverview Cemetery

### C. Spaces:

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

### D. Services:

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

### E. Monuments:

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

### F. Miscellaneous:

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

# Police Department General Fees

## A. Reports

- a. Police Reports (Cover Sheet of Offense Report) .....No Charge
- b. Accident Report (Online) .....\$18.00

## B. Fingerprints

- a. Per Set .....\$20.00

## C. Electronic Media Form of Data .....\$25.00

## D. Open Records Request Fees (Search Cost/Hourly Rates (Minimum 15 Minutes):

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

# Neighborhood Services Fees

## A. Planning

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

## B. Zoning

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

## C. Board of Zoning Appeals

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

## D. Subdivision

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

## E. Miscellaneous

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

## F. Neighborhood Services

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

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

# Neighborhood Services Building and Construction

## Definitions:

Dwellings are defined per the 2015 International Residential Code:

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

## Multi-Unit Dwellings:

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

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

## City Utilities:

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

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

## Provisions:

The list below will be required:

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

# Neighborhood Services

## Permits and Licenses

### Building Permit Fees:

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

### Electrical Permit Fees:

|                       |                |
|-----------------------|----------------|
| Electrical Inspection | Based on Value |
|-----------------------|----------------|

### Plumbing Permit Fees:

|                              |                 |
|------------------------------|-----------------|
| Plumbing Inspections         | Based on Value  |
| New Septic System Inspection | \$100.00        |
| Sewer Tap & Service Line     | \$110.00 + Cost |

### Mechanical Inspections:

|                     |                |
|---------------------|----------------|
| Mechanical Inspect. | Based on Value |
|---------------------|----------------|

### Contractor Licenses:

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

# Public Services

## General Fees

### Disconnect Fee:

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

### Payment of Bills:

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

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



# Public Services

## Water Utility

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

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

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

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

**GENERAL FEES:****G. Inside City Limits:**

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



**H. Outside City Limits:**

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

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

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



# Public Services Stormwater Utility

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

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

# Public Services

## Sewer Utility

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

| Description                                | 2021    | 2022    | 2023    | 2024    | 2025    | 2026    |
|--------------------------------------------|---------|---------|---------|---------|---------|---------|
| Base Charge<br>(Includes first 2,000 Gal.) | \$22.85 | \$25.53 | \$28.54 | \$31.89 | \$32.61 | \$33.34 |
| Per Thousand Gallons<br>(Over 2,000 Gal.)  | \$4.27  | \$4.77  | \$5.33  | \$5.96  | \$6.09  | \$6.23  |

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

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

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

DRAFT

# Public Services

## Sanitation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

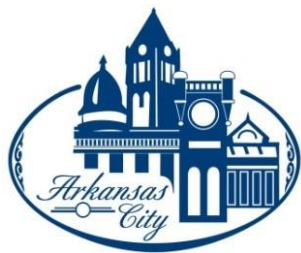
- The condition which has caused the violation; and
- That the customer shall have ten (10) days from the receipt of the Notice to abate the violation or make plans satisfactory to the Public Services Superintendent for the abatement of such violation.
- If the customer should fail to make the repairs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

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

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

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

I. A 16 yard dump trailer is available for residential customers upon signing a rental agreement and paying the fees in advance in the Finance Office. The setting fee is \$125.00. Every time the dump trailer is dumped and returned, there is an additional \$125.00 fee. The dump trailer will be placed for 3 days.



# City Commission Agenda Item

**Meeting Date:** December 6, 2022  
**From:** Randy Frazer, City Manager  
**Item:** Interlocal Cooperation Agreement for Countywide Economic Development Services.

**Purpose:** A Resolution authorizing the City of Arkansas City to extend the Interlocal Cooperation Agreement for the Provision of Countywide Economic Development Services for an additional one-year period and amend to include the County Administrator as a member of the Coordinating Council and Economic Development Advisory Committee. **(Voice Vote)**

**Background:**

The original agreement, dated June 17, 2017, was found to be and approved by the Attorney General of the State of Kansas as an Interlocal Agreement, and properly entered into pursuant to K.S.A. 12-2901, et seq.

Pursuant to Section IV of said Interlocal Agreement, the agreement allows for its extension of three years beyond the initial term which concludes on December 31, 2022, and in Section VII provides for amendments to the Agreement to be made in writing.

All parties desire to extend the agreement for an additional one-year period of time with review of the agreement prior to December 31, 2023 and amend to include the County Administrator as a member of the Coordinating Council and Economic Development Advisory Committee.

**Commission Options:**

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

**Fiscal Impact:**

Amount:

Fund: Department: Expense Code:

☐ Included in budget ☐ Grant ☐ Bonds ☐ Other (explain)

**Attachments:**

**Approved for Agenda by:**

A handwritten signature in black ink, appearing to read 'Randy Frazer', with a long horizontal line extending to the right.

---

Randy Frazer, City Manager



**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO EXTEND THE INTERLOCAL COOPERATION AGREEMENT FOR THE PROVISION OF COUNTYWIDE ECONOMIC DEVELOPMENT SERVICES FOR AN ADDITIONAL ONE-YEAR PERIOD AND AMEND TO INCLUDE THE COUNTY ADMINISTRATOR AS A MEMBER OF THE COORDINATING COUNCIL AND ECONOMIC DEVELOPMENT ADVISORY COMMITTEE.**

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

**SECTION ONE:** That the Governing Body of the City of Arkansas City hereby authorizes the Mayor and/or City Administration to execute an agreement to extend the Interlocal Cooperation Agreement for the Provision of Countywide Economic Development Services for an additional one-year period and amend to include the County Administrator as a member of the Coordinating Council and Economic Development Advisory Committee. A copy of such Agreement is attached hereto and incorporated by reference as if fully set forth herein.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 6<sup>th</sup> day of December, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-12-\_\_\_\_ of the City of Arkansas City, Kansas adopted by the governing body on December 6, 2022 as the same appears of record in my office.

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

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

**EXTENSION AND AMENDMENT OF**  
**INTERLOCAL COOPERATION AGREEMENT**  
**FOR THE PROVISION OF**  
**COUNTYWIDE ECONOMIC DEVELOPMENT SERVICES**

This extension and amendment to the Interlocal Cooperation Agreement heretofore entered on the \_\_\_\_ day of December 2022, by the County of Cowley County, Kansas; City of Arkansas City, Kansas; City of Winfield, Kansas; and Cowley College, and various agencies within Cowley County represented by RCB and Union State Bank, All parties to this amendment shall be known by the identifiers given in the original agreement.

WHEREAS, said original agreement, dated June 17, 2017, was found to be and approved by the Attorney General of the State of Kansas as an Interlocal Agreement, properly entered into pursuant to K.S.A. 12-2901, et seq.; and

WHEREAS, pursuant to Section IV of said Interlocal Agreement, the agreement allows for its extension of three years beyond the initial term which concludes on December 31, 2022, and in Section VII provides for amendments to the Agreement to be made in writing; and

WHEREAS, all parties to the agreement, desire to extend the agreement for an additional one-year period of time with review of the agreement prior to December 31, 2023 and

WHEREAS, Section II of the Agreement provides for a Coordinating Council and Economic Development Advisory Committee, the County Administrator has been appointed as a member of the Coordinating Council and Advisory Committee.

NOW, THEREFORE, it is agreed by and between the parties hereto the Interlocal Cooperation Agreement for the Provision of Countywide Economic Services dated June 20, 2017, be and it is hereby extended for a period of one year pursuant to Section IV of said agreement from December 31, 2022 to December 31, 2023 and amended to include the County Administrator as a member of the Coordinating Council and Economic Development Advisory Committee.

All other provisions of the Agreement shall remain in full force of the fact, except as specially modified herein.

\_\_\_\_\_  
ARKANSAS CITY MAYOR

ATTEST:

\_\_\_\_\_  
ARKANSAS CITY CLERK

\_\_\_\_\_  
WINFIELD MAYOR

ATTEST:

\_\_\_\_\_  
WINFIELD CITY CLERK

\_\_\_\_\_  
CHAIRMAN OF THE BOARD OF  
COWLEY COUNTY COMMISSIONERS

ATTEST:

\_\_\_\_\_  
COWLEY COUNTY CLERK

\_\_\_\_\_  
COWLEY COLLEGE PRESIDENT

ATTEST:

\_\_\_\_\_  
BOARD SECRETARY COWLEY COLLEGE

\_\_\_\_\_  
RCB PRESIDENT

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
UNION STATE BANK  
CHAIRMAN AND CEO

ATTEST:

\_\_\_\_\_  
Clerk

The foregoing extension and amendment to the Interlocal Cooperation Agreement for the creation and participation in the Cowley County Economic Development Agency is hereby approved in accordance with K.S.A. 12-2901 *et. Seq* on this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Derek Schmidt, Attorney General  
State of Kansas

**Interlocal Cooperation Agreement  
For The Provision of  
Countywide Economic Development Services**

This Interlocal cooperation agreement hereinafter referred to as the **Agreement** is made and entered into this 20<sup>th</sup> day of June 2017 by and between **Cowley County, Kansas**, a governmental subdivision of the State of Kansas organized and existing under the laws of the State of Kansas and hereinafter referred to as "**County**"; the **City of Arkansas City, Kansas**, a municipal corporation organized and existing under the laws of the State of Kansas and hereinafter referred to as "**Arkansas City**"; the **City of Winfield, Kansas**, a municipal corporation organized under the laws of the State of Kansas and hereinafter referred to as "**Winfield**" and **Cowley College**, an institution of higher education operating under the laws of the State of Kansas and hereinafter referred to as "**College**", and various agencies within Cowley County collectively referred to as "**Business Partners**" that are officially represented by RCB Bank and Union State Bank.

**PURPOSE**

The purpose of this agreement is to provide a legal foundation for "Cowley First: Cowley County Economic Development Partnership" and hereinafter referred to as **Cowley First**. Cowley First is a collaborative countywide economic development program to preserve and enhance the economic and business vitality of Cowley County, Kansas including the communities within it. Under this agreement, County will maintain and coordinate the Cowley First program and will otherwise undertake activities which either create jobs or increase the economic vitality of Cowley County through expanded residency or business investment as more fully described below.

**WHEREAS, PURSUANT TO THE AUTHORITY OF K.S.A. 12-2901 ET. SEQ., THE PARTIES AS PUBLIC AND PRIVATE AGENCIES HAVE THE AUTHORITY TO ENTER INTO THIS INTERLOCAL AGREEMENT, AND EACH SHALL HAVE THOSE POWERS, DUTIES AND FUNCTIONS AS SET FORTH IN SAID STATUTES AND AS OTHERWISE ALLOWED BY LAW.**

**NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN COUNTY, ARKANSAS CITY, COLLEGE, WINFIELD, AND BUSINESS PARTNERS AS FOLLOWS:**

**SECTION ONE**

**Retention of County To Maintain & Coordinate the Cowley First Program.**

The parties to this agreement do hereby retain County for the purposes of maintaining and coordinating the Cowley First program consisting of paid staff and collaborative efforts with participating member organizations to support and promote the economic development of Cowley County. County will retain and/or assign staff and coordinate the collaborative efforts of participating members to operate the program and to ensure that the responsibilities of the Cowley First program are carried out in an efficient and effective manner to the extent of the resources provided under this agreement. County shall through a combination of paid staff and

collaborative efforts with participating member organizations maintain and coordinate the Cowley First program to foster and achieve the following:

1. To maintain a business climate conducive to the expansion and retention of existing businesses and industry within Cowley County. Maintain regular contact with firms within the communities, industrial parks and county to determine if there are opportunities with which the program might assist.
2. To promote, support and encourage creative local entrepreneurship, business incubation & small business development efforts to stimulate the start up of new businesses and industrial enterprises in the county that will import wealth into the local economy. To work with local school districts, universities, & community leaders to create entrepreneurship education programs & to enhance the local entrepreneurship culture.
3. To work with program partners to strengthen the quality and quantity of the local workforce.
4. To undertake targeted business recruitment efforts and to provide information and coordinate site visits for firms that might wish to investigate Cowley County as a desirable location in which to locate a new business operation. This activity will include:
  - a. responding to requests for assistance from the Kansas Department of Commerce as well as parties to this agreement
  - b. maintaining a high quality Cowley County Economic Development program website
  - c. developing, printing and distributing information pertinent to attracting new business and industrial firms to the county
  - d. providing a point of contact for phone calls, faxes, email, letters and personal visits relating to economic development
5. To encourage rural development through the expansion of tourism activities and initiatives in agritourism.
6. To assist community partners in their efforts to implement quality of life initiatives and efforts to enhance community appeal.
7. To work with program partners to formulate and execute strategic & long-range plans to enhance the economic viability and quality of life in Cowley County.

## SECTION TWO

### Program Governance

1. Coordinating Council: A nine (9) member Coordinating Council composed of a representative from each of Arkansas City, College, County, Winfield, RCB Bank, and Union State Bank, the Strother Field Commission, with two additional selected at-large representatives appointed by the permanent members of the Coordinating Council, will make up the Coordinating Council and shall act as an Executive Committee for the Cowley First program. The Coordinating Council, by mutual agreement, may amend the membership of the Council to adapt to program priorities and changing circumstances.

2. Economic Development Advisory Committee: To advise and assist County in maintaining and coordinating the Cowley First program a Cowley County Economic Development Advisory Committee shall be appointed. The Advisory Committee shall consist of the members of the Coordinating Council and one representative selected by each participating member organization listed below. The Coordinating Council, by mutual agreement, may amend the membership of the Economic Development Advisory Committee from time to time to reflect program priorities and to adjust to changing circumstances.

1. Arkansas City Area Chamber of Commerce
2. Ark City Industries
3. Southwestern College
4. Strother Field
5. Winfield Area Chamber of Commerce
6. Winfield Economic Development
7. At-Large Rural Eastern Cowley County – Selected by Advisory Committee
8. A-Large Rural Northern Cowley County – Selected by Advisory Committee
9. At-Large Industry/Entrepreneur Member – Selected by Advisory Committee
10. At-Large Industry/Entrepreneur Member – Selected by Advisory Committee
11. At-Large General Member – Selected by Advisory Committee
12. At-Large General Member – Selected by Advisory Committee
13. At-Large General Member – Selected by Advisory Committee

## SECTION THREE

### Reports and Funding

County will provide quarterly reports to the parties to this agreement and the participating member organizations on the activities and accomplishments under this agreement as well as the expenses for operation of Cowley First. It will also provide an annual report to the parties in May along with its request for funding for the following year's operation.

The Cowley First Director shall, each year, develop a budget setting forth the anticipated fiscal requirements of Cowley First and the anticipated revenues to defray those expenses. It shall submit the budget to the Coordinating Council each year for review and approval. Upon approval of the budget by the parties of this agreement, the cost of the budget not offset by other revenues shall be split equally between County, Arkansas City, Winfield and Business Partners. Funds received from College will be credited toward balance due by Business Partners. In

determining the cost share of the budget the parties may consider the provision of office equipment, shared staff and other in-kind support as a part of its contribution to the operation of Cowley First.

Payments to County shall be made quarterly in advance. In administering the budget of the program, County shall handle all disbursements and expenses in accordance with its normal accounting and disbursement procedures and will maintain sufficient records to determine the expenses incurred in fulfilling its responsibilities under this agreement.

## **SECTION FOUR**

### **Term of Agreement, Termination.**

This agreement shall operate from and after the date first above written until December 31, 2022. This agreement may be extended for an additional three (3) year period upon approval of all parties to the agreement. Any of the parties hereto may withdraw from this agreement by giving the other parties and the Coordinating Council written notice. Any party so withdrawing from this agreement by August 25<sup>th</sup> shall be obligated to pay its proportionate share as set forth in Section Three for the remainder of the calendar year. Any party so withdrawing from this agreement after August 25<sup>th</sup> shall pay its proportionate share for the remainder of the adopted budget year(s) following the date of notice of withdrawal from this agreement. The agreement may also be terminated by mutual agreement of all parties to the agreement. Upon termination, all assets and liabilities of Cowley First shall be identified and a closure agreement shall be negotiated by all parties and each will assume an equal share of the value and liability of the program or some other share if mutually agreed upon by all parties.

## **SECTION FIVE**

### **Approval and Authorization**

The Arkansas City, County, College, Winfield, and Business Partners as officially represented by RCB Bank and Union State Bank warrant and represent by execution of this agreement that this agreement has been approved by their governing bodies and by their legal counsel and that the agreement constitutes a legal, valid and binding obligation upon Arkansas City, College, County, Winfield, and Business Partners in accordance with its terms.

## **SECTION SIX**

### **Notices**

Any notice, request, demand or other communication required by this agreement shall be in writing and shall be deemed duly given if personally delivered or mailed by certified or registered mail, return receipt requested, postage prepaid to the following recipients and addresses:



City of Arkansas City  
Board of City Commissioners  
P.O. Box 778  
Arkansas City, KS 67005

City of Winfield  
Board of City Commissioners  
P.O. Box 646  
Winfield, KS 67156

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

Cowley College  
President  
125 S. Second Ave.  
Arkansas City, KS 67005

RCB Bank  
President & CEO  
P.O. Box 545  
Winfield, KS 67156

Union State Bank  
Chairman & CEO  
P.O. Box 928  
Arkansas City, KS 67005-0928

## **SECTION SEVEN**

### **Amendments**

This agreement may be amended in any or all respects but only by express, written agreement of the parties thereto authorized by action of the governing bodies of each of the parties in the same manner as the original agreement was approved and in accordance with the requirements of the Kansas Interlocal Cooperation Act.

## **SECTION EIGHT**

### **Binding Effect**

This agreement shall be binding upon and the benefits inured to the parties hereto and their respective representatives, heirs, successors and assigns.

## **SECTION NINE**

### **Applicable Law**

This agreement shall be governed and construed in accordance with the laws of the State of Kansas.

## **SECTION TEN**

### **Venue**

It is agreed by and between the parties that should any legal dispute arise concerning the validity and the effect of this agreement, or any breach of the agreement then the venue for such dispute shall be in the District Court of Cowley County, Kansas.

## **SECTION ELEVEN**

### **Severance**

If any section, subsection, paragraph, sentence, clause, phrase of this agreement should be determined to be invalid for any reason whatsoever by a court of competent jurisdiction such decision shall not affect the remaining provisions of the agreement, which shall remain in full force and effect and to this end the provisions of this agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the part or section declared invalid would be so declared.

## **SECTION TWELVE**

### **Effective Date**

This agreement shall take effect on the date first written above and be in force upon its execution by all parties hereto and upon approval by the Attorney General of the State of Kansas and upon filing of the agreement with the Register of Deeds of Cowley County and the Kansas Secretary of State.

## **SECTION THIRTEEN**

### **Sole and Only Agreement**

This agreement constitutes the entire and total agreement by and between the parties hereto with respect to the subject matter hereof, and as such it hereby supersedes any and all prior agreements, negotiations or discussions pertaining thereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

-----

ATTEST:

\_\_\_\_\_  
Duane L. Oestmann, Mayor  
City of Arkansas City

\_\_\_\_\_  
Lesley A. Shook, Arkansas City City Clerk

Reviewed and approved for form by:

\_\_\_\_\_  
Tamara Niles, Arkansas City Attorney

-----

**IN WITNESS WHEREOF**, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

-----

ATTEST:

\_\_\_\_\_  
Brenda Butters, Mayor  
City of Winfield

\_\_\_\_\_  
Brenda Peters, Winfield City Clerk

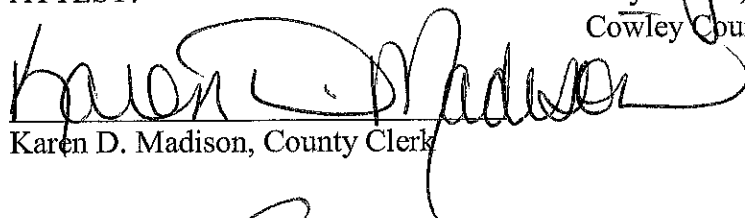
Reviewed and approved for form by:


\_\_\_\_\_  
William E. Muret, Winfield City Attorney

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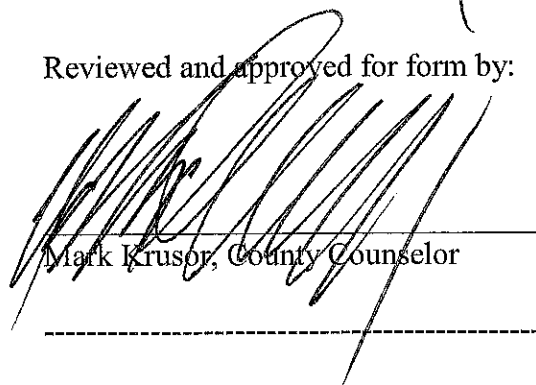
**IN WITNESS WHEREOF**, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

ATTEST:

  
Karen D. Madison, County Clerk

  
Wayne Wilt, Chairman  
Cowley County Board of Commissioners

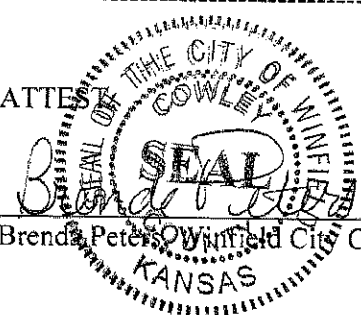
Reviewed and approved for form by:

  
Mark Krusor, County Counselor

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

-----

ATTEST



Brenda Peters  
Brenda Peters, Winfield City Clerk

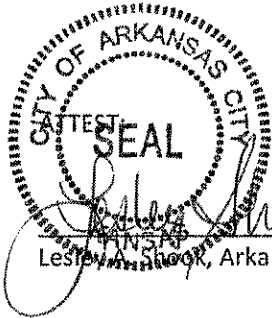
Brenda Butters  
Brenda Butters, Mayor  
City of Winfield

Reviewed and approved for form by:

William E. Muret  
William E. Muret, Winfield City Attorney

-----

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.



Lesley [Signature], Arkansas City City Clerk

A handwritten signature in cursive script.

Duane L. Oestmann, Mayor  
City of Arkansas City


Reviewed and approved for form by:

A handwritten signature in cursive script.

Tamara Niles, Arkansas City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

ATTEST:

  
Dr. Dennis Rittle, President  
Cowley College

  
Tiffany Vollmer, Board Clerk

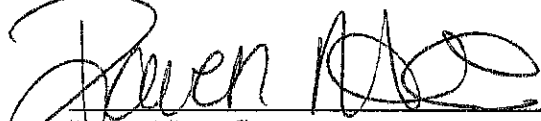
Reviewed and approved for form by:

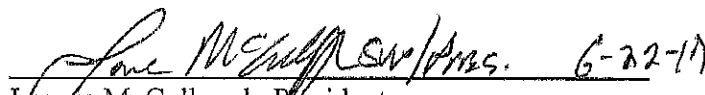
  
Davis W. Andreas, Board Attorney



~~IN WITNESS WHEREOF~~, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

ATTEST:

  
Raven Nuss, Secretary

 6-22-17  
Lonnie McCullough, President  
RCB Bank

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

ATTEST:

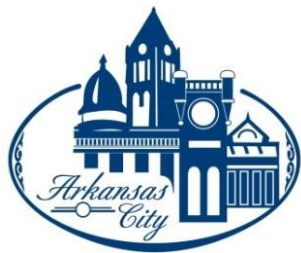
Eric Kurtz, President & CEO  
Eric Kurtz, President & CEO  
Union State Bank

David B. Marshall - Secretary  
David Marshall, Secretary

The foregoing interlocal cooperation agreement for the creation and participation in the Cowley County Economic Development Agency is hereby approved in accordance with KSA 12-2901 et seq. on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Derek Schmidt, Attorney General, State of Kansas



# City Commission Agenda Item

**Meeting Date:** December 7, 2022  
**From:** Randy Frazer, City Manager  
**Item:** Economic Development Consulting Services Renewal

**Purpose:** A Resolution authorizing the City of Arkansas City to renew the contract agreement with Retail Attractions, LLC for Economic Development Consulting Services, for an amount not to exceed \$48,000. **(Voice Vote)**

**Background:**

The Contract Agreement for Economic Development Consulting Services between the City of Arkansas City and Retail Attractions, LLC, expired November 3<sup>rd</sup> 2022.

In order to continue the professional consulting services provided to attract appropriate retail, residential, office, and other ancillary mixed use development to City subject to the terms and conditions specified in the original Agreement, written notification must be provide for continuation of services between both parties for an additional year.

**Commission Options:**

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

**Fiscal Impact:**

Amount: \$48,000.00 (\$4,000 payable monthly, split between funds)

Fund: **01-General** Department: **201-City Commission** Expense Code: **6214-Other Professional Services**

Fund: **16-Water** Department: **201-City Commission** Expense Code: **6214-Other Professional Services**

Fund: **18-Sewer** Department: **201-City Commission** Expense Code: **6214-Other Professional Services**

Fund: **19-Sanitation** Department: **201-City Commission** Expense Code: **6214-Other Professional Services**

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

**Approved for Agenda by:**

Randy Frazer, City Manager

**RESOLUTION NO. 2022-12-**

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO RENEW THE CONTRACT AGREEMENT WITH RETAIL ATTRACTIONS, LLC FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES, FOR AN AMOUNT NOT TO EXCEED \$48,000.**

**WHEREAS**, on November 3, 2020, the City Commission adopted Resolution No. 2021-11-3367 approving a contract agreement for Economic Development Consulting Services with Retail Attractions, LLC., and;

**WHEREAS**, On December 7, 2021, the City Commission adopted Resolution No. 2022-12-3448 authorizing a renewal for an additional twelve month period commencing November 3, 2021 and concluding November 3, 2022.

**WHEREAS**, the current contract agreement has expired and the city desires to renew the agreement for an additional twelve month period.

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

**SECTION ONE:** That the Governing Body of the City of Arkansas City hereby authorizes the City Manager to renew a contract agreement with Retail Attractions, LLC for Economic Development Consulting Services for an additional twelve month period commencing November 3, 2022 and concluding November 3, 2023.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 6<sup>th</sup> day of December, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-12-\_\_\_\_ of the City of Arkansas City, Kansas adopted by the governing body on December 6, 2022 as the same appears of record in my office.

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

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

**CONTRACT AGREEMENT  
FOR  
ECONOMIC DEVELOPMENT CONSULTING SERVICES**

**PART I. PARTIES**

THIS AGREEMENT is made on the 3 day of November, in the year 2020, between the CITY OF ARKANSAS CITY, KANSAS hereinafter called the CITY, and RETAIL ATTRACTIONS, LLC, hereinafter called the CONSULTANT for professional consulting services as more fully described herein in an effort to attract appropriate retail, residential, office, and other ancillary mixed use development to CITY, subject to the terms and conditions specified in this Agreement.

**PART II. TERM OF AGREEMENT**

CITY intends to contract CONSULTANT for professional economic development consulting services for a TWELVE (12) MONTH period commencing Nov. 3, 2020 and concluding Nov. 3, 2021. This Agreement is for a TWELVE (12) month period renewable for an additional twelve (12) month period(s) with mutually negotiated fees, terms, and conditions with written notification of continuation of services between both parties. However, CITY or CONSULTANT may terminate this Agreement as described in Part VII, Paragraph 1.

**PART III. SCOPE OF SERVICES**

CONSULTANT shall provide the following services:

1. Consultant will research, analyze, and collate a thorough and detailed market study that will prove up and validate retail and other development potential in the city and trade area. These reports will provide detailed demographic information, housing and residential data, income data and potential, ethnicity, age, and educational data, projected growth, and retail leakage and sales, as well as retail voids in the market area. Reports will contain the very latest data available and are pulled from the same data sources that national retail and restaurant development professionals currently access. The market reports include city limits; five (5), ten (10) and fifteen (15) mile radius reports. In addition to the radius data, drive times in increments of ten (10), fifteen (15), and thirty (30) minutes will also be included. A twenty (20) mile radius or a custom trade area report will also be included depending on your market geography, consumer access into the market, and other factors. The decision to provide the custom trade area or twenty mile radius will be determined after initial findings are evaluated. These detailed market reports will provide insight into the development potential for retail, office, medical and health services, hospitality, and residential (single family and multi-family) growth potential. These reports will be updated with every new release of data from our data suppliers though the

duration of the contract. [Data is usually released two to three times a year]. CONSULTANT will provide all data to city personnel as designated in this agreement. Data and market reports will be stored on our servers and will be available via the internet. City will own the data.

