



City Commission Meeting

January 21, 2025 at 5:30 PM

118 W Central Ave, Arkansas City, KS

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<https://www.youtube.com/@cityofarkansascitykansas895>



I. Routine Business

1. Roll Call
2. Opening Prayer and Pledge of Allegiance
3. Additions or Deletions (**Voice Vote**)
4. Approval of the Agenda (**Voice Vote**)

II. 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 January 7, 2025, regular meeting minutes as written.
2. Ratify Mayor Chad Beeson's appointment of Foss Farrar to the **VISIT Ark City Board of Trustees**, and Travis Pearman to the **Planning Commission/Board of Zoning Appeals Committee**.
3. Ratify Mayor Chad Beeson's re-appointment of:
 - Lloyd Colston and Katie Boyle to the **Arkansas City Public Library Board**
 - Tammy Lanman-Henderson to the **Equal Opportunity & Accessibility Advisory Board**
 - Robin Henderson to the **Northwest Community Center Advisory Board**
 - Tammy Lanman-Henderson to the **Outstanding Student Award Committee**
 - Dotty Smith and Cody Richardson to the **Planning Commission/Board of Zoning Appeals Board**
 - Carlla Pike to the **Visit Ark City Board**

III. New Business

City Manager Department

1. An Ordinance modifying Municipal Code Section 50-227 concerning signs placed on public property and modifying Zoning Regulations Article 27 (Signs), adopting such regulations by reference and modifying municipal code to so reflect. (**Roll Call Vote**)
2. A Resolution authorizing the City of Arkansas City to file an application for a Historic Preservation Fund Grant administered by the Nation Park Service for a National Register nomination revising the Downtown Arkansas City Commercial District. (**Voice Vote**)
3. A Resolution authorizing the City of Arkansas City enter into Agreement No. 884-24 with Smith & Oakes, Inc. and the Kansas Department of Transportation (KDOT) for Federal-Aid Construction Engineering Services for Hike Bike Trail Project No. 18 TE-0471-01. (**Voice Vote**)

4. A Resolution adopting by reference the City's 2025 Comprehensive Fee Schedule and repealing Resolution No. 2024-08-3641. **(Voice Vote)**

Environmental Services Department

1. A Resolution authorizing the City of Arkansas City to enter into a Letter of Agreement with Burns & McDonnell Engineering Company, Inc. to provide professional engineering services for the Water Treatment Plant Chloride Discharge Review, for an amount not to exceed \$25,000.00. **(Voice Vote)**

Fire/EMS Department

1. A Resolution authorizing the City of Arkansas City to purchase nine (9) APX 8000 all band portable radios in compliance with the Kansas State Interoperable Communications System (KSICS) 800 MHz radios, from Motorola Solutions, for an amount not to exceed \$67,715.10, excluding shipping. **(Voice Vote)**

IV. City Manager Updates & Reminders

V. Items for Discussion by City Commissioners

VI. 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.

VII. Financial Summary

1. December 2024 Financial Summary

VIII. Adjournment



City Commission Agenda Item

Meeting Date: January 21, 2025

From: Tiffany Parsons, City Clerk

Item: Approve the January 7, 2025, Regular Meeting Minutes

Purpose: Approve January 7, 2025, regular meeting minutes as written.

Background:

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

Commission Options:

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

Approved for Agenda by:

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

Randy Frazer, City Manager



Tuesday, January 7, 2025
 Regular Meeting Minutes
 118 W Central Ave, Arkansas City, KS

Routine Business

1. Opening Prayer let by City Attorney Larry Schwartz and Pledge of Allegiance led by Mayor Jay Warren.
2. Roll Call

PRESENT

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

Also present from staff: City Attorney Larry Schwartz, City Manager Randy Frazer, City Clerk Tiffany Parsons, Communications Director Shana Adkisson, Fire Chief Stuart Cassaboom, Police Chief Jim Holloway, and Public Services Superintendent Tony Tapia.

3. There were no additions or deletions to the agenda.
4. Approval of the Agenda

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

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

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.

Mayor Warren presented to following consent agenda items for consideration:

1. Approve the December 17, 2024, regular meeting minutes as written.
2. Approve a Resolution authorizing a public meeting of the Governing Body to attend a Land Bank Board of Trustees meeting at 5:00 p.m. Tuesday, January 21, 2025, in the Commission Room at City Hall, located at 118 W. Central Ave. in Arkansas City.

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

*Voting Yea: Commissioner Beeson, Commissioner Spielman and Commissioner Stover, Commissioner Tweedy III, and Mayor Warren. Mayor Warren declared the motion approved; given item #2 **Resolution No. 2025-01-3667**.*

New Business

City Manager Department

City Clerk Parsons presented the following items for consideration:

1. Select Mayor for 2025.

Mayor Spielman moved to nominate Commissioner Warren as mayor for 2024. Motion seconded by unanimous voice vote of the commission.

Voting Yea: Commissioner Beeson, Commissioner Stover, Commissioner Tweedy III, and Mayor Spielman. Mayor Spielman declared the motion approved.

Mayor Beeson and Commissioner Warren changed seats. City Clerk Parsons set new name plates.

2. Recognize and honor the service of previous Mayor Jay Warren.

Mayor Beeson honored Jay Warren for his service as Mayor in 2024 and applauded his remarkable 17-year tenure on the commission, which began in 2008. Beeson expressed heartfelt gratitude not only for Warren's personal support and expertise but also for his significant contributions to the commission and our community over the years.

City Manager Frazer also commended Warren for his service and presented him with a mayor's plaque in recognition of his contributions during 2024.

3. Select Vice Mayor for 2025.

Commissioner Spielman moved to nominate Commissioner Stover as Vice Mayor for 2025. Commissioner Tweedy III seconded the motion.

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

Items for Discussion by City Commissioners

None.

Comments from the Audience for Items not on the Agenda

None.

City Manager Updates & Reminders

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

1. January 9th - Strother Field Sanitary Sewer Relocation meeting with PEC to discuss relocating the lift station and mothballing the treatment plant. Plan includes installing a line from Strother Field to Patterson Park lift station, enabling Arkansas City to treat wastewater from this area.
2. January 14th – CDBG Housing Rehabilitation Town Hall Meeting. Opportunity for residents to pre-apply for the 2025 CDGB Housing Rehabilitation Grant, which may cover health and safety improvements such as siding guttering, HAVC, ADA accessibility, electrical, windows, roofing and insulation.
3. January 17th – City Commission Strategic Planning Retreat 8:00 a.m. – 4:30 p.m. at the Water Treatment Facility Classroom. Agenda line up includes reviewing long term priorities, aligning strategic goals, and

identifying actions in areas such as housing, infrastructure, economic development, and community health.

