



City Commission Meeting

October 01, 2024 at 5:30 PM

118 W Central Ave, Arkansas City, KS

Please join our meeting <https://global.gotomeeting.com/join/361119957>
Or dial in using your phone: United States: +1 (872) 240-3212 Access Code: 361 119 957

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. Consent Agenda (Voice Vote)

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

1. Approve the September 13, 2024, special meeting minutes and September 17, 2024, regular meeting minutes as written.

III. Public Hearing

1. Hold a public hearing and consider a resolution declaring the structure located at 426 S. Summit St., as unsafe and dangerous, and directing that said structures be repaired, shored, or, in the alternative, demolished. **(Voice Vote)**

IV. New Business

City Manager Department

1. Review and discuss preliminary renovation plans for the Arkansas City Fire/EMS Station, along with financing options as presented by Ranson Financial Advisor, Larry Kleeman.
2. An Ordinance modifying Municipal Code Part II, Chapter 14, concerning the composition of the Building Trades Board and amending Municipal code to so reflect. **(Roll Call Vote)**
3. A Resolution authorizing the City of Arkansas City to enter into an agreement for engineer design services with Professional Engineering Consultants (PEC), for the CCLIP Surface Preservation Grant Project on West Madison Ave. (U.S. Hwy 166) from Ark River Bridge to 8th St., for an amount not to exceed 66,550.00. **(Voice Vote)**

Environmental Services Department

1. A Resolution authorizing an agreement with Professional Engineering Consultants (PEC), to provide survey, design, engineering and construction administration services, and assist with SRF Loan procurement for the East Pressure Zone High Service Pump Station Rehabilitation Project, for an amount not to exceed \$357,000.00. **(Voice Vote)**

V. City Manager Reminders & Updates

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 five (5) minutes.

VIII. Adjournment



City Commission Agenda Item

Meeting Date: October 1, 2024

From: Tiffany Parsons, City Clerk

Item: Approve the September 13, 2024 Special Meeting Minutes & September 17, 2024 Regular Meeting Minutes

Purpose: Approve the September 13, 2024, special meeting minutes and September 17, 2024, regular meeting minutes as written.

Background:

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

Commission Options:

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

Approved for Agenda by:

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

Randy Frazer, City Manager



Friday, September 13, 2024
Special Meeting Minutes
118 W Central Ave, Arkansas City, KS

Routine Business

1. Roll Call

PRESENT

Commissioner Chad Beeson
Commissioner Diana Spielman
Commissioner Charles Tweedy
Mayor Jay Warren

ABSENT

Commissioner Tad Stover

Also present from staff: City Attorney Larry Schwartz, City Manager Randy Frazer, City Clerk Tiffany Parsons, Communications Director Shana Adkisson, Police Chief Jim Holloway, Public Services Director Mike Bellis, and Municipal Project Manager Nick Rizzio.

New Business

City Clerk Parsons offered the following item for consideration:

1. A Resolution approving the public hearing notice publication and setting the public hearing for Monday, October 14th, 2024, at noon, to consider an application to be submitted to KDHE for the Kansas Public Water Supply Loan Fund (KPWSLF), to aid in the Water Treatment Facility Greensand Filter Improvements Project.

The Kansas Department of Health and Environment is pleased to notify the City of Arkansas City has been selected in the KDHE 2024 IUP to apply for a loan in the amount of \$2,089,000 from the Kansas Public Water Supply Loan Fund with an estimated \$2,089,000 in loan forgiveness (100% loan forgiveness) to be used for WTP Greensand Improvements, as explained by Municipal Project Manager Rizzio. The loan application includes funding for the Water Treatment Facility Greensand Filter Improvements Project. The scope of the project encompasses the design and construction of improvements to the City’s existing water treatment plant. The expansion will address the presence of manganese in the raw water supply through the addition of greensand pressure filters, piping and controls. The addition of greensand pressure filters will enable the City to more effectively treat and remove manganese from the alluvial groundwater supply.

Before the City can apply for this loan forgiveness, it first must hold a public hearing on Monday, October 14th, 2024, to hear alternate project suggestions from citizens, as well as comments on this Water Supply Loan Fund. A notice must be published at least 30 days prior to the Public Hearing Date. City Manger Frazer noted that the because the grant application deadlines don’t line up with our regular scheduled meetings, scheduling special meetings are necessary. This request approves the public notice for publication and sets the public hearing date for another special meeting.

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

*Voice Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Resolution No. 2024-09-3645.***

Adjournment

Motion made by Commissioner Beeson, seconded by Commissioner Tweedy to adjourn the meeting.

The voice vote was unanimous in favor of the motion. Mayor Warren declared the meeting adjourned.

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

(Seal)

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

Prepared by:

Tiffany Parsons, City Clerk

DRAFT



Tuesday, September 17, 2024
Regular Meeting Minutes
118 W Central Ave, Arkansas City, KS

Routine Business

- 1. Roll Call

PRESENT

Commissioner Chad Beeson
Commissioner Diana Spielman
Commissioner Charles Tweedy
Mayor Jay Warren

ABSENT

Commissioner Tad Stover

Also present from staff: City Attorney Larry Schwartz, City Manager Randy Frazer, City Clerk Tiffany Parsons, Communications Director Shana Adkisson, Municipal Project Manager Nick Rizzio, Neighborhood Services Director Mike Bellis, and Police Chief Jim Holloway.

- 2. Opening Prayer led by City Attorney Larry Schwartz and Pledge of Allegiance led by Mayor Warren.

- 3. There were no additions or deletions to the agenda.

- 4. Approval of the Agenda

Motion made by Commissioner Tweedy, Seconded by Commissioner Beeson to approve the agenda.

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

Awards and Proclamations

- 1. Proclaim October 2024, as Community Planning Month in Arkansas City, as ready by Neighborhood Services Director Mike Bellis.
- 2. Proclaim October 1, 2024, as National Night Out in Arkansas City, as read by Police Chief Holloway.

Recognition of Visitors/Staff

- 1. Police Chief Holloway introduced newly hired police officers Hailey Lorette and Tom Campbell, providing a background of their experience. Lorette and Campbell were then sworn in by City Clerk Parsons.
- 2. Recognize Environmental Departments staff members Spencer Stover & Tommy Bowman on their recent awards received during the 15th Annual KWEA & KsAWWA Joint Water and Wastewater Conference held August 27th- 29th in Wichita, Kansas. Environmental Services Superintendent Rod Philo provided a brief synopsis of both Stover & Bowmans hard work and contributions to their departments, leading up to their much-deserved awards.

Consent Agenda

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

- 1. Approve the September 3, 2024, regular meeting minutes as written.

City Clerk Parsons offered a revised copy of the minutes to the city council that included revisions on page 4 under New Business, City Manager Department, Item No. 1 noting when Vicki Jackson spoke, where the words tennis and pickle ball courts have been switched to stand correct.

- 2. Approve adoption of Resolution No. 24-297 adopted by the City Council of the City of Wichita, Kansas, on September 3, 2024, regarding the issuance of its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.).

Motion made by Commissioner Beeson, Seconded by Commissioner Spielman to approve the consent agenda, with the changes made in the minutes as written.

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

New Business

City Clerk Parsons offered the following items for consideration:

City Manager Department

- 1. Consider first reading of Ordinance levying special assessments for code enforcement activities for unpaid weed mowing charges.

Neighborhood Services Director Bellis explained the special assessment for unpaid weed and mowing charges as presented.

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

*Roll Call Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Ordinance No. 2024-09-4618.***

- 2. Consider first reading of Ordinance levying special assessments for code enforcement activities for unpaid trash and rubbish charges.

Neighborhood Services Director Bellis reviewed the special assessment for code enforcement activities for unpaid trash and rubbish charges as presented.

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

*Roll Call Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Ordinance No. 2024-09-4619.***

- 3. Consider for approval a Certificate of Special Assessment for dangerous structure demolitions.

Neighborhood Services Director Bellis explained the special assessment for dangerous structure demolitions.

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

*Voice Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Resolution No. 2024-09-3646.***

4. A Resolution authorizing the City of Arkansas City to apply for the Fall 2024 Kansas Department of Transportation (KDOT) Cost Share Program Grant for the Summit Street reconstruction project from Skyline Road to Radio Lane.

Municipal Project Manager Nick Rizzio further explained the project details.

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

*Voice Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Resolution No. 2024-09-3646.***

City Manager Updates & Reminders

City Manager Frazer provided reminders and updates before the commission.

1. City Arkansas City was awarded the local bridge improvement grant in the amount of \$700,000.00 to be use for the F St. bridge.
2. Sept. 11th City staff, Recreation Commission, Cowley College, USD 470 staff and meeting with Schafer architects to review the refined concepts for the RecPlex.
3. Sept. 12th City staff met with Ranson Financial Advisor Larry Kleeman, to look into finance options for the fire station renovation. Larry is planning to attend the Oct. 1st meeting to discuss more options.
4. Sept. 26th Mayor Warren, Commission Tweedy, and City Manager Frazer are signed up to attend the REAP Regional Issues Forum.
5. Sept. 27th – 28th Ark City Tumbleweeds Last Run Car Show.
6. Sept 30th Local consultation for Water is being held in Wichita, KS.
7. Sept. 30th – Oct. 1st National Night Out in Arkansas City.
8. Sept 30th Local consult. for Water Conference in Wichita, KS.
9. The city is applying Kansas Water Supply Loan that has 100 % forgiveness and a 30 day publication requirement timeline prior to the public hearing requirement. The Public Hearing will be Monday Oct. 14th at City Hall just before the regularly scheduled work session. This grant is for the greensand filter.
10. Goff Tower paint coating inside should start this week, they are almost done sandblasting inside. Entire job inside and out has to be complete before the tower can be back up and running.
11. Hike Bike Trail update- KDOT has been in recent communications through email with city staff again. Plan details have been submitted with no kick-back this time, so plans are under official final review.
12. Local projects handout provided to commissioners.

Adjournment

Motion made by Commissioner Beeson, seconded by Commissioner Tweedy to adjourn the meeting.

The voice vote was unanimous in favor of the motion. Mayor Warren declared the meeting adjourned.