2. CONSULTANT will prepare a summary for Consultant's use to highlight the key demographics and attributes of the trade area. This marketing material will include a map of the trade area, and a condensed summary of market data and will be used to introduce the City's community to Consultant's extensive network of commercial and residential developers and retail, restaurant, hotel, and corporate tenants.
3. CONSULTANT will bring broad-based experience and knowledge of incentives and their practical applications to craft development agreements that will profit both the private and public sectors and truly encourage new investment. CONSULTANT will work with city staff to develop incentive packages that are advantageous to the City and the prospective businesses with priority given to needs of the local municipality. City administrators and elected officials should be prepared to deal with incentive requests from developers and retail and restaurant tenants in this very competitive economy.
4. CONSULTANT will work with city staff members, city officials and other agents of the City as designated by the City to identify recruitment targets that will meet the long term needs of the city and will be targeted in response to the leakage gaps identified. Also, Consultant's initial strategy will be to identify and target retail and restaurant entities that will draw consumers from outside the market area into city trade area. In addition to targeted retail and restaurant tenants, CONSULTANT will also work toward hotel/motel and other hospitality uses, mixed uses including medical, professional office, warehouse, and residential development as well as industrial and manufacturing deals through our ongoing relationship and work with national economic development professionals and site selectors.
5. CONSULTANT will actively recruit targets identified and approved by City and supported by data. Recruitment efforts will be through personal contact, mail, email, International Council of Shopping Centers ("ICSC") events, other retail and development conferences and development/industry contacts continually throughout the term of this contract.
6. CONSULTANT will work directly with our extensive network of developers to create interest in the market, define development opportunities and



coordinate/attend meetings with City and private sector investors. When timing indicates a deal with a target is imminent or when a target's response indicates the need to intensify our efforts, CONSULTANT will be available to mediate, schedule site tours and meetings and work to close the deal.

7. CONSULTANT will represent the city at the International Council of Shopping Centers conference in Texas and the International Council of Shopping Centers RECon conference in Las Vegas in May, and other ICSC and Retail Live! Conferences and other economic development conferences as they occur. Many of these events may be held virtually due to Covid-19 restrictions.
8. CONSULTANT will provide monthly updates to City's designated contact. As deemed necessary and requested by the Mayor or City Manager, Consultant will be present for public and private meetings in the City to provide status updates on the performance of services under this agreement, specialized training, meet with civic clubs, and meet with city staff and elected officials and other appropriate citizen groups, as CONSULTANT'S schedule allows. CONSULTANT will make every effort possible to meet City's scheduling.
9. CONSULTANT will bid any specialized marketing materials (printed or video) for local development sites, web updates, retail specific web sites, traffic counts, aerial photography, and grant research and writing under separate bids. The commitment of the City for the purchase of any such materials shall be in advance of the order or purchase of said materials in order to bind the City to the payment of the purchase. City's authorization for purchase shall be in written form, signed by the Mayor and City Clerk, evidencing its advance approval for purchase.
10. Standard marketing materials to be developed and supplied by the Consultant as a standard component of this agreement at no additional charge apart from the compensation stated in this agreement are as follows:

Deliverables include market reports for the following geographies: City Limits; Five (5), Ten (10), Fifteen (15) Mile Radius reports, Twenty (20) Mile Radius report; Ten (10) Fifteen (15) and Thirty Minute (30) Drive Time Reports. Void Analysis on each geography, Opportunity Gap (Leakage Report) on each geography. Consultant shall be provided by the City with a complete copy of the City's current Comprehensive Plan. Consultant shall endeavor in its economic development efforts to market the City in harmony with the objectives of the City's Comprehensive Plan.



11. Consultant and City acknowledge that the marketing and recruitment efforts of the Consultant and City with potential businesses interests often times involves various degrees of protection of sensitive information as confidential information. Additionally, Consultant and City acknowledge the necessity of stream lined and well defined lines of communication as being important to orderly and effective planning and the execution of planning in economic development activities. In the interest of the protection of sensitive information and for the effective use of time and coordination of efforts communications from the City to the Consultant and from the Consultant to the City shall be limited. Communications with the Consultant by the City shall be limited to communications directed through the Mayor or the City Manager. Communications from the Consultant to the City shall be directed to the Mayor or the City Manager. When appropriate and reasonably necessary the Mayor or the City Manager may authorize communications between the Consultant and other designated City officials or staff.

**Amendments to the above Scope of Services may be made as necessary, provided that such Amendments are agreed to in writing by both parties.**

#### PART IV. CONSULTANT'S FEES

1. CITY shall pay CONSULTANT for the Scope of Services described in Part III as follows:

Commencing on \_\_\_\_, 2020

|                                                                                                                                                                                                                         |                        |                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------------|
| Retainer ( paid monthly ) on the first day of the month for length of contract                                                                                                                                          | \$4000.00<br>per month | \$48,000 total<br>for 12 month<br>initial term of<br>contract |
| CITY pays all travel and expenses, (travel and expenses shall be approved by CITY prior to Consultant incurring expenses for same. Expenses may include but not necessarily be limited to air fare, lodging, and meals) |                        |                                                               |

CITY shall pay CONSULTANT, a monthly retainer in the amount of FOUR THOUSAND DOLLARS (\$4000.00) due on the First day of the month of contracted scope of work.

#### **PART V. CITY'S RESPONSIBILITIES**

**CITY shall:**

1. Assist CONSULTANT by placing at his disposal all available pertinent information, including previous reports and any other data as required for performance of CONSULTANT'S Scope of Services. Retail Attractions, LLC will execute a confidentiality agreement with CITY. CITY will provide Retail Attractions, LLC monitored access to sales revenue data to analyze, but any release of sales revenue information must have CITY approval.
2. Represent that CONSULTANT shall be entitled to rely on the accuracy and completeness of any documents or other materials provided by CITY to CONSULTANT; and that CONSULTANT's use of such documents and materials will not infringe upon any third parties' rights.
3. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.
4. Designate one or more representatives authorized to act on the CITY'S behalf with respect to the Agreement. CITY or such authorized representative(s) shall examine the documents submitted by the CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT'S services except for those decisions or actions that must go before the CITY'S Board of Commissioner's for approval.
5. In the event that CITY needs CONSULTANT to travel to other locations to attend special meetings (outside of or in addition to the proposed scope of work in this proposal, CITY will pay all related travel and expenses for CONSULTANT). Travel pay must be approved by CITY in writing.

#### **PART VI. NOTICES**

Reports and notices shall be made by CONSULTANT to CITY'S representative:

Randy Frazer, City Manager  
City of Arkansas City, KS  
P.O. Box 778  
Arkansas City KS 67005

Reports and notices shall be made by CITY to CONSULTANT or to CONSULTANT'S representative:

Mr. Rickey Hayes  
CEO  
Retail Attractions, LLC  
12150 East 96<sup>th</sup> Street, Suite 107  
Owasso, OK 74055

#### PART VII. MISCELLANEOUS PROVISIONS

1. Termination and Suspension. This Agreement may be terminated by either party for convenience or for cause. However, the terminating party must provide the other party no less than sixty (60) days prior, written notification of intent to terminate the Agreement.

CITY shall pay CONSULTANT for all the Services performed up to the date of termination.

The provisions of this Article shall also apply to each individual Amendment, separate and apart from any other Amendments, and without terminating or otherwise affecting this Agreement as a whole.

2. Ownership of Documents. Original documents developed in connection with services performed hereunder belong to, and remain the property of CITY. CONSULTANT shall store the originals and may retain reproducible copies of such documents.

All documents, including computer software prepared by CONSULTANT pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by CITY or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT. CITY shall hold harmless CONSULTANT and its sub-consultants, if any, against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse.

3. Successors and Assigns

CITY and CONSULTANT each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement.



Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and sub-contractors as he may deem appropriate to assist him in the performance of services hereunder.

4. Relation of Parties. The parties to this Agreement shall not constitute nor create an employer/employee relationship. CONSULTANT is an independent contractor responsible for all obligations relating to federal income tax, self-employment Medicare and FICA taxes and contributions and all other employer taxes and contributions.
5. Controlling Law. This agreement is to be governed by the Law of the State of Oklahoma. Venue shall be in Tulsa County, Oklahoma.
6. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to, court costs, deposition fees, expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.
7. Approval Not Waiver. Approval by CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, CONSULTANT'S employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work, nor shall that approval be deemed to be an assumption of that responsibility by the CITY for any defect in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, CONSULTANT'S employees, subcontractors, agents and consultants.
8. Compliance with Applicable Law. CONSULTANT, CONSULTANT'S consultants, agents, employees, and subcontractors shall comply with all applicable federal and state laws, the charter and ordinances of the CITY, and with all applicable rules and regulations promulgated by all local, state and national boards, bureaus, and agencies. CONSULTANT shall further obtain all permits and licenses required in the preparation of the work contracted for in any Amendments to this Agreement.

9. The scope of work outlined in this agreement shall in no way prohibit CONSULTANT from working with any other clients, or being compensated by other clients for work done while this agreement is in force in or out of the CITY.

10. This agreement shall require approval of the Mayor and City Council to be effective and obligatory upon the City. Termination of the agreement pursuant to the terms hereof by the City prior to the expiration of the term of the agreement shall be effective following City Council action taken to terminate same.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY:  
CITY OF Arkansas City, KS

By: Karen Welch

Date: 11-3-2020

CONSULTANT:  
RETAIL ATTRACTIONS, LLC

By: Rickey Hayes

Rickey Hayes, CEO

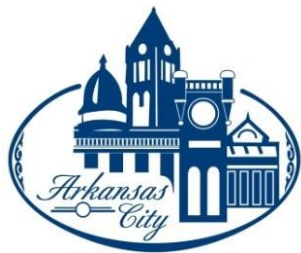
Date: 11/5/20

Approved as to form and legality:

[Signature]  
City Attorney

Approved by the City Council in open session on the 3 day of November, 2020.





# City Commission Agenda Item

**Meeting Date:** December 6, 2022  
**From:** Nick Rizzio, Municipal Project Manager  
**Item:** Downtown Alley Reconstruction 5<sup>th</sup> Ave to Adams Ave

**Purpose:** A Resolution authorizing the City of Arkansas City to accept a bid and approve the contract submitted by \_\_\_\_\_, to reconstruct the alley from 5<sup>th</sup> Ave to Adams Ave, for an amount not to exceed \_\_\_\_\_. **(Voice Vote)**

**Background:**

Sanitary sewer reconstruction blocks 81 & 82, Arkansas City, KS will be completed 60 calendar days after the date and time when contract time commences to run. Bids for the proposed construction will be received by City of Arkansas City December 2<sup>nd</sup>, 2022.

Recommended bid will be presented and approved to the City Commissioners at their meeting in the City Hall Commission room at 5:30pm Dec. 6<sup>th</sup>, 2022.

**Commission Options:**

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

**Fiscal Impact:**

Amount: \$ to be determined

Fund: **18-Sewer** Department: **661-Collections** Expense Code: **7402-Capital Improvements**

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

**Approved for Agenda by:**

Randy Frazer, City Manager

**RESOLUTION NO. 2022-12**

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A BID AND APPROVE THE CONTRACT SUBMITTED BY \_\_\_\_\_, TO RECONSTRUCT THE ALLEY FROM 5TH AVE TO ADAMS AVE, FOR AN AMOUNT NOT TO EXCEED \_\_\_\_\_.**

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby approves a bid submitted by \_\_\_\_\_, to reconstruct the alley from 5th Ave to Adams Ave, for an amount not to exceed \_\_\_\_\_.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 6th day of December, 2022.

(Seal)

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-12-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on December 6, 2022, as the same appears of record in my office.

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

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

**BID FORM**SMITH AND OAKES, INC. PROJECT No: **39-073**CONTRACT IDENTIFICATION: **SANITARY SEWER RECONSTRUCTION  
BLOCKS 81 & 82, ARKANSAS CITY, KS**PROJECT OWNER: **CITY OF ARKANSAS CITY, KANSAS**

This BID is submitted to: City of Arkansas City

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an agreement with the OWNER in the form included in the CONTRACT DOCUMENTS to perform and furnish all WORK as specified or indicated in the CONTRACT DOCUMENTS for the CONTRACT PRICE and within the CONTRACT TIME indicated in this BID and in accordance with the other terms and conditions of the CONTRACT DOCUMENTS.
2. This BID will remain subject to acceptance for thirty (30) days after the day of BID opening.
3. In submitting this BID, BIDDER represents, as more fully set forth in the CONTRACT AGREEMENT, that:

- (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE:ADDENDA NO.:

- (b) BIDDER is familiarized with the nature and extent of the CONTRACT DOCUMENTS, work, site, locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are included in the Bidding Documents and accepts the extent of the technical data contained in such reports and drawings upon which the BIDDER is entitled to rely.
- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (b) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the WORK at the CONTRACT PRICE, within the CONTRACT TIME and in accordance



with the other terms and conditions of the CONTRACT DOCUMENTS, and that no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- (e) BIDDER has reviewed and checked all information and data shown or indicated on the CONTRACT DOCUMENTS with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect to said underground facilities are or will be required by BIDDER in order to perform and furnish the WORK at the CONTRACT PRICE, within the CONTRACT TIME and in accordance with the other terms and conditions of the CONTRACT DOCUMENTS.
- (f) BIDDER has correlated the results of such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the CONTRACT DOCUMENTS.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that has been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by the ENGINEER is acceptable to the BIDDER.
- (h) BIDDER agrees to waive any claim it has or may have against the OWNER, the ENGINEER, and respective employees, arising out of or in connection with the administration, evaluation or recommendation of any BID.
- (i) This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID. BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the OWNER.

4. BIDDER shall complete the WORK for the following price(s):

| Item No. | Description In Words            | Approx. Quantities | Unit | Unit Prices In Figures | Amount In Figures |
|----------|---------------------------------|--------------------|------|------------------------|-------------------|
| 1.       | Mobilization                    | 1                  | LS   | \$_____                | \$_____           |
| 2.       | 8" Sanitary Sewer Pipe          | 589                | LF   | \$_____                | \$_____           |
| 3.       | Connect to Existing Pipe        | 4                  | EA   | \$_____                | \$_____           |
| 4.       | 4' Dia. Manhole                 | 3                  | EA   | \$_____                | \$_____           |
| 5.       | 4" Sewer Service Connection     | 18                 | EA   | \$_____                | \$_____           |
| 6.       | 7" Reinforced Concrete Pavement | 10,353             | SF   | \$_____                | \$_____           |
| 7.       | Site Clearing & Restoration     | 1                  | LS   | \$_____                | \$_____           |
| 8.       | Traffic Control                 | 1                  | LS   | \$_____                | \$_____           |
| 9.       | CCTV Inspection                 | 1                  | LS   | \$_____                | \$_____           |

BID AMOUNT \$\_\_\_\_\_

(In Words): \_\_\_\_\_

Quantities are not guaranteed. Final payment will be based on actual quantities.

5. BIDDER agrees that the WORK:

Will be substantially complete within **60 Calendar Days** after the date when the CONTRACT TIME commences to run and completed and ready for final payment within **90 Calendar Days** after the date when the CONTRACT TIME commences to run.

BIDDER accepts the provisions of the CONTRACT AGREEMENT as to liquidated damages in the event of failure to complete the WORK on time.

6. The following are attached to and made a condition of this BID:

(a) A tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in the BID.

7. Communications concerning the BID shall be addressed to:

Smith & Oakes, Inc.  
(620) 442-4756

8. The terms used in this BID which are defined in the General Conditions of the Construction Contract included as part of the CONTRACT DOCUMENTS have the meanings assigned to them in the General Conditions.

I certify that I am authorized to represent the contractor in preparing and presenting this proposal. I certify under penalty of perjury that the foregoing (including, but not limited to, the information contained in the required contract provisions referenced above) is true and correct.

SUBMITTED ON \_\_\_\_\_, 2022

By \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Title)

(CORPORATE SEAL)

Attest \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## CONTRACT AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2022 by and between  
City of Arkansas City, Kansas (hereinafter called OWNER) and  
 \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated on the PLANS. The WORK is generally described as follows:

#### **SANITARY SEWER RECONSTRUCTION BLOCKS 81 & 82, ARKANSAS CITY, KS**

### ARTICLE 2. ENGINEER

The Project has been designed by Smith and Oakes, Inc., who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the CONTRACT DOCUMENTS in connection with completion of the WORK in accordance with the CONTRACT DOCUMENTS.

### ARTICLE 3. CONTRACT TIME

- 3.1. The WORK shall be completed and ready for service by the dates indicated on the BID FORM.
- 3.2. Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this AGREEMENT and that OWNER will suffer financial loss if the WORK is not completed within the times specified in paragraph 3.1 above., ~~plus any extensions thereof justifiably allowed in accordance with Article 12 of the General Conditions.~~ They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the OWNER Six Hundred Dollars (\$600.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the WORK is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the CONTRACT TIME or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Six Hundred Dollars (\$600.00) for each calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

#### ARTICLE 4. CONTRACT PRICE

- 4.1 OWNER will pay CONTRACTOR for completion of the WORK in accordance with the CONTRACT DOCUMENTS in current funds as follows:

CONTRACTOR'S UNIT BID is attached.

#### ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment to the ENGINEER for review. Applications for Payment will be processed by the ENGINEER and submitted to the OWNER for Payment as indicated below.

- 5.1. Progress Payments: OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by the ENGINEER, on or about the 15th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values established in the BID FORM or, in the event there is no schedule of values, as provided in the General Requirements.

- 5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold as retainage.

90 percent of WORK completed. If WORK has been 50 percent completed as determined by ENGINEER, and if the character and progress of the WORK have been satisfactory to the OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the WORK remain satisfactory to them, there will be no additional retainage on account of WORK completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the WORK completed.

90 percent of materials and equipment not incorporated in the work (but delivered, suitably stored and accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens, and evidence the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER).

- 5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold.

- 5.2. Final Payment: Upon final completion and acceptance of the WORK, OWNER will pay the remainder of the Contract Price as recommended by the ENGINEER.

#### ARTICLE 6. INTEREST

All moneys not paid when due as provided above shall bear interest at the maximum rate allowed by law at the place of the Project.

#### ARTICLE 7. CONTRACTOR REPRESENTATIONS

In order to induce OWNER to enter into the AGREEMENT, CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR is familiarized with the nature and extent of the CONTRACT DOCUMENTS, work, site, locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.
- 7.2. CONTRACTOR has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are included in the Contract Documents and accepts the extent of the technical data contained in such reports and drawings upon which the CONTRACTOR is entitled to rely.
- 7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in 7.2 above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the WORK as CONTRACTOR considers necessary for the performance or furnishing of the WORK at the CONTRACT PRICE, within the CONTRACT TIME and in accordance with the other terms and conditions of the CONTRACT DOCUMENTS, ~~including specifically the provisions of paragraph 4.02 of the General Conditions;~~ and that no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- 7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the CONTRACT DOCUMENTS with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect to said underground facilities are or will be required by CONTRACTOR in order to perform and furnish the WORK at the CONTRACT PRICE, within the CONTRACT

TIME and in accordance with the other terms and conditions of the CONTRACT DOCUMENTS.

- 7.5. CONTRACTOR has correlated the results of such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the CONTRACT DOCUMENTS.
- 7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that has been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by the ENGINEER is acceptable to the CONTRACTOR.

#### ARTICLE 8. CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS which comprise the entire agreement between the OWNER and CONTRACTOR concerning the WORK consist of the following:

- 8.1. Drawings, consisting of a cover sheet and sheets numbered 1 through 14.
- 8.2 This CONTRACT AGREEMENT.
  - 8.2.1. BID FORM.
  - 8.2.2. Any documentation submitted by CONTRACTOR.

There are no CONTRACT DOCUMENTS other than those listed above in the ARTICLE 8.

#### ARTICLE 9. MISCELLANEOUS

- 9.1. All construction shall be to City of Wichita Standard Specifications, latest revision.
- 9.2. No assignment by a party hereto of any rights under or interests in the CONTRACT DOCUMENTS will be binding on another party hereto without the written consent of the party sought to be bound; specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the CONTRACT DOCUMENTS.
- 9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenant, agreements and obligations contained in the CONTRACT DOCUMENTS.

#### ARTICLE 10. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this AGREEMENT in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the CONTRACT DOCUMENTS have been signed or identified by the OWNER and CONTRACTOR or by ENGINEER on their behalf.

This AGREEMENT will be effective on \_\_\_\_\_

OWNER

CONTRACTOR

City of Arkansas City, Kansas

\_\_\_\_\_

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

By \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

City of Arkansas City

\_\_\_\_\_

P.O. Box 778 / 118 W. Central

\_\_\_\_\_

Arkansas City, Kansas 67005

\_\_\_\_\_

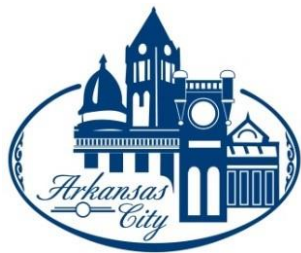
License No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

(If CONTRACTOR is a corporation,  
attach evidence of authority to  
sign)





# City Commission Agenda Item

**Meeting Date:** December 6, 2022  
**From:** Rod Philo, Environmental Services Superintendent  
**Item:** Engineering services for Offset Well 4 (Well 16)

**Purpose:** A Resolution approving a contract with Professional Engineering Consultants (PEC), Wichita, KS, for permitting, design, bidding assistance and construction administration for Well 16, for an amount not to exceed \$64,500.00 **(Voice Vote)**

**Background:**

PEC has performed the above services for Well 15 and 15 and is well qualified.

**Commission Options:**

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

**Fiscal Impact:**

Amount: \$64,000.00

Fund: **16-Water** Department: **651-Water Treatment Facility** Expense Code: **6214-Other Professional Services**

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

**Approved for Agenda by:**

Randy Frazer, City Manager

**RESOLUTION NO. 2022-12**

**A RESOLUTION APPROVING A CONTRACT WITH PROFESSIONAL ENGINEERING CONSULTANTS (PEC), WICHITA, KS, FOR PERMITTING, DESIGN, BIDDING ASSISTANCE AND CONSTRUCTION ADMINISTRATION FOR WELL 16, FOR AN AMOUNT NOT TO EXCEED \$64,500.00.**

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby approves a contract with Professional Engineering Consultants (PEC), Wichita, KS, for permitting, design, bidding assistance and construction administration for Well 16, for an amount not to exceed \$64,500.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 6th day of December, 2022.

(Seal)

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-12-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on December 6, 2022, as the same appears of record in my office.

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

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



October 24, 2022

Mr. Rod Philo, Environmental Services Superintendent  
City of Arkansas City  
118 W Central  
P.O. Box 778  
Arkansas City, KS 67005-0778

Reference: AGREEMENT for Arkansas City - Well No. 16  
Arkansas City, KS  
PEC Project No. 35-221014-000-0655

Dear Mr. Philo:

Professional Engineering Consultants, P.A. ("PEC") is pleased to provide professional services to City of Arkansas City ("Client") in connection with the referenced Project, and in accordance with this letter agreement ("Agreement"). The services to be performed by PEC ("the Services") are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

**Performance.** PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

**Client Responsibilities.** To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

**Payment.** Invoices will be submitted periodically and are due and payable net 30 days from invoice date. Unpaid balances past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys' fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

**Work Product.** PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

**Insurance.** PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

**Supplemental Agreements.** Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

**Differing, Concealed, or Unknown Conditions.** If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

**Fast-Track, Phased or Accelerated Schedule.** Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

**Force Majeure.** PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

**Construction Means; Safety.** PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

**Cost Estimates.** Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

**Termination.** Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

**Environmental Hazards.** Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

**Betterment.** PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**Dispute Resolution.** The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

**Jurisdiction; Venue; Governing Law.** To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

**Indemnity.** To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

**Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

**Assignment.** Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

**No Third-Party Beneficiaries.** This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

**Entire Agreement.** This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

**Severability.** If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Mr. Rod Philo  
City of Arkansas City  
Arkansas City - Well No. 16  
October 24, 2022  
Page 5

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

*Nicole D. Franken*

Nicole D. Franken, P.E.  
Project Manager

NDF:ev

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: *Michael D. Kelsey*, Signatory

Printed Name: Michael D. Kelsey, P.E.

Title: Principal/Municipal Division Manager

Date: October 24, 2022

ACCEPTED:

CITY OF ARKANSAS CITY

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

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

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

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

## EXHIBIT A

### A. Project Description.

1. The Project shall consist of Division of Water Resource (DWR) offset permitting assistance, DWR floodplain permitting as required, design, bidding assistance, and construction administration services for a new well, well equipment platform, and a meter vault constructed for Well No. 16 (replacement for Well No. 4). The existing well will be abandoned (by others) and the existing wellhouse will be demolished. The project will also include piping improvements to connect the proposed well to the existing raw water lines.
2. The platform will be designed to raise the electrical gear and wellhead above the 500-year flood elevation of approximately 1089 feet. The platform will not be enclosed – the electrical equipment will be designed for outdoor installation. A submersible pump will be installed as part of the project. The well pump will include a variable frequency drive that will be designed for elevated ambient temperatures. A generator will be installed as part of the project that will supply backup power to the Well No. 16 and future Well No. 17 (offset for Well No. 3). The generator will also be located on a platform above the 500-year flood elevation.
3. The Project delivery method is design-bid-build. The test hole and well installation contractor and hydrogeologist will be contracted directly with the City for the Project.

### B. Anticipated Project Schedule.

1. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed. A detailed schedule will be developed with the CLIENT during the project kickoff meeting.
2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

### C. Project Deliverables.

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
  - a) Preliminary Construction Documents, Plans, and Specifications
  - b) Final Construction Document, Plans and Specifications
  - c) Signed and sealed Geotechnical Report based on the Geotechnical Engineering Services below. Geotechnical Report shall be included as an Appendix in the Project Manual (specifications).

### D. Scope of Services.

1. Topographic Field Survey
  - a) Set inter-visible control points in area of construction. Obtain reference ties.
  - b) Set benchmark within building area for construction. Establish benchmark within the project area at 600' intervals related to specific project datum.
  - c) Show section lines and Right of Way lines.
  - d) Collect topographic survey data, including surface locations sufficient to provide 1'



contours per the project limits. Data collection of all surface features shall be adequate for surface modeling.

- e) Locate all above and below grade utility improvements.
- f) The coordinate base will be Kansas State Plane NAD 83(2011) South Zone and the elevations will be referenced to the NAVD 88 datum.
- g) Process survey notes for base plan preparation.
- h) Review record information and drawings for utilities, survey control stations and vertical datum marks.
- i) Locate Geotech boring and test hole locations and report locations on the base plan.
- j) Determine the base flood elevation and identify on the base plan.

## 2. Geotechnical Engineering Services

- a) Use an appropriate One-Call utility locate system prior to arriving onsite.
- b) One subsurface boring to a depth of 20 feet below existing grade or auger refusal for the platform footings and access drive design (two borings total).
- c) SPT sampling at the following intervals (feet below existing grade):
  - 1.5, 3.0, 6.0, 8.5, and at 5.0 intervals thereafter
- d) Relatively undisturbed soil samples (Shelby Tubes) will also be obtained.
- e) Grab/bulk samples from auger cuttings will be obtained depending on site conditions.
- f) Laboratory testing will be performed to determine the following index and engineering properties:
  - Moisture Content
  - Density
  - Atterberg Limits
  - Percent Passing #200 sieve
  - Swell/Consolidation
  - Unconfined compressive strength
- g) A Geotechnical Report that including boring logs, soil descriptions and classifications, groundwater elevations at the time of drilling, and laboratory test results.
- h) Geotechnical recommendations, including shallow foundation design parameters, access drive recommendations, earthwork, lateral earth pressures, excavation, soil stabilization, and controlled fill.
- i) Boreholes will be plugged with sodium bentonite, auger cuttings (spoils) and capped with similar materials.
- j) General cleanup of the site.

## 3. General Scope Items for Civil Services

- a) Participate in a virtual kickoff meeting to discuss project improvements.
- b) Attend up to two progress design meetings with CLIENT.
- c) Provide bidding assistance including advertising, distribution of document to prospective bidders, response to Contractor's questions and preparation, distribution of Addenda, and tabulation and review of bids.
- d) Provide Engineer's opinion of probable construction cost.
- e) Perform one construction observation site visit to establish substantial completion and development of a written punch list.
- f) Prepare DWR applications for change in point of diversion. Scope is based on offsetting of wells within the jurisdiction of the local DWR office. A supplemental agreement will address any additional time required if the local DWR office cannot process the change request.

- g) Coordinate work with the Division of Water Resources to determine if floodplain permitting is required. Submit required permitting document as required.

#### 4. Design Services

- a) One on-site meeting with design team to review site conditions and requirements.
- b) Coordinate with the driller (Layne) to complete test wells, test pumping, and water sampling.
- c) Process, structural, electrical, and controls design of municipal water supply well components, meter vault, and equipment platform. Controls shall include remote control of wells through the existing CLIENT SCADA system. Structural design to include design for two (2) steel platforms with guardrails, stairs, and secondary support for equipment. Preliminary pump design based on test well and geologist recommendations and final pump design based on pump testing on constructed well.
- d) Electrical engineering design including:
  - Coordinate with utility on electrical service design.
  - Design electrical service. It is assumed that the existing electrical service is sufficient for the new equipment installation.
  - Design interior and exterior building lighting systems.
  - Design building electrical distribution systems.
  - Design general purpose power and equipment connections.
  - Design local controls and interface with existing CLIENT SCADA.
  - Design emergency standby generator with provisions for connection to future offset of Well No. 3.
- e) Location specific design for the well including waterline pipe sizing and alignment to connect the well to the existing raw water system, site geometry/access, and site grading/drainage.
- f) Preparation of plans, specifications and construction cost estimates. Progress submittals shall be provided to the CLIENT for 30% and 90% design. A virtual design review meeting will be held with the CLIENT after submittal of each progress set.
- g) Prepare Public Water Supply permit application and submit with sealed plans and specifications to KDHE for review and approval. Address comments as required to obtain KDHE approval.
- h) Identify all utilities within the project limits and coordinate resolution of potential conflicts with each company.