- 4. January 22nd - LKM Local Government Day at the Beacon 420 SW 9th Ave. Topeka, KS. The event includes opportunities to meet with local legislators, a legislative panel discussion, and reception to follow with policymakers. Commissioners interested can get with City Clerk Tiffany Parsons. Registrations are due by January 7, 2025.
- 5. February 1st - Chamber of Commerce Banquet at 106 S. Summit.
- 6. March 1st - SCK Health Foundation Gala.

Items for Discussion by City Commissioners

None.

Comments from the Audience for Items not on the Agenda

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

No one wished to speak.

Executive Session

- 1. Recess into executive session for a period of ____ minutes to discuss a matter involving a nonelected city employee, pursuant to K.S.A. 75-4319(b)(1), personnel matters of nonelected personnel. The open meeting will resume in the commission Chambers at __:__ p.m., to include _____.

Mayor Warren made a motion, Seconded by Vice Mayor Stover to recess into executive session for a period of 10 minutes to discuss a matter involving a nonelected city employee, pursuant to K.S.A. 75-4319(b)(1), personnel matters of nonelected personnel. The open meeting will resume in the commission Chambers at 5:52 p.m.

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

The session included all City Commissioners, City Attorney Schwartz, City Manager Frazer, and Fire Chief Cassaboom.

- 2. Recess into executive session for a period of ____ minutes to discuss the City Manager’s annual review, pursuant to K.S.A. 75-4319(b)(1), personnel matters of nonelected personnel. The open meeting will resume in the Commission Chambers at ____ : ____ p.m., to include _____.

Mayor Beeson made a motion, Seconded Commissioner Warren to recess into executive session for a period of 15 minutes to discuss the City Manager’s annual review, pursuant to K.S.A. 75-4319(b)(1), personnel matters of nonelected personnel, to include just commissioners. The open meeting will resume in the Commission Chambers at 6:08 p.m.

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

While the executive session was in session, Mayor Beeson called for City Attorney Schwartz to join. Mayor Beeson resumed the open commission meeting at 6:08 p.m.

Mayor Beeson moved that in accordance to the performance evaluation that City Manager Frazer be given a 4.88 percent raise increase for the 2025 year. Seconded by Commissioner Tweedy III.

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

Adjournment

Mayor Beeson made a motion, Seconded by Commissioner Warren to adjourn the meeting.

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

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

(Seal)

Jay Warren, Mayor 2024

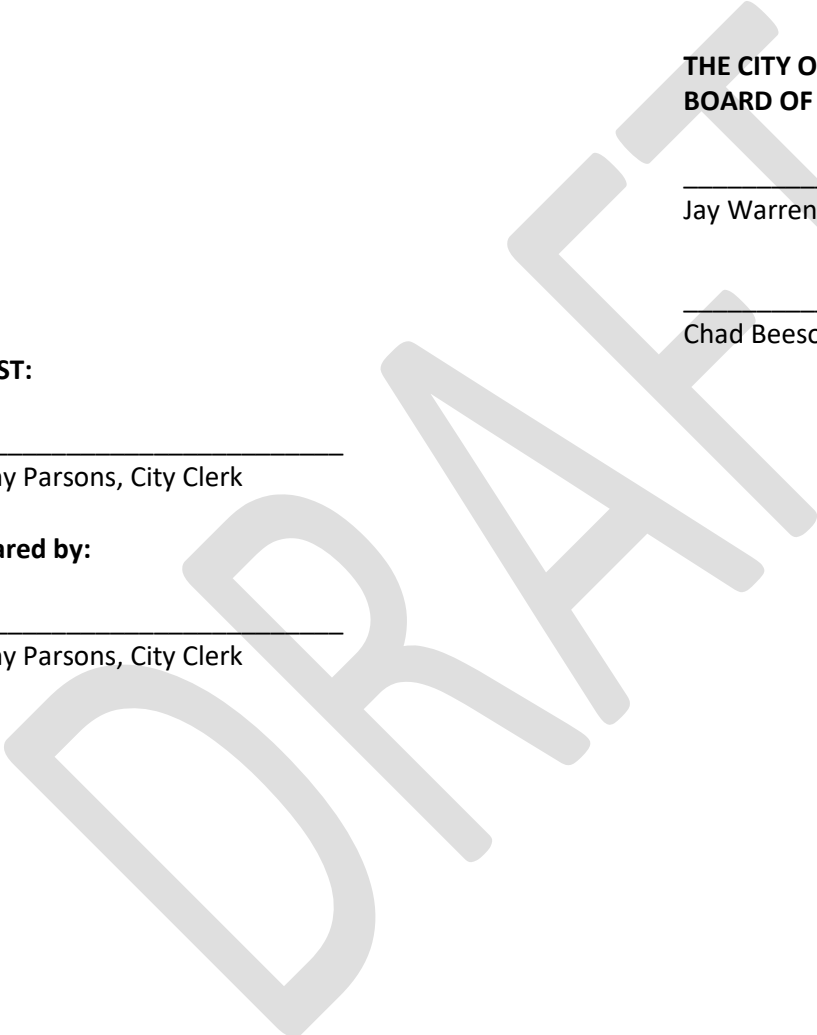
Chad Beeson, Mayor 2025

ATTEST:

Tiffany Parsons, City Clerk

Prepared by:

Tiffany Parsons, City Clerk





City Commission Agenda Item

Meeting Date: January 21, 2025
From: Tiffany Parsons, City Clerk
Item: City Board Appointment – Foss Farrar to VISIT Ark City Board

Purpose: Ratify Mayor Chad Beeson’s appointment of Foss Farrar to the VISIT Ark City Board of Trustees.

Background:

Foss Farrar, a retired journalist and long-time resident of Arkansas City for 22 years, has expressed interest in serving on the VISIT Ark City Board of Trustees. Farrar currently serves as the President of the Arkansas City Historical Society. His expertise and extensive knowledge of local history would bring valuable insights into the tourism-focused initiatives of the VISIT Ark City Board.

Farrar is deeply committed to the community and has been actively involved in various roles, including as a member of the Joe B. Avery Spirit Award Committee, a board member of the Cherokee Strip Land Rush Museum, and secretary of the Vincent de Paul Society.

In his application, Farrar highlighted his enthusiasm for promoting Ark City’s unique qualities to a wider audience and encouraging increased visitation from out-of-town guests.

The commission and Mayor Beeson recommend Foss Farrar for the VISIT Ark City Board of Trustees, and the VISIT Ark City Board has expressed its support for this nomination.

Commission Options:

1. Approve with consent agenda.
2. Remove from consent agenda to new business for further consideration.

Approved for Agenda by:

Randy Frazer, City Manager



City Commission Agenda Item

Meeting Date: January 21, 2025
From: Tiffany Parsons, City Clerk
Item: City Board Appointment – Travis Pearman to PC/BZA Board

Purpose: Ratify Mayor Chad Beeson’s appointment of Travis Pearman to the Planning Commission/Board of Zoning Appeals Committee.