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

(Seal)

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

Prepared by:

Tiffany Parsons, City Clerk

DRAFT



City Commission Agenda Item

Meeting Date: October 1, 2024
From: Mike Bellis, Building Official
Item: Dangerous Structure Hearing – 426 S. Summit St.

Purpose: Hold a public hearing and consider a resolution declaring the structure located at 426 S. Summit St., as unsafe and dangerous, and directing that said structures be repaired, shored, or, in the alternative, demolished. **(Voice Vote)**

Background:

October 1, 2024, was set by the City Commission as the date to hold a public hearing on the status of the structure listed below to determine if it is a dangerous structure and to possibly order abatement and/or demolition.

The property to be considered is:

- 1. 426 S. Summit ST – H R Incorporated

During the hearing, owners, agents, lienholders of record, and any occupants of the listed structure(s) may appear and show cause as to why the structure(s) should not be condemned as an unsafe structure. If so ordered, the owner will have 30 days to begin repair or demolition and 90 days to complete that work after publication of the resolution declaring a dangerous structure. The owners have been properly notified and have not made appropriate corrections.

Commission Options:

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

Fiscal Impact:

Amount: Publication Cost

Included in budget Grant Bonds Other Not Budgeted

Approved for Agenda by:

Randy Frazer, City Manager



City of Arkansas City
Dangerous Structure
426 S. Summit ST

- ▶ **OWNER INFORMATION:**
 - ▶ **HR INCORPORATED**
- ▶ **LEGAL DESCRIPTION:**
 - ▶ **LOTS 9, 10, 11, 12, 13, AND 14, BLOCK 71 TO THE CITY OF ARKANSAS CITY, COWLEY COUNTY, KANSAS**
- ▶ **CASE INFORMATION:**
 - ▶ **OPENED ON AUGUST 11, 2021**
 - ▶ **VIOLATIONS INCLUDE:**
 - ▶ **STRUCTURE UNFIT FOR HUMAN OCCUPANCY**
 - ▶ **SANITATION**
 - ▶ **ELECTRICAL SYSTEM HAZARDS**
 - ▶ **CERTIFIED LETTERS SENT:**
 - ▶ **AUGUST 11, 2021:**
 - ▶ **SIGNED FOR BY VINA BHAKTA**
 - ▶ **MAY 16, 2024:**
 - ▶ **SIGNED FOR BY RANJIT BHAKTA**



9.23.2024 11:21

TOWN HOUSE
SUITLS

9.23.2024 11:21





9.23.2024 11:23



9.23.2024 11:23



9.23.2024 11:24



9.23.2024 11:26



9.23.2024 11:27



9.23.2024 11:27





9.23.2024 11:29

Staff Request:

- ▶ Declare as a dangerous structure
- ▶ Declare that the property does not meet the criteria
- ▶ Voice Vote
- ▶ After adoption, the property owner will have 30 days to begin work and 90 days to complete.

RESOLUTION NO. 2024-10-_____

A RESOLUTION FINDING THAT THE STRUCTURE(S) LEGALLY DESCRIBED HEREIN AND LOCATED WITHIN THE CITY LIMITS OF THE CITY OF ARKANSAS CITY, KANSAS, ARE UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE(S) BE REPAIRED, SHORED OR OTHERWISE MADE SAFE, OR, IN THE ALTERNATIVE, DEMOLISH THE STRUCTURE(S), MAKING THE PREMISES SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Arkansas City, Kansas, did, on or about the 6th day of August 2024, file with the Governing Body of the City of Arkansas City a statement in writing that the structures hereinafter described constitute an unsafe or dangerous structure.

WHEREAS, the Governing Body did by Resolution No. 2024-08-3626 establish the 1st day of October, 2024 at 5:30 p.m., as the date of public hearing at which time the owners, their agents, any lienholders of record and occupants of the structure(s) could appear and show cause why said structure(s) should not be condemned and ordered repaired, shored or otherwise made safe, or, in the alternative, demolished as unsafe or dangerous structure(s), and did duly publish and serve said Resolution in the manner provided by law; and

WHEREAS, on this date the Governing Body held a public hearing to determine whether the structure(s) at issue is a dangerous structure.

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

SECTION ONE: That the Governing Body hereby finds the following described structure(s) located in Arkansas City, Kansas to-wit:

Parcel 1:

Dilapidated Structure, including any Accessory structures located at 426 S. Summit Street, Arkansas City, Cowley County, Kansas, and legally described as, to-wit:

Lots 9, 10, 11, 12, 13, and 14, Block 71, to the City of Arkansas City, Cowley County, Kansas.

Record Owner(s): H R Incorporated
426 S. Summit ST
Arkansas City, KS 67005

Record Lienholder(s): Cowley County Treasurer, Unpaid Taxes
311 E. 9th Avenue
Winfield, KS 67156

to be UNSAFE and DANGEROUS and hereby directs that the structure(s) be repaired, shored or otherwise made safe, or, if economically unfeasible, then, in the alternative, that the structure(s) be demolished, and the premises made safe and secure. The owner(s) of said structure(s) are hereby given:

_ For **REPAIR** and **RENOVATION**, thirty (30) days from the date of publication of this Resolution within which to commence repair and/or renovation of the same, and an additional ninety (90) days to complete such, or during a timeframe extended by the Director of Building, Planning and Codes, or his designee, in his sole discretion; and

_ For **DEMOLITION**, thirty (30) days from the date of publication of this Resolution within which to obtain the necessary demolition permit and commence demolition of the same and an additional fifteen (15) days to complete such, including removal of all materials from the demolished structure, or during a timeframe extended by the Director of Building, Planning and Codes, or his designee, in his sole discretion;

_ If the owners fail to commence such repair and renovation or demolition within the time allotted above, the Director of Building, Planning and Codes, or his designee, is hereby authorized to cause the structure(s) to be either repaired and renovated and thereby made safe, or, in the alternative, demolished, and the premises made safe and secure and the costs incurred thereby, less salvage, if any, shall be assessed as a special assessment against the lot or parcel of land upon which the structure(s) are located, and the City may also pursue collection in the manner provided by K.S.A. § 12-1,115 and all acts amendatory thereof or supplemental thereto and through any other available means.

SECTION TWO: The City Clerk shall cause this Resolution to be published once in the official City newspaper and a copy mailed by certified mail within three (3) days after publication to each such owner, agent, lienholder or occupant at his/her/their/its last known place of residence, all as contemplated under Kansas law. Further, this Resolution shall be filed with the Cowley County Register of Deeds and indexed to the property(ies) described herein.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas this 1st day of October, 2024 with City Officials being authorized and directed to execute any and all documents necessary to consummate the purposes and intents as expressed in this Resolution 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) and the City Clerk is directed to attest to and affix the official seal of the City thereon.

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry Schwartz, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2024-10-____ of the City of Arkansas City, Kansas adopted by the governing body on October 1, 2024 as the same appears of record in my office.

DATED: _____

Tiffany Parsons, City Clerk



City Commission Agenda Item

Meeting Date: October 1, 2024
From: Randy Frazer, City Manager
Item: Preliminary Plan Review Fire Station Renovation & Financing Options

Purpose: Review and discuss preliminary renovation plans for the Arkansas City Fire/EMS Station, along with financing options as presented by Ranson Financial Advisor, Larry Kleeman.

Background:

The goal of this plan review is to ensure the renovation design meets the operational needs of the Fire/EMS department while evaluating financial strategies to fund the project in a fiscally responsible manner.

For the past year, City staff has worked closely with Agora Architecture to develop preliminary design and layout plans that support a high-functioning Fire/EMS facility. The purposed renovation focuses on creating an optimized space that accommodates the current and future needs of the department.

Included in the packet for review are:

- Preliminary renovation plans developed by Agora Architecture.
- Estimated financing options prepared by city financial advisor Larry Kleeman, detailing potential interest costs and payment schedules.
- Draft Bond timetable, outlining key milestones and projected date for the bond process.

This item seeks input from the City Commission on the proposed design and financing options, with the goal of moving towards final approval in the coming months.

Approved for Agenda by:

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

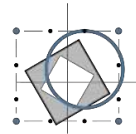
Randy Frazer, City Manager



Arkansas City Fire Department Remodel

115 S. D Street
Arkansas City, KS 67005

Prepared by:



AGORA
ARCHITECTURE

Agora Project:
23105

Date:
June 17, 2024

June 17, 2024

Arkansas City Fire Department
115 S. D Street
Arkansas City, Kansas 67005

Existing Building:

The existing Fire Station was previously utilized as an armory. The structure encompasses much of the site with ‘flow through’ drive access to the north and south. There is a small, paved staging/work area at the south street access. No designed-on site parking, but there is a street cut drop-off area that is currently utilized for parking (approximately 6 cars) on D Street.

The building is an approximately 23,000 square foot, single-story slab on grade steel structure with a center clerestory. The structure has masonry exterior walls; primarily brick over cmu block on three sides and exposed cmu block on the west side. The clerestory east and west walls are also exposed cmu block. The roof decking is a panelized lightweight concrete system. Facility is split into two halves, connected by a steep transition between the two sides, with the north side of the building approximately 18” below the south half of the building.

Project Scope and Priorities:

Facility needs are numerous and range from missing windows and masonry tuckpointing, non-existent decontamination area and equipment, to inadequate air ventilation and filtration systems. A general list of the scope and priorities are listed below.

- Improving control of exposure to contaminants from firefighting.
- Semi-private sleeping quarters and flexibility of gender responders. Inadequate and insufficient living quarters.
- Incorporation and improvement of training opportunities.
- Improve building integrity and image.
- Upgrade public entry and security.
- Upgrade inadequate and outdated Mechanical and Electrical systems.
- Upgrade inadequate and outdated Code, Fire Safety, and Communication systems.
- Incorporation of ICC Shelter as required for Essential Facilities.
- Provide Accessibility improvements.
- Employee parking.

A detailed description of current mechanical and electrical system requirements and recommendations are attached.

Applicable Codes/ADA:

2015 International Building Code series
2010 ADA Standards for Accessible Design
Arkansas City Zoning Regulations

Constraints:

The biggest constraint to improvement is continuous operation of the Department during any construction activities. Any construction work would likely occur in phases and would involve scheduled utility and communication change over coordination.