#### 5. Construction Administration Services

- a) Conduct a pre-construction meeting with the CLIENT and Contractor.
- b) Make up to three (3) visits to the PROJECT site to determine Contractor's progress and general character of the work.
- c) Provide recommendations on decisions in accordance with the Contract Documents on questions regarding this work.
- d) Review materials test reports.
- e) Prepare Change Orders covering modifications or revisions, as needed.
- f) Review Contractor's pay applications.
- g) Conduct final inspection of the work to establish Substantial and prepare and distribute punchlist. Verify completion of all items through communication with CLIENT to establish Final Completion.
- h) Issue Certificate of Substantial Completion.
- i) Review shop drawings for systems and elements designed by PEC. Review period

will be 10 business days after received by PEC office unless other terms are agreed to by PEC and CLIENT.

- j) Respond to RFIs generated by the contracting team. Response will be provided in 7 working days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
- k) Preparation of record drawings of the construction improvements from red lined mark-ups provided by the contractor and Resident Project Representative. Record drawings shall be edited PDF files of the sealed drawings.

**E. Responsibilities of CLIENT.**

- 1. The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.
  - a) Provide access to project sites.
  - b) Review prepared permits, plans, and specifications.
  - c) Drawings, studies, reports, and other information available pertaining to the existing site and utilities.
  - d) Provide data, equipment information etc. for existing water supply wells.
  - e) Review prepared permits, plans, and specifications.
  - f) Provide required CLIENT utility locates.
  - g) The Owner shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed.

**F. Exclusions.**

- 1. The following shall be specifically excluded from the Scope of Services to be provided by PEC.
  - a) Construction material testing.
  - b) Offsite removal of soils.
  - c) Handling of contaminated soils.
  - d) Environmental assessments/clearances.
  - e) DWR well completion forms or other required communications.
  - f) Funding assistance.
  - g) Coordination or oversight of any additional field investigations/testing by drilling companies.
  - h) Structural Special Inspections, unless specifically noted in Scope of Services.
  - i) Boundary surveys.
  - j) Any permitting fees will be paid for directly by the Owner.

**G. Payment Provisions.**

- 1. PEC proposes to perform the Scope of Services on the basis of a lump sum fee of \$64,500.
- 2. Unless otherwise agreed upon, billings will be made once a month for work completed the previous month. Taxes are not included in stated fees. CLIENT shall reimburse PEC for any sales, use and value-added taxes, which apply to these services.



# City Commission Agenda Item

**Meeting Date:** December 6, 2022  
**From:** Rod Philo, Environmental Superintendent  
**Item:** Drill offset to Well 4 (Well 16)

**Purpose:** A Resolution authorizing the City of Arkansas City to accept a proposal submitted by Layne Christensen Company, Kansas City, KS, to drill an offset to Well 4, for an amount not to exceed \$221,055.00 **(Voice Vote)**

**Background:**

Well 4 was drilled in 1940 with a concrete screen subject to failure at this age. The 1940 well house is not large enough to install a water meter meeting the required straight pipe distance both before and after the meter. Once the water meter requirement is met an additional 198.782 million gallons per year water right is available from the new well.

Drilling an offset to Well 4 for increased yield, efficiency, reliability, elevation to 100 year flood level, backup power and when completed with a flow meter at the well site, meeting Division of Water Resources (DWR) requirement an additional water right can be utilized.

**Commission Options:**

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

**Fiscal Impact:**

Amount: \$221,055.00

Fund: **16-Water** Department: **651-Water Treatment Facility** Expense Code: **6212-Payments to Contractors**

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

**Approved for Agenda by:**

Randy Frazer, City Manager

**RESOLUTION NO. 2022-12**

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A PROPOSAL SUBMITTED BY LAYNE CHRISTENSEN COMPANY, KANSAS CITY, KS, TO DRILL AN OFFSET TO WELL 4, FOR AN AMOUNT NOT TO EXCEED \$221,055.00**

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes Layne Christensen Company, Kansas City, KS, to drill an offset to Well 4, for an amount not to exceed \$221,055.00.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 6th day of December, 2022.

(Seal)

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-12-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on December 6, 2022, as the same appears of record in my office.

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

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



November 23, 2022

City of Arkansas City  
PO Box 778  
Arkansas City, Kansas 67005  
Attn: Mr. Rod Philo  
[RPhilo@ArkansasCityks.gov](mailto:RPhilo@ArkansasCityks.gov)

RE: Test Drilling and Well 16 Production Well

Layne Christensen Company (Layne) is pleased to present this scope of work and cost proposal for the above referenced project. Layne's scope of work is outlined below.

### Phase I – Technical Services

Layne will prepare specifications by a licensed hydrogeologist. PEC will include these specifications in their project documents for submittal to KDHE.

### Phase II – Test Drilling Services

Layne has based this proposal on an estimated depth similar to existing water supply wells in the area. Actual well design and construction will be based on test drilling results. Parameters including but not limited to well depth, diameter of bore hole, screen slot size and placement will be determined to provide the most efficient well given the existing geological conditions.

Layne will mobilize a test drilling rig and crew to complete one (1) test hole at the potential well location identified. Formation samples will be collected at 5-foot intervals within the lower 20-foot of each test hole. The formation samples will be sieved and a recommended well design will be supplied for review by PEC. Layne will then drill, construct, develop, perform a pumping test, and collect water quality samples from the 8-inch diameter PVC test well. Cost for water quality samples have not been included.

Layne has also allowed for abandonment of the test well upon completion of the project; and is itemized separately.

### Phase III – Production Well

After confirmation of final production well design by PEC, Layne crews will drill/construct one (1) 18-inch diameter production well with a 54-inch diameter borehole. The production well will be constructed using carbon steel casing and Johnson HI-Q stainless steel wire wrap screen. The well will be gravel packed and sealed to meet local requirements. This well will also be surged, bailed, and surge pumped to maximize development. After final development of the production well a six (6) hour step pumping rate test will be performed followed by recovery



readings. Then, crews will conduct a twenty-four (24) hour pumping test followed by recovery readings. These results will be provided to the city engineer for review for permanent well pump sizing. Total development and pump testing hours have been estimated at approximately 70 crew hours. Layne feels these methods are beneficial for an efficient well.

#### Phase IV – Pumping Equipment

A new Layne water lubricated turbine pump assembly will be supplied and installed in the new well. Final design will be based on the data from the pump testing as stated above. Startup services will be provided once the well is ready to be placed into service. We have assumed the following:

- 15HP vertical hollow shaft motor, 460 volts, 3 phase, standard efficiency with NRR, 1800 RPM
- Discharge head assembly, Christensen Style A, 6 x 16 with steel base plate
- Column assembly Layne type 6" x 1-1/2", 416 SS line shafting, water lubricated, with SS sleeves and combination couplings. 30' of assembly included
- Bowl assembly Christensen Model 10WAHC, 5-stage, water lubricated, with bronze wear rings, and SS bolting and collets
- Concrete pump base is provided by Layne

#### Phase V – Well 4 Abandonment

At the completion of the project, Layne crews will abandon Well 4 per State regulations and cut the casing 3' below grade. Surface demolition and haul off is assumed to be completed by others.

| Item | Description                                                     | Unit | Est. Qnt'y | Unit Price   | Total Est. Price |
|------|-----------------------------------------------------------------|------|------------|--------------|------------------|
| 1    | HYDROGEOLOGICAL SERVICES                                        | EA   | 1          | \$5,000.00   | \$5,000.00       |
| 2    | TEST DRILLING/TEST WELL CONSTRUCTION, DEVELOPMENT, TEST PUMPING | EA   | 1          | \$23,706.00  | \$23,706.00      |
| 3    | TEST WELL ABANDONMENT                                           | EA   | 1          | \$7,200.00   | \$7,200.00       |
| 4    | PRODUCTION WELL COMPLETE                                        | EA   | 1          | \$140,545.00 | \$140,545.00     |
| 5    | VERTICAL TURBINE PUMPING EQUIPMENT COMPLETE                     | EA   | 1          | \$34,647.00  | \$34,647.00      |
| 6    | WELL 4 ABANDONMENT                                              | EA   | 1          | \$9,957.00   | \$9,957.00       |

Along with this scope of work, the following clarifications apply to this offer:



- 1) Based on mutually agreeable terms and conditions.
- 2) Layne will require the well site to be clear of any obstructions and that the site is accessible with truck mounted drilling equipment, pump service equipment and other equipment, as necessary. This may require that access roads and/or site drilling pads be provided depending on the site conditions at the time of drilling.
- 3) Layne will require the static water level to be at least 12-feet below grade to safely proceed with drilling using reverse circulation methods.
- 4) Layne cannot guarantee water quantity or quality.
- 5) Layne has not included the cost of the water quality testing.
- 6) Layne assumes that all drill cuttings and drill fluids can be left on site without the need for containerization or transportation.
- 7) Layne assumes this project site is free of environmental contaminants, and discovery of any such contaminants during field operations will require us to stop work and re-evaluate the scope and price for continuing the work.
- 8) Layne assumes existing city wells will be used as source of water for drilling operations free of charge.
- 9) Layne has not included the following: electrical, pump/motor controls, surface completions, discharge piping, elevated platforms, concrete work, SCADA, and/or site restoration.
- 10) No taxes or bonds have been included.

Sincerely,

*Logan Wartick*

Layne Christensen Company

**Logan Wartick**

Area Manager

620 South 38<sup>th</sup> Street  
Kansas City, KS 66106

**Phone:** 913-321-5000 | **Cell:** 402-960-3527

**Email:** [logan.wartick@gcinc.com](mailto:logan.wartick@gcinc.com)



**TERMS AND CONDITIONS**

**LIABILITY OF CONTRACTOR:** *Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.*

**INSURANCE:** Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

**REIMBURSABLE COST:** In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

**PRICE ADJUSTMENT:** Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

**TERMS:** Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

**MATERIAL SHORTAGES AND COST INCREASES:** If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

**DELAYS:** If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

**CHANGED CONDITIONS:** The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

**ESCALATION:** This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

**GUARANTEE AND LIABILITY:** Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

*For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.*

**TITLE AND OWNERSHIP:** In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

**DELIVERY:** Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

**INDEMNIFICATION:** *Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.*

**INTERPRETATION:** This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

**ASSIGNMENT & SUBLETTING:** Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

**MISCELLANEOUS:** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.



# City Commission Agenda Item

**Meeting Date:** December 6<sup>th</sup>, 2022  
**From:** Eric Burr, Chief of Police  
**Item:** Proposal to enter into a contract with Taser

**Purpose:** A Resolution accepting a quote and entering into a contract with Axon Enterprises, Inc. for department-wide Taser 7 platform to replace current, end of life Tasers X26P, for an amount not to exceed \$94,510.80. **(Voice Vote)**

**Background:**

Present a request from the Arkansas City Police Department to enter into a contract for Taser 7 platform to replace current, end of life Tasers X26P. The annual payment for department-wide Taser 7 will amount to \$18,902.04 for the first year and then \$18,902.19 per year for the remaining 4 years totaling \$94,510.80.

The lease program will have added benefits for cartridge replacement, service and training. The annual payment is budgeted for 2023. The Arkansas City Police Department has utilized Taser, an electrical control device, for many years. The tool has been used in a variety of situations to help de-escalate and to safely resolve volatile incidents. The current platform, the X26P has reached end of life and is in need of replacement. The new Taser 7 can be obtained on a lease program for a five year term with trade in value to our current X26P.

**Commission Options:**

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

**Fiscal Impact:**

Amount: \$94,510.80 payable annually for the next 5 years

Fund: **01-General** Department: **421-Police** Expense Code: **7405-Machinery & Equipment**

☒ Included in budget ☐ Grant ☐ Bonds ☐ Other (explain)

**Attachments:**

**Approved for Agenda by:**

Randy Frazer, City Manager

**A RESOLUTION ACCEPTING A QUOTE AND ENTERING INTO A CONTRACT WITH AXON ENTERPRISES, INC. FOR DEPARTMENT-WIDE TASER 7 PLATFORM TO REPLACE CURRENT, END OF LIFE TASERS X26P, FOR AN AMOUNT NOT TO EXCEED \$94,510.80.**

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

**SECTION ONE:** That the Governing Body of the City of Arkansas City hereby authorizes the Mayor and/or City Administration accept a quote and enter into a contract with Axon Enterprises, Inc. for department-wide Taser 7 platform to replace current, end of life Tasers X26P, for an amount not to exceed \$94,510.80. A copy of such Agreement is contract hereto and incorporated by reference as if fully set forth herein.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 6<sup>th</sup> day of December, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CERTIFICATE**

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-12-\_\_\_\_ of the City of Arkansas City, Kansas adopted by the governing body on December 6, 2022 as the same appears of record in my office.

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

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



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-4336 Section , Item 1.

Issued: 10/27/2022

Quote Expiration: 12/01/2022

Estimated Contract Start Date: 01/15/2023

Account Number: 113598

Payment Terms: N30

Delivery Method:

| SHIP TO                                                                                                 | BILL TO                                                                                               |
|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Business;Delivery;Invoice-117 W Central Ave<br>117 W Central Ave<br>Arkansas City, KS 67005-2621<br>USA | ARKANSAS CITY POLICE DEPT. - KS<br>117 W Central Ave<br>Arkansas City, KS 67005-2621<br>USA<br>Email: |

| SALES REPRESENTATIVE                                      | PRIMARY CONTACT                                                        |
|-----------------------------------------------------------|------------------------------------------------------------------------|
| Henry Torres<br>Phone:<br>Email: htorres@axon.com<br>Fax: | Eric Burr<br>Phone: (620) 441-6601<br>Email: eburr@arkcity.org<br>Fax: |

## Quote Summary

|                               |                    |
|-------------------------------|--------------------|
| Program Length                | 60 Months          |
| <b>TOTAL COST</b>             | <b>\$94,510.80</b> |
| <b>ESTIMATED TOTAL W/ TAX</b> | <b>\$94,510.80</b> |

## Discount Summary

|                          |                    |
|--------------------------|--------------------|
| Average Savings Per Year | \$4,465.20         |
| <b>TOTAL SAVINGS</b>     | <b>\$22,326.00</b> |

## Payment Summary

| Date         | Subtotal           | Tax           | Total              |
|--------------|--------------------|---------------|--------------------|
| Dec 2022     | \$18,902.04        | \$0.00        | \$18,902.04        |
| Dec 2023     | \$18,902.19        | \$0.00        | \$18,902.19        |
| Dec 2024     | \$18,902.19        | \$0.00        | \$18,902.19        |
| Dec 2025     | \$18,902.19        | \$0.00        | \$18,902.19        |
| Dec 2026     | \$18,902.19        | \$0.00        | \$18,902.19        |
| <b>Total</b> | <b>\$94,510.80</b> | <b>\$0.00</b> | <b>\$94,510.80</b> |

Quote Unbundled Price:  
 Quote List Price:  
 Quote Subtotal:

Section , Item 1.

\$97,575.00  
 \$94,510.80

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

| Item                       | Description                       | Qty | Term | Unbundled | List Price | Net Price | Subtotal           | Tax           | Total              |
|----------------------------|-----------------------------------|-----|------|-----------|------------|-----------|--------------------|---------------|--------------------|
| <b>Program</b>             |                                   |     |      |           |            |           |                    |               |                    |
| T7Cert                     | 2021 Taser 7 Certification Bundle | 27  | 60   | \$71.89   | \$60.00    | \$58.34   | \$94,510.80        | \$0.00        | \$94,510.80        |
| <b>A la Carte Services</b> |                                   |     |      |           |            |           |                    |               |                    |
| 20120                      | TASER 7 INSTRUCTOR COURSE VOUCHER | 1   |      |           | \$375.00   | \$0.00    | \$0.00             | \$0.00        | \$0.00             |
| <b>Total</b>               |                                   |     |      |           |            |           | <b>\$94,510.80</b> | <b>\$0.00</b> | <b>\$94,510.80</b> |

## Delivery Schedule

Section , Item 1.

### Hardware

| Bundle                            | Item  | Description                                                  | QTY | Estimated Delivery Date |
|-----------------------------------|-------|--------------------------------------------------------------|-----|-------------------------|
| 2021 Taser 7 Certification Bundle | 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 27  | 12/15/2022              |
| 2021 Taser 7 Certification Bundle | 20018 | TASER 7 BATTERY PACK, TACTICAL                               | 32  | 12/15/2022              |
| 2021 Taser 7 Certification Bundle | 20160 | TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER                | 26  | 12/15/2022              |
| 2021 Taser 7 Certification Bundle | 20161 | TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER                | 1   | 12/15/2022              |
| 2021 Taser 7 Certification Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 81  | 12/15/2022              |
| 2021 Taser 7 Certification Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 81  | 12/15/2022              |
| 2021 Taser 7 Certification Bundle | 22179 | TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS            | 27  | 12/15/2022              |
| 2021 Taser 7 Certification Bundle | 22181 | TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS       | 27  | 12/15/2022              |
| 2021 Taser 7 Certification Bundle | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK                  | 1   | 12/15/2022              |
| 2021 Taser 7 Certification Bundle | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK  | 1   | 12/15/2022              |
| 2021 Taser 7 Certification Bundle | 74200 | TASER 7 6-BAY DOCK AND CORE                                  | 1   | 12/15/2022              |
| 2021 Taser 7 Certification Bundle | 80087 | TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)        | 1   | 12/15/2022              |
| 2021 Taser 7 Certification Bundle | 80090 | TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7       | 1   | 12/15/2022              |
| 2021 Taser 7 Certification Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 54  | 12/15/2023              |
| 2021 Taser 7 Certification Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 54  | 12/15/2023              |
| 2021 Taser 7 Certification Bundle | 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS      | 54  | 12/15/2023              |
| 2021 Taser 7 Certification Bundle | 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS   | 54  | 12/15/2023              |
| 2021 Taser 7 Certification Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 54  | 12/15/2024              |
| 2021 Taser 7 Certification Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 54  | 12/15/2024              |
| 2021 Taser 7 Certification Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 54  | 12/15/2025              |
| 2021 Taser 7 Certification Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 54  | 12/15/2025              |
| 2021 Taser 7 Certification Bundle | 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS      | 54  | 12/15/2025              |
| 2021 Taser 7 Certification Bundle | 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS   | 54  | 12/15/2025              |
| 2021 Taser 7 Certification Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 54  | 12/15/2026              |
| 2021 Taser 7 Certification Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 54  | 12/15/2026              |
| 2021 Taser 7 Certification Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 54  | 12/15/2027              |
| 2021 Taser 7 Certification Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 54  | 12/15/2027              |

### Software

| Bundle                            | Item  | Description                  | QTY | Estimated Start Date | Estimated End Date |
|-----------------------------------|-------|------------------------------|-----|----------------------|--------------------|
| 2021 Taser 7 Certification Bundle | 20248 | TASER 7 EVIDENCE.COM LICENSE | 27  | 01/15/2023           | 01/14/2028         |
| 2021 Taser 7 Certification Bundle | 20248 | TASER 7 EVIDENCE.COM LICENSE | 1   | 01/15/2023           | 01/14/2028         |

### Services

| Bundle     | Item  | Description                       | QTY |
|------------|-------|-----------------------------------|-----|
| A la Carte | 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER | 1   |

### Warranties

| Bundle                            | Item  | Description                        | QTY | Estimated Start Date | Estimated End Date |
|-----------------------------------|-------|------------------------------------|-----|----------------------|--------------------|
| 2021 Taser 7 Certification Bundle | 80374 | EXT WARRANTY, TASER 7 BATTERY PACK | 32  | 12/15/2023           | 01/14/2028         |

## Warranties

Section , Item 1.

| Bundle                            | Item  | Description                        | QTY | Estimated Start Date | Estimated End Date |
|-----------------------------------|-------|------------------------------------|-----|----------------------|--------------------|
| 2021 Taser 7 Certification Bundle | 80395 | EXT WARRANTY, TASER 7 HANDLE       | 27  | 12/15/2023           | 01/14/2028         |
| 2021 Taser 7 Certification Bundle | 80396 | EXT WARRANTY, TASER 7 SIX BAY DOCK | 1   | 12/15/2023           | 01/14/2028         |

## Payment Details

Section , Item 1.

### Dec 2022

| Invoice Plan | Item   | Description                       | Qty | Subtotal           | Tax           | Total              |
|--------------|--------|-----------------------------------|-----|--------------------|---------------|--------------------|
| Year 1       | 20120  | TASER 7 INSTRUCTOR COURSE VOUCHER | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 1       | T7Cert | 2021 Taser 7 Certification Bundle | 27  | \$18,902.04        | \$0.00        | \$18,902.04        |
| <b>Total</b> |        |                                   |     | <b>\$18,902.04</b> | <b>\$0.00</b> | <b>\$18,902.04</b> |

### Dec 2023

| Invoice Plan | Item   | Description                       | Qty | Subtotal           | Tax           | Total              |
|--------------|--------|-----------------------------------|-----|--------------------|---------------|--------------------|
| Year 2       | 20120  | TASER 7 INSTRUCTOR COURSE VOUCHER | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 2       | T7Cert | 2021 Taser 7 Certification Bundle | 27  | \$18,902.19        | \$0.00        | \$18,902.19        |
| <b>Total</b> |        |                                   |     | <b>\$18,902.19</b> | <b>\$0.00</b> | <b>\$18,902.19</b> |

### Dec 2024

| Invoice Plan | Item   | Description                       | Qty | Subtotal           | Tax           | Total              |
|--------------|--------|-----------------------------------|-----|--------------------|---------------|--------------------|
| Year 3       | 20120  | TASER 7 INSTRUCTOR COURSE VOUCHER | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 3       | T7Cert | 2021 Taser 7 Certification Bundle | 27  | \$18,902.19        | \$0.00        | \$18,902.19        |
| <b>Total</b> |        |                                   |     | <b>\$18,902.19</b> | <b>\$0.00</b> | <b>\$18,902.19</b> |

### Dec 2025

| Invoice Plan | Item   | Description                       | Qty | Subtotal           | Tax           | Total              |
|--------------|--------|-----------------------------------|-----|--------------------|---------------|--------------------|
| Year 4       | 20120  | TASER 7 INSTRUCTOR COURSE VOUCHER | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 4       | T7Cert | 2021 Taser 7 Certification Bundle | 27  | \$18,902.19        | \$0.00        | \$18,902.19        |
| <b>Total</b> |        |                                   |     | <b>\$18,902.19</b> | <b>\$0.00</b> | <b>\$18,902.19</b> |

### Dec 2026

| Invoice Plan | Item   | Description                       | Qty | Subtotal           | Tax           | Total              |
|--------------|--------|-----------------------------------|-----|--------------------|---------------|--------------------|
| Year 5       | 20120  | TASER 7 INSTRUCTOR COURSE VOUCHER | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 5       | T7Cert | 2021 Taser 7 Certification Bundle | 27  | \$18,902.19        | \$0.00        | \$18,902.19        |
| <b>Total</b> |        |                                   |     | <b>\$18,902.19</b> | <b>\$0.00</b> | <b>\$18,902.19</b> |



Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please provide it prior to invoicing.

Section , Item 1.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

---

Signature

---

Date Signed

10/27/2022



# **Public Protection Classification (PPC®)**

## **Summary Report**

**Arkansas City FPSA**

**KANSAS**

**Prepared by**

**Insurance Services Office, Inc.  
1000 Bishops Gate Blvd., Ste. 300  
P.O. Box 5404  
Mt. Laurel, New Jersey 08054-5404  
1-800-444-4554**

**Report Created November 2022  
Effective March 1, 2023**

## Background Information

### Introduction

ISO collects and evaluates information from communities in the United States on their structure fire suppression capabilities. The data is analyzed using our Fire Suppression Rating Schedule (FSRS) and then a Public Protection Classification (PPC®) grade is assigned to the community. The surveys are conducted whenever it appears that there is a possibility of a PPC change. As such, the PPC program provides important, up-to-date information about fire protection services throughout the country.

The FSRS recognizes fire protection features only as they relate to suppression of first alarm structure fires. In many communities, fire suppression may be only a small part of the fire department's overall responsibility. ISO recognizes the dynamic and comprehensive duties of a community's fire service, and understands the complex decisions a community must make in planning and delivering emergency services. However, in developing a community's PPC grade, only features related to reducing property losses from structural fires are evaluated. Multiple alarms, simultaneous incidents and life safety are not considered in this evaluation. The PPC program evaluates the fire protection for small to average size buildings. Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual PPC grade.

A community's investment in fire mitigation is a proven and reliable predictor of future fire losses. Statistical data on insurance losses bears out the relationship between excellent fire protection – as measured by the PPC program – and low fire losses. So, insurance companies use PPC information for marketing, underwriting, and to help establish fair premiums for homeowners and commercial fire insurance. In general, the price of fire insurance in a community with a good PPC grade is substantially lower than in a community with a poor PPC grade, assuming all other factors are equal.

ISO is an independent company that serves insurance companies, communities, fire departments, insurance regulators, and others by providing information about risk. ISO's expert staff collects information about municipal fire suppression efforts in communities throughout the United States. In each of those communities, ISO analyzes the relevant data and assigns a PPC grade – a number from 1 to 10. Class 1 represents an exemplary fire suppression program, and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.

ISO's PPC program evaluates communities according to a uniform set of criteria, incorporating nationally recognized standards developed by the National Fire Protection Association and the American Water Works Association. A community's PPC grade depends on:

- **Needed Fire Flows**, which are representative building locations used to determine the theoretical amount of water necessary for fire suppression purposes.
- **Emergency Communications**, including emergency reporting, telecommunicators, and dispatching systems.
- **Fire Department**, including equipment, staffing, training, geographic distribution of fire companies, operational considerations, and community risk reduction.
- **Water Supply**, including inspection and flow testing of hydrants, alternative water supply operations, and a careful evaluation of the amount of available water compared with the amount needed to suppress fires up to 3,500 gpm.

## Data Collection and Analysis

ISO has evaluated and classified over 39,000 fire protection areas across the United States using its FSRs. A combination of meetings between trained ISO field representatives and the dispatch center coordinator, community fire official, and water superintendent is used in conjunction with a comprehensive questionnaire to collect the data necessary to determine the PPC grade. In order for a community to obtain a grade better than a Class 9, three elements of fire suppression features are reviewed. These three elements are Emergency Communications, Fire Department, and Water Supply.

A review of the **Emergency Communications** accounts for 10% of the total classification. This section is weighted at **10 points**, as follows:

- Emergency Reporting 3 points
- Telecommunicators 4 points
- Dispatch Circuits 3 points

A review of the **Fire Department** accounts for 50% of the total classification. ISO focuses on a fire department's first alarm response and initial attack to minimize potential loss. The fire department section is weighted at **50 points**, as follows:

- Engine Companies 6 points
- Reserve Pumpers 0.5 points
- Pump Capacity 3 points
- Ladder/Service Companies 4 points
- Reserve Ladder/Service Trucks 0.5 points
- Deployment Analysis 10 points
- Company Personnel 15 points
- Training 9 points
- Operational considerations 2 points
- Community Risk Reduction 5.5 points (in addition to the 50 points above)

A review of the **Water Supply** system accounts for 40% of the total classification. ISO reviews the water supply a community uses to determine the adequacy for fire suppression purposes. The water supply system is weighted at **40 points**, as follows:

- Credit for Supply System 30 points
- Hydrant Size, Type & Installation 3 points
- Inspection & Flow Testing of Hydrants 7 points

There is one additional factor considered in calculating the final score – **Divergence**.

Even the best fire department will be less than fully effective if it has an inadequate water supply. Similarly, even a superior water supply will be less than fully effective if the fire department lacks the equipment or personnel to use the water. The FSRs score is subject to modification by a divergence factor, which recognizes disparity between the effectiveness of the fire department and the water supply.

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

### **PPC Grade**

The PPC grade assigned to the community will depend on the community's score on a 100-point scale:

| PPC | Points         |
|-----|----------------|
| 1   | 90.00 or more  |
| 2   | 80.00 to 89.99 |
| 3   | 70.00 to 79.99 |
| 4   | 60.00 to 69.99 |
| 5   | 50.00 to 59.99 |
| 6   | 40.00 to 49.99 |
| 7   | 30.00 to 39.99 |
| 8   | 20.00 to 29.99 |
| 9   | 10.00 to 19.99 |
| 10  | 0.00 to 9.99   |

The classification numbers are interpreted as follows:

- Class 1 through (and including) Class 8 represents a fire suppression system that includes an FSRs creditable dispatch center, fire department, and water supply.
- Class 8B is a special classification that recognizes a superior level of fire protection in otherwise Class 9 areas. It is designed to represent a fire protection delivery system that is superior except for a lack of a water supply system capable of the minimum FSRs fire flow criteria of 250 gpm for 2 hours.
- Class 9 is a fire suppression system that includes a creditable dispatch center, fire department but no FSRs creditable water supply.
- Class 10 does not meet minimum FSRs criteria for recognition, including areas that are beyond five road miles of a recognized fire station.