Background:

Travis Pearman as resident of the Arkansas City community for 24 years, has been actively engaged in both professional and civic endeavors that underscore a dedication to service and growth. With a strong commitment to the city's arts, education, and underserved populations, Pearman will bring a wealth of experience to the PC/BZA board.

Holding two bachelor’s degrees, achieving honors on the Dean’s List, and serves as a teacher at Pearman Academy, where they inspire and guide students while fostering a love of learning. His civic contributions are notable, including serving as Chair of the 53rd Assembly District in Los Angeles, CA, running for a commission for Arkansas City, and participating in the Municipal City Band. These roles demonstrate Pearman’s ability to lead, collaborate, and advocate for community progress.

As a long-standing member of our community, Pearman combines professional expertise, educational background, and history of civic engagement to bring valuable insight and dedication to their new role on the citizen board.

The board and Mayor Beeson recommend Tavis Pearman be appointed to the Planning Commission/Board of Zoning Appeals Committee.

Commission Options:

1. Approve with consent agenda.
2. Remove from consent agenda to new business for further consideration.

Approved for Agenda by:

Randy Frazer, City Manager



City Commission Agenda Item

Meeting Date: January 21, 2025
From: Tiffany Parsons, City Clerk
Item: City Board Re-Appointments – Jan. & Feb. 2025

Purpose: Ratify Mayor Chad Beeson’s re-appointment of:

- Lloyd Colston and Katie Boyle to the **Arkansas City Public Library Board**
- Tammy Lanman-Henderson to the **Equal Opportunity & Accessibility Advisory Board**
- Robin Henderson to the **Northwest Community Center Advisory Board**
- Tammy Lanman-Henderson to the **Outstanding Student Award Committee**
- Dotty Smith and Cody Richardson to the **Planning Commission/Board of Zoning Appeals Board**
- Carlla Pike to the **Visit Ark City Board**

Background:

All above are deemed eligible and requesting reappointment to their respective boards.

Commission Options:

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

Approved for Agenda by:

Randy Frazer, City Manager



City Commission Agenda Item

Meeting Date: January 21, 2025
From: Josh White, Principal Planner
Item: Zoning Regulations Article 27 Signs/MC 50-227 Amendments

Motion: An Ordinance modifying Municipal Code Section 50-227 concerning signs placed on public property and modifying Zoning Regulations Article 27 (Signs), adopting such regulations by reference and modifying municipal code to so reflect. **(Roll Call Vote)**

Background: A recent case brought before the Planning Commission brought to light that regulations concerning billboards needed to be amended. Staff also solicited additional public feedback in the form of an online poll. The feedback indicated that most respondents felt that both the location and size of the proposed sign were inappropriate. The sign was within the limits of the Zoning Regulations, so it is necessary to amend the regulations to match public sentiment. The amendments reduce the allowable height, size, and allowable locations of such signage.

The Planning Commission held a public hearing and voted to recommend adoption of the proposed amendments to the Subdivision and Zoning Regulations on December 10, 2024.

Staff is also recommending a minor change to Municipal Code Section 50-227 concerning Public property. The amendment retains the original language of the section to generally prohibit signs or other encroachments upon public property but allows for certain exceptions as noted in the Zoning Regulations Sections 27-301 and 27-401.

Commission Options:

- 1. Approve
- 2. Send back to Planning Commission for further consideration
- 3. Table for second reading.

Fiscal Impact: Amount: **Cost of publication**

Included in budget Grant Bonds Other Not Budgeted

Attachments: Proposed amendments, Ordinance

Approved for Agenda by:

Randy Frazer, City Manager

(Published in the *Cowley CourierTraveler* on January _____, 2025)

ORDINANCE NO. 2025-01-_____

AN ORDINANCE MODIFYING MUNICIPAL CODE SECTION 50-227 CONCERNING SIGNS PLACED ON PUBLIC PROPERTY AND MODIFYING ZONING REGULATIONS ARTICLE 27 (SIGNS), ADOPTING SUCH REGULATIONS BY REFERENCE AND MODIFYING MUNICIPAL CODE TO SO REFLECT.

WHEREAS the City Commission of Arkansas City adopted Zoning Regulations on May 20, 2014, and since amended both sets of regulations; and

WHEREAS a recent case before the Planning Commission brought to light that regulations concerning billboards needed to be amended; and

WHEREAS on the 10th day of December 2024 the Planning Commission held a public hearing after due public notice on the proposed amendments to Article 27 Signs; and

WHEREAS on that date the Planning Commission recommended the Governing Body adopt the amendments to the Zoning Regulations; and

WHEREAS the Governing Body desires to accept the Planning Commission’s recommendation and adopt the amended Zoning Regulations Article 27 Signs; and

WHEREAS the Governing Body also desires to amend provisions in Municipal Code Section 50-227 to refer to the Zoning Regulations for any exceptions to the placement of signs on public property.

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

SECTION ONE: AMENDMENTS TO MUNICIPAL CODE PART III, TITLE 18 SECTION 18.1

The Governing Body desires to amend Article 27 of the City’s Zoning Regulations regarding billboard signs and signs excluded from regulations; said amended Article 27 is attached hereto and incorporated by reference as if fully set forth herein. The Governing Body therefore hereby amends Arkansas City Municipal Code Part III, Title 18 to read as follows (new provisions in italics; deleted provisions struck through):

Title 18 - ZONING

Sec. 18.1. - Adopted by reference.

The City of Arkansas City Zoning Regulations (hereafter "Zoning Regulations"), as prepared in book form by the Planning Commission under date of ~~October 10, 2023~~ *December 10, 2024*, following a public hearing as required by state law, and the same and new zoning map are hereby declared to be approved and incorporated by reference as if set out fully herein pursuant to K.S.A. 12-3001 et seq., K.S.A. 12-3009 et seq. and K.S.A. 12-3301 et seq.

SECTION TWO: AMENDMENTS TO MUNICIPAL CODE PART II, SECTION 50-227

The Governing Body hereby amends Section 50-227 of the Municipal Code to read as follows (new provisions in italics; deleted provisions struck through):

Sec. 50-227. - Public property.

No portable or movable sign or other encroachment may be maintained or allowed to remain upon public property- *except as provided for in Zoning Regulations Sections 27-301 and 27-401 as adopted by reference.*

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

SECTION FOUR: 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 21st day of January 2025.

(Seal)

Chad Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

DRAFTED AND APPROVED AS TO FORM:

Larry Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 2025-01-_____ of the City of Arkansas City, Kansas adopted by the Governing Body thereof on January 21, 2025, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk

Proposed Changes to Zoning Regulations Regarding Billboards

Article 27: Signs

27-301. The following signs are exempt from regulation under this Article except for those regulations set out in Section 27-5.

f. ~~Interior signs shall also be exempt from these regulations.~~

Commented [JW1]: Confusing language. Interior to the site signs would be covered in d and e above. Signs on the interior of the building need not be spelled out and are not regulated by the City.