Upgrading the building structure to meet current Class IV Essential Facility requirements is not deemed feasible and is not included in this project scope & budget.

The building has been neglected for some time. The site has about 10' of elevation change from the southwest corner to the northeast corner. The east exterior wall appears to be situated on the existing building setback line. The west side of the facility is bordered by a retaining wall, about 5' in height, along the alley.

Aspects to Consider:

Providing a new entry addition to provide a clearly identifiable Public and accessible entry with new signage and a display area for the antique fire engine.

Summary:

Attached are Preliminary Floor Plans showing a new entry and interior remodel, as well as preliminary Mechanical Plans showing zoning of air systems.

Mechanical Systems:

The following narrative is the current design intent for the mechanical systems for the Arkansas City Fire Station Remodel. Besides this narrative, we have provided a PDF drawing to better convey the design intent.

HVAC Schematic Design

Design Temperatures:

We will design this project to meet the following outdoor air conditions. Cooling (1%): 97.3°F DB / 74.8°F MCWB
Heating (99.6%): 9.5°F

The table below shows the room design temperature setpoints:

Space Type	Summer		Winter	
	Temp.	RH	Temp.	RH
Apparatus Bays, Shop	--	--	65° F	--
Offices, Kitchen, Sleeping, etc.	75° F	<60%	68°F	--

Recommended System Types

The building will be provided with a combination of gas-fired furnaces with split condensing units, dedicated outdoor air system, and make-up air equipment.

The furnaces will provide air conditioning and heating to the sleeping and residential use spaces, the offices, exercise room, and conference/training rooms. Ventilation air will be ducted directly to each of the furnaces from outdoors.

Due to the high amount of exhaust air from the decontamination, scuba, gear storage, and shop, a dedicated outdoor air system with cooling and dehumidification capabilities will be provided to supply conditioned air. The intent is to provide cool, dehumidified air to these spaces to help maintain the equipment stored in gear and scuba storage.

The apparatus bays will be provided with gas fired radiant tube heaters to maintain the space temperature. No cooling will be provided. Existing ceiling fans will remain to help move air in the space.

By exhausting air from low to the ground, the exhaust fans will extract vehicle exhaust from the bays. These exhaust fans will always maintain a minimum level of exhaust. The system will be provided with a system to detect vehicle exhaust and will increase the amount of exhaust air when necessary. When these exhaust fans are at maximum, makeup air units will provide make-up air to the space. The make-up air units will be provided with heating only. The make-up air units and exhaust fan system can be turned on manually, on a timer, to provide additional heat to the apparatus bay as needed.

Gas Fired (High Efficiency) Furnace:

We would pair an exterior air-cooled condensing unit on grade or on the roof of the facility with an indoor gas-fired furnace. Total amount of units could be just common areas in building or all areas. The interior furnace unit would require a mechanical closet to house the unit and have ductwork serving each space. Using a sealed combustion high efficiency unit will enable combustion air requirements to be satisfied and flue venting to be constructed of plastic piping. Gas flue venting would need to be properly fire stopped through fire rated assemblies for discharge to the exterior of the building.

Advantages:

- Residential system style, in which occupants may be familiar with operation.
- Lower initial cost.
- Independent of other equipment (no central plant)
- No floor space required for central plant equipment.
- Replacing old or malfunctioning equipment is easy.

Disadvantages:

- Equipment life (10-15 years.)
- Condensing unit compressor noise.
- Gas pipe distribution throughout building.
- No building diversity—Equipment sized for a peak load at each space.

Dedicated Outdoor Air System (High Efficiency):

A dedicated outdoor air system (DOAS) is an HVAC system that provides conditioned outdoor air to the indoor space to meet ventilation requirements and may assist with the building's humidity control. DOAS units are typically high-efficiency systems designed with advanced features like modulating compressors for variable cooling capacity, hot gas reheat for dehumidification, and full energy recovery wheels to reclaim energy from exhaust air, improving overall system efficiency.

This type of unit allows for positioning on the roof or at ground level, with ductwork distributing fresh, conditioned air throughout the building. By using energy recovery technologies and modulating operational components, these units optimize energy usage and adjust to varying load conditions. The DOAS units provide a continuous supply of fresh air, separate from the building's main HVAC system, ensuring a higher quality of indoor air and better humidity control.

Advantages:

- Improved indoor air quality by providing constant ventilation.
- Enhanced energy efficiency through heat recovery and modulating components.
- Reduced system load on the primary HVAC units.
- Greater control over humidity levels, enhancing occupant comfort.
- Simplified zoning and independent operation from other HVAC systems.

Disadvantages:

- Higher initial installation cost because of sophisticated technology and additional ductwork.
- Potential for increased maintenance requirements for energy recovery systems and modulating components.
- Requires careful design consideration to prevent over-ventilation and energy waste.
- Space requirements for installation may be significant depending on the building layout.
- This setup not only maintains the desired indoor conditions but also adheres to green building standards by minimizing energy consumption and improving the environmental impact of the building operations.

HVAC Zoning:

1. See attached drawing for suggested zoning with estimated sizes. In general, there are 8 furnaces, 1 DOAS unit, and 2 make-up air units.
2. A mini-split system will serve the IT Office/Server room.

Exhaust Systems

General Exhaust:

- The ceiling mount or roof exhaust fans exhaust the restrooms.
- Decontamination/extractors exhaust fans will be located on the roof and will exhaust at a high velocity.
- The gear storage and scuba rooms will be provided with general exhaust fans to help remove contaminants and humidity from the space.
- Shop:
 - o The design will include a dust collection system for woodworking machinery like table saws, planers, jointers, sanders, etc.
 - o The design will include a dedicated exhaust system to capture over-spray and VOC vapors in any spray booth.

Ventilation System

- The design intent will be for fresh ventilation air to be provided to furnaces directly.
- Ventilation/make-up air to the shop, storage, and decontamination spaces will be provided by a DOAS unit.

Filtration Systems

The carpentry lab will receive four (1) ceiling mounted HEPA filtration units, such as Powermatic PM1200.

Major HVAC Equipment List

The equipment information provided in the schedule on the attached drawing is based on preliminary floor plans and square footage calculations. Equipment sizes are subject to change.

Furnace Options:

1. Provide Unit with MERV 11 filters, Hinged access doors. Condensing units provided with hail guards.
2. Provide high-efficiency units with a minimum of 2-stage gas heat, and 2-stage cooling.

DOAS Unit Options:

1. Provide Unit with a pre-filter, MERV 13 filters, Hinged access doors. Condensing units provided with hail guards.
2. Provide a high-efficiency unit with modulating compressors, modulating hot-gas reheat, and modulating gas heat exchanger. Unit to have a full energy heat recovery wheel, variable speed supply, exhaust, and condenser fan.

Controls

The building will NOT include a BACnet capable DDC System.

- Each system will be provided with packaged controls.
 - o Furnaces: Provided with a programable thermostat with web Access. Units will run fan when space is occupied. The ventilation duct will include a 2-position control damper that will close when the unit is not running.
 - o MAU and Exhaust System for Apparatus Bays: Provided with NOx sensor that will stage the equipment to high speed when NOx is detected. A timed override and thermostat will be provided to help provide additional heat when needed.
 - o Radiant Tube heaters will be provided with thermostats.
 - o DOAS unit will be provided with a programable thermostat with humidistat. -General exhaust will operate continuously, during scheduled building occupancy.

Plumbing Systems:

The following narrative is the current design intent for the plumbing systems for the Arkansas City Fire Station Remodel. Besides this narrative, we have provided a PDF drawing to better convey the design intent.

Plumbing Fixtures:

The plumbing fixtures provided will be manual. Water closets will be tank type, floor mount.

Domestic Water:

The existing domestic water riser on the north side of the building will remain and will be reworked as needed for the new building layout.

The mezzanine will have new tank type domestic water heaters added to serve the west side of the building. Recirculation pumps will recirculate the hot water as required by code.

Because of its remote location, the restroom in the administrative area, on the east side of the building, will have an instantaneous water heater below the lavatory.

New hose bibs will be added as required in the apparatus bay. They can be either cold or hot and cold.

Emergency eyewash stations will be added to select locations within the apparatus bays, decontamination room, and shop.

Sanitary:

The existing sanitary routing is unknown. The new design will make assumptions about the existing routing and will reuse existing mains as much as possible.

A new decontamination storage tank will be added for the drains from the decontamination space.

New area drains will be added to the apparatus bay. These drains will have integral oil and sand traps. Alternatively, a new oil/sand trap separator can be provided outdoors. A single tank would minimize maintenance requirements.

Fire Protection Systems:

The building is not currently sprinkled. This project will provide full coverage of the building. A fire protection service will be brought in from the water main and routed adjacent to the existing domestic water service.

The final sprinkler head layout and design will be by a fire protection contractor.

In addition to the sprinkler riser, tank fill hose connections will be provided in both apparatus bays. These fill lines will not connect directly to the fire protection system. Basis will coordinate with the utility/city to determine if these fill lines can be metered separately or provided without a meter.

Electrical Systems:

We anticipate replacing the entire electrical system as part of this renovation. A new pad-mounted utility transformer will be located in the southwest corner of the property in a location away from heavy traffic. The new electrical service will be 120/208V - 3 phase - 4 wire. The service will likely consist of a single 1000A panel board with 1000A main breaker. This will serve a series of branch panels located throughout the building.

A diesel-powered generator will be located on site with a 24-hour storage tank. This generator will power select loads including IT and emergency radio related loads; loads associated with apparatus and other equipment; all lighting and shelter loads; minimal HVAC loads. The intent would be to keep basic services operating normally, but not to power the entire premises.

Retractable cord drops will be provided at each apparatus to be located in the bays.

Lighting:

All lighting will be replaced with LED fixtures and most areas will feature occupancy sensors and dimmers for efficiency. A general lighting level will be maintained while selected areas designated for specific tasks could be targeted for higher light levels. Emergency lighting will be further studied to determine whether a separate transfer switch or small inverter or individual battery pack lighting is most cost effective.