## New PPC program changes effective July 1, 2014

We have revised the PPC program to capture the effects of enhanced fire protection capabilities that reduce fire loss and fire severity in Split Class 9 and Split Class 8B areas (as outlined below). This new structure benefits the fire service, community, and property owner.

### New classifications

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new PPC classes will improve the predictive value for insurers while benefiting both commercial and residential property owners. Here are the new classifications and what they mean.

### Split classifications

When we develop a split classification for a community — for example 5/9 — the first number is the class that applies to properties within 5 road miles of the responding fire station and 1,000 feet of a creditable water supply, such as a fire hydrant, suction point, or dry hydrant. The second number is the class that applies to properties within 5 road miles of a fire station but beyond 1,000 feet of a creditable water supply. We have revised the classification to reflect more precisely the risk of loss in a community, replacing Class 9 and 8B in the second part of a split classification with revised designations.

### What's changed with the new classifications?

We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently displayed as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9".
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B".
- Communities graded with single "9" or "8B" classifications will remain intact.

| Prior Classification | New Classification |
|----------------------|--------------------|
| 1/9                  | 1/1X               |
| 2/9                  | 2/2X               |
| 3/9                  | 3/3X               |
| 4/9                  | 4/4X               |
| 5/9                  | 5/5X               |
| 6/9                  | 6/6X               |
| 7/9                  | 7/7X               |
| 8/9                  | 8/8X               |
| 9                    | 9                  |

| Prior Classification | New Classification |
|----------------------|--------------------|
| 1/8B                 | 1/1Y               |
| 2/8B                 | 2/2Y               |
| 3/8B                 | 3/3Y               |
| 4/8B                 | 4/4Y               |
| 5/8B                 | 5/5Y               |
| 6/8B                 | 6/6Y               |
| 7/8B                 | 7/7Y               |
| 8/8B                 | 8/8Y               |
| 8B                   | 8B                 |

### **What's changed?**

As you can see, we're still maintaining split classes, but it's how we represent them to insurers that's changed. The new designations reflect a reduction in fire severity and loss and have the potential to reduce property insurance premiums.

### **Benefits of the revised split class designations**

- To the fire service, the revised designations identify enhanced fire suppression capabilities used throughout the fire protection area
- To the community, the new classes reward a community's fire suppression efforts by showing a more reflective designation
- To the individual property owner, the revisions offer the potential for decreased property insurance premiums

### **New water class**

Our data also shows that risks located more than 5 but less than 7 road miles from a responding fire station with a creditable water source within 1,000 feet had better loss experience than those farther than 5 road miles from a responding fire station with no creditable water source. We've introduced a new classification —10W— to recognize the reduced loss potential of such properties.

### **What's changed with Class 10W?**

Class 10W is property-specific. Not all properties in the 5-to-7-mile area around the responding fire station will qualify. The difference between Class 10 and 10W is that the 10W-graded risk or property is within 1,000 feet of a creditable water supply. Creditable water supplies include fire protection systems using hauled water in any of the split classification areas.

### **What's the benefit of Class 10W?**

10W gives credit to risks within 5 to 7 road miles of the responding fire station and within 1,000 feet of a creditable water supply. That's reflective of the potential for reduced property insurance premiums.

### **What does the fire chief have to do?**

Fire chiefs don't have to do anything at all. The revised classifications went in place automatically effective July 1, 2014 (July 1, 2015 for Texas).

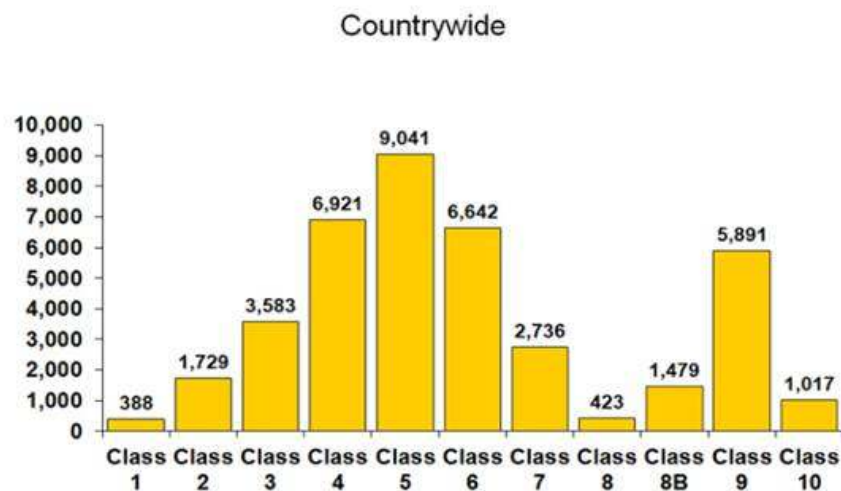
### **What if I have additional questions?**

Feel free to contact ISO at 800.444.4554 or email us at [PPC-Cust-Serv@iso.com](mailto:PPC-Cust-Serv@iso.com).



**Distribution of PPC Grades**

The 2020 published countrywide distribution of communities by the PPC grade is as follows:



**Assistance**

The PPC program offers help to communities, fire departments, and other public officials as they plan for, budget, and justify improvements. ISO is also available to assist in the understanding of the details of this evaluation.

The PPC program representatives can be reached by telephone at (800) 444-4554. The technical specialists at this telephone number have access to the details of this evaluation and can effectively speak with you about your questions regarding the PPC program. What's more, we can be reached via the internet at [www.isomitigation.com/talk/](http://www.isomitigation.com/talk/).

We also have a website dedicated to our Community Hazard Mitigation Classification programs at [www.isomitigation.com](http://www.isomitigation.com). Here, fire chiefs, building code officials, community leaders and other interested citizens can access a wealth of data describing the criteria used in evaluating how cities and towns are protecting residents from fire and other natural hazards. This website will allow you to learn more about the PPC program. The website provides important background information, insights about the PPC grading processes and technical documents. ISO is also pleased to offer Fire Chiefs Online — a special, secured website with information and features that can help improve your PPC grade, including a list of the Needed Fire Flows for all the commercial occupancies ISO has on file for your community. Visitors to the site can download information, see statistical results and also contact ISO for assistance.

In addition, on-line access to the FSRs and its commentaries is available to registered customers for a fee. However, fire chiefs and community chief administrative officials are given access privileges to this information without charge.

To become a registered fire chief or community chief administrative official, register at [www.isomitigation.com](http://www.isomitigation.com).

## PPC Review

ISO concluded its review of the fire suppression features being provided for Arkansas City FPSA. The resulting community classification is **Class 04**.

If the classification is a single class, the classification applies to properties with a Needed Fire Flow of 3,500 gpm or less in the community. If the classification is a split class (e.g., 6/XX):

- The first class (e.g., “6” in a 6/XX) applies to properties within 5 road miles of a recognized fire station and within 1,000 feet of a fire hydrant or alternate water supply.
- The second class (XX or XY) applies to properties beyond 1,000 feet of a fire hydrant but within 5 road miles of a recognized fire station.
- Alternative Water Supply: The first class (e.g., “6” in a 6/10) applies to properties within 5 road miles of a recognized fire station with no hydrant distance requirement.
- Class 10 applies to properties over 5 road miles of a recognized fire station.
- Class 10W applies to properties within 5 to 7 road miles of a recognized fire station with a recognized water supply within 1,000 feet.
- Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual classification.

| FSRS Feature                                      | Earned Credit | Credit Available |
|---------------------------------------------------|---------------|------------------|
| <b>Emergency Communications</b>                   |               |                  |
| 414. Credit for Emergency Reporting               | 2.55          | 3                |
| 422. Credit for Telecommunicators                 | 3.04          | 4                |
| 432. Credit for Dispatch Circuits                 | 2.46          | 3                |
| <b>440. Credit for Emergency Communications</b>   | <b>8.05</b>   | <b>10</b>        |
| <b>Fire Department</b>                            |               |                  |
| 513. Credit for Engine Companies                  | 1.00          | 6                |
| 523. Credit for Reserve Pumpers                   | 0.50          | 0.50             |
| 532. Credit for Pump Capacity                     | 3.00          | 3                |
| 549. Credit for Ladder Service                    | 2.46          | 4                |
| 553. Credit for Reserve Ladder and Service Trucks | 0.00          | 0.50             |
| 561. Credit for Deployment Analysis               | 4.93          | 10               |
| 571. Credit for Company Personnel                 | 6.00          | 15               |
| 581. Credit for Training                          | 4.02          | 9                |
| 730. Credit for Operational Considerations        | 2.00          | 2                |
| <b>590. Credit for Fire Department</b>            | <b>23.91</b>  | <b>50</b>        |
| <b>Water Supply</b>                               |               |                  |
| 616. Credit for Supply System                     | 20.47         | 30               |
| 621. Credit for Hydrants                          | 1.73          | 3                |
| 631. Credit for Inspection and Flow Testing       | 6.71          | 7                |
| <b>640. Credit for Water Supply</b>               | <b>28.91</b>  | <b>40</b>        |
| <b>Divergence</b>                                 | <b>-4.89</b>  | <b>--</b>        |
| <b>1050. Community Risk Reduction</b>             | <b>4.10</b>   | <b>5.50</b>      |
| <b>Total Credit</b>                               | <b>60.08</b>  | <b>105.50</b>    |

## **Emergency Communications**

Ten percent of a community's overall score is based on how well the communications center receives and dispatches fire alarms. Our field representative evaluated:

- Communications facilities provided for the general public to report structure fires
- Enhanced 9-1-1 Telephone Service including wireless
- Computer-aided dispatch (CAD) facilities
- Alarm receipt and processing at the communication center
- Training and certification of telecommunicators
- Facilities used to dispatch fire department companies to reported structure fires

|                                                       | <b>Earned Credit</b> | <b>Credit Available</b> |
|-------------------------------------------------------|----------------------|-------------------------|
| 414. Credit Emergency Reporting                       | <b>2.55</b>          | 3                       |
| 422. Credit for Telecommunicators                     | <b>3.04</b>          | 4                       |
| 432. Credit for Dispatch Circuits                     | <b>2.46</b>          | 3                       |
| <b>Item 440. Credit for Emergency Communications:</b> | <b>8.05</b>          | <b>10</b>               |

### **Item 414 - Credit for Emergency Reporting (3 points)**

The first item reviewed is Item 414 "Credit for Emergency Reporting (CER)". This item reviews the emergency communication center facilities provided for the public to report fires including 911 systems (Basic or Enhanced), Wireless Phase I and Phase II, Voice over Internet Protocol, Computer Aided Dispatch and Geographic Information Systems for automatic vehicle location. ISO uses National Fire Protection Association (NFPA) 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems* as the reference for this section.

| <b>Item 410. Emergency Reporting (CER)</b>                                                                                                                                                                                                                                                                                                     | <b>Earned Credit</b> | <b>Credit Available</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>A./B. Basic 9-1-1, Enhanced 9-1-1 or No 9-1-1</b><br>For maximum credit, there should be an Enhanced 9-1-1 system, Basic 9-1-1 and No 9-1-1 will receive partial credit.                                                                                                                                                                    | <b>20.00</b>         | <b>20</b>               |
| <b>1. E9-1-1 Wireless</b><br>Wireless Phase I using Static ALI (automatic location identification) Functionality (10 points); Wireless Phase II using Dynamic ALI Functionality (15 points); Both available will be 25 points                                                                                                                  | <b>25.00</b>         | <b>25</b>               |
| <b>2. E9-1-1 Voice over Internet Protocol (VoIP)</b><br>Static VoIP using Static ALI Functionality (10 points); Nomadic VoIP using Dynamic ALI Functionality (15 points); Both available will be 25 points                                                                                                                                     | <b>25.00</b>         | <b>25</b>               |
| <b>3. Computer Aided Dispatch</b><br>Basic CAD (5 points); CAD with Management Information System (5 points); CAD with Interoperability (5 points)                                                                                                                                                                                             | <b>15.00</b>         | <b>15</b>               |
| <b>4. Geographic Information System (GIS/AVL)</b><br><u>The PSAP uses</u> a fully integrated CAD/GIS management system with automatic vehicle location (AVL) integrated with a CAD system providing dispatch assignments.<br><br>The individual fire departments being dispatched <u>do not</u> need GIS/AVL capability to obtain this credit. | <b>0.00</b>          | <b>15</b>               |
| <b>Review of Emergency Reporting total:</b>                                                                                                                                                                                                                                                                                                    | <b>85.00</b>         | <b>100</b>              |

#### **Item 422- Credit for Telecommunicators (4 points)**

The second item reviewed is Item 422 “Credit for Telecommunicators (TC)”. This item reviews the number of Telecommunicators on duty at the center to handle fire calls and other emergencies. All emergency calls including those calls that do not require fire department action are reviewed to determine the proper staffing to answer emergency calls and dispatch the appropriate emergency response. The 2013 Edition of NFPA 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems*, recommends that ninety-five percent of emergency calls shall be answered within 15 seconds and ninety-nine percent of emergency calls shall be answered within 40 seconds. In addition, NFPA recommends that eighty percent of emergency alarm processing shall be completed within 60 seconds and ninety-five percent of alarm processing shall be completed within 106 seconds of answering the call.

To receive full credit for operators on duty, ISO must review documentation to show that the communication center meets NFPA 1221 call answering and dispatch time performance measurement standards. This documentation may be in the form of performance statistics or other performance measurements compiled by the 9-1-1 software or other software programs that are currently in use such as Computer Aided Dispatch (CAD) or Management Information System (MIS).

| <b>Item 420. Telecommunicators (CTC)</b>                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Earned Credit</b> | <b>Credit Available</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>A1. Alarm Receipt (AR)</b><br>Receipt of alarms shall meet the requirements in accordance with the criteria of NFPA 1221                                                                                                                                                                                                                                                                                                                                  | <b>20.00</b>         | <b>20</b>               |
| <b>A2. Alarm Processing (AP)</b><br>Processing of alarms shall meet the requirements in accordance with the criteria of NFPA 1221                                                                                                                                                                                                                                                                                                                            | <b>0.00</b>          | <b>20</b>               |
| <b>B. Emergency Dispatch Protocols (EDP)</b><br>Telecommunicators have emergency dispatch protocols (EDP) containing questions and a decision-support process to facilitate correct call categorization and prioritization.                                                                                                                                                                                                                                  | <b>20.00</b>         | <b>20</b>               |
| <b>C. Telecommunicator Training and Certification (TTC)</b><br>Telecommunicators meet the qualification requirements referenced in NFPA 1061, <i>Standard for Professional Qualifications for Public Safety Telecommunicator</i> , and/or the Association of Public-Safety Communications Officials - International (APCO) <i>Project 33</i> . Telecommunicators are certified in the knowledge, skills, and abilities corresponding to their job functions. | <b>18.67</b>         | <b>20</b>               |
| <b>D. Telecommunicator Continuing Education and Quality Assurance (TQA)</b><br>Telecommunicators participate in continuing education and/or in-service training and quality-assurance programs as appropriate for their positions                                                                                                                                                                                                                            | <b>17.33</b>         | <b>20</b>               |
| <b>Review of Telecommunicators total:</b>                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>76.00</b>         | <b>100</b>              |

**Item 432 - Credit for Dispatch Circuits (3 points)**

The third item reviewed is Item 432 “Credit for Dispatch Circuits (CDC)”. This item reviews the dispatch circuit facilities used to transmit alarms to fire department members. A “Dispatch Circuit” is defined in NFPA 1221 as “A circuit over which an alarm is transmitted from the communications center to an emergency response facility (ERF) or emergency response units (ERUs) to notify ERUs to respond to an emergency”. All fire departments (except single fire station departments with full-time firefighter personnel receiving alarms directly at the fire station) need adequate means of notifying all firefighter personnel of the location of reported structure fires. The dispatch circuit facilities should be in accordance with the general criteria of NFPA 1221. “Alarms” are defined in this Standard as “A signal or message from a person or device indicating the existence of an emergency or other situation that requires action by an emergency response agency”.

There are two different levels of dispatch circuit facilities provided for in the Standard – a primary dispatch circuit and a secondary dispatch circuit. In jurisdictions that receive 730 alarms or more per year (average of two alarms per 24-hour period), two separate and dedicated dispatch circuits, a primary and a secondary, are needed. In jurisdictions receiving fewer than 730 alarms per year, a second dedicated dispatch circuit is not needed. Dispatch circuit facilities installed but not used or tested (in accordance with the NFPA Standard) receive no credit.

The score for Credit for Dispatch Circuits (CDC) is influenced by monitoring for integrity of the primary dispatch circuit. There are up to 0.90 points available for this Item. Monitoring for integrity involves installing automatic systems that will detect faults and failures and send visual and audible indications to appropriate communications center (or dispatch center) personnel. ISO uses NFPA 1221 to guide the evaluation of this item. ISO's evaluation also includes a review of the communication system's emergency power supplies.

**Item 432 “Credit for Dispatch Circuits (CDC)” = 2.46 points**

### **Fire Department**

Fifty percent of a community's overall score is based upon the fire department's structure fire suppression system. ISO's field representative evaluated:

- Engine and ladder/service vehicles including reserve apparatus
- Equipment carried
- Response to reported structure fires
- Deployment analysis of companies
- Available and/or responding firefighters
- Training

|                                                   | <b>Earned Credit</b> | <b>Credit Available</b> |
|---------------------------------------------------|----------------------|-------------------------|
| 513. Credit for Engine Companies                  | <b>1.00</b>          | 6                       |
| 523. Credit for Reserve Pumpers                   | <b>0.50</b>          | 0.5                     |
| 532. Credit for Pumper Capacity                   | <b>3.00</b>          | 3                       |
| 549. Credit for Ladder Service                    | <b>2.46</b>          | 4                       |
| 553. Credit for Reserve Ladder and Service Trucks | <b>0.00</b>          | 0.5                     |
| 561. Credit for Deployment Analysis               | <b>4.93</b>          | 10                      |
| 571. Credit for Company Personnel                 | <b>6.00</b>          | 15                      |
| 581. Credit for Training                          | <b>4.02</b>          | 9                       |
| 730. Credit for Operational Considerations        | <b>2.00</b>          | 2                       |
| <b>Item 590. Credit for Fire Department:</b>      | <b>23.91</b>         | <b>50</b>               |

### **Basic Fire Flow**

The Basic Fire Flow for the community is determined by the review of the Needed Fire Flows for selected buildings in the community. The fifth largest Needed Fire Flow is determined to be the Basic Fire Flow. The Basic Fire Flow has been determined to be 3500 gpm.

### Item 513 - Credit for Engine Companies (6 points)

The first item reviewed is Item 513 "Credit for Engine Companies (CEC)". This item reviews the number of engine companies, their pump capacity, hose testing, pump testing and the equipment carried on the in-service pumpers. To be recognized, pumper apparatus must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* which include a minimum 250 gpm pump, an emergency warning system, a 300 gallon water tank, and hose. At least 1 apparatus must have a permanently mounted pump rated at 750 gpm or more at 150 psi.

The review of the number of needed pumpers considers the response distance to built-upon areas; the Basic Fire Flow; and the method of operation. Multiple alarms, simultaneous incidents, and life safety are not considered.

The greatest value of A, B, or C below is needed in the fire district to suppress fires in structures with a Needed Fire Flow of 3,500 gpm or less: **3 engine companies**

- a) **1 engine companies** to provide fire suppression services to areas to meet NFPA 1710 criteria or within 1½ miles.
- b) **3 engine companies** to support a Basic Fire Flow of 3500 gpm.
- c) **3 engine companies** based upon the fire department's method of operation to provide a minimum two engine response to all first alarm structure fires.

The FSRS recognizes that there are **1 engine companies** in service.

The FSRS also reviews Automatic Aid. Automatic Aid is considered in the review as assistance dispatched automatically by contractual agreement between two communities or fire districts. That differs from mutual aid or assistance arranged case by case. ISO will recognize an Automatic Aid plan under the following conditions:

- It must be prearranged for first alarm response according to a definite plan. It is preferable to have a written agreement, but ISO may recognize demonstrated performance.
- The aid must be dispatched to all reported structure fires on the initial alarm.
- The aid must be provided 24 hours a day, 365 days a year.

FSRS Item 512.D "Automatic Aid Engine Companies" responding on first alarm and meeting the needs of the city for basic fire flow and/or distribution of companies are factored based upon the value of the Automatic Aid plan (up to 1.00 can be used as the factor). The Automatic Aid factor is determined by a review of the Automatic Aid provider's communication facilities, how they receive alarms from the graded area, inter-department training between fire departments, and the fire ground communications capability between departments.

For each engine company, the credited Pump Capacity (PC), the Hose Carried (HC), the Equipment Carried (EC) all contribute to the calculation for the percent of credit the FSRS provides to that engine company.

**Item 513 "Credit for Engine Companies (CEC)" = 1.00 points**



**Item 523 - Credit for Reserve Pumpers (0.50 points)**

The item is Item 523 “Credit for Reserve Pumpers (CRP)”. This item reviews the number and adequacy of the pumpers and their equipment. The number of needed reserve pumpers is 1 for each 8 needed engine companies determined in Item 513, or any fraction thereof.

**Item 523 “Credit for Reserve Pumpers (CRP)” = 0.50 points**

**Item 532 – Credit for Pumper Capacity (3 points)**

The next item reviewed is Item 532 “Credit for Pumper Capacity (CPC)”. The total pump capacity available should be sufficient for the Basic Fire Flow of 3500 gpm. The maximum needed pump capacity credited is the Basic Fire Flow of the community.

**Item 532 “Credit for Pumper Capacity (CPC)” = 3.00 points**

**Item 549 – Credit for Ladder Service (4 points)**

The next item reviewed is Item 549 “Credit for Ladder Service (CLS)”. This item reviews the number of response areas within the city with 5 buildings that are 3 or more stories or 35 feet or more in height, or with 5 buildings that have a Needed Fire Flow greater than 3,500 gpm, or any combination of these criteria. The height of all buildings in the city, including those protected by automatic sprinklers, is considered when determining the number of needed ladder companies. Response areas not needing a ladder company should have a service company. Ladders, tools and equipment normally carried on ladder trucks are needed not only for ladder operations but also for forcible entry, ventilation, salvage, overhaul, lighting and utility control.

The number of ladder or service companies, the height of the aerial ladder, aerial ladder testing and the equipment carried on the in-service ladder trucks and service trucks is compared with the number of needed ladder trucks and service trucks and an FSRS equipment list. Ladder trucks must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* to be recognized.

The number of needed ladder-service trucks is dependent upon the number of buildings 3 stories or 35 feet or more in height, buildings with a Needed Fire Flow greater than 3,500 gpm, and the method of operation.

The FSRS recognizes that there are **1 ladder companies** in service. These companies are needed to provide fire suppression services to areas to meet NFPA 1710 criteria or within 2½ miles and the number of buildings with a Needed Fire Flow over 3,500 gpm or 3 stories or more in height, or the method of operation.

The FSRS recognizes that there are **1 service companies** in service.

**Item 549 “Credit for Ladder Service (CLS)” = 2.46 points**

**Item 553 – Credit for Reserve Ladder and Service Trucks (0.50 points)**

The next item reviewed is Item 553 “Credit for Reserve Ladder and Service Trucks (CRLS)”. This item considers the adequacy of ladder and service apparatus when one (or more in larger communities) of these apparatus are out of service. The number of needed reserve ladder and service trucks is 1 for each 8 needed ladder and service companies that were determined to be needed in Item 540, or any fraction thereof.

**Item 553 “Credit for Reserve Ladder and Service Trucks (CRLS)” = 0.00 points**

**Item 561 – Deployment Analysis (10 points)**

Next, Item 561 “Deployment Analysis (DA)” is reviewed. This Item examines the number and adequacy of existing engine and ladder-service companies to cover built-upon areas of the city.

To determine the Credit for Distribution, first the Existing Engine Company (EC) points and the Existing Engine Companies (EE) determined in Item 513 are considered along with Ladder Company Equipment (LCE) points, Service Company Equipment (SCE) points, Engine-Ladder Company Equipment (ELCE) points, and Engine-Service Company Equipment (ESCE) points determined in Item 549.

Secondly, as an alternative to determining the number of needed engine and ladder/service companies through the road-mile analysis, a fire protection area may use the results of a systematic performance evaluation. This type of evaluation analyzes computer-aided dispatch (CAD) history to demonstrate that, with its current deployment of companies, the fire department meets the time constraints for initial arriving engine and initial full alarm assignment in accordance with the general criteria of in NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*.

A determination is made of the percentage of built upon area within 1½ miles of a first-due engine company and within 2½ miles of a first-due ladder-service company.

**Item 561 “Credit Deployment Analysis (DA)” = 4.93 points**

**Item 571 – Credit for Company Personnel (15 points)**

Item 571 “Credit for Company Personnel (CCP)” reviews the average number of existing firefighters and company officers available to respond to reported first alarm structure fires in the city.

The on-duty strength is determined by the yearly average of total firefighters and company officers on-duty considering vacations, sick leave, holidays, “Kelley” days and other absences. When a fire department operates under a minimum staffing policy, this may be used in lieu of determining the yearly average of on-duty company personnel.

Firefighters on apparatus not credited under Items 513 and 549 that regularly respond to reported first alarms to aid engine, ladder, and service companies are included in this item as increasing the total company strength.

Firefighters staffing ambulances or other units serving the general public are credited if they participate in fire-fighting operations, the number depending upon the extent to which they are available and are used for response to first alarms of fire.

On-Call members are credited on the basis of the average number staffing apparatus on first alarms. Off-shift career firefighters and company officers responding on first alarms are considered on the same basis as on-call personnel. For personnel not normally at the fire station, the number of responding firefighters and company officers is divided by 3 to reflect the time needed to assemble at the fire scene and the reduced ability to act as a team due to the various arrival times at the fire location when compared to the personnel on-duty at the fire station during the receipt of an alarm.

The number of Public Safety Officers who are positioned in emergency vehicles within the jurisdiction boundaries may be credited based on availability to respond to first alarm structure fires. In recognition of this increased response capability the number of responding Public Safety Officers is divided by 2.

The average number of firefighters and company officers responding with those companies credited as Automatic Aid under Items 513 and 549 are considered for either on-duty or on-call company personnel as is appropriate. The actual number is calculated as the average number of company personnel responding multiplied by the value of AA Plan determined in Item 512.D.

The maximum creditable response of on-duty and on-call firefighters is 12, including company officers, for each existing engine and ladder company and 6 for each existing service company.

Chief Officers are not creditable except when more than one chief officer responds to alarms; then extra chief officers may be credited as firefighters if they perform company duties.

The FSRs recognizes **6.00 on-duty personnel** and an average of **0.00 on-call personnel** responding on first alarm structure fires.