27-1003. In the C-3 District the following regulations apply:

d. ~~Off premises billboards are allowed in the C-3 District upon the issuance of a conditional use permit, as provided in Section 27-13. This signage does not apply towards the maximum square footages in a. above.~~

Commented [JW2]: This language was added to 27-1304 since this signage is also allowed in other districts. The first sentence is also redundant with that section as currently written.

SECTION 27-13 BILLBOARDS/OFF-PREMISES SIGNS

27-1301. Off-premises billboard signs are allowed in the C-3, I-1 and I-2 Districts upon the issuance of a conditional use permit, and subject to the requirements of this section. All sign structures must meet the requirements as provided by the Kansas Department of Transportation.

27-1302. Location:

- a. Billboard signs shall not be located within 300 feet of any structure occupied as a residential or other non-commercial or non-industrial use.
- b. ~~Billboard signs shall not be located within fifty (50) feet of any state or federal highway, as measured from the edge of the right of way.~~
- c. b. Billboard signs shall not be attached to the roof or wall of any building.

Commented [JW3]: Setbacks are not required for on-premise signs so its not clear why setbacks would be needed for off-premise signs if we reduce the sign area. This is also a small concession to the industry since we are adding restrictions.

27-1303. Maximum Height: The top edge of any billboard sign shall not exceed ~~fifty (50)~~ twenty-five (25) feet above average grade.

Commented [JW4]: Height was a common concern that was mentioned in the public feedback. 25 feet is the maximum height allowed for on-premise signage in the C-3 district.

27-1304. Maximum Sign Area:

- a. The maximum sign area of any billboard sign shall not exceed a total of ~~750~~ 300 square feet.
- b. For purposes of this subsection, each face of a billboard sign, whether back-to-back, V-shaped, or some other configuration, shall be considered a separate sign.
- c. Billboard signs do not apply towards the maximum square footages for on-premises signage.

Commented [JW5]: Size was a major concern from the public feedback. 300 would be half the size of the proposal at 2113 N Summit St. This would be per face as noted in b below. So a 2 sided billboard could effectively only be 150 square feet. This is slightly larger than what would be allowed as on premise signage in the C-3 district (100 per face).

27-1305. Lighting: Billboard signs may be indirectly illuminated but shall not cast glare upon any adjacent ~~highway roadway and shall be directed upward so as to pose a hazard to vehicular traffic.~~ Billboard signs containing digital graphics, or an electronic message center are not permitted.

Commented [JW6]: Added for clarification and also removed from 27-1003.

27-1306. Minimum Spacing Requirements: No billboard sign hereafter erected shall be less than ~~300~~ 800 feet from any other existing billboard sign on the same side of the street. Such minimum spacing distance shall be measured along the center line of the frontage street or highway from a point opposite any edge of a billboard sign and perpendicular to the center line of each street or highway.

Commented [JW7]: Added for clarification. This language was present in Manhattan's regulations. The statement was also revised for conciseness.

Commented [JW8]: Added for clarification that we do not allow electronic billboards.

Commented [JW9]: Increasing this separation will also limit the total number allowed in an area. 800 matches Manhattan, they increase to 5,000 if it is an electronic sign. We don't currently allow those. See new language in 27-1305. Topeka has a separation of 1,320.

Article 27: Signs

Sections:

27-1	General Provisions
27-2	Definitions
27-3	Signs Excluded from Regulations
27-4	Signs Prohibited
27-5	General Sign Regulations
27-6	Residential District (R) Sign Regulations
27-7	[RESERVED FOR FUTURE USE]
27-8	Agricultural District (A) Sign Regulations
27-9	Public Use District (P) Sign Regulations
27-10	Commercial District Sign Regulations
27-11	Mixed Use District (MU) Sign Regulations
27-12	Industrial District Regulations
27-13	Billboards/Off-Premises Signs
27-14	Maintenance of Signs
27-15	Unlawful Cutting of Trees or Shrubs
27-16	Sign Variances
27-17	Design Review
27-18	Appendix

SECTION 27-1 General Provisions

27-101. Statement of purpose: This article provides standards relating to signs located within the city of Arkansas City, and governs the number, size, type, location and physical aspects of signs. It is determined that the regulation of Signs is necessary to promote safety, to preserve and enhance the aesthetic and environmental values of the community, to provide for effective communication between people within the context of their environment and to protect the rights of free speech and expression.

27-102. Substitution of Messages: Subject to the land owner's consent, a non-commercial message of any type may be substituted for any duly permitted or allowed commercial message or any duly permitted or allowed noncommercial message, provided that the Sign is legal without consideration of message content. This substitution of message may be made without any additional approval or permitting. This provision does not create a right to increase the total amount of signage on a parcel or land use, nor does it affect the requirement that the structural device or mounting device be properly permitted.

27-103. Responsibility of Compliance: The responsibility for compliance with the Article rests jointly and severally upon the Sign owner, the Sign Operator, all parties holding the present right of possession and control of the property whereon a Sign is located, mounted or installed including the legal owner of the lot or parcel.

27-104 Severability: Should any of the clauses, sentences, paragraphs, words, sections or parts of this Article be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Article. All provisions of this Article are declared to be severable.

27-105 Maintenance: All Signs together with all their supports, braces, guys and anchors, shall be kept in good repair and in a proper state of preservation.

27-106 Non-Conformance: Every sign lawfully in existence on the adoption of this Article shall not be altered or moved unless it is brought into greater conformance to comply with the provisions of this Article, except as otherwise provided herein. For the purposes of these regulations, sign structure painting, message or face changes are not considered alterations.

SECTION 27-2 DEFINITIONS

27-201. Unless otherwise specifically provided, or unless clearly required by the context, the words and phrases defined in this Section shall have the meaning indicated when used in this Article.

Animated Sign. A sign which has any visible moving part, flashing or osculating lights, visible mechanical movement of any description, or other apparent visible movement achieved by any means that move, change, flash, osculate or visibly alters in appearance in a manner that is not permitted by these regulations.

Attention-Attracting Device. Any device intended to attract the attention of the public to an establishment, location, product or service, except signs as permitted by this Article. This includes spinners, pinwheels, pennant strings, and other devices or displays that respond to naturally occurring external motivation. See Temporary Sign.

Awning Sign. A building mounted sign that provides additional functionality as a shelter.

Billboard. An off-premises sign.

Canopy: A freestanding permanent roof-like structure not attached to or requiring support from an adjacent structure.

Canopy Sign: Any permanent sign attached to or constructed on or/underneath a canopy.

Changeable Copy Sign: A sign or portion thereof on which the copy or symbols change either automatically through electrical or electronic means, or manually through placement of letters or symbols on a panel mounted in or on a track system.