Lighting in each sleeping room will be tied into the responder radio system to automatically turn on fixtures in the case of a call. This system will be closely coordinated with the radio vendor.

Upgraded track lighting will be provided at the truck display as well as façade lighting near the main entrance.

Fire Alarm Systems:

There will be a digital, addressable, fire alarm system included. This system will provide occupant notification to all areas of the building.

Opinion of Probable Cost:

The following costs are based on the narrative above and our opinion of costs based on previous projects. More precise estimates should be obtained from a contractor.

The cost is based on approximately 25,000 total SF.

Discipline	Cost per Sq. Ft.	Total Cost
Mechanical	44	1,100,000
Plumbing	15	450,000
Fire Protection	7	175,000
Electrical	15	375,000
Lighting	8	200,000
Fire Alarm	1.5	40,000
Total MEP	99.5	2,340,000



CITY OF ARKANSAS CITY
FIRE-EMS DEPARTMENT

ACFD



1 FLOOR PLAN - FIRST LEVEL
 A2.1 NOT TO SCALE

PROGRESS PRINT
 NOT FOR CONSTRUCTION
 DATE: 6/17/2024
 9:58:08 AM

AGORA ARCHITECTURE
 800 Main Street #308, Winfield, KS • 620.221.3770

**CITY OF ARKANSAS CITY
 FIRE STATION REMODEL**
 115 S D ST
 ARKANSAS CITY, KS 67005

Revisions
 Date: 06.13.2024
 Project Number: 23105
 Sheet Number: A2.1



City Commission Agenda Item

Meeting Date: October 1, 2024
From: Mike Bellis, Neighborhood Services Director
Item: Ordinance to Downsize Building Trades Board

Purpose: An Ordinance modifying Municipal Code Part II, Chapter 14, concerning the composition of the Building Trades Board and amending Municipal code to so reflect. **(Roll Call Vote)**

Background:

The current nine-member composition of The Building Trades Board has proven problematic recently with persistent vacancies partially with at-large members. The board and city staff seek to reduce the number of at-large members from three to one, thus lowering the overall membership from nine to seven voting members, to aid the board in meeting a quorum.

Commission Options:

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

Fiscal Impact:

Amount: Publication Cost

Fund: Department: Expense Code:

Included in budget Grant Bonds Other Not Budgeted

Approved for Agenda by:

Randy Frazer, City Manager

(First Published in the *Cowley CourierTraveler*, October ____ , 2024)

ORDINANCE NO. 2024-10-_____

AN ORDINANCE MODIFYING MUNICIPAL CODE PART II, CHAPTER 14, CONCERNING THE COMPOSITION OF THE BUILDING TRADES BOARD AND AMENDING MUNICIPAL CODE TO SO REFLECT.

WHEREAS, the nine-member composition of The Building Trades Board has proven problematic recently with persistent vacancies partially with at-large members; and

WHEREAS, the board and city staff seek to reduce the number of at-large members from three to one, thus lowering the overall membership from nine to seven voting members to aid the board in meeting a quorum, and to further amend Municipal Code to reflect; and

WHEREAS, the Governing Body of the City of Arkansas City, Kansas, desires to amend Arkansas City Municipal Code to accomplish all of these aforestated goals.

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

SECTION ONE: AMENDMENT TO MUNICIPAL CODE SECTION 14-195.

The Governing Body of the City of Arkansas City, Kansas, hereby amends Section 14-195 of the Arkansas City Municipal Code to read as follows (deleted provisions struck through; new provisions in italics):

Sec. 14-195. - Licensing.

(a) ~~Generally.~~ *Generally.* All contractors described in Sections 14-196 and 14-197 shall obtain a license and may require certification or examination prior to working in the city.

- (1) An application shall be made in writing to the code enforcement officer, on the form on file with that office, with the required fee as set by the board of city commissioners.
- (2) A separate contractor's license is required for contractors engaged in more than one building trade. However, the bonding and insurance requirements are met for all building trades under one contractor's license.
- (3) All licenses shall ~~be issued for a period of two years and shall expire on December 31 of even-numbered years.~~

~~(4) —Renewal.~~ (b) *Renewal.* Renewal fees are due and payable by the date of expiration of the license. Failure to renew the license by the date of expiration shall require the applicant to apply for a new license. Persons not renewing by January 31 of each odd-numbered year shall have their certificate canceled and shall be regarded as new applicants for certification and/or examination.

~~(b) Bond requirements.~~ (c) *Bond Requirements.* Every electrical, plumbing, mechanical, private sewage disposal, general, building, residential, and limited contractor shall furnish to the city a good and sufficient surety bond in the sum of \$4,000.00, conditioned that the principal and his or her employees, agents, and servants will comply with all of the ordinances of the city, and will hold the city harmless and free from all loss or damage to persons or property resulting out of negligence or failure of such persons to use due care in performing any work for which such

license is required. Such bond shall be kept in full force and effect at all times the contractor performs work in the city.

~~(c) Insurance requirements.~~ (d) Insurance Requirements. Contractors must purchase and maintain such insurance as will protect them from claims under workers compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or death of any person other than employees, including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of property, including loss of use resulting therefrom, any or all of which may arise out of or result from contractor's operations, whether such operations be by the contractor or by any subcontractor, or anyone directly or indirectly employed by any of them, or for whose acts any of them be legally liable. The insurance shall be written for not less than:

(1) All electrical, plumbing, mechanical and private sewage disposal contractors shall be required to carry insurance policies with minimum limitations of coverage as follow:

- a. \$300,000.00 — Personal injury*
- b. \$600,000.00 — Aggregate coverage*

(2) All general and building contractors shall be required to carry insurance policies with minimum limitations of coverage as follow:

- a. \$1,000,000.00 — Personal injury*
- b. \$2,000,000.00 — Aggregate coverage*

(3) All residential contractors shall be required to carry insurance policies with minimum limitations of coverage as follow:

- a. \$500,000.00 — Personal injury*
- b. \$1,000,000.00 — Aggregate coverage*

(4) All limited contractors shall be required to carry insurance policies with minimum limitations of coverage as follow:

- a. \$300,000.00 — Personal injury*
- b. \$600,000.00 — Aggregate coverage*

*or any equivalent thereto.

(5) All contractors must provide workers compensation (as required by law) and shall include contractual liability insurance. The contractor will file with the city certificates of such insurance, on a form acceptable to the city. These certificates shall contain a provision that the coverage afforded under the policies shall not be canceled or materially changed until at least 15 days' prior written notice has been provided to the city.

~~(d) Continuing education.~~ *(e) Continuing Education.* All mechanical, electrical and plumbing contractors must obtain not less than 12 hours biennially or six hours annually of continuing education, as required by K.S.A. 12-1526(a), in order to maintain a city-issued license. Proof of obtaining such education must be timely provided to the city.

~~(3) Revocation.~~ *(f) Revocation.* The building trades board, upon information received or upon request of the code enforcement officer, shall have the power and is directed to suspend for a definite time or to revoke at its discretion any certificate granted pursuant to this article, if after notice and opportunity to be heard, the person holding such certificate is found guilty by the board of violating the terms and conditions of this article or this code, provided such aggrieved person may have ten days before having such certificate revoked to appeal to the board of city commissioners for a review of the facts, conditions and circumstances prompting the building trades board to revoke such license.

SECTION TWO: AMENDMENT TO MUNICIPAL CODE SECTION 14-196.

The Governing Body of the City of Arkansas City, Kansas, hereby amends Section 14-196 of the Arkansas City Municipal Code to read as follows (deleted provisions struck through; new provisions in italics):

Sec. 14-196. - Contractors subject to licensure.

- (a) Prior to performing any work within this city, any contractor described below shall be licensed by the city after:
 - (1) establishing the contractor is qualified through one of the following means:
 - a. providing proof of passing by at least 75 percent the test designated by K.S.A. 12-1501 et seq., or the applicable examination issued by the International Code Council;
 - b. demonstrating to the building official’s satisfaction that said contractor is qualified to perform the work, as specified below, by providing an equivalent license issued by another state or municipality; or
 - c. demonstrating to the building official’s satisfaction that said contractor is qualified to perform the work, as specified below, including by providing proof of obtaining a bachelor’s degree in engineering, architecture, construction management or construction science from an accredited university (which will qualify the contractor to obtain only one permit per license per calendar year);
 - (2) providing the bond required by this article;
 - (3) providing public liability and property damage insurance certificates required by this article; and
 - (4) paying the applicable fee set by the board of city commissioners.
- (b) The following contractors shall be licensed under this section prior to performing any of the work described below:

- (1) ~~Electrical contractor~~ Electrical contractor means any person, firm, or corporation that employs or oversees others who install, repair, construct, alter, add to, remove, restore, replace, remodel and/or maintain (hereafter collectively “alter(s)”) electrical wiring; and/or advertises or represents to others as having the capacity and/or ability to undertake or submit a bid or offer to alter electrical wiring. An electrical contractor must either be a master electrician or employ a master electrician.
- a. ~~Master electrician~~ Master electrician means any person who lays out, plans, and/or alters electrical wiring, appliances, fixtures, motors or other apparatus requiring electrical current; or who supervises a journeyman electrician.
 - b. ~~Journeyman electrician~~ Journeyman electrician means any person who alters electrical wiring, or in any way works as an electrician, under the direction of a city-licensed master electrician.
- (2) ~~Plumbing contractor~~ Plumbing contractor means any person, firm, or corporation that (a) employs or oversees others who (i) alter plumbing pipes, fixtures and appurtenances thereof (collectively “plumbing”), (ii) make any connection with the mains or laterals of the city plumbing, sewer and/or water systems, (iii) have a state certification for backflow prevention, and/or (iv) perform any plumbing repairs or maintenance; and/or (b) advertises or represents to the public as having the capacity and/or ability to undertake or submit a bid or offer to alter plumbing. A plumbing contractor must either be a master plumber or employ a master plumber.
- a. ~~Master plumber~~ Master plumber means any person who lays out, plans, and/or alters any plumbing; makes any connection with the mains or laterals of the city plumbing, sewer and/or water systems; connects a lawn sprinkler system to the service line on commercial property; performs backflow prevention services if certified by the state; and/or supervises a journeyman plumber.
 - b. ~~Journeyman plumber~~ Journeyman plumber means any person who alters plumbing, makes any connection with the mains or laterals of the city plumbing, sewer and/or water systems; performs backflow prevention services, if certified by the state; and/or connects a lawn sprinkler system to the service line on commercial property, under the direction of a city-licensed master plumber.
- (3) ~~Mechanical contractor~~ Mechanical contractor means any person, firm, or corporation that employs or oversees others who alter mechanical systems or have a state certification for backflow prevention; and/or advertises or represents to others as having the capacity and/or ability to undertake or submit a bid or offer to alter mechanical systems. A mechanical contractor must either be a master mechanical specialist or employ a master mechanical specialist.
- a. ~~Master mechanical specialist~~ Master mechanical specialist means any person who lays out, plans, and/or alters any mechanical system; performs backflow prevention services, if certified by the state; and/or supervises a journeyman mechanical specialist.
 - b. ~~Journeyman mechanical specialist~~ Journeyman mechanical specialist means any person who alters mechanical systems and/or performs backflow prevention

services, if certified by the state, under the direction of a city-licensed master mechanical specialist.