**Item 571 “Credit for Company Personnel (CCP)” = 6.00 points**

**Item 581 – Credit for Training (9 points)**

| <b>Training</b>                                                                                                                                                                                                                                                                                                                          | <b>Earned Credit</b> | <b>Credit Available</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>A. Facilities, and Use</b><br>For maximum credit, each firefighter should receive 18 hours per year in structure fire related subjects as outlined in NFPA 1001.                                                                                                                                                                      | <b>0.00</b>          | <b>35</b>               |
| <b>B. Company Training</b><br>For maximum credit, each firefighter should receive 16 hours per month in structure fire related subjects as outlined in NFPA 1001.                                                                                                                                                                        | <b>18.75</b>         | <b>25</b>               |
| <b>C. Classes for Officers</b><br>For maximum credit, each officer should be certified in accordance with the general criteria of NFPA 1021. Additionally, each officer should receive 12 hours of continuing education on or off site.                                                                                                  | <b>12.00</b>         | <b>12</b>               |
| <b>D. New Driver and Operator Training</b><br>For maximum credit, each new driver and operator should receive 60 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.                                                                                                                                  | <b>3.75</b>          | <b>5</b>                |
| <b>E. Existing Driver and Operator Training</b><br>For maximum credit, each existing driver and operator should receive 12 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.                                                                                                                        | <b>3.75</b>          | <b>5</b>                |
| <b>F. Training on Hazardous Materials</b><br>For maximum credit, each firefighter should receive 6 hours of training for incidents involving hazardous materials in accordance with NFPA 472.                                                                                                                                            | <b>0.33</b>          | <b>1</b>                |
| <b>G. Recruit Training</b><br>For maximum credit, each firefighter should receive 240 hours of structure fire related training in accordance with NFPA 1001 within the first year of employment or tenure.                                                                                                                               | <b>2.50</b>          | <b>5</b>                |
| <b>H. Pre-Fire Planning Inspections</b><br>For maximum credit, pre-fire planning inspections of each commercial, industrial, institutional, and other similar type building (all buildings except 1-4 family dwellings) should be made annually by company members. Records of inspections should include up-to date notes and sketches. | <b>3.60</b>          | <b>12</b>               |

**Item 580 “Credit for Training (CT)” = 4.02 points**

**Item 730 – Operational Considerations (2 points)**

Item 730 “Credit for Operational Considerations (COC)” evaluates fire department standard operating procedures and incident management systems for emergency operations involving structure fires.

| <b>Operational Considerations</b>                                                                                                    | <b>Earned Credit</b> | <b>Credit Available</b> |
|--------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>Standard Operating Procedures</b><br>The department should have established SOPs for fire department general emergency operations | <b>50</b>            | <b>50</b>               |
| <b>Incident Management Systems</b><br>The department should use an established incident management system (IMS)                      | <b>50</b>            | <b>50</b>               |
| <b>Operational Considerations total:</b>                                                                                             | <b>100</b>           | <b>100</b>              |

**Item 730 “Credit for Operational Considerations (COC)” = 2.00 points**

**Water Supply**

Forty percent of a community's overall score is based on the adequacy of the water supply system. The ISO field representative evaluated:

- the capability of the water distribution system to meet the Needed Fire Flows at selected locations up to 3,500 gpm.
- size, type and installation of fire hydrants.
- inspection and flow testing of fire hydrants.

|                                             | <b>Earned Credit</b> | <b>Credit Available</b> |
|---------------------------------------------|----------------------|-------------------------|
| 616. Credit for Supply System               | <b>20.47</b>         | 30                      |
| 621. Credit for Hydrants                    | <b>1.73</b>          | 3                       |
| 631. Credit for Inspection and Flow Testing | <b>6.71</b>          | 7                       |
| <b>Item 640. Credit for Water Supply:</b>   | <b>28.91</b>         | <b>40</b>               |

**Item 616 – Credit for Supply System (30 points)**

The first item reviewed is Item 616 “Credit for Supply System (CSS)”. This item reviews the rate of flow that can be credited at each of the Needed Fire Flow test locations considering the supply works capacity, the main capacity and the hydrant distribution. The lowest flow rate of these items is credited for each representative location. A water system capable of delivering 250 gpm or more for a period of two hours plus consumption at the maximum daily rate at the fire location is considered minimum in the ISO review.

Where there are 2 or more systems or services distributing water at the same location, credit is given on the basis of the joint protection provided by all systems and services available.

The supply works capacity is calculated for each representative Needed Fire Flow test location, considering a variety of water supply sources. These include public water supplies, emergency supplies (usually accessed from neighboring water systems), suction supplies (usually evidenced by dry hydrant installations near a river, lake or other body of water), and supplies developed by a fire department using large diameter hose or vehicles to shuttle water from a source of supply to a fire site. The result is expressed in gallons per minute (gpm).

The normal ability of the distribution system to deliver Needed Fire Flows at the selected building locations is reviewed. The results of a flow test at a representative test location will indicate the ability of the water mains (or fire department in the case of fire department supplies) to carry water to that location.

The hydrant distribution is reviewed within 1,000 feet of representative test locations measured as hose can be laid by apparatus.

For maximum credit, the Needed Fire Flows should be available at each location in the district. Needed Fire Flows of 2,500 gpm or less should be available for 2 hours; and Needed Fire Flows of 3,000 and 3,500 gpm should be obtainable for 3 hours.

**Item 616 “Credit for Supply System (CSS)” = 20.47 points**

**Item 621 – Credit for Hydrants (3 points)**

The second item reviewed is Item 621 “Credit for Hydrants (CH)”. This item reviews the number of fire hydrants of each type compared with the total number of hydrants.

There are a total of 708 hydrants in the graded area.

| <b>620. Hydrants, - Size, Type and Installation</b>                                                                                                 | <b>Number of Hydrants</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>A. With a 6 -inch or larger branch and a pumper outlet with or without 2½ -inch outlets</b>                                                      | <b>228</b>                |
| <b>B. With a 6 -inch or larger branch and no pumper outlet but two or more 2½ -inch outlets, or with a small foot valve, or with a small barrel</b> | <b>120</b>                |
| <b>C./D. With only a 2½ -inch outlet or with less than a 6 -inch branch</b>                                                                         | <b>318</b>                |
| <b>E./F. Flush Type, Cistern, or Suction Point</b>                                                                                                  | <b>42</b>                 |

**Item 621 “Credit for Hydrants (CH)” = 1.73 points**

**Item 630 – Credit for Inspection and Flow Testing (7 points)**

The third item reviewed is Item 630 “Credit for Inspection and Flow Testing (CIT)”. This item reviews the fire hydrant inspection frequency, and the completeness of the inspections. Inspection of hydrants should be in accordance with AWWA M-17, *Installation, Field Testing and Maintenance of Fire Hydrants*.

**Frequency of Inspection (FI):** Average interval between the 3 most recent inspections.

| <b>Frequency</b> | <b>Points</b> |
|------------------|---------------|
| 1 year           | 30            |
| 2 years          | 20            |
| 3 years          | 10            |
| 4 years          | 5             |
| 5 years or more  | No Credit     |

**Note:** The points for inspection frequency are reduced by 10 points if the inspections are incomplete or do not include a flushing program. An additional reduction of 10 points are made if hydrants are not subjected to full system pressure during inspections. If the inspection of cisterns or suction points does not include actual drafting with a pumper, or back-flushing for dry hydrants, 20 points are deducted.

**Total points for Inspections = 3.94 points**

**Frequency of Fire Flow Testing (FF):** Average interval between the 3 most recent inspections.

| <b>Frequency</b> | <b>Points</b> |
|------------------|---------------|
| 5 years          | 40            |
| 6 years          | 30            |
| 7 years          | 20            |
| 8 years          | 10            |
| 9 years          | 5             |
| 10 years or more | No Credit     |

**Total points for Fire Flow Testing = 2.77 points**

**Item 631 “Credit for Inspection and Fire Flow Testing (CIT)” = 6.71 points**

**Divergence = -4.89**

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

### **Community Risk Reduction**

|                                                              | <b>Earned Credit</b> | <b>Credit Available</b> |
|--------------------------------------------------------------|----------------------|-------------------------|
| 1025. Credit for Fire Prevention and Code Enforcement (CPCE) | <b>1.59</b>          | 2.2                     |
| 1033. Credit for Public Fire Safety Education (CFSE)         | <b>1.49</b>          | 2.2                     |
| 1044. Credit for Fire Investigation Programs (CIP)           | <b>1.02</b>          | 1.1                     |
| <b>Item 1050. Credit for Community Risk Reduction</b>        | <b>4.10</b>          | <b>5.50</b>             |



| <b>Item 1025 – Credit for Fire Prevention Code Adoption and Enforcement (2.2 points)</b>                                                               | <b>Earned Credit</b> | <b>Credit Available</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>Fire Prevention Code Regulations (PCR)</b><br>Evaluation of fire prevention code regulations in effect.                                             | 10.00                | 10                      |
| <b>Fire Prevention Staffing (PS)</b><br>Evaluation of staffing for fire prevention activities.                                                         | 2.72                 | 8                       |
| <b>Fire Prevention Certification and Training (PCT)</b><br>Evaluation of the certification and training of fire prevention code enforcement personnel. | 3.25                 | 6                       |
| <b>Fire Prevention Programs (PCP)</b><br>Evaluation of fire prevention programs.                                                                       | 13.00                | 16                      |
| <b>Review of Fire Prevention Code and Enforcement (CPCE) subtotal:</b>                                                                                 | 28.97                | 40                      |

| <b>Item 1033 – Credit for Public Fire Safety Education (2.2 points)</b>                                                                                                                                      | <b>Earned Credit</b> | <b>Credit Available</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>Public Fire Safety Educators Qualifications and Training (FSQT)</b><br>Evaluation of public fire safety education personnel training and qualification as specified by the authority having jurisdiction. | 5.00                 | 10                      |
| <b>Public Fire Safety Education Programs (FSP)</b><br>Evaluation of programs for public fire safety education.                                                                                               | 22.00                | 30                      |
| <b>Review of Public Safety Education Programs (CFSE) subtotal:</b>                                                                                                                                           | 27.00                | 40                      |

| <b>Item 1044 – Credit for Fire Investigation Programs (1.1 points)</b>                                                                                                             | <b>Earned Credit</b> | <b>Credit Available</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>Fire Investigation Organization and Staffing (IOS)</b><br>Evaluation of organization and staffing for fire investigations.                                                      | 8.00                 | 8                       |
| <b>Fire Investigator Certification and Training (IQT)</b><br>Evaluation of fire investigator certification and training.                                                           | 4.50                 | 6                       |
| <b>Use of National Fire Incident Reporting System (IRS)</b><br>Evaluation of the use of the National Fire Incident Reporting System (NFIRS) for the 3 years before the evaluation. | 6.00                 | 6                       |
| <b>Review of Fire Investigation Programs (CIP) subtotal:</b>                                                                                                                       | 18.50                | 20                      |

**Summary of PPC Review**  
**for**  
**Arkansas City FPSA**

| <b>FSRS Item</b>                                  | <b>Earned Credit</b> | <b>Credit Available</b> |
|---------------------------------------------------|----------------------|-------------------------|
| <b>Emergency Communications</b>                   |                      |                         |
| 414. Credit for Emergency Reporting               | 2.55                 | 3                       |
| 422. Credit for Telecommunicators                 | 3.04                 | 4                       |
| 432. Credit for Dispatch Circuits                 | 2.46                 | 3                       |
| <b>440. Credit for Emergency Communications</b>   | <b>8.05</b>          | <b>10</b>               |
| <b>Fire Department</b>                            |                      |                         |
| 513. Credit for Engine Companies                  | 1.00                 | 6                       |
| 523. Credit for Reserve Pumpers                   | 0.50                 | 0.5                     |
| 532. Credit for Pumper Capacity                   | 3.00                 | 3                       |
| 549. Credit for Ladder Service                    | 2.46                 | 4                       |
| 553. Credit for Reserve Ladder and Service Trucks | 0.00                 | 0.5                     |
| 561. Credit for Deployment Analysis               | 4.93                 | 10                      |
| 571. Credit for Company Personnel                 | 6.00                 | 15                      |
| 581. Credit for Training                          | 4.02                 | 9                       |
| 730. Credit for Operational Considerations        | 2.00                 | 2                       |
| <b>590. Credit for Fire Department</b>            | <b>23.91</b>         | <b>50</b>               |
| <b>Water Supply</b>                               |                      |                         |
| 616. Credit for Supply System                     | 20.47                | 30                      |
| 621. Credit for Hydrants                          | 1.73                 | 3                       |
| 631. Credit for Inspection and Flow Testing       | 6.71                 | 7                       |
| <b>640. Credit for Water Supply</b>               | <b>28.91</b>         | <b>40</b>               |
| <b>Divergence</b>                                 | <b>-4.89</b>         | <b>--</b>               |
| <b>1050. Community Risk Reduction</b>             | <b>4.10</b>          | <b>5.50</b>             |
| <b>Total Credit</b>                               | <b>60.08</b>         | <b>105.5</b>            |

**Final Community Classification = 04**

INSURANCE SERVICES OFFICE, INC.  
HYDRANT FLOW DATA SUMMARY

Community Arkansas City FpsaCounty Kansas(Cowley), State KANSAS (15)

Witnessed by: Insurance Services Office

Survey Date: July 7, 2022

| TEST NO. | TYPE DIST.* | TEST LOCATION                                | SERVICE                               | FLOW - GPM<br>$Q=(29.83(C(d^5)p^{0.5}))$ |     |       |      | PRESSURE<br>PSI |        | FLOW -AT 20 PSI |        | REMARKS*** | MODEL TYPE | FLOW TEST DATE |
|----------|-------------|----------------------------------------------|---------------------------------------|------------------------------------------|-----|-------|------|-----------------|--------|-----------------|--------|------------|------------|----------------|
|          |             |                                              |                                       | INDIVIDUAL<br>HYDRANTS                   |     | TOTAL |      | STATIC          | RESID. | NEEDED<br>**    | AVAIL. |            |            |                |
| 1        |             | Kirk Rd and Crestwood Dr                     | Arkansas City Water Department, East  | 840                                      | 0   | 0     | 840  | 80              | 40     | 750             | 1000   |            | FTPC       | 06/09/2022     |
| 2        |             | Summit and Lincoln (NE side of intersection) | Arkansas City Water Department, Main  | 530                                      | 0   | 0     | 530  | 80              | 15     | 3000            | 500    |            | FTPC       | 06/09/2022     |
| 3        |             | 410 S Summit                                 | Arkansas City Water Department, Main  | 380                                      | 0   | 0     | 380  | 60              | 55     | 2250            | 1200   |            | FTPC       | 06/09/2022     |
| 4        |             | Walnut & S Summit                            | Arkansas City Water Department, Main  | 1190                                     | 0   | 0     | 1190 | 65              | 55     | 3000            | 2700   |            | FTPC       | 06/09/2022     |
| 5        |             | Linden and F St                              | Arkansas City Water Department, Main  | 750                                      | 0   | 0     | 750  | 75              | 60     | 3500            | 1500   |            | FTPC       | 06/09/2022     |
| 6        |             | Kansas & C St                                | Arkansas City Water Department, Main  | 380                                      | 0   | 0     | 380  | 70              | 65     | 1750            | 1300   |            | FTPC       | 06/09/2022     |
| 6.1      |             | Kansas & C St                                | Arkansas City Water Department, Main  | 380                                      | 0   | 0     | 380  | 70              | 65     | 750             | 1300   |            | FTPC       | 06/09/2022     |
| 7        |             | Stanley & A St                               | Arkansas City Water Department, Main  | 650                                      | 0   | 0     | 650  | 75              | 70     | 3000            | 2400   |            | FTPC       | 06/09/2022     |
| 8        |             | Radio Ln and Summit                          | Arkansas City Water Department, North | 990                                      | 0   | 0     | 990  | 60              | 50     | 3000            | 2100   |            | FTPC       | 06/09/2022     |
| 9        |             | Hilltop and Summit                           | Arkansas City Water Department, North | 920                                      | 0   | 0     | 920  | 65              | 55     | 3000            | 2100   |            | FTPC       | 06/09/2022     |
| 10       |             | 12th and Radio Lane                          | Arkansas City Water Department, North | 1060                                     | 0   | 0     | 1060 | 75              | 55     | 4000            | 1800   |            | FTPC       | 06/09/2022     |
| 10.1     |             | 12th and Radio Lane                          | Arkansas City Water Department, North | 1060                                     | 0   | 0     | 1060 | 75              | 55     | 1250            | 1800   |            | FTPC       | 06/09/2022     |
| 11       |             | Poplar and 11th                              | Arkansas City Water Department, Main  | 530                                      | 0   | 0     | 530  | 50              | 35     | 1750            | 750    |            | FTPC       | 06/09/2022     |
| 12       |             | Chestnut and 5th                             | Arkansas City Water Department, Main  | 750                                      | 610 | 0     | 1360 | 70              | 35     | 1250            | 1600   |            | FTPC       | 06/09/2022     |
| 12.1     |             | Chestnut and 5th                             | Arkansas City Water Department, Main  | 750                                      | 610 | 0     | 1360 | 70              | 35     | 750             | 1600   |            | FTPC       | 06/09/2022     |
| 14       |             | Madison & 2                                  | Arkansas City Water Department, Main  | 750                                      | 0   | 0     | 750  | 80              | 75     | 4500            | 2900   |            | FTPC       | 06/09/2022     |

THE ABOVE LISTED NEEDED FIRE FLOWS ARE FOR PROPERTY INSURANCE PREMIUM CALCULATIONS ONLY AND ARE NOT INTENDED TO PREDICT THE MAXIMUM AMOUNT OF WATER REQUIRED FOR A LARGE SCALE FIRE CONDITION.

THE AVAILABLE FLOWS ONLY INDICATE THE CONDITIONS THAT EXISTED AT THE TIME AND AT THE LOCATION WHERE TESTS WERE WITNESSED.

\*Comm = Commercial; Res = Residential.

\*\*Needed is the rate of flow for a specific duration for a full credit condition. Needed Fire Flows greater than 3,500 gpm are not considered in determining the classification of the city when using the Fire Suppression Rating Schedule.

\*\*\* (A)-Limited by available hydrants to gpm shown. Available facilities limit flow to gpm shown plus consumption for the needed duration of (B)-2 hours, (C)-3 hours or (D)-4 hours.

INSURANCE SERVICES OFFICE, INC.  
HYDRANT FLOW DATA SUMMARY

Community Arkansas City FpsaCounty Kansas(Cowley), State KANSAS (15)

Witnessed by: Insurance Services Office

Survey Date: July 7, 2022

| TEST NO. | TYPE DIST.* | TEST LOCATION      | SERVICE                                | FLOW - GPM          |   |   |       | PRESSURE |        | FLOW -AT 20 PSI |        | REMARKS***     | MODEL TYPE | FLOW TEST DATE |
|----------|-------------|--------------------|----------------------------------------|---------------------|---|---|-------|----------|--------|-----------------|--------|----------------|------------|----------------|
|          |             |                    |                                        |                     |   |   |       | PSI      |        |                 |        |                |            |                |
|          |             |                    |                                        | INDIVIDUAL HYDRANTS |   |   | TOTAL | STATIC   | RESID. | NEEDED **       | AVAIL. |                |            |                |
| 14.1     |             | Madison & 2        | Arkansas City Water Department, Main   | 750                 | 0 | 0 | 750   | 80       | 75     | 4500            | 2900   |                | FTPC       | 06/09/2022     |
| 14.2     |             | Madison & 2        | Arkansas City Water Department, Main   | 750                 | 0 | 0 | 750   | 80       | 75     | 3500            | 2900   |                | FTPC       | 06/09/2022     |
| 15       |             | Tyler and 1st      | Arkansas City Water Department, Main   | 920                 | 0 | 0 | 920   | 85       | 70     | 1750            | 2000   |                | FTPC       | 06/09/2022     |
| 16       |             | Goff & 61st Rd     | Arkansas City Water Department, North  | 1060                | 0 | 0 | 1060  | 70       | 60     | 7000            | 2500   | (D)-(4608 gpm) | FTPC       | 06/09/2022     |
| 16.1     |             | Goff & 61st Rd     | Arkansas City Water Department, North  | 1060                | 0 | 0 | 1060  | 70       | 60     | 3000            | 2500   |                | FTPC       | 06/09/2022     |
| 17       |             | 61st Rd and Wilson | Cowley CO RWD 1 Water Department, Main | 440                 | 0 | 0 | 440   | 57       | 27     | 2250            | 500    | (B)-(1001 gpm) | FTPC       | 08/09/2022     |
|          |             |                    |                                        |                     |   |   |       |          |        |                 |        |                |            |                |
|          |             |                    |                                        |                     |   |   |       |          |        |                 |        |                |            |                |
|          |             |                    |                                        |                     |   |   |       |          |        |                 |        |                |            |                |
|          |             |                    |                                        |                     |   |   |       |          |        |                 |        |                |            |                |
|          |             |                    |                                        |                     |   |   |       |          |        |                 |        |                |            |                |
|          |             |                    |                                        |                     |   |   |       |          |        |                 |        |                |            |                |
|          |             |                    |                                        |                     |   |   |       |          |        |                 |        |                |            |                |
|          |             |                    |                                        |                     |   |   |       |          |        |                 |        |                |            |                |
|          |             |                    |                                        |                     |   |   |       |          |        |                 |        |                |            |                |
|          |             |                    |                                        |                     |   |   |       |          |        |                 |        |                |            |                |
|          |             |                    |                                        |                     |   |   |       |          |        |                 |        |                |            |                |

THE ABOVE LISTED NEEDED FIRE FLOWS ARE FOR PROPERTY INSURANCE PREMIUM CALCULATIONS ONLY AND ARE NOT INTENDED TO PREDICT THE MAXIMUM AMOUNT OF WATER REQUIRED FOR A LARGE SCALE FIRE CONDITION.

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\*\*\* (A)-Limited by available hydrants to gpm shown. Available facilities limit flow to gpm shown plus consumption for the needed duration of (B)-2 hours, (C)-3 hours or (D)-4 hours.

# **Public Protection Classification (PPC®)**

## **Summary Report**

**Arkansas City FDS**

**KANSAS**

**Prepared by**

**Insurance Services Office, Inc.  
1000 Bishops Gate Blvd., Ste. 300  
P.O. Box 5404  
Mt. Laurel, New Jersey 08054-5404  
1-800-444-4554**

**Report Created November 2022  
Effective March 1, 2023**

## Background Information

### Introduction

ISO collects and evaluates information from communities in the United States on their structure fire suppression capabilities. The data is analyzed using our Fire Suppression Rating Schedule (FSRS) and then a Public Protection Classification (PPC®) grade is assigned to the community. The surveys are conducted whenever it appears that there is a possibility of a PPC change. As such, the PPC program provides important, up-to-date information about fire protection services throughout the country.

The FSRS recognizes fire protection features only as they relate to suppression of first alarm structure fires. In many communities, fire suppression may be only a small part of the fire department's overall responsibility. ISO recognizes the dynamic and comprehensive duties of a community's fire service, and understands the complex decisions a community must make in planning and delivering emergency services. However, in developing a community's PPC grade, only features related to reducing property losses from structural fires are evaluated. Multiple alarms, simultaneous incidents and life safety are not considered in this evaluation. The PPC program evaluates the fire protection for small to average size buildings. Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual PPC grade.

A community's investment in fire mitigation is a proven and reliable predictor of future fire losses. Statistical data on insurance losses bears out the relationship between excellent fire protection – as measured by the PPC program – and low fire losses. So, insurance companies use PPC information for marketing, underwriting, and to help establish fair premiums for homeowners and commercial fire insurance. In general, the price of fire insurance in a community with a good PPC grade is substantially lower than in a community with a poor PPC grade, assuming all other factors are equal.

ISO is an independent company that serves insurance companies, communities, fire departments, insurance regulators, and others by providing information about risk. ISO's expert staff collects information about municipal fire suppression efforts in communities throughout the United States. In each of those communities, ISO analyzes the relevant data and assigns a PPC grade – a number from 1 to 10. Class 1 represents an exemplary fire suppression program, and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.

ISO's PPC program evaluates communities according to a uniform set of criteria, incorporating nationally recognized standards developed by the National Fire Protection Association and the American Water Works Association. A community's PPC grade depends on:

- **Needed Fire Flows**, which are representative building locations used to determine the theoretical amount of water necessary for fire suppression purposes.
- **Emergency Communications**, including emergency reporting, telecommunicators, and dispatching systems.
- **Fire Department**, including equipment, staffing, training, geographic distribution of fire companies, operational considerations, and community risk reduction.
- **Water Supply**, including inspection and flow testing of hydrants, alternative water supply operations, and a careful evaluation of the amount of available water compared with the amount needed to suppress fires up to 3,500 gpm.

## Data Collection and Analysis

ISO has evaluated and classified over 39,000 fire protection areas across the United States using its FSRs. A combination of meetings between trained ISO field representatives and the dispatch center coordinator, community fire official, and water superintendent is used in conjunction with a comprehensive questionnaire to collect the data necessary to determine the PPC grade. In order for a community to obtain a grade better than a Class 9, three elements of fire suppression features are reviewed. These three elements are Emergency Communications, Fire Department, and Water Supply.

A review of the **Emergency Communications** accounts for 10% of the total classification. This section is weighted at **10 points**, as follows:

- Emergency Reporting 3 points
- Telecommunicators 4 points
- Dispatch Circuits 3 points

A review of the **Fire Department** accounts for 50% of the total classification. ISO focuses on a fire department's first alarm response and initial attack to minimize potential loss. The fire department section is weighted at **50 points**, as follows:

- Engine Companies 6 points
- Reserve Pumpers 0.5 points
- Pump Capacity 3 points
- Ladder/Service Companies 4 points
- Reserve Ladder/Service Trucks 0.5 points
- Deployment Analysis 10 points
- Company Personnel 15 points
- Training 9 points
- Operational considerations 2 points
- Community Risk Reduction 5.5 points (in addition to the 50 points above)

A review of the **Water Supply** system accounts for 40% of the total classification. ISO reviews the water supply a community uses to determine the adequacy for fire suppression purposes. The water supply system is weighted at **40 points**, as follows:

- Credit for Supply System 30 points
- Hydrant Size, Type & Installation 3 points
- Inspection & Flow Testing of Hydrants 7 points

There is one additional factor considered in calculating the final score – **Divergence**.

Even the best fire department will be less than fully effective if it has an inadequate water supply. Similarly, even a superior water supply will be less than fully effective if the fire department lacks the equipment or personnel to use the water. The FSRS score is subject to modification by a divergence factor, which recognizes disparity between the effectiveness of the fire department and the water supply.

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

### **PPC Grade**

The PPC grade assigned to the community will depend on the community's score on a 100-point scale:

| PPC | Points         |
|-----|----------------|
| 1   | 90.00 or more  |
| 2   | 80.00 to 89.99 |
| 3   | 70.00 to 79.99 |
| 4   | 60.00 to 69.99 |
| 5   | 50.00 to 59.99 |
| 6   | 40.00 to 49.99 |
| 7   | 30.00 to 39.99 |
| 8   | 20.00 to 29.99 |
| 9   | 10.00 to 19.99 |
| 10  | 0.00 to 9.99   |

The classification numbers are interpreted as follows:

- Class 1 through (and including) Class 8 represents a fire suppression system that includes an FSRS creditable dispatch center, fire department, and water supply.
- Class 8B is a special classification that recognizes a superior level of fire protection in otherwise Class 9 areas. It is designed to represent a fire protection delivery system that is superior except for a lack of a water supply system capable of the minimum FSRS fire flow criteria of 250 gpm for 2 hours.
- Class 9 is a fire suppression system that includes a creditable dispatch center, fire department but no FSRS creditable water supply.
- Class 10 does not meet minimum FSRS criteria for recognition, including areas that are beyond five road miles of a recognized fire station.



## New PPC program changes effective July 1, 2014

We have revised the PPC program to capture the effects of enhanced fire protection capabilities that reduce fire loss and fire severity in Split Class 9 and Split Class 8B areas (as outlined below). This new structure benefits the fire service, community, and property owner.

### New classifications

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new PPC classes will improve the predictive value for insurers while benefiting both commercial and residential property owners. Here are the new classifications and what they mean.

### Split classifications

When we develop a split classification for a community — for example 5/9 — the first number is the class that applies to properties within 5 road miles of the responding fire station and 1,000 feet of a creditable water supply, such as a fire hydrant, suction point, or dry hydrant. The second number is the class that applies to properties within 5 road miles of a fire station but beyond 1,000 feet of a creditable water supply. We have revised the classification to reflect more precisely the risk of loss in a community, replacing Class 9 and 8B in the second part of a split classification with revised designations.

### What's changed with the new classifications?

We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently displayed as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9".
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B".
- Communities graded with single "9" or "8B" classifications will remain intact.

| Prior Classification | New Classification |
|----------------------|--------------------|
| 1/9                  | 1/1X               |
| 2/9                  | 2/2X               |
| 3/9                  | 3/3X               |
| 4/9                  | 4/4X               |
| 5/9                  | 5/5X               |
| 6/9                  | 6/6X               |
| 7/9                  | 7/7X               |
| 8/9                  | 8/8X               |
| 9                    | 9                  |

| Prior Classification | New Classification |
|----------------------|--------------------|
| 1/8B                 | 1/1Y               |
| 2/8B                 | 2/2Y               |
| 3/8B                 | 3/3Y               |
| 4/8B                 | 4/4Y               |
| 5/8B                 | 5/5Y               |
| 6/8B                 | 6/6Y               |
| 7/8B                 | 7/7Y               |
| 8/8B                 | 8/8Y               |
| 8B                   | 8B                 |

### **What's changed?**

As you can see, we're still maintaining split classes, but it's how we represent them to insurers that's changed. The new designations reflect a reduction in fire severity and loss and have the potential to reduce property insurance premiums.

### **Benefits of the revised split class designations**

- To the fire service, the revised designations identify enhanced fire suppression capabilities used throughout the fire protection area
- To the community, the new classes reward a community's fire suppression efforts by showing a more reflective designation
- To the individual property owner, the revisions offer the potential for decreased property insurance premiums

### **New water class**

Our data also shows that risks located more than 5 but less than 7 road miles from a responding fire station with a creditable water source within 1,000 feet had better loss experience than those farther than 5 road miles from a responding fire station with no creditable water source. We've introduced a new classification —10W— to recognize the reduced loss potential of such properties.

### **What's changed with Class 10W?**

Class 10W is property-specific. Not all properties in the 5-to-7-mile area around the responding fire station will qualify. The difference between Class 10 and 10W is that the 10W-graded risk or property is within 1,000 feet of a creditable water supply. Creditable water supplies include fire protection systems using hauled water in any of the split classification areas.