Display Time. The amount of time a message and/or graphic is displayed on an Electronic Message Center.

Dissolve. A mode of message transition on an Electronic Message Center accomplished by varying the light intensity or pattern, in which the first message gradually appears to dissipate and lose legibility with the gradual appearance and legibility of the second message.

Dynamic Frame Effect. An Electronic Message Center frame effect in which the illusion of motion and/or animation is used in a single frame. For example, falling leaves in the background of a single frame, floating balloons in the background of a single frame, waving flag used in a single frame. – see frame effect.

Electronic Message Center. A variable message sign capable of displaying words, symbols, figures or images that can be electronically changed by remote or automatic means.

Fade. A mode of message transition on an Electronic Message Center accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

Footcandle: A unit of measurement of the amount of light falling upon a surface (illuminance). One foot candle is equal to one lumen per square foot. Can be measured by means of an illuminance meter.

Frame. A complete, static display screen on an Electronic Message Center.

Frame Effect. A visual effect on an Electronic Message Center applied to a single frame. See also Dynamic Frame Effect.

Freestanding Sign. A sign that is attached to, erected on, or supported by some structure (such as a pole, mast, frame, or other structure) that is not itself an integral part of or attached to a building or other structure whose principal function is something other than the support of a sign. A sign that stands without supporting elements, such as “sandwich sign,” is also a free-standing sign. If the message is removed from a structure that was originally designed and used as a freestanding sign, this structure shall still be considered a sign.

Grade. The level of the site at the property line located at the closest distance to the sign.

Illegal Sign. Any sign placed without proper approval or permits as required by this code at the time of sign placement. Illegal sign shall also mean any sign placed contrary to the terms or time limits of any permit.

Illuminance: A measure of the amount of light intercepting an object at a given distance from a light source and is measured in foot candles or its metric equivalent, lux. Illuminance can be measured with a foot candle meter.

Institutional Uses. Refers to organizations such as, but not limited to, churches, schools, community centers, or other public/semi-public facilities.

Internally Illuminated Signs. Signs where the source of the illumination is inside the sign and light emanates through the message of the sign, rather than being reflected off the surface of the sign from an external source. Without limiting the generality of the foregoing, signs that consist of or contain tubes that (1) are filled with neon or some other gas that glows when an electric current passes through it, and (2) are intended to form or constitute all or part of the message of the sign, rather than merely providing illumination to other parts of the sign that contain the message, shall also be considered internally illuminated signs.

Marquee. A permanent roof-like shelter extending from part or all of a building face and constructed of some durable material which may or may not project over a public right of way.

Marquee Sign. Any sign painted on or attached to or supported by a marquee.

Monument Sign. A freestanding sign having a solid appearance and a low profile, normally consisting of a face and base. Said sign may be constructed with stone, concrete, metal, routed wood planks or beams, brick or other materials consistent with the building the sign is representing.

Off-Premises Sign. A sign that draws attention to or communicates information about a business, service, commodity, accommodation, attraction, or other enterprise or activity that exists or is conducted, sold, offered, maintained, or provided at a location other than the premises on which the sign is located. A sign that draws attention to a cause or advocates or proclaims a political, religious or other noncommercial message shall also be an off-premises sign unless such sign is excluded from regulation under Section 27-3.

On-Premises Sign. A sign that draws attention to or communicates information about a business, service, commodity, accommodation, attraction, or other enterprise or activity that exists or is conducted, sold, offered, maintained, or provided on the premises where the sign is located.

Pole or Pylon Cover: An enclosure for concealing and/or for decorating poles or other structural supports of a freestanding sign.

Pole Sign: A freestanding sign with visible support structure.

Projecting Sign. A sign other than a Wall sign that is attached to or projects more than eighteen (18) inches from a building face or wall. This includes marquees and signs on canopies and awnings.

Pylon Sign: A freestanding sign with visible support structure or with the support structure enclosed with a pole cover.

Roof Sign. A sign erected, constructed or maintained partially or wholly upon or over the roof of a building, a building canopy, or a freestanding canopy.

Scroll. A mode of message transition on an Electronic Message Center in which the message appears to move vertically across the display surface.

Sign. Any device that (1) is sufficiently visible to persons not located on the lot where such device is located to accomplish either of the objectives of part (2) of this definition, and (2) is designed to attract the attention of such persons or to communicate information to them.

Temporary Sign. A sign which is not permanently affixed to the ground, a building or other structure. As an example, temporary signs include banners, pennants, feather signs, inflatables, and other attention attracting devices. See Attention Attracting Device.

Transition. A visual effect used on an Electronic Message Center to change from one message to another.

Travel. A mode of message transition on an Electronic Message Center in which the message appears to move horizontally across the display surface.

Vehicular Sign. Any sign which is attached to or placed upon a parked motor vehicle and placed in a position or location for the sole purpose of displaying the same to the public.

Wall Sign. A sign that is attached to a building face or wall and projects not more than eighteen (18) inches from the building face or wall. Also includes signs affixed to architectural projections, such as awnings or canopies, provided the sign remains parallel to the face of the building or wall.

SECTION 27-3 SIGNS EXCLUDED FROM REGULATIONS

27-301. The following signs are exempt from regulation under this Article except for those regulations set out in Section 27-5.

- a. Signs not exceeding four (4) square feet in area that are customarily associated with residential use and that are not of a commercial nature.
- b. Signs erected by or on behalf of or pursuant to the authorization of a governmental body, including legal notices, identification and informational signs, and traffic, directional, or regulatory signs.
- c. Flags, pennants, or insignias of any governmental or nonprofit organization when not displayed in connection with a commercial promotion or as an advertising device.
- d. Signs directing and guiding traffic on private property that do not exceed four (4) square feet in area and (4) feet high, located within (6) six feet of the curb cut, and not to exceed two per entrance.
- e. Signs internal to the site on properties where a drive-thru window is present and/or, not visible or aimed at the public right of way shall not be limited in size/quantity by these regulations unless otherwise prohibited.
- ~~f. Interior signs shall also be exempt from these regulations.~~
- g. Signs painted on or otherwise permanently attached to currently licensed motor vehicles that are not primarily used as signs.
- h. Integral decorative or architectural features of buildings or works of art, so long as such features or works do not contain letters, trademarks, moving parts, or lights.
- i. Temporary signs used during the 45-day period prior to any election and the two-day period following any such election in accordance with K.S.A 25-2711.
 - 1. Signs placed on non-residential property shall not exceed (32) thirty-two square feet. Signs placed on residential property shall not exceed (6) sq. feet in area-
 - 2. Signs shall not be placed, erected or maintained on or in public buildings or structures, including libraries, recreational centers, parking structures, city hall, or in public parks, lawns, vehicles, trees, fences, or fire hydrants.
 - 3. Signs shall not be placed, erected or maintained so as to pose a visibility hazard to pedestrian or motor vehicle traffic along streets, sidewalks, or at street corners.