- (4) ~~Private sewage disposal contractor~~ Private sewage disposal contractor means any person, firm, or corporation that lays out, plans and/or alters private sewage disposal systems.
- (5) ~~General contractor~~ General contractor means any person, firm, or corporation that alters any building or structure, or a portion thereof, for which a permit is required. A general contractor also may perform all work described in Sections 14-196(f-h), and Sections 14-197(b-d) and (f-g).
- (6) ~~Building contractor~~ Building contractor means any person, firm, or corporation that alters the following buildings or structures, for which a permit is required: commercial buildings, industrial buildings, and single- and multiple-family dwellings not to exceed three stories in height. A building contractor may repair or remodel an existing structure in excess of three stories in height. A building contractor also may perform all work described in Sections 14-196(g-h), and Sections 14-197(b-d) and (f-g), on structures described in this subsection.
- (7) ~~Residential contractor~~ Residential contractor means any person, firm, or corporation that, in exchange for any compensation, alters the following buildings or structures, for which a permit is required: one-, two- or three-family residential dwellings not exceeding three stories in height, including all structural alterations, and the construction of carports. A residential contractor also may perform all work described in Sections 14-196(h)(1)(2) and (4), and Sections 14-197(b-d) and (g), on structures described in this subsection.
- (8) ~~Limited contractor~~ Limited contractor means any person, firm or corporation that performs the following specific tasks:
- a. ~~Concrete contractor~~ Concrete contractor means any person, firm, or corporation that, in exchange for any compensation, constructs, pours, places, and/or finishes driveways, sidewalks and other similar flatwork using concrete or asphaltic materials; or constructs forms and/or framework for the casting and shaping of concrete and/or placing of reinforcing steel.
 - b. ~~Drywall and plastering contractor~~ Drywall and plastering contractor means any person, firm, or corporation that, in exchange for any compensation, coats surfaces with a mixture of sand or other aggregate, gypsum, plaster or Portland cement, quick lime and water, or other combinations of materials to create a permanent surface coating; installs wire mesh or necessary elements to hold the coating; and/or installs gypsum drywall products or finishes preparation of drywall systems.
 - c. ~~Masonry contractor~~ Masonry contractor means any person, firm, or corporation that constructs or repairs walls, footings, or other structures by the laying of bricks, blocks, or stone.
 - d. ~~Roofing contractor~~ Roofing contractor means any person, firm, or corporation that, in exchange for any compensation, installs, repairs or replaces roof-covering systems, including roof decking insulation, roof coating, the use of sheet metal and/or metal products incidental to roofing work, nonstructural decking, asphalt

and fiberglass shingles, tile roofing systems, slate and wood shingles, or any other roofing product. If required to be registered under state law, a roofing contractor shall provide to the city their state roofing registration number before receiving a roofing contractor's license.

SECTION THREE: AMENDMENT TO MUNICIPAL CODE SECTION 14-200.

The Governing Body of the City of Arkansas City, Kansas, hereby amends Section 14-200 of the Arkansas City Municipal Code to read as follows (deleted provisions struck through):

Sec. 14-200. - Building trades ~~advisory~~ board.

- (a) ~~Authority.~~ Authority. The board of building appeals, also referred to as the building trades ~~advisory~~ board, shall hear and decide appeals of orders, decisions or determinations made by the code enforcement officer relative to the application and interpretation of the city-adopted building codes and regulations, and the city's contractor license laws.
- (b) ~~Membership.~~ Membership. The board shall consist of ~~nine~~ *seven* voting members:
- (1) Two electricians (either two master electricians or one master electrician and one journeyman electrician);
 - (2) Two plumbers (either two master plumbers or one master plumber and one journeyman plumber);
 - (3) Two mechanical specialists (either two master mechanical specialists or one master mechanical specialist and one journeyman mechanical specialist); and
 - (4) ~~Three~~ *One* at-large members, consisting of general, building, residential or limited contractors and/or citizens or laymen familiar with the requirements of this code.
- (c) ~~Conflict of interest.~~ Conflict of interest. No two electricians, plumbers, mechanical specialists, or at-large members of the board may be employed by the same person, firm or corporation, or otherwise have any kind of professional partnership or financial interest with each other.
- (d) ~~Ex officio membership.~~ Ex officio membership. The building official and the fire chief or fire marshal of the city, or their designees, shall serve as ex officio members of the board without voting privileges. The code enforcement officer, or his or her designee, shall serve as secretary to the board.
- (e) ~~Appointment and terms.~~ Appointment and terms. Appointments of electricians, plumbers and mechanical specialists shall be for a period of two years. Appointments of at-large members shall be for a period of three years. Terms shall be staggered in such a way that the term of no more than one electrician, plumber, mechanical specialist or at-large member shall expire in any given year.
- (f) ~~Rules of procedure.~~ Rules of procedure. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant, with duplicate copies provided to the code enforcement officer and city manager.

- (g) ~~Meetings. Meetings. The board shall hold meetings at regularly scheduled intervals, but shall meet a minimum of four times a year. The board shall hold one regular meeting, annually on the third Thursday in September.~~
- (h) ~~Limitations of authority. Limitations of authority.~~ The board shall have no authority relative to interpretation of the administrative provisions of the code adopted by the city, nor shall the board be empowered to waive requirements of this code.

SECTION FOUR: The Governing Body of the City of Arkansas City, Kansas, 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 FIVE: PUBLICATION; EFFECTIVE DATE. This ordinance, or a summary thereof, shall be published one time in the official City newspaper, and shall take effect and be in force from and after said publication.

PASSED AND ORDAINED by the Governing Body of the City of Arkansas City, Kansas, on this 1st day of October, 2024.

(Seal)

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 2014-10-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on October 1, 2024, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



City Commission Agenda Item

Meeting Date: October 1st 2024
From: Nick Rizzio, Municipal Project Manager
Item: PEC Design Services CCLIP Project – W. Madison Bridge to 8th St.

Purpose: A Resolution authorizing the City of Arkansas City to enter into an agreement for engineer design services with Professional Engineering Consultants (PEC), for the CCLIP Surface Preservation Grant Project on West Madison Ave. (U.S. Hwy 166) from Ark River Bridge to 8th St., for an amount not to exceed 66,550.00. **(Voice Vote)**

Background:

The City of Arkansas City was recently awarded the Kansas Department of Transportation (KDOT) City Connecting Link Improvement Program (CCLIP) surface preservation (SP) grant consisting of mill and overlay, payment patching, and pavement marking on US-166 (W. Madison Ave) from Ark River Bridge to 8th St. in Arkansas City, Kansas. Professional Engineering Consultants, P.A. (PEC) have provided a Scope of Services to include: 1. Survey Services: a) Provide aerial mapping of the limits shown in Exhibit B. 2. Design Services: a) PEC shall provide engineering design services in conformance with Article III, paragraph 3 as shown in the letter from KDOT to the City of Arkansas City dated July 17, 2024. See Exhibit A. b) Provide project correspondence and consultation with CLIENT. c) Provide quality control review before submission of project deliverables. WORK ORDER NO. 24-04 Ark City - 2024 CCLIP US-166 Page 2 of 4 d) Attend and assist in facilitating a pre-design kickoff meeting with CLIENT to formalize the design criteria and PROJECT boundaries, lines of communication, and overall project procedures. e) Attend and assist in facilitating a design review meeting with the CLIENT to review the plans. f) Conduct field observation/site visit to determine limits of proposed pavement patching and resurfacing improvements. g) Prepare plans (and supplemental specifications if necessary) in accordance with the current design criteria of the CLIENT and KDOT. Below are the anticipated items to be provided in the plans: i. Surfacing/paving plans identify the limits of the proposed pavement, along with a typical section. ii. Pavement marking plans and details. iii. Summary of quantities plans. iv. Traffic control plans and details, including construction sequencing plans, as needed. h) Propose a construction sequence for orderly construction of the PROJECT, if determined necessary during design.

Commission Options:

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

Fiscal Impact:

Amount: \$66,550.00

Fund: **68–Capital Improvement** Department: **542–Street Department** Expense Code: **6212–Payments to Contractors**

Included in budget Grant Bonds Other Not Budgeted

Approved for Agenda by:



Randy Frazer, City Manager

RESOLUTION NO. 2024-10-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO AN AGREEMENT FOR ENGINEER DESIGN SERVICES WITH PROFESSIONAL ENGINEERING CONSULANTS (PEC), FOR THE CCLIP SURFACE PRESERVATION GRANT PROJECT ON W. MADISON AVENUE (U.S. HWY 166) FROM ARK RIVER BRIDGE TO 8TH ST, FOR AN AMOUNT NOT TO EXCEED \$66,550.00.

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

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to enter into an agreement for engineering design services with Professional Engineering Consultants (PEC) for the City Connecting Link Improvement Program (CCLIP) Surface Preservation Grant Project on W. Madison Avenue (U.S. HWY 166) from 8th St., for an amount not to exceed \$66,550.00.

SECTION TWO: The Governing Body of the City of Arkansas City hereby authorizes the Mayor and/or City Staff 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 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 this 1st day of October 2024.