### **What's the benefit of Class 10W?**

10W gives credit to risks within 5 to 7 road miles of the responding fire station and within 1,000 feet of a creditable water supply. That's reflective of the potential for reduced property insurance premiums.

### **What does the fire chief have to do?**

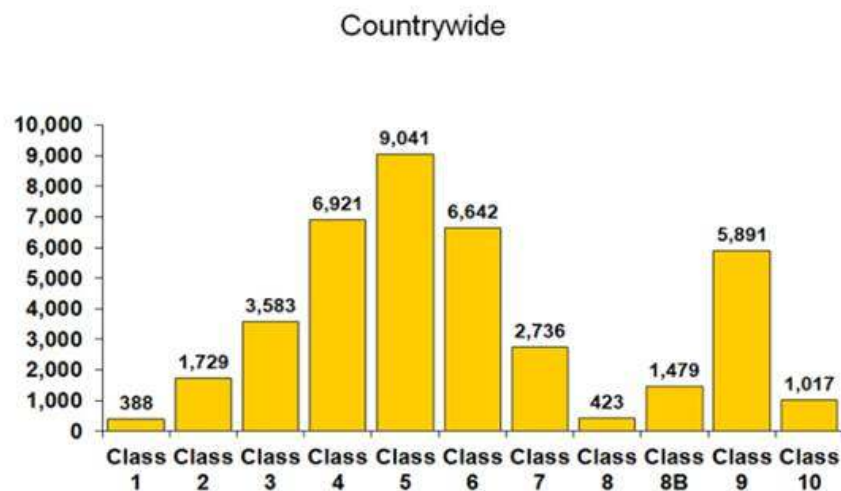
Fire chiefs don't have to do anything at all. The revised classifications went in place automatically effective July 1, 2014 (July 1, 2015 for Texas).

### **What if I have additional questions?**

Feel free to contact ISO at 800.444.4554 or email us at [PPC-Cust-Serv@iso.com](mailto:PPC-Cust-Serv@iso.com).

**Distribution of PPC Grades**

The 2020 published countrywide distribution of communities by the PPC grade is as follows:



**Assistance**

The PPC program offers help to communities, fire departments, and other public officials as they plan for, budget, and justify improvements. ISO is also available to assist in the understanding of the details of this evaluation.

The PPC program representatives can be reached by telephone at (800) 444-4554. The technical specialists at this telephone number have access to the details of this evaluation and can effectively speak with you about your questions regarding the PPC program. What's more, we can be reached via the internet at [www.isomitigation.com/talk/](http://www.isomitigation.com/talk/).

We also have a website dedicated to our Community Hazard Mitigation Classification programs at [www.isomitigation.com](http://www.isomitigation.com). Here, fire chiefs, building code officials, community leaders and other interested citizens can access a wealth of data describing the criteria used in evaluating how cities and towns are protecting residents from fire and other natural hazards. This website will allow you to learn more about the PPC program. The website provides important background information, insights about the PPC grading processes and technical documents. ISO is also pleased to offer Fire Chiefs Online — a special, secured website with information and features that can help improve your PPC grade, including a list of the Needed Fire Flows for all the commercial occupancies ISO has on file for your community. Visitors to the site can download information, see statistical results and also contact ISO for assistance.

In addition, on-line access to the FSRs and its commentaries is available to registered customers for a fee. However, fire chiefs and community chief administrative officials are given access privileges to this information without charge.

To become a registered fire chief or community chief administrative official, register at [www.isomitigation.com](http://www.isomitigation.com).

## PPC Review

ISO concluded its review of the fire suppression features being provided for Arkansas City FDS. The resulting community classification is **Class 06/10**.

If the classification is a single class, the classification applies to properties with a Needed Fire Flow of 3,500 gpm or less in the community. If the classification is a split class (e.g., 6/XX):

- The first class (e.g., “6” in a 6/XX) applies to properties within 5 road miles of a recognized fire station and within 1,000 feet of a fire hydrant or alternate water supply.
- The second class (XX or XY) applies to properties beyond 1,000 feet of a fire hydrant but within 5 road miles of a recognized fire station.
- Alternative Water Supply: The first class (e.g., “6” in a 6/10) applies to properties within 5 road miles of a recognized fire station with no hydrant distance requirement.
- Class 10 applies to properties over 5 road miles of a recognized fire station.
- Class 10W applies to properties within 5 to 7 road miles of a recognized fire station with a recognized water supply within 1,000 feet.
- Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual classification.

| FSRS Feature                                      | Earned Credit | Credit Available |
|---------------------------------------------------|---------------|------------------|
| <b>Emergency Communications</b>                   |               |                  |
| 414. Credit for Emergency Reporting               | 2.55          | 3                |
| 422. Credit for Telecommunicators                 | 3.04          | 4                |
| 432. Credit for Dispatch Circuits                 | 2.46          | 3                |
| <b>440. Credit for Emergency Communications</b>   | <b>8.05</b>   | <b>10</b>        |
| <b>Fire Department</b>                            |               |                  |
| 513. Credit for Engine Companies                  | 1.50          | 6                |
| 523. Credit for Reserve Pumpers                   | 0.50          | 0.50             |
| 532. Credit for Pump Capacity                     | 3.00          | 3                |
| 549. Credit for Ladder Service                    | 1.00          | 4                |
| 553. Credit for Reserve Ladder and Service Trucks | 0.00          | 0.50             |
| 561. Credit for Deployment Analysis               | 2.56          | 10               |
| 571. Credit for Company Personnel                 | 6.67          | 15               |
| 581. Credit for Training                          | 3.99          | 9                |
| 730. Credit for Operational Considerations        | 2.00          | 2                |
| <b>590. Credit for Fire Department</b>            | <b>21.22</b>  | <b>50</b>        |
| <b>Water Supply</b>                               |               |                  |
| 616. Credit for Supply System                     | 5.47          | 30               |
| 621. Credit for Hydrants                          | 1.73          | 3                |
| 631. Credit for Inspection and Flow Testing       | 6.71          | 7                |
| <b>640. Credit for Water Supply</b>               | <b>13.91</b>  | <b>40</b>        |
| <b>Divergence</b>                                 | <b>-1.53</b>  | <b>--</b>        |
| <b>1050. Community Risk Reduction</b>             | <b>1.35</b>   | <b>5.50</b>      |
| <b>Total Credit</b>                               | <b>43.00</b>  | <b>105.50</b>    |

## **Emergency Communications**

Ten percent of a community's overall score is based on how well the communications center receives and dispatches fire alarms. Our field representative evaluated:

- Communications facilities provided for the general public to report structure fires
- Enhanced 9-1-1 Telephone Service including wireless
- Computer-aided dispatch (CAD) facilities
- Alarm receipt and processing at the communication center
- Training and certification of telecommunicators
- Facilities used to dispatch fire department companies to reported structure fires

|                                                       | <b>Earned Credit</b> | <b>Credit Available</b> |
|-------------------------------------------------------|----------------------|-------------------------|
| 414. Credit Emergency Reporting                       | <b>2.55</b>          | 3                       |
| 422. Credit for Telecommunicators                     | <b>3.04</b>          | 4                       |
| 432. Credit for Dispatch Circuits                     | <b>2.46</b>          | 3                       |
| <b>Item 440. Credit for Emergency Communications:</b> | <b>8.05</b>          | <b>10</b>               |

### **Item 414 - Credit for Emergency Reporting (3 points)**

The first item reviewed is Item 414 "Credit for Emergency Reporting (CER)". This item reviews the emergency communication center facilities provided for the public to report fires including 911 systems (Basic or Enhanced), Wireless Phase I and Phase II, Voice over Internet Protocol, Computer Aided Dispatch and Geographic Information Systems for automatic vehicle location. ISO uses National Fire Protection Association (NFPA) 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems* as the reference for this section.

| <b>Item 410. Emergency Reporting (CER)</b>                                                                                                                                                                                                                                                                                                     | <b>Earned Credit</b> | <b>Credit Available</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>A./B. Basic 9-1-1, Enhanced 9-1-1 or No 9-1-1</b><br>For maximum credit, there should be an Enhanced 9-1-1 system, Basic 9-1-1 and No 9-1-1 will receive partial credit.                                                                                                                                                                    | <b>20.00</b>         | <b>20</b>               |
| <b>1. E9-1-1 Wireless</b><br>Wireless Phase I using Static ALI (automatic location identification) Functionality (10 points); Wireless Phase II using Dynamic ALI Functionality (15 points); Both available will be 25 points                                                                                                                  | <b>25.00</b>         | <b>25</b>               |
| <b>2. E9-1-1 Voice over Internet Protocol (VoIP)</b><br>Static VoIP using Static ALI Functionality (10 points); Nomadic VoIP using Dynamic ALI Functionality (15 points); Both available will be 25 points                                                                                                                                     | <b>25.00</b>         | <b>25</b>               |
| <b>3. Computer Aided Dispatch</b><br>Basic CAD (5 points); CAD with Management Information System (5 points); CAD with Interoperability (5 points)                                                                                                                                                                                             | <b>15.00</b>         | <b>15</b>               |
| <b>4. Geographic Information System (GIS/AVL)</b><br><u>The PSAP uses</u> a fully integrated CAD/GIS management system with automatic vehicle location (AVL) integrated with a CAD system providing dispatch assignments.<br><br>The individual fire departments being dispatched <u>do not</u> need GIS/AVL capability to obtain this credit. | <b>0.00</b>          | <b>15</b>               |
| <b>Review of Emergency Reporting total:</b>                                                                                                                                                                                                                                                                                                    | <b>85.00</b>         | <b>100</b>              |

#### **Item 422- Credit for Telecommunicators (4 points)**

The second item reviewed is Item 422 “Credit for Telecommunicators (TC)”. This item reviews the number of Telecommunicators on duty at the center to handle fire calls and other emergencies. All emergency calls including those calls that do not require fire department action are reviewed to determine the proper staffing to answer emergency calls and dispatch the appropriate emergency response. The 2013 Edition of NFPA 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems*, recommends that ninety-five percent of emergency calls shall be answered within 15 seconds and ninety-nine percent of emergency calls shall be answered within 40 seconds. In addition, NFPA recommends that eighty percent of emergency alarm processing shall be completed within 60 seconds and ninety-five percent of alarm processing shall be completed within 106 seconds of answering the call.

To receive full credit for operators on duty, ISO must review documentation to show that the communication center meets NFPA 1221 call answering and dispatch time performance measurement standards. This documentation may be in the form of performance statistics or other performance measurements compiled by the 9-1-1 software or other software programs that are currently in use such as Computer Aided Dispatch (CAD) or Management Information System (MIS).

| <b>Item 420. Telecommunicators (CTC)</b>                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Earned Credit</b> | <b>Credit Available</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>A1. Alarm Receipt (AR)</b><br>Receipt of alarms shall meet the requirements in accordance with the criteria of NFPA 1221                                                                                                                                                                                                                                                                                                                                  | <b>20.00</b>         | <b>20</b>               |
| <b>A2. Alarm Processing (AP)</b><br>Processing of alarms shall meet the requirements in accordance with the criteria of NFPA 1221                                                                                                                                                                                                                                                                                                                            | <b>0.00</b>          | <b>20</b>               |
| <b>B. Emergency Dispatch Protocols (EDP)</b><br>Telecommunicators have emergency dispatch protocols (EDP) containing questions and a decision-support process to facilitate correct call categorization and prioritization.                                                                                                                                                                                                                                  | <b>20.00</b>         | <b>20</b>               |
| <b>C. Telecommunicator Training and Certification (TTC)</b><br>Telecommunicators meet the qualification requirements referenced in NFPA 1061, <i>Standard for Professional Qualifications for Public Safety Telecommunicator</i> , and/or the Association of Public-Safety Communications Officials - International (APCO) <i>Project 33</i> . Telecommunicators are certified in the knowledge, skills, and abilities corresponding to their job functions. | <b>18.67</b>         | <b>20</b>               |
| <b>D. Telecommunicator Continuing Education and Quality Assurance (TQA)</b><br>Telecommunicators participate in continuing education and/or in-service training and quality-assurance programs as appropriate for their positions                                                                                                                                                                                                                            | <b>17.33</b>         | <b>20</b>               |
| <b>Review of Telecommunicators total:</b>                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>76.00</b>         | <b>100</b>              |

**Item 432 - Credit for Dispatch Circuits (3 points)**

The third item reviewed is Item 432 “Credit for Dispatch Circuits (CDC)”. This item reviews the dispatch circuit facilities used to transmit alarms to fire department members. A “Dispatch Circuit” is defined in NFPA 1221 as “A circuit over which an alarm is transmitted from the communications center to an emergency response facility (ERF) or emergency response units (ERUs) to notify ERUs to respond to an emergency”. All fire departments (except single fire station departments with full-time firefighter personnel receiving alarms directly at the fire station) need adequate means of notifying all firefighter personnel of the location of reported structure fires. The dispatch circuit facilities should be in accordance with the general criteria of NFPA 1221. “Alarms” are defined in this Standard as “A signal or message from a person or device indicating the existence of an emergency or other situation that requires action by an emergency response agency”.

There are two different levels of dispatch circuit facilities provided for in the Standard – a primary dispatch circuit and a secondary dispatch circuit. In jurisdictions that receive 730 alarms or more per year (average of two alarms per 24-hour period), two separate and dedicated dispatch circuits, a primary and a secondary, are needed. In jurisdictions receiving fewer than 730 alarms per year, a second dedicated dispatch circuit is not needed. Dispatch circuit facilities installed but not used or tested (in accordance with the NFPA Standard) receive no credit.

The score for Credit for Dispatch Circuits (CDC) is influenced by monitoring for integrity of the primary dispatch circuit. There are up to 0.90 points available for this Item. Monitoring for integrity involves installing automatic systems that will detect faults and failures and send visual and audible indications to appropriate communications center (or dispatch center) personnel. ISO uses NFPA 1221 to guide the evaluation of this item. ISO's evaluation also includes a review of the communication system's emergency power supplies.

**Item 432 “Credit for Dispatch Circuits (CDC)” = 2.46 points**



## **Fire Department**

Fifty percent of a community's overall score is based upon the fire department's structure fire suppression system. ISO's field representative evaluated:

- Engine and ladder/service vehicles including reserve apparatus
- Equipment carried
- Response to reported structure fires
- Deployment analysis of companies
- Available and/or responding firefighters
- Training

|                                                   | <b>Earned Credit</b> | <b>Credit Available</b> |
|---------------------------------------------------|----------------------|-------------------------|
| 513. Credit for Engine Companies                  | <b>1.50</b>          | 6                       |
| 523. Credit for Reserve Pumpers                   | <b>0.50</b>          | 0.5                     |
| 532. Credit for Pumper Capacity                   | <b>3.00</b>          | 3                       |
| 549. Credit for Ladder Service                    | <b>1.00</b>          | 4                       |
| 553. Credit for Reserve Ladder and Service Trucks | <b>0.00</b>          | 0.5                     |
| 561. Credit for Deployment Analysis               | <b>2.56</b>          | 10                      |
| 571. Credit for Company Personnel                 | <b>6.67</b>          | 15                      |
| 581. Credit for Training                          | <b>3.99</b>          | 9                       |
| 730. Credit for Operational Considerations        | <b>2.00</b>          | 2                       |
| <b>Item 590. Credit for Fire Department:</b>      | <b>21.22</b>         | <b>50</b>               |

## **Basic Fire Flow**

The Basic Fire Flow for the community is determined by the review of the Needed Fire Flows for selected buildings in the community. The fifth largest Needed Fire Flow is determined to be the Basic Fire Flow. The Basic Fire Flow has been determined to be 1500 gpm.

**Item 513 - Credit for Engine Companies (6 points)**

The first item reviewed is Item 513 "Credit for Engine Companies (CEC)". This item reviews the number of engine companies, their pump capacity, hose testing, pump testing and the equipment carried on the in-service pumpers. To be recognized, pumper apparatus must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* which include a minimum 250 gpm pump, an emergency warning system, a 300 gallon water tank, and hose. At least 1 apparatus must have a permanently mounted pump rated at 750 gpm or more at 150 psi.

The review of the number of needed pumpers considers the response distance to built-upon areas; the Basic Fire Flow; and the method of operation. Multiple alarms, simultaneous incidents, and life safety are not considered.

The greatest value of A, B, or C below is needed in the fire district to suppress fires in structures with a Needed Fire Flow of 3,500 gpm or less: **2 engine companies**

- a) **1 engine companies** to provide fire suppression services to areas to meet NFPA 1710 criteria or within 1½ miles.
- b) **2 engine companies** to support a Basic Fire Flow of 1500 gpm.
- c) **2 engine companies** based upon the fire department's method of operation to provide a minimum two engine response to all first alarm structure fires.

The FSRS recognizes that there are **1 engine companies** in service.

The FSRS also reviews Automatic Aid. Automatic Aid is considered in the review as assistance dispatched automatically by contractual agreement between two communities or fire districts. That differs from mutual aid or assistance arranged case by case. ISO will recognize an Automatic Aid plan under the following conditions:

- It must be prearranged for first alarm response according to a definite plan. It is preferable to have a written agreement, but ISO may recognize demonstrated performance.
- The aid must be dispatched to all reported structure fires on the initial alarm.
- The aid must be provided 24 hours a day, 365 days a year.

FSRS Item 512.D "Automatic Aid Engine Companies" responding on first alarm and meeting the needs of the city for basic fire flow and/or distribution of companies are factored based upon the value of the Automatic Aid plan (up to 1.00 can be used as the factor). The Automatic Aid factor is determined by a review of the Automatic Aid provider's communication facilities, how they receive alarms from the graded area, inter-department training between fire departments, and the fire ground communications capability between departments.

For each engine company, the credited Pump Capacity (PC), the Hose Carried (HC), the Equipment Carried (EC) all contribute to the calculation for the percent of credit the FSRS provides to that engine company.

**Item 513 "Credit for Engine Companies (CEC)" = 1.50 points**

**Item 523 - Credit for Reserve Pumpers (0.50 points)**

The item is Item 523 “Credit for Reserve Pumpers (CRP)”. This item reviews the number and adequacy of the pumpers and their equipment. The number of needed reserve pumpers is 1 for each 8 needed engine companies determined in Item 513, or any fraction thereof.

**Item 523 “Credit for Reserve Pumpers (CRP)” = 0.50 points**

**Item 532 – Credit for Pumper Capacity (3 points)**

The next item reviewed is Item 532 “Credit for Pumper Capacity (CPC)”. The total pump capacity available should be sufficient for the Basic Fire Flow of 1500 gpm. The maximum needed pump capacity credited is the Basic Fire Flow of the community.

**Item 532 “Credit for Pumper Capacity (CPC)” = 3.00 points**

**Item 549 – Credit for Ladder Service (4 points)**

The next item reviewed is Item 549 “Credit for Ladder Service (CLS)”. This item reviews the number of response areas within the city with 5 buildings that are 3 or more stories or 35 feet or more in height, or with 5 buildings that have a Needed Fire Flow greater than 3,500 gpm, or any combination of these criteria. The height of all buildings in the city, including those protected by automatic sprinklers, is considered when determining the number of needed ladder companies. Response areas not needing a ladder company should have a service company. Ladders, tools and equipment normally carried on ladder trucks are needed not only for ladder operations but also for forcible entry, ventilation, salvage, overhaul, lighting and utility control.

The number of ladder or service companies, the height of the aerial ladder, aerial ladder testing and the equipment carried on the in-service ladder trucks and service trucks is compared with the number of needed ladder trucks and service trucks and an FSRS equipment list. Ladder trucks must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* to be recognized.

The number of needed ladder-service trucks is dependent upon the number of buildings 3 stories or 35 feet or more in height, buildings with a Needed Fire Flow greater than 3,500 gpm, and the method of operation.

The FSRS recognizes that there are **0 ladder companies** in service. These companies are needed to provide fire suppression services to areas to meet NFPA 1710 criteria or within 2½ miles and the number of buildings with a Needed Fire Flow over 3,500 gpm or 3 stories or more in height, or the method of operation.

The FSRS recognizes that there are **1 service companies** in service.

**Item 549 “Credit for Ladder Service (CLS)” = 1.00 points**

**Item 553 – Credit for Reserve Ladder and Service Trucks (0.50 points)**

The next item reviewed is Item 553 “Credit for Reserve Ladder and Service Trucks (CRLS)”. This item considers the adequacy of ladder and service apparatus when one (or more in larger communities) of these apparatus are out of service. The number of needed reserve ladder and service trucks is 1 for each 8 needed ladder and service companies that were determined to be needed in Item 540, or any fraction thereof.

**Item 553 “Credit for Reserve Ladder and Service Trucks (CRLS)” = 0.00 points**

**Item 561 – Deployment Analysis (10 points)**

Next, Item 561 “Deployment Analysis (DA)” is reviewed. This Item examines the number and adequacy of existing engine and ladder-service companies to cover built-upon areas of the city.

To determine the Credit for Distribution, first the Existing Engine Company (EC) points and the Existing Engine Companies (EE) determined in Item 513 are considered along with Ladder Company Equipment (LCE) points, Service Company Equipment (SCE) points, Engine-Ladder Company Equipment (ELCE) points, and Engine-Service Company Equipment (ESCE) points determined in Item 549.

Secondly, as an alternative to determining the number of needed engine and ladder/service companies through the road-mile analysis, a fire protection area may use the results of a systematic performance evaluation. This type of evaluation analyzes computer-aided dispatch (CAD) history to demonstrate that, with its current deployment of companies, the fire department meets the time constraints for initial arriving engine and initial full alarm assignment in accordance with the general criteria of in NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*.

A determination is made of the percentage of built upon area within 1½ miles of a first-due engine company and within 2½ miles of a first-due ladder-service company.

**Item 561 “Credit Deployment Analysis (DA)” = 2.56 points**

**Item 571 – Credit for Company Personnel (15 points)**

Item 571 “Credit for Company Personnel (CCP)” reviews the average number of existing firefighters and company officers available to respond to reported first alarm structure fires in the city.

The on-duty strength is determined by the yearly average of total firefighters and company officers on-duty considering vacations, sick leave, holidays, “Kelley” days and other absences. When a fire department operates under a minimum staffing policy, this may be used in lieu of determining the yearly average of on-duty company personnel.

Firefighters on apparatus not credited under Items 513 and 549 that regularly respond to reported first alarms to aid engine, ladder, and service companies are included in this item as increasing the total company strength.

Firefighters staffing ambulances or other units serving the general public are credited if they participate in fire-fighting operations, the number depending upon the extent to which they are available and are used for response to first alarms of fire.

On-Call members are credited on the basis of the average number staffing apparatus on first alarms. Off-shift career firefighters and company officers responding on first alarms are considered on the same basis as on-call personnel. For personnel not normally at the fire station, the number of responding firefighters and company officers is divided by 3 to reflect the time needed to assemble at the fire scene and the reduced ability to act as a team due to the various arrival times at the fire location when compared to the personnel on-duty at the fire station during the receipt of an alarm.

The number of Public Safety Officers who are positioned in emergency vehicles within the jurisdiction boundaries may be credited based on availability to respond to first alarm structure fires. In recognition of this increased response capability the number of responding Public Safety Officers is divided by 2.

The average number of firefighters and company officers responding with those companies credited as Automatic Aid under Items 513 and 549 are considered for either on-duty or on-call company personnel as is appropriate. The actual number is calculated as the average number of company personnel responding multiplied by the value of AA Plan determined in Item 512.D.

The maximum creditable response of on-duty and on-call firefighters is 12, including company officers, for each existing engine and ladder company and 6 for each existing service company.

Chief Officers are not creditable except when more than one chief officer responds to alarms; then extra chief officers may be credited as firefighters if they perform company duties.

The FSRs recognizes **4.00 on-duty personnel** and an average of **0.00 on-call personnel** responding on first alarm structure fires.

**Item 571 “Credit for Company Personnel (CCP)” = 6.67 points**

**Item 581 – Credit for Training (9 points)**

| <b>Training</b>                                                                                                                                                                                                                                                                                                                          | <b>Earned Credit</b> | <b>Credit Available</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>A. Facilities, and Use</b><br>For maximum credit, each firefighter should receive 18 hours per year in structure fire related subjects as outlined in NFPA 1001.                                                                                                                                                                      | <b>0.00</b>          | <b>35</b>               |
| <b>B. Company Training</b><br>For maximum credit, each firefighter should receive 16 hours per month in structure fire related subjects as outlined in NFPA 1001.                                                                                                                                                                        | <b>18.75</b>         | <b>25</b>               |
| <b>C. Classes for Officers</b><br>For maximum credit, each officer should be certified in accordance with the general criteria of NFPA 1021. Additionally, each officer should receive 12 hours of continuing education on or off site.                                                                                                  | <b>12.00</b>         | <b>12</b>               |
| <b>D. New Driver and Operator Training</b><br>For maximum credit, each new driver and operator should receive 60 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.                                                                                                                                  | <b>3.75</b>          | <b>5</b>                |
| <b>E. Existing Driver and Operator Training</b><br>For maximum credit, each existing driver and operator should receive 12 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.                                                                                                                        | <b>3.75</b>          | <b>5</b>                |
| <b>F. Training on Hazardous Materials</b><br>For maximum credit, each firefighter should receive 6 hours of training for incidents involving hazardous materials in accordance with NFPA 472.                                                                                                                                            | <b>0.33</b>          | <b>1</b>                |
| <b>G. Recruit Training</b><br>For maximum credit, each firefighter should receive 240 hours of structure fire related training in accordance with NFPA 1001 within the first year of employment or tenure.                                                                                                                               | <b>2.10</b>          | <b>5</b>                |
| <b>H. Pre-Fire Planning Inspections</b><br>For maximum credit, pre-fire planning inspections of each commercial, industrial, institutional, and other similar type building (all buildings except 1-4 family dwellings) should be made annually by company members. Records of inspections should include up-to date notes and sketches. | <b>3.60</b>          | <b>12</b>               |

**Item 580 “Credit for Training (CT)” = 3.99 points**

**Item 730 – Operational Considerations (2 points)**

Item 730 “Credit for Operational Considerations (COC)” evaluates fire department standard operating procedures and incident management systems for emergency operations involving structure fires.

| <b>Operational Considerations</b>                                                                                                    | <b>Earned Credit</b> | <b>Credit Available</b> |
|--------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>Standard Operating Procedures</b><br>The department should have established SOPs for fire department general emergency operations | <b>50</b>            | <b>50</b>               |
| <b>Incident Management Systems</b><br>The department should use an established incident management system (IMS)                      | <b>50</b>            | <b>50</b>               |
| <b>Operational Considerations total:</b>                                                                                             | <b>100</b>           | <b>100</b>              |

**Item 730 “Credit for Operational Considerations (COC)” = 2.00 points**

**Water Supply**

Forty percent of a community's overall score is based on the adequacy of the water supply system. The ISO field representative evaluated:

- the capability of the water distribution system to meet the Needed Fire Flows at selected locations up to 3,500 gpm.
- size, type and installation of fire hydrants.
- inspection and flow testing of fire hydrants.

|                                             | <b>Earned Credit</b> | <b>Credit Available</b> |
|---------------------------------------------|----------------------|-------------------------|
| 616. Credit for Supply System               | <b>5.47</b>          | 30                      |
| 621. Credit for Hydrants                    | <b>1.73</b>          | 3                       |
| 631. Credit for Inspection and Flow Testing | <b>6.71</b>          | 7                       |
| <b>Item 640. Credit for Water Supply:</b>   | <b>13.91</b>         | <b>40</b>               |

**Item 616 – Credit for Supply System (30 points)**

The first item reviewed is Item 616 “Credit for Supply System (CSS)”. This item reviews the rate of flow that can be credited at each of the Needed Fire Flow test locations considering the supply works capacity, the main capacity and the hydrant distribution. The lowest flow rate of these items is credited for each representative location. A water system capable of delivering 250 gpm or more for a period of two hours plus consumption at the maximum daily rate at the fire location is considered minimum in the ISO review.

Where there are 2 or more systems or services distributing water at the same location, credit is given on the basis of the joint protection provided by all systems and services available.

The supply works capacity is calculated for each representative Needed Fire Flow test location, considering a variety of water supply sources. These include public water supplies, emergency supplies (usually accessed from neighboring water systems), suction supplies (usually evidenced by dry hydrant installations near a river, lake or other body of water), and supplies developed by a fire department using large diameter hose or vehicles to shuttle water from a source of supply to a fire site. The result is expressed in gallons per minute (gpm).

The normal ability of the distribution system to deliver Needed Fire Flows at the selected building locations is reviewed. The results of a flow test at a representative test location will indicate the ability of the water mains (or fire department in the case of fire department supplies) to carry water to that location.

The hydrant distribution is reviewed within 1,000 feet of representative test locations measured as hose can be laid by apparatus.

For maximum credit, the Needed Fire Flows should be available at each location in the district. Needed Fire Flows of 2,500 gpm or less should be available for 2 hours; and Needed Fire Flows of 3,000 and 3,500 gpm should be obtainable for 3 hours.