Commented [JW1]: Confusing language. Interior to the site signs would be covered in d and e above. Signs on the interior of the building need not be spelled out and are not regulated by the City.

- j. Temporary Signs: A sign that either (1) is used in connection with a circumstance, situation, or event that is designed, intended, or expected to take place or to be completed within a reasonably short or definite period after the erection of such sign at such a time the event is complete the sign will be removed, or (2) is intended to remain on the location where it is erected or placed for a period of not more than 15 days. If a sign display area is permanent but the message displayed is subject to periodic changes, that sign shall not be regarded as temporary.
1. Signs shall not be placed, erected or maintained so as to pose a visibility hazard to pedestrian or motor vehicle traffic along streets, sidewalks, or at street corners.
 2. Signs shall not be lighted.
 3. Signs placed on non-residential property shall not exceed (32) thirty-two square feet in area. Signs placed on residential property shall not exceed six (6) sq. feet in area.

SECTION 27-4. SIGNS PROHIBITED

27-401. It shall be a violation of these regulations to erect, install, place or maintain the following signs:

- a. Any sign or advertising structure which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, or method of illumination, or by obstructing the vision of drivers, or signs that obstruct or detract from the visibility of traffic control devices or emergency vehicles. Any sign which by glare or method of illumination constitutes a hazard to traffic is prohibited.
- b. Any sign or advertising structure with words, scenes or graphics which are obscene, indecent and prurient, within the meaning of K.S.A. 21-4301, as amended.
- c. Any sign or advertising structure (other than those erected by a governmental agency or required to be erected by a governmental agency for a public purpose) erected, installed or placed on the right-of-way of any street, road or public way, or signs overhanging or encroaching upon the right-of-way of any street, road or public way, except as specifically permitted by these Regulations.
- d. Any sign or advertising structure erected on City property or other governmental property other than signs erected by the governmental entity itself.
- e. Any sign or advertising structure which is erected, installed or maintained that obstructs any fire escape, required exit, window or door opening intended as a means of ingress or egress.
- f. No sign shall be attached to a tree or to a publicly- or privately-owned utility pole on either public or private property.

SECTION 27-5 GENERAL SIGN REGULATIONS

27-501. The following general sign requirements shall apply to all signs in all zoning districts:

- a. No signs shall be erected at the intersection of any street in such a manner as to obstruct free and clear vision, or at any location where, by reason of the position, shape or color, it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device. Signs must comply with the requirements of Section 20-4 regarding corner visibility.
- b. Except where otherwise specifically prohibited, lighting is permitted on signs, provided, however, reflectors shall be provided with proper lenses, concentrating the illumination on the area of the sign to prevent glare upon the street or adjacent property.
- c. No sign shall be wholly or partially illuminated so as to interfere with the vision of pedestrian or vehicular traffic.
- d. Electronic Message Centers are permitted in zoning districts as set out in this Article. The following restrictions shall apply to electronic message centers:

1. Electronic message centers may be a portion of the sign or comprise the entire area allowed by the sign type per zoning district. One (1) per zoning lot is permitted and can be double faced.
2. The Electronic Message Center must have automatic dimmer control to maintain a maximum of 0.3 footcandles over ambient light as measured at the appropriate distance based on the EMC's size.
3. The Electronic Message Center's programmed display must follow the requirements for the zoning district in which it is placed. Full animation and full video are prohibited except where allowed by issuance of a conditional use permit. Full animation is defined by movement, or the illusion of movement, that occurs in sequence of several frames without a hold time between frames. Full video is considered to be a live stream, or video clip displayed on the unit in a continuous fashion without a hold in between frames. Dynamic frame effect is an alternative that can be used instead of full animation or full video.
4. Electronic message centers, if located in a residential district or within two hundred (200) feet of a residentially zoned district, may only be operated between the hours of 6 a.m. and 10 p.m.
5. A certificate of compliance must be signed and on file with the Zoning Administrator. Any electronic message center found to be operating outside of the regulations will be deemed a zoning violation and shall be remedied according the provisions of Article 30 of these regulations.

SECTION 27-6 RESIDENTIAL DISTRICT (R-1:R-3, MHS & MP) SIGN REGULATIONS

27-601. The following signs are allowed in Residential Districts (including R-1:R-3, MHS and MP Districts):

- a. One (1) temporary non-illuminated sign per residence or building under construction, not more than thirty-two (32) square feet in area per face and not more than eight (8) feet in height, provided that said sign shall be removed within ten (10) days of project completion.
- b. For Institutional uses permitted in residential districts:
 1. Wall Signs: up to 30 sq. ft. (1) one per building frontage.
 2. Monument sign, which shall not exceed thirty (30) square feet in area per face nor exceed eight (8) feet in height, per street frontage.
 3. Electronic message centers are permitted with the following guidelines:
 Size: Thirty (30) sq. feet in area.
 Hold Time: Three (3) second hold time.
 Transition: Immediate transition between frames. Scrolling, and travel transitions, as well as, animation are prohibited. See Section 27-5 for other requirements.
- c. For Home Occupations permitted in residential districts: (1) One non-illuminated wall mounted or freestanding sign per lot, not to exceed (6) six sq. feet in area and (5) five feet in height.
- d. One (1) monument sign is permitted at the entrance to each platted subdivision provided the sign shall not exceed fifty (50) square feet in area per face nor exceed eight (8) feet in height.
- e. In the R-3 District, any permitted nonresidential use and/or multi-tenant buildings and similar uses are allowed; one (1) illuminated, wall sign not to exceed thirty (30) sq. feet in area, per facade. No sign shall extend above the roof line and One (1) freestanding sign not to exceed 30 sq. feet in area, and (8) eight feet in height per street frontage.
- f. Except as permitted in b. above, electronic message centers are prohibited.

SECTION 27-7 [RESERVED FOR FUTURE USE]

SECTION 27-8 AGRICULTURAL DISTRICT (A) SIGN REGULATIONS

27-801. The following signs are allowed in the Agricultural District (A):

- a. One (1) non-illuminated sign per residence or building under construction, not more than thirty-two (32) square feet in area per face and not more than eight (8) feet in height provided that said sign is removed within ten (10) days of project completion.
- b. For Institutional uses permitted in Agricultural districts:
 - 1. Wall Signs: up to 40 sq. ft. (1) one per building frontage.
 - 2. Monument sign, which shall not exceed forty (40) square feet in area per face nor exceed eight (8) feet in height, per street frontage.
 - 3. Electronic message centers are permitted with the following guidelines:
 Size: Forty (40) sq. feet in area.
 Hold: Three (3) second hold time, immediate transition between frames. Scrolling, and travel transitions, as well as, animation are prohibited. See Section 27-5 for other requirements.
- c. For Home Occupations permitted in Agricultural districts: One (1) non illuminated wall mounted or freestanding sign per lot, not to exceed six (6) sq. feet in area and five (5) feet in height.
- d. Except as permitted in b. above, electronic message centers are prohibited.