(Seal)

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM.

Larry R. Schwartz, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2024-10-_____ of the City of Arkansas City, Kansas adopted by the governing body on October 1, 2024 as the same appears of record in my office.

DATED: _____

Tiffany Parsons, Clerk

WORK ORDER NO. 24-04

This Work Order No. 24-03 is made as of this 25th day of September, 2024, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated May 22, 2023 (the “Master Services Agreement” between The City of Arkansas City (Client) and Professional Engineering Consultants, P.A. (PEC). Except to the extend modified herein, all terms and conditions of the Master Services Agreement shall continue with full force and effect.

A. Project Description:

1. The Project shall consist of mill and overlay, payment patching, and pavement marking on US-166 (W. Madison Ave) from Ark River Bridge to 8th St. in Arkansas City, Kansas.

B. Anticipated Project Schedule:

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project within 14 days after receiving CLIENT's notice to proceed.
3. PEC shall complete the scope of services within a mutually agreed upon schedule.
4. 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 prepared by an Engineer licensed in the State of Kansas where applicable:
 - a) Preliminary Plans and supporting documents to the Kansas Department of Transportation (KDOT) and the CLIENT and associated engineer's opinion of probable cost in PDF format.
 - b) Final Letting Plans and supporting documents to the KDOT and the CLIENT and associated engineer's opinion of probable cost in PDF format.

D. Scope of Services.

1. Survey Services:
 - a) Provide aerial mapping of the limits shown in Exhibit B.
2. Design Services:
 - a) PEC shall provide engineering design services in conformance with Article III, paragraph 3 as shown in the letter from KDOT to City of Arkansas City dated July 17, 2024. See Exhibit A.
 - b) Provide project correspondence and consultation with CLIENT.
 - c) Provide quality control review prior to submission of project deliverables.

- d) Attend and assist in facilitating a pre-design kickoff meeting with CLIENT to formalize the design criteria and PROJECT boundaries, lines of communication and overall project procedures.
 - e) Attend and assist in facilitating a design review meeting with the CLIENT to review the plans.
 - f) Conduct field observation/site visit to determine limits of proposed pavement patching and resurfacing improvements.
 - g) Prepare plans (and supplemental specifications if necessary) in accordance with the current design criteria of the CLIENT and KDOT. Below are the anticipated items to be provided in the plans:
 - i. Surfacing/paving plans identifying the limits of the proposed pavement, along with a typical section.
 - ii. Pavement marking plans and details.
 - iii. Summary of quantities plans.
 - iv. Traffic control plans and details, including construction sequencing plans, as needed.
 - h) Propose a construction sequence for orderly construction of the PROJECT, if determined necessary during design.
3. Bidding Services:
- a) Advertise PROJECT and distribute bid documents to prospective bidders.
 - b) Respond to bidder's requests for information during the bidding process.
 - c) Attend bid opening and prepare bid tabulation.
 - d) Provide bid tabulation and notice of award to CLIENT.

4. Construction Administration Services:

During the construction phase PEC shall provide construction administration services for the PROJECT, when requested by the CLIENT. The scope of services will be as follows:

- a) Issue contract documents and review bonds and insurance submitted by the PROJECT awarded contractor.
- b) Consult with the inspector regarding interpretations or clarifications of the plans and specifications.
- c) Provide decisions in accordance with the contract documents on questions regarding the PROJECT.
- d) Review materials test reports as submitted by the City Inspector.
- e) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
- f) Conduct one (1) final on-site PROJECT review.
- g) Issue Certificate of Substantial Completion when each separate part of the PROJECT has been completed.
- h) Issue Notice of Acceptability when the PROJECT is recommended for final payment by the ENGINEER.

E. Additional Responsibilities of CLIENT:

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Drawings, studies, reports, and other information available pertaining to the existing site.
2. Provide prompt review of the PROJECT deliverables. Comments shall be returned within 7 calendar days.
3. Data, drawings, studies, reports, and other information needed for the application.
4. Submission of the grant.

F. Additional Services:

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Field Survey Services.
2. Geotechnical investigations.
3. Additional services associated with an expansion of the PROJECT or increase in PROJECT size and construction cost.
4. Meetings with local, State, or Federal agencies beyond those specifically identified in the above scope of services.
5. Prepare legal descriptions for easement and right-of-way tracts determined necessary to acquire by the CLIENT in order to construct the PROJECT.
6. Analysis of existing utility systems.
7. Plan revisions, as necessary, to reduce the cost of construction after issue of CD's. (Typically referred to "Value Engineering" or "VE".)
8. Design of retaining walls.
9. Alternate designs not specifically listed in the Scope of Services.
10. Production of record drawings, as-builts, or release of electronic files.
11. Construction Phase Services including additional site visits other than what is listed in the scope of services, construction staking, materials testing, and construction observation related to the project.
12. Utility Relocation/Extension Design: Includes any public utility design not included within the scope of services above.

G. Exclusions

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Additional services not included in the above scope of services.
2. Franchise Utility Design.
3. Railroad/Railway Design.
4. Environmental site assessments.
5. Appraisal and acquisition of easements and right-of-way.
6. Permit and review fees.
7. Code mandated special structural inspections. The CLIENT shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed, if required.

H. PEC's Fees:

1. PEC will invoice CLIENT one time per month for services rendered incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of **\$66,550.00**, summarized as follows:

Services	Fees
Field Survey Services	\$ 4,000.00
Civil Engineering Design Services	\$ 40,050.00
Bidding	\$ 7,500.00
Construction Administration Services	\$ 15,000.00
TOTAL	\$ 66,550.00

3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

CITY OF ARKANSAS CITY, KS

**PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.**

By: _____

By: _____

Printed Name: _____

Printed Name: Benjamin M. Mabry, PE

Title: _____

Title: VP Municipal Transportation

Date: _____

Date: _____

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Calvin E. Reed, P.E., Secretary
Tod L. Salfrank, Chief



Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.gov
Laura Kelly, Governor

July 17, 2024

Mr. Randy Frazer
City Administrator
118 W. Central Ave.
Arkansas City, KS 67005

Dear Mr. Frazer:

Congratulations! Your application for a Surface Preservation project has been selected for funding as part of the Kansas Department of Transportation (KDOT) State Fiscal Year (SFY) 2026 City Connecting Link Improvement Program. KDOT has allocated \$400,000 for Construction & Construction Engineering for this project:

Mill and overlay, pavement patching, and pavement marking on US-166 (W. Madison Ave) from Ark River bridge to 8th St.

The city will be required to contribute a minimum of 10% plus anything over the amount shown above and will also be responsible for all Preliminary Engineering, Right-of-Way, and Utility costs.

Due to the current bidding environment, all CCLIP application estimates were thoroughly reviewed and adjusted for inflation. The CCLIP funding awards were modified accordingly, for the applied project limits and scope. These should not be modified during project development without KDOT concurrence.

For KDOT to program your project, KDOT must receive a completed 1302 form from you before August 30, 2024. Please complete the enclosed form and return it as soon as possible to KDOT.LPePlans@ks.gov.

Once KDOT receives your completed 1302 form, KDOT will program the project and send a project schedule as a reference in developing the project in accordance with KDOT's procedures. Project development details may be found in the LPA Project Development Manual at [KDOT: Local Projects](#).

To keep the project on schedule, this letter serves as the commitment from KDOT to fund this project at the amount written above. An agreement between KDOT and the City will be forthcoming that outlines all terms and conditions of KDOT's funding. However, to allow for you to begin preliminary engineering, the following clauses will be included in the agreement between the City and KDOT and shall be included in your contract with a consultant to provide preliminary engineering services:

Conformity with State and Federal Requirements. The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project

Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and

Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

Consultant Contract Language. The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity the paragraph entitled Conformity with State and Federal Requirements. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule’s due dates as issued by KDOT, exclusive of delays beyond the Consultant’s control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) **Third Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the city and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the City and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

If you have any questions, please do not hesitate to contact us. Questions may be directed to Dawn Hueske at (785) 207-1420 or Dawn.Hueske@ks.gov.

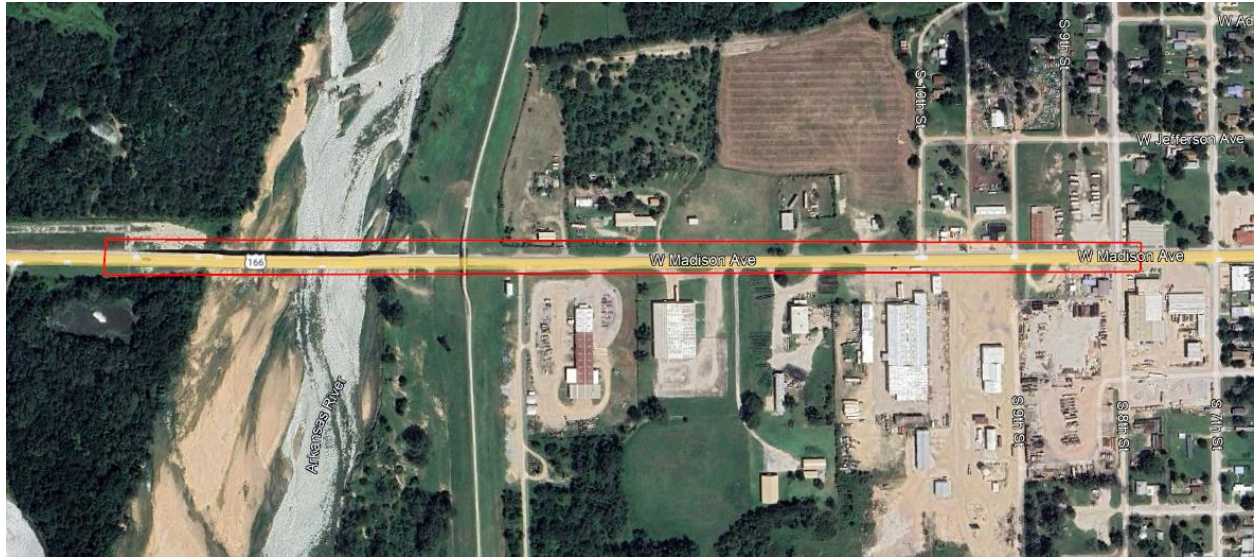
Sincerely,



Tod L. Salfrank, Chief
Bureau of Local Projects

Cc: Nick Squires, KDOT District Engineer
AJ Wilson, KDOT Area Engineer
Matt Graham, KDOT Project Manager

EXHIBIT B





City Commission Agenda Item

Meeting Date: October 1, 2024
From: Rod Philo, Environmental Services
Item: East Pressure Zone Improvements Engineering Services – PEC

Purpose: A Resolution authorizing an agreement with Professional Engineering Consultants (PEC), to provide survey, design, engineering and construction administration services, and assist with SRF Loan procurement for the East Pressure Zone High Service Pump Station Rehabilitation Project, for an amount not to exceed \$357,000.00. **(Voice Vote)**

Background:

Arkansas City’s water customers east of the Walnut River have been served since 1988 by pumps and a hydro-pneumatic tank. These customers experience a drop in water pressure when this pump station is inoperable. Fire protection is low and main line flushing is hindered. The 20-Year Water Plan includes improvements to the East Pressure Zone consisting of pump station rehabilitation, redundant water lines and construction of a water storage tower.