**Item 616 “Credit for Supply System (CSS)” = 5.47 points**



**Item 621 – Credit for Hydrants (3 points)**

The second item reviewed is Item 621 “Credit for Hydrants (CH)”. This item reviews the number of fire hydrants of each type compared with the total number of hydrants.

There are a total of 708 hydrants in the graded area.

| <b>620. Hydrants, - Size, Type and Installation</b>                                                                                                 | <b>Number of Hydrants</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>A. With a 6 -inch or larger branch and a pumper outlet with or without 2½ -inch outlets</b>                                                      | <b>228</b>                |
| <b>B. With a 6 -inch or larger branch and no pumper outlet but two or more 2½ -inch outlets, or with a small foot valve, or with a small barrel</b> | <b>120</b>                |
| <b>C./D. With only a 2½ -inch outlet or with less than a 6 -inch branch</b>                                                                         | <b>318</b>                |
| <b>E./F. Flush Type, Cistern, or Suction Point</b>                                                                                                  | <b>42</b>                 |

**Item 621 “Credit for Hydrants (CH)” = 1.73 points**

**Item 630 – Credit for Inspection and Flow Testing (7 points)**

The third item reviewed is Item 630 “Credit for Inspection and Flow Testing (CIT)”. This item reviews the fire hydrant inspection frequency, and the completeness of the inspections. Inspection of hydrants should be in accordance with AWWA M-17, *Installation, Field Testing and Maintenance of Fire Hydrants*.

**Frequency of Inspection (FI):** Average interval between the 3 most recent inspections.

| <b>Frequency</b> | <b>Points</b> |
|------------------|---------------|
| 1 year           | 30            |
| 2 years          | 20            |
| 3 years          | 10            |
| 4 years          | 5             |
| 5 years or more  | No Credit     |

**Note:** The points for inspection frequency are reduced by 10 points if the inspections are incomplete or do not include a flushing program. An additional reduction of 10 points are made if hydrants are not subjected to full system pressure during inspections. If the inspection of cisterns or suction points does not include actual drafting with a pumper, or back-flushing for dry hydrants, 20 points are deducted.

**Total points for Inspections = 3.94 points**

**Frequency of Fire Flow Testing (FF):** Average interval between the 3 most recent inspections.

| <b>Frequency</b> | <b>Points</b> |
|------------------|---------------|
| 5 years          | 40            |
| 6 years          | 30            |
| 7 years          | 20            |
| 8 years          | 10            |
| 9 years          | 5             |
| 10 years or more | No Credit     |

**Total points for Fire Flow Testing = 2.77 points**

**Item 631 “Credit for Inspection and Fire Flow Testing (CIT)” = 6.71 points**

### **Divergence = -1.53**

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

### **Community Risk Reduction**

|                                                              | <b>Earned Credit</b> | <b>Credit Available</b> |
|--------------------------------------------------------------|----------------------|-------------------------|
| 1025. Credit for Fire Prevention and Code Enforcement (CPCE) | <b>0.00</b>          | 2.2                     |
| 1033. Credit for Public Fire Safety Education (CFSE)         | <b>0.33</b>          | 2.2                     |
| 1044. Credit for Fire Investigation Programs (CIP)           | <b>1.02</b>          | 1.1                     |
| <b>Item 1050. Credit for Community Risk Reduction</b>        | <b>1.35</b>          | <b>5.50</b>             |

| <b>Item 1025 – Credit for Fire Prevention Code Adoption and Enforcement (2.2 points)</b>                                                               | <b>Earned Credit</b> | <b>Credit Available</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>Fire Prevention Code Regulations (PCR)</b><br>Evaluation of fire prevention code regulations in effect.                                             | 0.00                 | 10                      |
| <b>Fire Prevention Staffing (PS)</b><br>Evaluation of staffing for fire prevention activities.                                                         | 0.00                 | 8                       |
| <b>Fire Prevention Certification and Training (PCT)</b><br>Evaluation of the certification and training of fire prevention code enforcement personnel. | 0.00                 | 6                       |
| <b>Fire Prevention Programs (PCP)</b><br>Evaluation of fire prevention programs.                                                                       | 0.00                 | 16                      |
| <b>Review of Fire Prevention Code and Enforcement (CPCE) subtotal:</b>                                                                                 | 0.00                 | 40                      |

| <b>Item 1033 – Credit for Public Fire Safety Education (2.2 points)</b>                                                                                                                                      | <b>Earned Credit</b> | <b>Credit Available</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>Public Fire Safety Educators Qualifications and Training (FSQT)</b><br>Evaluation of public fire safety education personnel training and qualification as specified by the authority having jurisdiction. | 5.00                 | 10                      |
| <b>Public Fire Safety Education Programs (FSP)</b><br>Evaluation of programs for public fire safety education.                                                                                               | 1.00                 | 30                      |
| <b>Review of Public Safety Education Programs (CFSE) subtotal:</b>                                                                                                                                           | 6.00                 | 40                      |

| <b>Item 1044 – Credit for Fire Investigation Programs (1.1 points)</b>                                                                                                             | <b>Earned Credit</b> | <b>Credit Available</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>Fire Investigation Organization and Staffing (IOS)</b><br>Evaluation of organization and staffing for fire investigations.                                                      | 8.00                 | 8                       |
| <b>Fire Investigator Certification and Training (IQT)</b><br>Evaluation of fire investigator certification and training.                                                           | 4.50                 | 6                       |
| <b>Use of National Fire Incident Reporting System (IRS)</b><br>Evaluation of the use of the National Fire Incident Reporting System (NFIRS) for the 3 years before the evaluation. | 6.00                 | 6                       |
| <b>Review of Fire Investigation Programs (CIP) subtotal:</b>                                                                                                                       | 18.50                | 20                      |

**Summary of PPC Review**  
**for**  
**Arkansas City FDS**

| <b>FSRS Item</b>                                  | <b>Earned Credit</b> | <b>Credit Available</b> |
|---------------------------------------------------|----------------------|-------------------------|
| <b>Emergency Communications</b>                   |                      |                         |
| 414. Credit for Emergency Reporting               | 2.55                 | 3                       |
| 422. Credit for Telecommunicators                 | 3.04                 | 4                       |
| 432. Credit for Dispatch Circuits                 | 2.46                 | 3                       |
| <b>440. Credit for Emergency Communications</b>   | <b>8.05</b>          | <b>10</b>               |
| <b>Fire Department</b>                            |                      |                         |
| 513. Credit for Engine Companies                  | 1.50                 | 6                       |
| 523. Credit for Reserve Pumpers                   | 0.50                 | 0.5                     |
| 532. Credit for Pumper Capacity                   | 3.00                 | 3                       |
| 549. Credit for Ladder Service                    | 1.00                 | 4                       |
| 553. Credit for Reserve Ladder and Service Trucks | 0.00                 | 0.5                     |
| 561. Credit for Deployment Analysis               | 2.56                 | 10                      |
| 571. Credit for Company Personnel                 | 6.67                 | 15                      |
| 581. Credit for Training                          | 3.99                 | 9                       |
| 730. Credit for Operational Considerations        | 2.00                 | 2                       |
| <b>590. Credit for Fire Department</b>            | <b>21.22</b>         | <b>50</b>               |
| <b>Water Supply</b>                               |                      |                         |
| 616. Credit for Supply System                     | 5.47                 | 30                      |
| 621. Credit for Hydrants                          | 1.73                 | 3                       |
| 631. Credit for Inspection and Flow Testing       | 6.71                 | 7                       |
| <b>640. Credit for Water Supply</b>               | <b>13.91</b>         | <b>40</b>               |
| <b>Divergence</b>                                 | <b>-1.53</b>         | <b>--</b>               |
| <b>1050. Community Risk Reduction</b>             | <b>1.35</b>          | <b>5.50</b>             |
| <b>Total Credit</b>                               | <b>43.00</b>         | <b>105.5</b>            |

**Final Community Classification = 06/10**

# **Public Protection Classification (PPC®)**

## **Summary Report**

**Arkansas City FDS**

**KANSAS**

**Prepared by**

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**Report Created November 2022  
Effective March 1, 2023**

## Background Information

### Introduction

ISO collects and evaluates information from communities in the United States on their structure fire suppression capabilities. The data is analyzed using our Fire Suppression Rating Schedule (FSRS) and then a Public Protection Classification (PPC®) grade is assigned to the community. The surveys are conducted whenever it appears that there is a possibility of a PPC change. As such, the PPC program provides important, up-to-date information about fire protection services throughout the country.

The FSRS recognizes fire protection features only as they relate to suppression of first alarm structure fires. In many communities, fire suppression may be only a small part of the fire department's overall responsibility. ISO recognizes the dynamic and comprehensive duties of a community's fire service, and understands the complex decisions a community must make in planning and delivering emergency services. However, in developing a community's PPC grade, only features related to reducing property losses from structural fires are evaluated. Multiple alarms, simultaneous incidents and life safety are not considered in this evaluation. The PPC program evaluates the fire protection for small to average size buildings. Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual PPC grade.

A community's investment in fire mitigation is a proven and reliable predictor of future fire losses. Statistical data on insurance losses bears out the relationship between excellent fire protection – as measured by the PPC program – and low fire losses. So, insurance companies use PPC information for marketing, underwriting, and to help establish fair premiums for homeowners and commercial fire insurance. In general, the price of fire insurance in a community with a good PPC grade is substantially lower than in a community with a poor PPC grade, assuming all other factors are equal.

ISO is an independent company that serves insurance companies, communities, fire departments, insurance regulators, and others by providing information about risk. ISO's expert staff collects information about municipal fire suppression efforts in communities throughout the United States. In each of those communities, ISO analyzes the relevant data and assigns a PPC grade – a number from 1 to 10. Class 1 represents an exemplary fire suppression program, and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.

ISO's PPC program evaluates communities according to a uniform set of criteria, incorporating nationally recognized standards developed by the National Fire Protection Association and the American Water Works Association. A community's PPC grade depends on:

- **Needed Fire Flows**, which are representative building locations used to determine the theoretical amount of water necessary for fire suppression purposes.
- **Emergency Communications**, including emergency reporting, telecommunicators, and dispatching systems.
- **Fire Department**, including equipment, staffing, training, geographic distribution of fire companies, operational considerations, and community risk reduction.
- **Water Supply**, including inspection and flow testing of hydrants, alternative water supply operations, and a careful evaluation of the amount of available water compared with the amount needed to suppress fires up to 3,500 gpm.

## Data Collection and Analysis

ISO has evaluated and classified over 39,000 fire protection areas across the United States using its FSRs. A combination of meetings between trained ISO field representatives and the dispatch center coordinator, community fire official, and water superintendent is used in conjunction with a comprehensive questionnaire to collect the data necessary to determine the PPC grade. In order for a community to obtain a grade better than a Class 9, three elements of fire suppression features are reviewed. These three elements are Emergency Communications, Fire Department, and Water Supply.

A review of the **Emergency Communications** accounts for 10% of the total classification. This section is weighted at **10 points**, as follows:

- Emergency Reporting 3 points
- Telecommunicators 4 points
- Dispatch Circuits 3 points

A review of the **Fire Department** accounts for 50% of the total classification. ISO focuses on a fire department's first alarm response and initial attack to minimize potential loss. The fire department section is weighted at **50 points**, as follows:

- Engine Companies 6 points
- Reserve Pumpers 0.5 points
- Pump Capacity 3 points
- Ladder/Service Companies 4 points
- Reserve Ladder/Service Trucks 0.5 points
- Deployment Analysis 10 points
- Company Personnel 15 points
- Training 9 points
- Operational considerations 2 points
- Community Risk Reduction 5.5 points (in addition to the 50 points above)

A review of the **Water Supply** system accounts for 40% of the total classification. ISO reviews the water supply a community uses to determine the adequacy for fire suppression purposes. The water supply system is weighted at **40 points**, as follows:

- Credit for Supply System 30 points
- Hydrant Size, Type & Installation 3 points
- Inspection & Flow Testing of Hydrants 7 points

There is one additional factor considered in calculating the final score – **Divergence**.

Even the best fire department will be less than fully effective if it has an inadequate water supply. Similarly, even a superior water supply will be less than fully effective if the fire department lacks the equipment or personnel to use the water. The FSRS score is subject to modification by a divergence factor, which recognizes disparity between the effectiveness of the fire department and the water supply.

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

### **PPC Grade**

The PPC grade assigned to the community will depend on the community's score on a 100-point scale:

| PPC | Points         |
|-----|----------------|
| 1   | 90.00 or more  |
| 2   | 80.00 to 89.99 |
| 3   | 70.00 to 79.99 |
| 4   | 60.00 to 69.99 |
| 5   | 50.00 to 59.99 |
| 6   | 40.00 to 49.99 |
| 7   | 30.00 to 39.99 |
| 8   | 20.00 to 29.99 |
| 9   | 10.00 to 19.99 |
| 10  | 0.00 to 9.99   |

The classification numbers are interpreted as follows:

- Class 1 through (and including) Class 8 represents a fire suppression system that includes an FSRS creditable dispatch center, fire department, and water supply.
- Class 8B is a special classification that recognizes a superior level of fire protection in otherwise Class 9 areas. It is designed to represent a fire protection delivery system that is superior except for a lack of a water supply system capable of the minimum FSRS fire flow criteria of 250 gpm for 2 hours.
- Class 9 is a fire suppression system that includes a creditable dispatch center, fire department but no FSRS creditable water supply.
- Class 10 does not meet minimum FSRS criteria for recognition, including areas that are beyond five road miles of a recognized fire station.



## New PPC program changes effective July 1, 2014

We have revised the PPC program to capture the effects of enhanced fire protection capabilities that reduce fire loss and fire severity in Split Class 9 and Split Class 8B areas (as outlined below). This new structure benefits the fire service, community, and property owner.

### New classifications

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new PPC classes will improve the predictive value for insurers while benefiting both commercial and residential property owners. Here are the new classifications and what they mean.

### Split classifications

When we develop a split classification for a community — for example 5/9 — the first number is the class that applies to properties within 5 road miles of the responding fire station and 1,000 feet of a creditable water supply, such as a fire hydrant, suction point, or dry hydrant. The second number is the class that applies to properties within 5 road miles of a fire station but beyond 1,000 feet of a creditable water supply. We have revised the classification to reflect more precisely the risk of loss in a community, replacing Class 9 and 8B in the second part of a split classification with revised designations.

### What's changed with the new classifications?

We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently displayed as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9".
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B".
- Communities graded with single "9" or "8B" classifications will remain intact.

| Prior Classification | New Classification |
|----------------------|--------------------|
| 1/9                  | 1/1X               |
| 2/9                  | 2/2X               |
| 3/9                  | 3/3X               |
| 4/9                  | 4/4X               |
| 5/9                  | 5/5X               |
| 6/9                  | 6/6X               |
| 7/9                  | 7/7X               |
| 8/9                  | 8/8X               |
| 9                    | 9                  |

| Prior Classification | New Classification |
|----------------------|--------------------|
| 1/8B                 | 1/1Y               |
| 2/8B                 | 2/2Y               |
| 3/8B                 | 3/3Y               |
| 4/8B                 | 4/4Y               |
| 5/8B                 | 5/5Y               |
| 6/8B                 | 6/6Y               |
| 7/8B                 | 7/7Y               |
| 8/8B                 | 8/8Y               |
| 8B                   | 8B                 |

### **What's changed?**

As you can see, we're still maintaining split classes, but it's how we represent them to insurers that's changed. The new designations reflect a reduction in fire severity and loss and have the potential to reduce property insurance premiums.

### **Benefits of the revised split class designations**

- To the fire service, the revised designations identify enhanced fire suppression capabilities used throughout the fire protection area
- To the community, the new classes reward a community's fire suppression efforts by showing a more reflective designation
- To the individual property owner, the revisions offer the potential for decreased property insurance premiums

### **New water class**

Our data also shows that risks located more than 5 but less than 7 road miles from a responding fire station with a creditable water source within 1,000 feet had better loss experience than those farther than 5 road miles from a responding fire station with no creditable water source. We've introduced a new classification —10W— to recognize the reduced loss potential of such properties.

### **What's changed with Class 10W?**

Class 10W is property-specific. Not all properties in the 5-to-7-mile area around the responding fire station will qualify. The difference between Class 10 and 10W is that the 10W-graded risk or property is within 1,000 feet of a creditable water supply. Creditable water supplies include fire protection systems using hauled water in any of the split classification areas.

### **What's the benefit of Class 10W?**

10W gives credit to risks within 5 to 7 road miles of the responding fire station and within 1,000 feet of a creditable water supply. That's reflective of the potential for reduced property insurance premiums.

### **What does the fire chief have to do?**

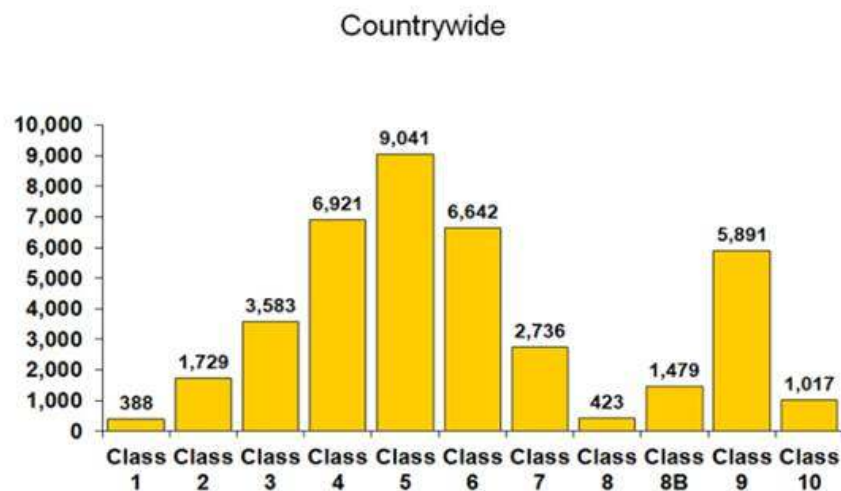
Fire chiefs don't have to do anything at all. The revised classifications went in place automatically effective July 1, 2014 (July 1, 2015 for Texas).

### **What if I have additional questions?**

Feel free to contact ISO at 800.444.4554 or email us at [PPC-Cust-Serv@iso.com](mailto:PPC-Cust-Serv@iso.com).

**Distribution of PPC Grades**

The 2020 published countrywide distribution of communities by the PPC grade is as follows:



**Assistance**

The PPC program offers help to communities, fire departments, and other public officials as they plan for, budget, and justify improvements. ISO is also available to assist in the understanding of the details of this evaluation.

The PPC program representatives can be reached by telephone at (800) 444-4554. The technical specialists at this telephone number have access to the details of this evaluation and can effectively speak with you about your questions regarding the PPC program. What's more, we can be reached via the internet at [www.isomitigation.com/talk/](http://www.isomitigation.com/talk/).

We also have a website dedicated to our Community Hazard Mitigation Classification programs at [www.isomitigation.com](http://www.isomitigation.com). Here, fire chiefs, building code officials, community leaders and other interested citizens can access a wealth of data describing the criteria used in evaluating how cities and towns are protecting residents from fire and other natural hazards. This website will allow you to learn more about the PPC program. The website provides important background information, insights about the PPC grading processes and technical documents. ISO is also pleased to offer Fire Chiefs Online — a special, secured website with information and features that can help improve your PPC grade, including a list of the Needed Fire Flows for all the commercial occupancies ISO has on file for your community. Visitors to the site can download information, see statistical results and also contact ISO for assistance.

In addition, on-line access to the FSRs and its commentaries is available to registered customers for a fee. However, fire chiefs and community chief administrative officials are given access privileges to this information without charge.

To become a registered fire chief or community chief administrative official, register at [www.isomitigation.com](http://www.isomitigation.com).

## PPC Review

ISO concluded its review of the fire suppression features being provided for Arkansas City FDS. The resulting community classification is **Class 06/10**.

If the classification is a single class, the classification applies to properties with a Needed Fire Flow of 3,500 gpm or less in the community. If the classification is a split class (e.g., 6/XX):

- The first class (e.g., “6” in a 6/XX) applies to properties within 5 road miles of a recognized fire station and within 1,000 feet of a fire hydrant or alternate water supply.
- The second class (XX or XY) applies to properties beyond 1,000 feet of a fire hydrant but within 5 road miles of a recognized fire station.
- Alternative Water Supply: The first class (e.g., “6” in a 6/10) applies to properties within 5 road miles of a recognized fire station with no hydrant distance requirement.
- Class 10 applies to properties over 5 road miles of a recognized fire station.
- Class 10W applies to properties within 5 to 7 road miles of a recognized fire station with a recognized water supply within 1,000 feet.
- Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual classification.

| FSRS Feature                                      | Earned Credit | Credit Available |
|---------------------------------------------------|---------------|------------------|
| <b>Emergency Communications</b>                   |               |                  |
| 414. Credit for Emergency Reporting               | 2.55          | 3                |
| 422. Credit for Telecommunicators                 | 3.04          | 4                |
| 432. Credit for Dispatch Circuits                 | 2.46          | 3                |
| <b>440. Credit for Emergency Communications</b>   | <b>8.05</b>   | <b>10</b>        |
| <b>Fire Department</b>                            |               |                  |
| 513. Credit for Engine Companies                  | 1.50          | 6                |
| 523. Credit for Reserve Pumpers                   | 0.50          | 0.50             |
| 532. Credit for Pump Capacity                     | 3.00          | 3                |
| 549. Credit for Ladder Service                    | 1.00          | 4                |
| 553. Credit for Reserve Ladder and Service Trucks | 0.00          | 0.50             |
| 561. Credit for Deployment Analysis               | 2.56          | 10               |
| 571. Credit for Company Personnel                 | 6.67          | 15               |
| 581. Credit for Training                          | 3.99          | 9                |
| 730. Credit for Operational Considerations        | 2.00          | 2                |
| <b>590. Credit for Fire Department</b>            | <b>21.22</b>  | <b>50</b>        |
| <b>Water Supply</b>                               |               |                  |
| 616. Credit for Supply System                     | 5.47          | 30               |
| 621. Credit for Hydrants                          | 1.73          | 3                |
| 631. Credit for Inspection and Flow Testing       | 6.71          | 7                |
| <b>640. Credit for Water Supply</b>               | <b>13.91</b>  | <b>40</b>        |
| <b>Divergence</b>                                 | <b>-1.53</b>  | <b>--</b>        |
| <b>1050. Community Risk Reduction</b>             | <b>1.35</b>   | <b>5.50</b>      |
| <b>Total Credit</b>                               | <b>43.00</b>  | <b>105.50</b>    |

## **Emergency Communications**

Ten percent of a community's overall score is based on how well the communications center receives and dispatches fire alarms. Our field representative evaluated:

- Communications facilities provided for the general public to report structure fires
- Enhanced 9-1-1 Telephone Service including wireless
- Computer-aided dispatch (CAD) facilities
- Alarm receipt and processing at the communication center
- Training and certification of telecommunicators
- Facilities used to dispatch fire department companies to reported structure fires

|                                                       | <b>Earned Credit</b> | <b>Credit Available</b> |
|-------------------------------------------------------|----------------------|-------------------------|
| 414. Credit Emergency Reporting                       | <b>2.55</b>          | 3                       |
| 422. Credit for Telecommunicators                     | <b>3.04</b>          | 4                       |
| 432. Credit for Dispatch Circuits                     | <b>2.46</b>          | 3                       |
| <b>Item 440. Credit for Emergency Communications:</b> | <b>8.05</b>          | <b>10</b>               |

### **Item 414 - Credit for Emergency Reporting (3 points)**

The first item reviewed is Item 414 "Credit for Emergency Reporting (CER)". This item reviews the emergency communication center facilities provided for the public to report fires including 911 systems (Basic or Enhanced), Wireless Phase I and Phase II, Voice over Internet Protocol, Computer Aided Dispatch and Geographic Information Systems for automatic vehicle location. ISO uses National Fire Protection Association (NFPA) 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems* as the reference for this section.

| <b>Item 410. Emergency Reporting (CER)</b>                                                                                                                                                                                                                                                                                                     | <b>Earned Credit</b> | <b>Credit Available</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>A./B. Basic 9-1-1, Enhanced 9-1-1 or No 9-1-1</b><br>For maximum credit, there should be an Enhanced 9-1-1 system, Basic 9-1-1 and No 9-1-1 will receive partial credit.                                                                                                                                                                    | <b>20.00</b>         | <b>20</b>               |
| <b>1. E9-1-1 Wireless</b><br>Wireless Phase I using Static ALI (automatic location identification) Functionality (10 points); Wireless Phase II using Dynamic ALI Functionality (15 points); Both available will be 25 points                                                                                                                  | <b>25.00</b>         | <b>25</b>               |
| <b>2. E9-1-1 Voice over Internet Protocol (VoIP)</b><br>Static VoIP using Static ALI Functionality (10 points); Nomadic VoIP using Dynamic ALI Functionality (15 points); Both available will be 25 points                                                                                                                                     | <b>25.00</b>         | <b>25</b>               |
| <b>3. Computer Aided Dispatch</b><br>Basic CAD (5 points); CAD with Management Information System (5 points); CAD with Interoperability (5 points)                                                                                                                                                                                             | <b>15.00</b>         | <b>15</b>               |
| <b>4. Geographic Information System (GIS/AVL)</b><br><u>The PSAP uses</u> a fully integrated CAD/GIS management system with automatic vehicle location (AVL) integrated with a CAD system providing dispatch assignments.<br><br>The individual fire departments being dispatched <u>do not</u> need GIS/AVL capability to obtain this credit. | <b>0.00</b>          | <b>15</b>               |
| <b>Review of Emergency Reporting total:</b>                                                                                                                                                                                                                                                                                                    | <b>85.00</b>         | <b>100</b>              |

#### **Item 422- Credit for Telecommunicators (4 points)**

The second item reviewed is Item 422 “Credit for Telecommunicators (TC)”. This item reviews the number of Telecommunicators on duty at the center to handle fire calls and other emergencies. All emergency calls including those calls that do not require fire department action are reviewed to determine the proper staffing to answer emergency calls and dispatch the appropriate emergency response. The 2013 Edition of NFPA 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems*, recommends that ninety-five percent of emergency calls shall be answered within 15 seconds and ninety-nine percent of emergency calls shall be answered within 40 seconds. In addition, NFPA recommends that eighty percent of emergency alarm processing shall be completed within 60 seconds and ninety-five percent of alarm processing shall be completed within 106 seconds of answering the call.

To receive full credit for operators on duty, ISO must review documentation to show that the communication center meets NFPA 1221 call answering and dispatch time performance measurement standards. This documentation may be in the form of performance statistics or other performance measurements compiled by the 9-1-1 software or other software programs that are currently in use such as Computer Aided Dispatch (CAD) or Management Information System (MIS).

| <b>Item 420. Telecommunicators (CTC)</b>                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Earned Credit</b> | <b>Credit Available</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>A1. Alarm Receipt (AR)</b><br>Receipt of alarms shall meet the requirements in accordance with the criteria of NFPA 1221                                                                                                                                                                                                                                                                                                                                  | <b>20.00</b>         | <b>20</b>               |
| <b>A2. Alarm Processing (AP)</b><br>Processing of alarms shall meet the requirements in accordance with the criteria of NFPA 1221                                                                                                                                                                                                                                                                                                                            | <b>0.00</b>          | <b>20</b>               |
| <b>B. Emergency Dispatch Protocols (EDP)</b><br>Telecommunicators have emergency dispatch protocols (EDP) containing questions and a decision-support process to facilitate correct call categorization and prioritization.                                                                                                                                                                                                                                  | <b>20.00</b>         | <b>20</b>               |
| <b>C. Telecommunicator Training and Certification (TTC)</b><br>Telecommunicators meet the qualification requirements referenced in NFPA 1061, <i>Standard for Professional Qualifications for Public Safety Telecommunicator</i> , and/or the Association of Public-Safety Communications Officials - International (APCO) <i>Project 33</i> . Telecommunicators are certified in the knowledge, skills, and abilities corresponding to their job functions. | <b>18.67</b>         | <b>20</b>               |
| <b>D. Telecommunicator Continuing Education and Quality Assurance (TQA)</b><br>Telecommunicators participate in continuing education and/or in-service training and quality-assurance programs as appropriate for their positions                                                                                                                                                                                                                            | <b>17.33</b>         | <b>20</b>               |
| <b>Review of Telecommunicators total:</b>                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>76.00</b>         | <b>100</b>              |

**Item 432 - Credit for Dispatch Circuits (3 points)**

The third item reviewed is Item 432 “Credit for Dispatch Circuits (CDC)”. This item reviews the dispatch circuit facilities used to transmit alarms to fire department members. A “Dispatch Circuit” is defined in NFPA 1221 as “A circuit over which an alarm is transmitted from the communications center to an emergency response facility (ERF) or emergency response units (ERUs) to notify ERUs to respond to an emergency”. All fire departments (except single fire station departments with full-time firefighter personnel receiving alarms directly at the fire station) need adequate means of notifying all firefighter personnel of the location of reported structure fires. The dispatch circuit facilities should be in accordance with the general criteria of NFPA 1221. “Alarms” are defined in this Standard as “A signal or message from a person or device indicating the existence of an emergency or other situation that requires action by an emergency response agency”.