SECTION 27-9 PUBLIC USE DISTRICT (P) SIGN REGULATIONS

27-901. In the P District the following regulations apply:

- a. Any number or combinations of signs are permitted in b. below, provided that the cumulative square footage of signs shall not exceed 200 sq. ft.
- b. Sign permitted in the P District, and maximum square footage:

Wall	Maximum 15% of façade
Pole/pylon	Maximum 75 sq ft/face Height: 15 feet
Monument	Maximum 75 sq ft/face Height: 10 feet
- c. One Electronic Message center is permitted per zoning parcel, as all or as a portion of the allowable sign area, provided it meets the requirements in Section 27-5.

SECTION 27-10 COMMERCIAL DISTRICT (C-1:C-4) SIGN REGULATIONS

27-1001. In the C-1 District the following regulations apply:

- a. Any number or combination of signs are permitted in b. below, provided that the cumulative square footage of signs shall not exceed 200 sq. ft.
- b. Signs permitted in the C-1 District, and maximum square footage:

Wall	Maximum 15% of façade
Monument	Maximum 48 sq. ft./face Height: 10 feet
Projecting	Maximum 48 sq. ft/face
- c. Roof signs are not permitted in the C-1 District.
- d. For institutional uses in C-1, Electronic message centers are permitted with the following guidelines:
 Size: Forty (40) sq. feet in area.

Hold: Three (3) second hold time, immediate transition between frames. Scrolling, and travel transitions, as well as, animation are prohibited. See Section 27-5 for other requirements.

27-1002. In the C-2 District the following regulations apply:

- a. Any number or combination of signs are permitted in b. below, provided that the cumulative square footage of signs shall not exceed 250 sq. ft. To encourage creative design an additional 50 sq. ft could be added to the aggregate total of allowed sq. footage by using creative design and architectural elements. This would be approved by a design review to ensure criteria is met, and aesthetic character is achieved. See appendix for what creative design elements could be.
- b. Signs permitted in the C-2 District, and maximum square footage:

Wall	Maximum 15% of façade
Monument sign	Maximum 100 sq. ft./face Height: 10 feet
Pole/Pylon	Maximum 100 sq. ft / face Height 15 feet
Projecting	Maximum 100 sq. ft/face
- c. Roof signs are not permitted in the C-2 District.
- d. Signs located within 50 feet of a residential district must be affixed to or be a part of the building.
- e. One (1) Electronic message center is permitted per zoning parcel, as all or as a portion of the allowable sign area, provided it meets the requirements in section 27-5.

27-1003. In the C-3 District the following sign regulations apply:

- a. Any number or combination of signs are permitted in b. below, provided that the cumulative square footage of signs shall not exceed 300 sq. ft. To encourage creative design an additional 200 sq. ft could be added to the aggregate total of allowed sq. footage by using creative design and architectural elements. This would be approved by a design review to ensure criteria are met, and aesthetic character is achieved. See Section 27-18 to see what creative design elements could be.
- b. Signs permitted in the C-3 District, and maximum square footage:

Wall	Maximum 20% of façade
Pole/Pylon	Maximum 100 sq. ft./face Height: 25 feet
Monument	Maximum 100 sq. ft./face Height: 10 feet
Projecting	Maximum 100 sq. ft/face
Roof	No maximum*

*On-premise roof signs shall not exceed 1/2 the height of the building supporting the roof sign.

- c. One (1) Electronic message center is permitted per zoning parcel, as all or as a portion of the allowable sign area, provided it meets the requirements in Section 27-5.
- d. ~~Off premises billboards are allowed in the C-3 District upon the issuance of a conditional use permit, as provided in Section 27-13. This signage does not apply towards the maximum square footages in a. above.~~

Commented [JW2]: This language was added to 27-1304 since this signage is also allowed in other districts. The first sentence is also redundant with that section as currently written.

27-1004. In the C-4 District the following sign regulations apply:

- a. Signs affixed to canopies or marquees which are constructed and maintained in accordance with the adopted building codes are permitted.
- b. Signs permitted in the C-4 District, and maximum square footage:

Wall	Maximum 15% of façade*
Pole/Pylon	Maximum 200 sq. ft./face Height: 25 feet
Monument	Maximum 200 sq. ft./face Height: 10 feet
Projecting	Maximum 200 sq. ft/face

*An additional 5% could be added to the total of allowed square footage by using creative design and architectural elements. This would be approved by a design review to ensure criteria are met, and aesthetic character is achieved. See appendix for what creative design elements could be.

- c. One (1) Electronic message center is permitted per zoning parcel, as all or as a portion of the allowable sign area provided it meets the requirements of Section 27-5 and subsection d below.
- d. Signs located within the Historic Conservation Overlay (HC-O) District and/or listed on any Local, State or National Register of Historic Places must also meet those regulations.

SECTION 27-11 MIXED USE DISTRICT SIGN REGULATIONS

27-1101. Sign regulations for the Mixed Use (MU) District shall be those of the most restricted zoning district which allows the use, either as a permitted or conditional use, of the subject property.

SECTION 27-12 INDUSTRIAL DISTRICT SIGN REGULATIONS

27-1201. The following signs shall be allowed in the Light Industrial District (I-1):

- a. One (1) wall sign per façade. The sign area shall not exceed ten percent (10%) of the wall upon which it is located.
- b. One (1) freestanding sign per 300 feet of street frontage shall be permitted for each industrial establishment. Such sign shall not exceed fifteen (15) feet in height above the average grade, and the sign face shall not exceed fifty (50) square feet in area per face.

27-1202. The following signs shall be allowed in the Heavy Industrial District (I-2):

- a. One (1) wall sign per façade. The sign area not to exceed fifteen percent (15%) of the wall upon which it is located.
- b. One (1) freestanding sign per 300 feet of street frontage shall be permitted for each industrial establishment. Such sign shall not exceed twenty-five (25) feet in height above the average grade, and the sign face shall not exceed one hundred (100) square feet in area per face.

SECTION 27-13 BILLBOARDS/OFF-PREMISES SIGNS

27-1301. Off-premises billboard signs are allowed in the C-3, I-1 and I-2 Districts upon the issuance of a conditional use permit, and subject to the requirements of this section. All sign structures must meet the requirements as provided by the Kansas Department of Transportation.

27-1302. Location:

- a. Billboard signs shall not be located within 300 feet of any structure occupied as a residential or other non-commercial or non-industrial use.
- ~~b. Billboard signs shall not be located within fifty (50) feet of any state or federal highway, as measured from the edge of the right of way.~~
- c. b. Billboard signs shall not be attached to the roof or wall of any building.

27-1303. Maximum Height: The top edge of any billboard sign shall not exceed ~~fifty (50)~~ twenty-five (25) feet above average grade.