Staff would like to utilize professional services provided by Professional Engineering Consultants (PEC) to provide Field Survey, Geotechnical Engineering, Civil Design, Electrical Design, Structural Design, Construction Administration and also assist with SRF Loan procurement.

Commission Options:

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

Fiscal Impact:

Amount: \$357,000.00

Fund: **16-Water** Department: **653-Water Distribution** Expense Code: **7402-Capital Outlay**

Included in budget Grant Bonds Other Not Budgeted

Attachments: PEC Work Order No. 2

Approved for Agenda by:

Randy Frazer, City Manager

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PROFESSIONAL ENGINEERING CONSULTANTS (PEC), TO PROVIDE SURVEY, DESIGN, ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES, AND ASSIST WITH SRF LOAN PROCUREMENT FOR THE EAST PRESSURE ZONE HIGH SERVICE PUMP STATION REHABILITATION PROJECT, FOR AN AMOUNT NOT TO EXCEED, \$357,000.00.

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

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to enter into an agreement with Professional Engineering Consultants (PEC), to provide survey, design, engineering and construction administration services, and assist with SRF Loan procurement for the East Pressure Zone High Service Pump Station Rehabilitation Project, for an amount not to exceed \$357,000.00.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 1st day of October, 2024.

(Seal)

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM.

Larry Schwartz, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy Resolution No. 2024-10-_____ of the City of Arkansas City, Kansas adopted by the governing body on October 1, 2024 as the same appears of record in my office.

DATED: _____

Tiffany Parsons, City Clerk

WORK ORDER NO. 2

This Work Order No. 2 is made as of this September day of 19th, 2024, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated May 22nd, 2023 (the “Master Services Agreement” between The City of Arkansas City (Client) and Professional Engineering Consultants, P.A. (PEC). Except to the extend modified herein, all terms and conditions of the Master Services Agreement shall continue with full force and effect.

A. Project Description

1. The Project shall consist of the East Pressure Zone Improvements as recommended in the Water Master Plan. This includes a new 0.15 MG elevated storage tower, a 12” waterline along Highway 77 and Madison Avenue, and new pumps with VFDs in the Chestnut Pump Station. The existing Chestnut groundwater storage tank will be rehabilitated and the existing hydropneumatic tank will be removed. In addition, a new 12 Inch waterline will be installed along Chestnut from the BPS to the proposed water tower. Reference the conceptual drawing included as Exhibit B.
2. The Project delivery method is design-bid-build.

B. Anticipated Project Schedule

1. PEC shall commence its services on the Project within 10 days after receiving CLIENT’s notice to proceed.
2. PEC and CLIENT anticipate that the design duration to complete construction documents will be approximately 24 weeks after receiving Notice to Proceed.
3. 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 Plans and Specifications
 - b) Final Plans and 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.
 - c) Recover sufficient monumentation as required to enable drafting of boundary information.
 - d) Collect topographic survey data, including surface locations sufficient to provide 1’ contours for survey limits covering the scope of work.
 - e) Recover sufficient monumentation as required to enable drafting of road right-of-way.
 - f) Locate all above and below grade utility improvements. PEC will not be responsible for searching for utilities beyond utilizing the One Call System.

- g) Compare record information received from utility providers to actual utilities flagged in the field. Notify locating service of any discrepancies and make a reasonable effort to resolve in the field. Utilities identified in record information that cannot be resolved in the field will be drafted in the general alignment show in the record information and will be specifically identified as “RECORD” on the deliverable drawing. PEC is not responsible for the accuracy of utility information not physically identified on-site.
- h) Locate all points of egress for any structures within the survey limits, including a Finished Floor Elevation (FFE) at each doorway.
- i) Locate all sanitary and storm sewer structures, such as area inlets, curb inlets, junction boxes, manholes, etc., the top of structure information will be collected as well as all flowlines in and out, and pipe size/material.
- j) Locate all buildings and substantial features, including parking stripes, sidewalks, paving limits/type, playground areas/equipment, landscape areas, etc.
- k) Tree limits, groups of trees and specimen trees will be identified and shown in the drawing.
- l) Survey limits that extend into the adjacent street right of way shall include all improvements/utilities within the half width of right of way.
- m) The coordinate base will be Kansas Regional Coordinate System Zone-18 Arkansas City and the elevations will be referenced to the NAVD 88 datum.

2. Geotechnical Engineering Services:

- a) PEC will use an appropriate One-Call utility locate system prior to arriving onsite.
- b) (1) subsurface borings to depths 40 feet below existing grade
- c) SPT sampling at the following intervals:
 - i. 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:
 - i. Moisture Content
 - ii. Density
 - iii. Atterberg Limits
 - iv. Percent Passing #200 sieve
 - v. Swell/Consolidation
 - vi. Unconfined compressive strength
- g) Geotechnical report, including boring logs, soil descriptions and classifications, groundwater elevations at the time of drilling, and laboratory test results.
- h) Geotechnical recommendations, including deep and shallow foundation design parameters, earthwork, 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) Conduct one pre-design site visit to assess existing conditions.
- b) Participate in a kickoff meeting to discuss project improvements.

- c) Attend up to *two* progress design meetings with CLIENT.
 - d) Provide bidding assistance including response to Contractor's questions and preparation of items for inclusion in Addenda.
 - e) Provide Engineer's opinion of probable construction cost.
4. Civil Design Services:
- a) Produce alternative design concept plans for review with City Staff.
 - b) Review Elevated Water Storage Tank volume selection with CLIENT.
 - c) Coordinate with OWNER's staff to confirm the desired location of the proposed 150,000-gallon elevated water storage tank.
 - d) Coordinate review of selected site with FFA requirements.
 - e) Review available drawings and equipment information for the existing pump station.
 - f) Review inspection report recommendations, coating requirements, water distribution system and storage tank operations. Review water distribution system operating pressures maintained by the booster pump station and storage tank to provide recommendations for operations during the project with water tower out of service.
 - g) Prepare surface preparation requirements, coating system requirements, timeline for construction activities, and construction sequencing for taking the water tower out of service.
 - h) Coordinate with City Staff on exterior lettering and logo options and include in bid package as separate or alternate costing items.
 - i) Provide a complete set of construction drawings and details, including Cover Sheet, key map, plan/profiles, coordinate geometry data, erosion control plans, and associated details.
 - j) Provide project specifications including front-end bidding/contract documents and technical specifications. City Standard Specifications will be utilized where applicable.
 - k) Summarize project quantities and estimate probable construction costs.
 - l) Identify all utilities within the project limits and coordinate resolution of potential conflicts with each company.
 - m) Develop a Storm Water Pollution Prevention Plan (SWPPP) and supporting documentation for the preparation of a Notice of Intent (NOI) permit application for submission by the City to the Kansas Department of Health and Environment (KDHE), if required.
 - n) Submit drawings and specifications to the Kansas Department of Health and Environment (KDHE), with Waterline System permit applications as applicable, for approval.
 - o) Prepare legal descriptions and exhibits for necessary property acquisition associated with the proposed water tower.
5. Electrical Engineering Design:
- a) Design electrical power, lighting, and SCADA for proposed water tower.
 - b) Coordinate with utility to provide new electrical service.
 - c) Prepare electrical power & lighting plans, one-lines, SCADA architecture and electrical details and specifications.
6. Structural Design:
- a) Provide design criteria and performance specifications for the water tower designed by a specialty structural engineer (SSE).

7. KDHE Public Water Supply Loan Fund Process:
- a) Assist the CLIENT in completing the KPWSLF Project Submittal Form.
 - b) Prepare a concept project cost estimate to be utilized with the KPWSLF Project Submittal Form.
 - c) Complete the KDHE SRF Contract Provisions for Consultant Contracts (attached).
 - d) Prepare an information request and review outstanding items with the CLIENT.
 - e) Provide information to the CLIENT as required to complete the application process.
 - f) Prepare environmental review letters and submit to the required regulatory agencies. Track responses and inform the CLIENT of any comments that may impact the project.
 - g) Prepare the required farmland conversation documentation.
 - h) Submit the loan application to KDHE and coordinate between KDHE and the CLIENT on any comments or questions.
 - i) Prepare a Preliminary Engineering Report sealed by a licensed engineer registered in Kansas. Report shall include all criteria required by KDHE, including description of existing conditions, problem description, discussion and evaluation of alternative solutions, review of potential environmental impacts of the alternatives, selection of and justification of the selected alternative, and probable cost of the improvements.
 - j) Assist the CLIENT in identifying and gathering property documentation (plats, easements, etc.) to verify the CLIENT has legal access to complete all project improvements.
 - k) Incorporate the KDHE SRF Provisions in Construction Contract Documents into the project documents.
 - l) Submit all project documents to KDHE for review of approval prior to project advertisement.
 - m) Provide letter for recommendation of project award.
 - n) Complete the Preliminary Plan of Operation.
 - o) Complete the Final Plan of Operation.
 - p) Submit disbursement requests to KDHE.
 - q) Verify Contractor payrolls meet Davis Bacon wage rates.
8. Civil Engineering Construction Administration Services including:
- a) Review shop drawings for systems and elements designed by PEC. Review period will be 14 calendar days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
 - b) Review Contractor's shop drawings and material test certifications for compliance with plans and specifications.
 - c) 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.
 - d) Consult with the Resident Inspector regarding interpretations or clarifications of the plans and specifications.
 - e) Provide decisions in accordance with the Contract Documents on questions regarding this work.
 - f) Prepare Change Orders covering modifications or revisions necessitated by field conditions.