There are two different levels of dispatch circuit facilities provided for in the Standard – a primary dispatch circuit and a secondary dispatch circuit. In jurisdictions that receive 730 alarms or more per year (average of two alarms per 24-hour period), two separate and dedicated dispatch circuits, a primary and a secondary, are needed. In jurisdictions receiving fewer than 730 alarms per year, a second dedicated dispatch circuit is not needed. Dispatch circuit facilities installed but not used or tested (in accordance with the NFPA Standard) receive no credit.

The score for Credit for Dispatch Circuits (CDC) is influenced by monitoring for integrity of the primary dispatch circuit. There are up to 0.90 points available for this Item. Monitoring for integrity involves installing automatic systems that will detect faults and failures and send visual and audible indications to appropriate communications center (or dispatch center) personnel. ISO uses NFPA 1221 to guide the evaluation of this item. ISO's evaluation also includes a review of the communication system's emergency power supplies.

**Item 432 “Credit for Dispatch Circuits (CDC)” = 2.46 points**



### **Fire Department**

Fifty percent of a community's overall score is based upon the fire department's structure fire suppression system. ISO's field representative evaluated:

- Engine and ladder/service vehicles including reserve apparatus
- Equipment carried
- Response to reported structure fires
- Deployment analysis of companies
- Available and/or responding firefighters
- Training

|                                                   | <b>Earned Credit</b> | <b>Credit Available</b> |
|---------------------------------------------------|----------------------|-------------------------|
| 513. Credit for Engine Companies                  | <b>1.50</b>          | 6                       |
| 523. Credit for Reserve Pumpers                   | <b>0.50</b>          | 0.5                     |
| 532. Credit for Pumper Capacity                   | <b>3.00</b>          | 3                       |
| 549. Credit for Ladder Service                    | <b>1.00</b>          | 4                       |
| 553. Credit for Reserve Ladder and Service Trucks | <b>0.00</b>          | 0.5                     |
| 561. Credit for Deployment Analysis               | <b>2.56</b>          | 10                      |
| 571. Credit for Company Personnel                 | <b>6.67</b>          | 15                      |
| 581. Credit for Training                          | <b>3.99</b>          | 9                       |
| 730. Credit for Operational Considerations        | <b>2.00</b>          | 2                       |
| <b>Item 590. Credit for Fire Department:</b>      | <b>21.22</b>         | <b>50</b>               |

### **Basic Fire Flow**

The Basic Fire Flow for the community is determined by the review of the Needed Fire Flows for selected buildings in the community. The fifth largest Needed Fire Flow is determined to be the Basic Fire Flow. The Basic Fire Flow has been determined to be 1500 gpm.

**Item 513 - Credit for Engine Companies (6 points)**

The first item reviewed is Item 513 "Credit for Engine Companies (CEC)". This item reviews the number of engine companies, their pump capacity, hose testing, pump testing and the equipment carried on the in-service pumpers. To be recognized, pumper apparatus must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* which include a minimum 250 gpm pump, an emergency warning system, a 300 gallon water tank, and hose. At least 1 apparatus must have a permanently mounted pump rated at 750 gpm or more at 150 psi.

The review of the number of needed pumpers considers the response distance to built-upon areas; the Basic Fire Flow; and the method of operation. Multiple alarms, simultaneous incidents, and life safety are not considered.

The greatest value of A, B, or C below is needed in the fire district to suppress fires in structures with a Needed Fire Flow of 3,500 gpm or less: **2 engine companies**

- a) **1 engine companies** to provide fire suppression services to areas to meet NFPA 1710 criteria or within 1½ miles.
- b) **2 engine companies** to support a Basic Fire Flow of 1500 gpm.
- c) **2 engine companies** based upon the fire department's method of operation to provide a minimum two engine response to all first alarm structure fires.

The FSRS recognizes that there are **1 engine companies** in service.

The FSRS also reviews Automatic Aid. Automatic Aid is considered in the review as assistance dispatched automatically by contractual agreement between two communities or fire districts. That differs from mutual aid or assistance arranged case by case. ISO will recognize an Automatic Aid plan under the following conditions:

- It must be prearranged for first alarm response according to a definite plan. It is preferable to have a written agreement, but ISO may recognize demonstrated performance.
- The aid must be dispatched to all reported structure fires on the initial alarm.
- The aid must be provided 24 hours a day, 365 days a year.

FSRS Item 512.D "Automatic Aid Engine Companies" responding on first alarm and meeting the needs of the city for basic fire flow and/or distribution of companies are factored based upon the value of the Automatic Aid plan (up to 1.00 can be used as the factor). The Automatic Aid factor is determined by a review of the Automatic Aid provider's communication facilities, how they receive alarms from the graded area, inter-department training between fire departments, and the fire ground communications capability between departments.

For each engine company, the credited Pump Capacity (PC), the Hose Carried (HC), the Equipment Carried (EC) all contribute to the calculation for the percent of credit the FSRS provides to that engine company.

**Item 513 "Credit for Engine Companies (CEC)" = 1.50 points**

**Item 523 - Credit for Reserve Pumpers (0.50 points)**

The item is Item 523 “Credit for Reserve Pumpers (CRP)”. This item reviews the number and adequacy of the pumpers and their equipment. The number of needed reserve pumpers is 1 for each 8 needed engine companies determined in Item 513, or any fraction thereof.

**Item 523 “Credit for Reserve Pumpers (CRP)” = 0.50 points**

**Item 532 – Credit for Pumper Capacity (3 points)**

The next item reviewed is Item 532 “Credit for Pumper Capacity (CPC)”. The total pump capacity available should be sufficient for the Basic Fire Flow of 1500 gpm. The maximum needed pump capacity credited is the Basic Fire Flow of the community.

**Item 532 “Credit for Pumper Capacity (CPC)” = 3.00 points**

**Item 549 – Credit for Ladder Service (4 points)**

The next item reviewed is Item 549 “Credit for Ladder Service (CLS)”. This item reviews the number of response areas within the city with 5 buildings that are 3 or more stories or 35 feet or more in height, or with 5 buildings that have a Needed Fire Flow greater than 3,500 gpm, or any combination of these criteria. The height of all buildings in the city, including those protected by automatic sprinklers, is considered when determining the number of needed ladder companies. Response areas not needing a ladder company should have a service company. Ladders, tools and equipment normally carried on ladder trucks are needed not only for ladder operations but also for forcible entry, ventilation, salvage, overhaul, lighting and utility control.

The number of ladder or service companies, the height of the aerial ladder, aerial ladder testing and the equipment carried on the in-service ladder trucks and service trucks is compared with the number of needed ladder trucks and service trucks and an FSRS equipment list. Ladder trucks must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* to be recognized.

The number of needed ladder-service trucks is dependent upon the number of buildings 3 stories or 35 feet or more in height, buildings with a Needed Fire Flow greater than 3,500 gpm, and the method of operation.

The FSRS recognizes that there are **0 ladder companies** in service. These companies are needed to provide fire suppression services to areas to meet NFPA 1710 criteria or within 2½ miles and the number of buildings with a Needed Fire Flow over 3,500 gpm or 3 stories or more in height, or the method of operation.

The FSRS recognizes that there are **1 service companies** in service.

**Item 549 “Credit for Ladder Service (CLS)” = 1.00 points**

**Item 553 – Credit for Reserve Ladder and Service Trucks (0.50 points)**

The next item reviewed is Item 553 “Credit for Reserve Ladder and Service Trucks (CRLS)”. This item considers the adequacy of ladder and service apparatus when one (or more in larger communities) of these apparatus are out of service. The number of needed reserve ladder and service trucks is 1 for each 8 needed ladder and service companies that were determined to be needed in Item 540, or any fraction thereof.

**Item 553 “Credit for Reserve Ladder and Service Trucks (CRLS)” = 0.00 points**

**Item 561 – Deployment Analysis (10 points)**

Next, Item 561 “Deployment Analysis (DA)” is reviewed. This Item examines the number and adequacy of existing engine and ladder-service companies to cover built-upon areas of the city.

To determine the Credit for Distribution, first the Existing Engine Company (EC) points and the Existing Engine Companies (EE) determined in Item 513 are considered along with Ladder Company Equipment (LCE) points, Service Company Equipment (SCE) points, Engine-Ladder Company Equipment (ELCE) points, and Engine-Service Company Equipment (ESCE) points determined in Item 549.

Secondly, as an alternative to determining the number of needed engine and ladder/service companies through the road-mile analysis, a fire protection area may use the results of a systematic performance evaluation. This type of evaluation analyzes computer-aided dispatch (CAD) history to demonstrate that, with its current deployment of companies, the fire department meets the time constraints for initial arriving engine and initial full alarm assignment in accordance with the general criteria of in NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*.

A determination is made of the percentage of built upon area within 1½ miles of a first-due engine company and within 2½ miles of a first-due ladder-service company.

**Item 561 “Credit Deployment Analysis (DA)” = 2.56 points**

**Item 571 – Credit for Company Personnel (15 points)**

Item 571 “Credit for Company Personnel (CCP)” reviews the average number of existing firefighters and company officers available to respond to reported first alarm structure fires in the city.

The on-duty strength is determined by the yearly average of total firefighters and company officers on-duty considering vacations, sick leave, holidays, “Kelley” days and other absences. When a fire department operates under a minimum staffing policy, this may be used in lieu of determining the yearly average of on-duty company personnel.

Firefighters on apparatus not credited under Items 513 and 549 that regularly respond to reported first alarms to aid engine, ladder, and service companies are included in this item as increasing the total company strength.

Firefighters staffing ambulances or other units serving the general public are credited if they participate in fire-fighting operations, the number depending upon the extent to which they are available and are used for response to first alarms of fire.

On-Call members are credited on the basis of the average number staffing apparatus on first alarms. Off-shift career firefighters and company officers responding on first alarms are considered on the same basis as on-call personnel. For personnel not normally at the fire station, the number of responding firefighters and company officers is divided by 3 to reflect the time needed to assemble at the fire scene and the reduced ability to act as a team due to the various arrival times at the fire location when compared to the personnel on-duty at the fire station during the receipt of an alarm.

The number of Public Safety Officers who are positioned in emergency vehicles within the jurisdiction boundaries may be credited based on availability to respond to first alarm structure fires. In recognition of this increased response capability the number of responding Public Safety Officers is divided by 2.

The average number of firefighters and company officers responding with those companies credited as Automatic Aid under Items 513 and 549 are considered for either on-duty or on-call company personnel as is appropriate. The actual number is calculated as the average number of company personnel responding multiplied by the value of AA Plan determined in Item 512.D.

The maximum creditable response of on-duty and on-call firefighters is 12, including company officers, for each existing engine and ladder company and 6 for each existing service company.

Chief Officers are not creditable except when more than one chief officer responds to alarms; then extra chief officers may be credited as firefighters if they perform company duties.

The FSRs recognizes **4.00 on-duty personnel** and an average of **0.00 on-call personnel** responding on first alarm structure fires.

**Item 571 “Credit for Company Personnel (CCP)” = 6.67 points**

**Item 581 – Credit for Training (9 points)**

| <b>Training</b>                                                                                                                                                                                                                                                                                                                          | <b>Earned Credit</b> | <b>Credit Available</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>A. Facilities, and Use</b><br>For maximum credit, each firefighter should receive 18 hours per year in structure fire related subjects as outlined in NFPA 1001.                                                                                                                                                                      | <b>0.00</b>          | <b>35</b>               |
| <b>B. Company Training</b><br>For maximum credit, each firefighter should receive 16 hours per month in structure fire related subjects as outlined in NFPA 1001.                                                                                                                                                                        | <b>18.75</b>         | <b>25</b>               |
| <b>C. Classes for Officers</b><br>For maximum credit, each officer should be certified in accordance with the general criteria of NFPA 1021. Additionally, each officer should receive 12 hours of continuing education on or off site.                                                                                                  | <b>12.00</b>         | <b>12</b>               |
| <b>D. New Driver and Operator Training</b><br>For maximum credit, each new driver and operator should receive 60 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.                                                                                                                                  | <b>3.75</b>          | <b>5</b>                |
| <b>E. Existing Driver and Operator Training</b><br>For maximum credit, each existing driver and operator should receive 12 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.                                                                                                                        | <b>3.75</b>          | <b>5</b>                |
| <b>F. Training on Hazardous Materials</b><br>For maximum credit, each firefighter should receive 6 hours of training for incidents involving hazardous materials in accordance with NFPA 472.                                                                                                                                            | <b>0.33</b>          | <b>1</b>                |
| <b>G. Recruit Training</b><br>For maximum credit, each firefighter should receive 240 hours of structure fire related training in accordance with NFPA 1001 within the first year of employment or tenure.                                                                                                                               | <b>2.10</b>          | <b>5</b>                |
| <b>H. Pre-Fire Planning Inspections</b><br>For maximum credit, pre-fire planning inspections of each commercial, industrial, institutional, and other similar type building (all buildings except 1-4 family dwellings) should be made annually by company members. Records of inspections should include up-to date notes and sketches. | <b>3.60</b>          | <b>12</b>               |

**Item 580 “Credit for Training (CT)” = 3.99 points**

**Item 730 – Operational Considerations (2 points)**

Item 730 “Credit for Operational Considerations (COC)” evaluates fire department standard operating procedures and incident management systems for emergency operations involving structure fires.

| <b>Operational Considerations</b>                                                                                                    | <b>Earned Credit</b> | <b>Credit Available</b> |
|--------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>Standard Operating Procedures</b><br>The department should have established SOPs for fire department general emergency operations | <b>50</b>            | <b>50</b>               |
| <b>Incident Management Systems</b><br>The department should use an established incident management system (IMS)                      | <b>50</b>            | <b>50</b>               |
| <b>Operational Considerations total:</b>                                                                                             | <b>100</b>           | <b>100</b>              |

**Item 730 “Credit for Operational Considerations (COC)” = 2.00 points**

**Water Supply**

Forty percent of a community's overall score is based on the adequacy of the water supply system. The ISO field representative evaluated:

- the capability of the water distribution system to meet the Needed Fire Flows at selected locations up to 3,500 gpm.
- size, type and installation of fire hydrants.
- inspection and flow testing of fire hydrants.

|                                             | <b>Earned Credit</b> | <b>Credit Available</b> |
|---------------------------------------------|----------------------|-------------------------|
| 616. Credit for Supply System               | <b>5.47</b>          | 30                      |
| 621. Credit for Hydrants                    | <b>1.73</b>          | 3                       |
| 631. Credit for Inspection and Flow Testing | <b>6.71</b>          | 7                       |
| <b>Item 640. Credit for Water Supply:</b>   | <b>13.91</b>         | <b>40</b>               |

**Item 616 – Credit for Supply System (30 points)**

The first item reviewed is Item 616 “Credit for Supply System (CSS)”. This item reviews the rate of flow that can be credited at each of the Needed Fire Flow test locations considering the supply works capacity, the main capacity and the hydrant distribution. The lowest flow rate of these items is credited for each representative location. A water system capable of delivering 250 gpm or more for a period of two hours plus consumption at the maximum daily rate at the fire location is considered minimum in the ISO review.

Where there are 2 or more systems or services distributing water at the same location, credit is given on the basis of the joint protection provided by all systems and services available.

The supply works capacity is calculated for each representative Needed Fire Flow test location, considering a variety of water supply sources. These include public water supplies, emergency supplies (usually accessed from neighboring water systems), suction supplies (usually evidenced by dry hydrant installations near a river, lake or other body of water), and supplies developed by a fire department using large diameter hose or vehicles to shuttle water from a source of supply to a fire site. The result is expressed in gallons per minute (gpm).

The normal ability of the distribution system to deliver Needed Fire Flows at the selected building locations is reviewed. The results of a flow test at a representative test location will indicate the ability of the water mains (or fire department in the case of fire department supplies) to carry water to that location.

The hydrant distribution is reviewed within 1,000 feet of representative test locations measured as hose can be laid by apparatus.

For maximum credit, the Needed Fire Flows should be available at each location in the district. Needed Fire Flows of 2,500 gpm or less should be available for 2 hours; and Needed Fire Flows of 3,000 and 3,500 gpm should be obtainable for 3 hours.

**Item 616 “Credit for Supply System (CSS)” = 5.47 points**



**Item 621 – Credit for Hydrants (3 points)**

The second item reviewed is Item 621 “Credit for Hydrants (CH)”. This item reviews the number of fire hydrants of each type compared with the total number of hydrants.

There are a total of 708 hydrants in the graded area.

| <b>620. Hydrants, - Size, Type and Installation</b>                                                                                                 | <b>Number of Hydrants</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>A. With a 6 -inch or larger branch and a pumper outlet with or without 2½ -inch outlets</b>                                                      | <b>228</b>                |
| <b>B. With a 6 -inch or larger branch and no pumper outlet but two or more 2½ -inch outlets, or with a small foot valve, or with a small barrel</b> | <b>120</b>                |
| <b>C./D. With only a 2½ -inch outlet or with less than a 6 -inch branch</b>                                                                         | <b>318</b>                |
| <b>E./F. Flush Type, Cistern, or Suction Point</b>                                                                                                  | <b>42</b>                 |

**Item 621 “Credit for Hydrants (CH)” = 1.73 points**

**Item 630 – Credit for Inspection and Flow Testing (7 points)**

The third item reviewed is Item 630 “Credit for Inspection and Flow Testing (CIT)”. This item reviews the fire hydrant inspection frequency, and the completeness of the inspections. Inspection of hydrants should be in accordance with AWWA M-17, *Installation, Field Testing and Maintenance of Fire Hydrants*.

**Frequency of Inspection (FI):** Average interval between the 3 most recent inspections.

| <b>Frequency</b> | <b>Points</b> |
|------------------|---------------|
| 1 year           | 30            |
| 2 years          | 20            |
| 3 years          | 10            |
| 4 years          | 5             |
| 5 years or more  | No Credit     |

**Note:** The points for inspection frequency are reduced by 10 points if the inspections are incomplete or do not include a flushing program. An additional reduction of 10 points are made if hydrants are not subjected to full system pressure during inspections. If the inspection of cisterns or suction points does not include actual drafting with a pumper, or back-flushing for dry hydrants, 20 points are deducted.

**Total points for Inspections = 3.94 points**

**Frequency of Fire Flow Testing (FF):** Average interval between the 3 most recent inspections.

| <b>Frequency</b> | <b>Points</b> |
|------------------|---------------|
| 5 years          | 40            |
| 6 years          | 30            |
| 7 years          | 20            |
| 8 years          | 10            |
| 9 years          | 5             |
| 10 years or more | No Credit     |

**Total points for Fire Flow Testing = 2.77 points**

**Item 631 “Credit for Inspection and Fire Flow Testing (CIT)” = 6.71 points**

### **Divergence = -1.53**

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

### **Community Risk Reduction**

|                                                              | <b>Earned Credit</b> | <b>Credit Available</b> |
|--------------------------------------------------------------|----------------------|-------------------------|
| 1025. Credit for Fire Prevention and Code Enforcement (CPCE) | <b>0.00</b>          | 2.2                     |
| 1033. Credit for Public Fire Safety Education (CFSE)         | <b>0.33</b>          | 2.2                     |
| 1044. Credit for Fire Investigation Programs (CIP)           | <b>1.02</b>          | 1.1                     |
| <b>Item 1050. Credit for Community Risk Reduction</b>        | <b>1.35</b>          | <b>5.50</b>             |

| <b>Item 1025 – Credit for Fire Prevention Code Adoption and Enforcement (2.2 points)</b>                                                               | <b>Earned Credit</b> | <b>Credit Available</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>Fire Prevention Code Regulations (PCR)</b><br>Evaluation of fire prevention code regulations in effect.                                             | 0.00                 | 10                      |
| <b>Fire Prevention Staffing (PS)</b><br>Evaluation of staffing for fire prevention activities.                                                         | 0.00                 | 8                       |
| <b>Fire Prevention Certification and Training (PCT)</b><br>Evaluation of the certification and training of fire prevention code enforcement personnel. | 0.00                 | 6                       |
| <b>Fire Prevention Programs (PCP)</b><br>Evaluation of fire prevention programs.                                                                       | 0.00                 | 16                      |
| <b>Review of Fire Prevention Code and Enforcement (CPCE) subtotal:</b>                                                                                 | 0.00                 | 40                      |

| <b>Item 1033 – Credit for Public Fire Safety Education (2.2 points)</b>                                                                                                                                      | <b>Earned Credit</b> | <b>Credit Available</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>Public Fire Safety Educators Qualifications and Training (FSQT)</b><br>Evaluation of public fire safety education personnel training and qualification as specified by the authority having jurisdiction. | 5.00                 | 10                      |
| <b>Public Fire Safety Education Programs (FSP)</b><br>Evaluation of programs for public fire safety education.                                                                                               | 1.00                 | 30                      |
| <b>Review of Public Safety Education Programs (CFSE) subtotal:</b>                                                                                                                                           | 6.00                 | 40                      |

| <b>Item 1044 – Credit for Fire Investigation Programs (1.1 points)</b>                                                                                                             | <b>Earned Credit</b> | <b>Credit Available</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
| <b>Fire Investigation Organization and Staffing (IOS)</b><br>Evaluation of organization and staffing for fire investigations.                                                      | 8.00                 | 8                       |
| <b>Fire Investigator Certification and Training (IQT)</b><br>Evaluation of fire investigator certification and training.                                                           | 4.50                 | 6                       |
| <b>Use of National Fire Incident Reporting System (IRS)</b><br>Evaluation of the use of the National Fire Incident Reporting System (NFIRS) for the 3 years before the evaluation. | 6.00                 | 6                       |
| <b>Review of Fire Investigation Programs (CIP) subtotal:</b>                                                                                                                       | 18.50                | 20                      |

**Summary of PPC Review**  
**for**  
**Arkansas City FDS**

| <b>FSRS Item</b>                                  | <b>Earned Credit</b> | <b>Credit Available</b> |
|---------------------------------------------------|----------------------|-------------------------|
| <b>Emergency Communications</b>                   |                      |                         |
| 414. Credit for Emergency Reporting               | 2.55                 | 3                       |
| 422. Credit for Telecommunicators                 | 3.04                 | 4                       |
| 432. Credit for Dispatch Circuits                 | 2.46                 | 3                       |
| <b>440. Credit for Emergency Communications</b>   | <b>8.05</b>          | <b>10</b>               |
| <b>Fire Department</b>                            |                      |                         |
| 513. Credit for Engine Companies                  | 1.50                 | 6                       |
| 523. Credit for Reserve Pumpers                   | 0.50                 | 0.5                     |
| 532. Credit for Pumper Capacity                   | 3.00                 | 3                       |
| 549. Credit for Ladder Service                    | 1.00                 | 4                       |
| 553. Credit for Reserve Ladder and Service Trucks | 0.00                 | 0.5                     |
| 561. Credit for Deployment Analysis               | 2.56                 | 10                      |
| 571. Credit for Company Personnel                 | 6.67                 | 15                      |
| 581. Credit for Training                          | 3.99                 | 9                       |
| 730. Credit for Operational Considerations        | 2.00                 | 2                       |
| <b>590. Credit for Fire Department</b>            | <b>21.22</b>         | <b>50</b>               |
| <b>Water Supply</b>                               |                      |                         |
| 616. Credit for Supply System                     | 5.47                 | 30                      |
| 621. Credit for Hydrants                          | 1.73                 | 3                       |
| 631. Credit for Inspection and Flow Testing       | 6.71                 | 7                       |
| <b>640. Credit for Water Supply</b>               | <b>13.91</b>         | <b>40</b>               |
| <b>Divergence</b>                                 | <b>-1.53</b>         | <b>--</b>               |
| <b>1050. Community Risk Reduction</b>             | <b>1.35</b>          | <b>5.50</b>             |
| <b>Total Credit</b>                               | <b>43.00</b>         | <b>105.5</b>            |

**Final Community Classification = 06/10**

INSURANCE SERVICES OFFICE, INC.  
**HYDRANT FLOW DATA SUMMARY**

Community Arkansas City Fds

County Kansas(Cowley), State KANSAS (15)

Witnessed by: Insurance Services Office

Survey Date: July 7, 2022

| TEST NO. | TYPE DIST.* | TEST LOCATION  | SERVICE                | FLOW - GPM<br>$Q=(29.83(C(d^2)p^{0.5}))$ |   |   |       | PRESSURE PSI |        | FLOW -AT 20 PSI |        | REMARKS*** | MODEL TYPE | FLOW TEST DATE |
|----------|-------------|----------------|------------------------|------------------------------------------|---|---|-------|--------------|--------|-----------------|--------|------------|------------|----------------|
|          |             |                |                        | INDIVIDUAL HYDRANTS                      |   |   | TOTAL | STATIC       | RESID. | NEEDED **       | AVAIL. |            |            |                |
| 1        |             | 30142 141st Rd | Fire Department Supply | 0                                        | 0 | 0 | 350   | 0            | 0      | 1500            | 350    |            | CTR        | 07/07/2022     |
| 2        |             | 25572 61st Rd  | Fire Department Supply | 0                                        | 0 | 0 | 500   | 0            | 0      | 1500            | 500    |            | CTR        | 07/07/2022     |
| 3        |             | 10472 272nd Rd | Fire Department Supply | 0                                        | 0 | 0 | 250   | 0            | 0      | 2250            | 250    |            | CTR        | 07/07/2022     |
| 4        |             | 8438 312th Rd  | Fire Department Supply | 0                                        | 0 | 0 | 250   | 0            | 0      | 2000            | 250    |            | CTR        | 07/07/2022     |
| 5        |             | 31467 US 77    | Fire Department Supply | 0                                        | 0 | 0 | 400   | 0            | 0      | 1750            | 400    |            | CTR        | 07/07/2022     |
| 6        |             | 8731 US Hwy 66 | Fire Department Supply | 0                                        | 0 | 0 | 300   | 0            | 0      | 2250            | 300    |            | CTR        | 07/07/2022     |
|          |             |                |                        |                                          |   |   |       |              |        |                 |        |            |            |                |
|          |             |                |                        |                                          |   |   |       |              |        |                 |        |            |            |                |
|          |             |                |                        |                                          |   |   |       |              |        |                 |        |            |            |                |
|          |             |                |                        |                                          |   |   |       |              |        |                 |        |            |            |                |
|          |             |                |                        |                                          |   |   |       |              |        |                 |        |            |            |                |
|          |             |                |                        |                                          |   |   |       |              |        |                 |        |            |            |                |
|          |             |                |                        |                                          |   |   |       |              |        |                 |        |            |            |                |
|          |             |                |                        |                                          |   |   |       |              |        |                 |        |            |            |                |
|          |             |                |                        |                                          |   |   |       |              |        |                 |        |            |            |                |
|          |             |                |                        |                                          |   |   |       |              |        |                 |        |            |            |                |
|          |             |                |                        |                                          |   |   |       |              |        |                 |        |            |            |                |

THE ABOVE LISTED NEEDED FIRE FLOWS ARE FOR PROPERTY INSURANCE PREMIUM CALCULATIONS ONLY AND ARE *NOT* INTENDED TO PREDICT THE MAXIMUM AMOUNT OF WATER REQUIRED FOR A LARGE SCALE FIRE CONDITION.

THE AVAILABLE FLOWS ONLY INDICATE THE CONDITIONS THAT EXISTED AT THE TIME AND AT THE LOCATION WHERE TESTS WERE WITNESSED.

\*Comm = Commercial; Res = Residential.

\*\*Needed is the rate of flow for a specific duration for a full credit condition. Needed Fire Flows greater than 3,500 gpm are not considered in determining the classification of the city when using the Fire Suppression Rating Schedule.

\*\*\* (A)-Limited by available hydrants to gpm shown. Available facilities limit flow to gpm shown plus consumption for the needed duration of (B)-2 hours, (C)-3 hours or (D)-4 hours.



1000 Bishops Gate Blv. Ste 300  
Mt. Laurel, NJ 08054-5404

t1.800.444.4554 Opt.2  
f1.800.777.3929

November 27, 2022

Mr. Randy Frazer, City Manager  
Arkansas City FDS  
118 W Central  
Arkansas City, Kansas, 67005

RE: Arkansas City Fds, Cowley County, Kansas  
Public Protection Classification: 06/10  
Effective Date: March 01, 2023

Dear Mr. Randy Frazer,

We wish to thank you and Mr. Les Parks for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision-making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things – the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently graded as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9."
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B."

- Communities graded with single “9” or “8B” classifications will remain intact.
- Properties over 5 road miles from a recognized fire station would receive a class 10.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

*Alex Shubert*

Alex Shubert

Manager -National Processing Center

cc: Mr. Rod Philo, Supervisor, Arkansas City Water Department  
 Mr. Drew Soule, Water Operator, Cowley CO RWD 1 Water Department  
 Mr. Les Parks, Chief, Arkansas City Fire Department  
 Mr. Doug Allison, Director, Cowley County Emergency Communications