- g) Visit the PROJECT site if needed to determine Contractor's progress and general character of the work.
 - h) Meet with the CLIENT as requested during construction to review progress on each part of the PROJECT.
 - i) Perform one final construction observation site visit following substantial completion and develop written punch list of remaining items required for final acceptance.
9. Specialized Construction Observation Services (PEC will help facilitate Construction Observation services through KLM Engineering.):
- a) Provide specialized construction observation of the storage tanks repairs, preparation, and coating systems.
 - b) Preconstruction meeting with the client and contractor to clearly define the role of the Engineer and Specialized Inspector, to discuss the intent of the specifications, and to ensure all parties agree to the scope of work and expectations regarding the quality of work.
 - c) Monitor and approval of the storage tank structural repairs and modifications to conformance to the specifications.
 - d) Inspection of the abrasive blasting media and equipment for conformance to the specifications and to prevent contamination of surfaces during surface preparation with moisture and oil or other contaminants.
 - e) Monitor the paint removal and disposal process for conformance to the specifications and environmental regulations.
 - f) Monitor the contractors mixing and application of the coatings for conformance to the specifications and the coating manufacturer's recommendations.
 - g) Approve surface preparation samples.
 - h) Record the contractor's progress for adherence to the construction schedule.
 - i) Submit daily and weekly inspection reports. Prepare and file copies of the reports on construction activities.
 - j) Coordinate and review testing of materials for conformance to the specifications and environmental regulations.
 - k) Monitor punch list items and subsequent corrective action by the contractor.
 - l) Final inspection, substantial completion, and project acceptance.

E. Additional Responsibilities of CLIENT

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Drawings, studies, reports, and other information available pertaining to the existing site.
- 2. Perform in-field wage rate interviews with the Contractor.

F. Additional Services

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

- 1. Production of record drawings, as-builts, or release of electronic files.
- 2. Meetings in excess of the number above will be performed on an hourly basis.
- 3. Analysis of existing utility systems.

4. Plan revisions, as necessary, to reduce the cost of construction after issue of Construction Documents. (Typically referred to “Value Engineering” or “VE”.)
5. Landscape Design.
6. Platting and/or Zoning change processes.
7. Construction Testing and Inspection, Construction Staking.
8. Alternate designs not specifically listed in the Scope of Services.
9. Maps and legal descriptions for property acquisitions not associated with the proposed water tower site.
10. Perform in-field wage rate interviews with the Contractor.

G. Exclusions

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Permitting/Application/Review Fees
2. Filing Fees
3. Franchise Utility Design.

H. PEC’s Fees & Reimbursable Expenses

1. PEC will invoice CLIENT one time per month for services rendered incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
- 2a. PEC’s Fee for its Scope of Design Services will be on a lump sum basis in the amount of \$357,000. An estimated breakdown of the total aggregate fee is outlined below.
- 2b. PEC’s fees for its Specialized Construction Observation Scope of Service will be on a standard hourly basis, at the rates established on the attached Rate Schedule, plus reimbursable expenses not to exceed \$116,000.

Discipline	Design (Lump Sum)	CA (Lump Sum)	Subtotal
Survey	\$ 54,400.00	\$ 0	\$ 54,400.00
Geotech	\$ 4,500.00	\$ 0	\$ 4,500.00
New Tower	\$ 60,500.00	\$17,000.00	\$ 77,500.00
Pump Station Improvements	\$ 23,750.00	\$ 3,500.00	\$ 27,250.00
Chestnut Waterline	\$ 82,750.00	\$ 5,500.00	\$ 88,250.00
Madison Waterline	\$ 57,100.00	\$ 4,500.00	\$ 61,600.00
Chestnut Tank Rehab	\$ 7,500.00	\$ 2,000.00	\$ 9,500.00
Loan Process	\$ 25,000.00	\$ 9,000.00	\$ 34,000.00
Construction Observation – Standard Hourly	\$ 0	\$ 0	\$116,000.00
Totals (Not to Exceed)	\$315,500.00	\$41,500.00	\$473,000.00

3. Reimbursable Expenses shall include digital scanning and printing by outside firms, deliveries made by outside services, vehicle mileage or vehicle rental and fuel, vehicle parking and tolls, travel fares (air/land/water), lodging, meals, and review/application/filing/permit fees.
4. Taxes are not included in PEC’s Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

CLIENT

By: _____

Printed Name: _____

Title: _____

Date: _____

CONSULTANT

By: _____

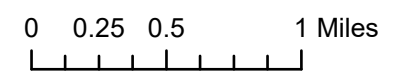
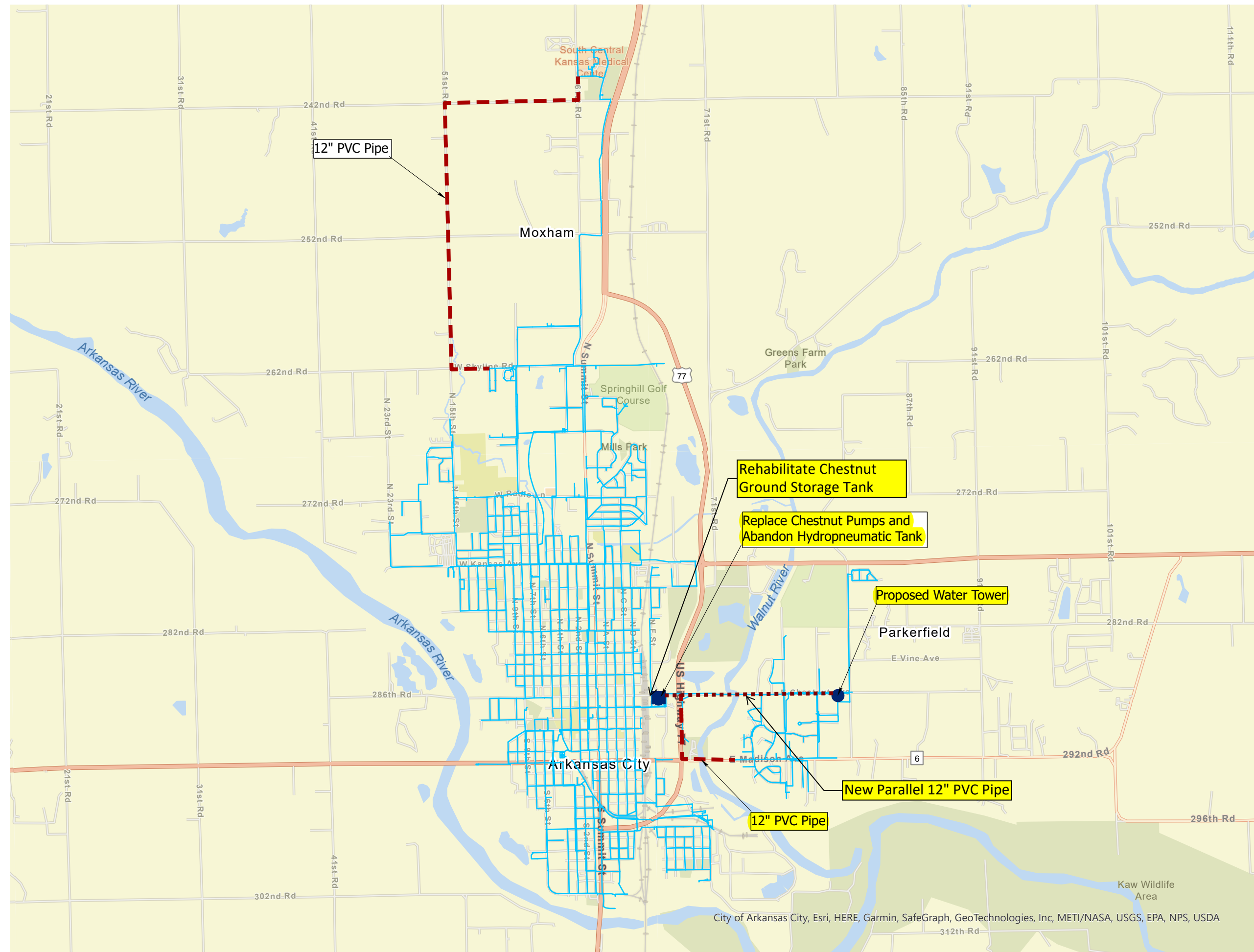
Printed Name: _____

Title: _____

Date: _____

Legend

- Proposed EPZ Water Tower
- Chestnut Pump Station
- - - Proposed Improvements
- Existing Waterline



CITY OF ARKANSAS CITY
Figure 12 -
Proposed Pipe Looping & EPZ Impr.
 Arkansas City Water Master Plan

		June 2022
		Sht. 1 66

KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS

STATE OF KANSAS
ACT AGAINST DISCRIMINATION
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.
East Pressure Zone Improvements
MUNICIPALITY City of Arkansas City

CONTRACTOR'S
SIGNATURE 

TITLE Principal

SRF PROJECT NO. 3343

DATE 09/20/2024



3343
KDHE PROJECT #

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Sarah C. Unruh, Principal
Typed Name & Title of Authorized Representative

 09/20/2024
Signature and Date of Authorized Representative

Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Contract Provisions for the Kansas Act Against Discrimination

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase “equal opportunity employer” or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

Contract Provisions for Restrictions on Lobbying

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

Contract Provisions for the Trafficking Victims Protection Act of 2000

The Contractor, its employees, sub-contractors, and sub-contractors employees under any SRF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

Contract Provisions for Suspension and Debarment

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions.” The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contract Provisions for Non Discrimination

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

Contract Provisions for Non Segregated Facilities

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term “facilities,” as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.