27-1304. Maximum Sign Area:

Commented [JW3]: Setbacks are not required for on-premise signs so its not clear why setbacks would be needed for off-premise signs if we reduce the sign area. This is also a small concession to the industry since we are adding restrictions.

Commented [JW4]: Height was a common concern that was mentioned in the public feedback. 25 feet is the maximum height allowed for on-premise signage in the C-3 district.

- a. The maximum sign area of any billboard sign shall not exceed a total of ~~750~~ 300 square feet.
- b. For purposes of this subsection, each face of a billboard sign, whether back-to-back, V-shaped, or some other configuration, shall be considered a separate sign.
- c. ~~Billboard signs do not apply towards the maximum square footages for on-premises signage.~~

Commented [JW5]: Size was a major concern from the public feedback. 300 would be half the size of the proposal at 2113 N Summit St. This would be per face as noted in b below. So a 2 sided billboard could effectively only be 150 square feet. This is slightly larger than what would be allowed as on premise signage in the C-3 district (100 per face).

Commented [JW6]: Added for clarification and also removed from 27-1003.

27-1305. Lighting: Billboard signs may be indirectly illuminated but shall not cast glare upon any adjacent highway ~~roadway and shall be directed upward so as to pose a hazard to vehicular traffic.~~ ~~Billboard signs containing digital graphics, or an electronic message center are not permitted.~~

Commented [JW7]: Added for clarification. This language was present in Manhattan's regulations. The statement was also revised for conciseness.

27-1306. Minimum Spacing Requirements: No billboard sign hereafter erected shall be less than ~~300~~ 800 feet from any other existing billboard sign on the same side of the street. Such minimum spacing distance shall be measured along the center line of the frontage street or highway from a point opposite any edge of a billboard sign and perpendicular to the center line of each street or highway.

Commented [JW8]: Added for clarification that we do not allow electronic billboards.

Commented [JW9]: Increasing this separation will also limit the total number allowed in an area. 800 matches Manhattan, they increase to 5,000 if it is an electronic sign. We don't currently allow those. See new language in 27-1305. Topeka has a separation of 1,320.

SECTION 27-14 MAINTENANCE OF SIGNS

27-1401.

- a. All signs and all components thereof, including without limitation supports, braces, and anchors, shall be kept in a state of good repair. With respect to freestanding signs, components (supporting structures, backs, etc.) not bearing a message shall be constructed of materials that blend with the natural environment or shall be painted a neutral color to blend with the natural environment.
- b. If a sign other than a billboard advertises a business, service, commodity, accommodation, attraction, or other enterprise or activity that is no longer operating or being offered or conducted, that sign's message shall be considered obsolete. The obsolete message must be replaced within 30 days after the last day the message was viable. If necessary, to avoid being considered abandoned, the obsolete message can be replaced with a blank face and the structure must be properly maintained.
- c. If after 30 days of becoming obsolete the sign and structure have not been properly maintained, the entire sign will be considered abandoned. The owner of the sign, or the owner of the property where the sign is located, or other person having control over such sign will have 180 days to remove the entire sign and all of its structural components.

SECTION 27-15 UNLAWFUL CUTTING OF TREES OR SHRUBS

27-1501. No person may, for the purpose of increasing or enhancing the visibility of any sign, damage, trim, destroy, or remove any trees, shrubs, or other vegetation located within the right-of-way of any public street or road, unless the work is done pursuant to written authorization of the Zoning Administrator.

SECTION 27-16 SIGN VARIANCE

27-1601. Procedures for requesting a variance to the sign regulations can be found in Article 25 of these regulations.

SECTION 27-17 DESIGN REVIEW:

27-1701. Administrative Design Review:

An optional design review process, one that is voluntarily entered into by applicants, rather than a mandatory one. This option allows the applicant to choose between designing a sign strictly according to numerical standards or going through a design review process that allows for larger signs, more flexibility, or both. For example, the numerical standard for a projecting sign might consist of a maximum allowable area of “x” square feet. This would probably produce a simple, rectangular sign, maximizing the copy area. Under an optional design review process, the sign area could be increased by a certain percentage or sq. footage. The sign could include a unique, eye-catching logo that would add liveliness to the streetscape. Such a method rewards both businesses and sign producers for creative efforts. – A Framework for On-Premise Sign Regulations March 2009 Alan C. Weinstein, Inc. D.B. Hart, Inc.

To use this method, submit a site plan indicating all existing signage, as well as, indicating placement of the proposed signage. A scaled drawing of proposed signage must be submitted for administrative review. To ensure proposed signage aesthetically compliments the surrounding structure’s architectural elements and is appropriate in scale.

SECTION 27-18 APPENDIX

27-1801. Sign Types.

The following section uses some local signs as an example of sign types permitted within the sign regulations and similar sign types using creative elements that could possibly be used in design review. The use of these images is for example purposes only and not intended to convey a preference for a sign design or a business shown.

Typical On-Premise Sign Types



Awning Sign



Canopy sign



Pole Sign



Pylon with creative elements



Projecting sign



Projecting sign with creative elements



Wall Sign



Wall sign with creative elements



Monument



Monument with creative elements



Marquee



Marquee with creative elements

27-1802. Sign Area measurement:

- a. For a wall sign which is framed, outlined, painted or otherwise prepared and intended to provide a background for a sign display, the area and dimensions shall include the entire portion within such background or frame.
- b. For a wall sign comprised of individual letters, figures or elements on a wall or similar surface of the building or structure, the area and dimensions of the sign shall encompass a regular geometric shape (rectangle, circle, trapezoid, triangle, etc.), or a combination of regular geometric shapes, which form, or approximate, the perimeter of all elements in the display, the frame, and any applied background that is not part of the architecture of the building. When separate elements are organized to form a single sign, but are separated by open space, the sign area and dimensions shall be calculated by determining the geometric form, or combination of forms, which comprises all of the display areas, including the space between different elements. Minor appendages to a particular regular shape, as determined by the Zoning Administrator, shall not be included in the total area of a sign.



- c. For a freestanding sign, the sign area shall include the frame, if any, but shall not include:
 - 1. A pole or other structural support unless such pole or structural support is internally illuminated or otherwise so designed to constitute a display device, or a part of a display device.



- 2. Architectural features that are either part of the building or part of a freestanding structure, and not an integral part of the sign, and which may consist of landscaping, building or structural forms complementing the site in general.





City Commission Agenda Item

Meeting Date: January 21, 2025
From: Josh White, Principal Planner
Item: HPF Grant to amend Historic District

Motion: A Resolution authorizing the City of Arkansas City to file an application for a Historic Preservation Fund Grant administered by the Nation Park Service for a National Register nomination revising the Downtown Arkansas City Commercial District. **(Voice Vote)**

Background: The city was rewarded with a grant in 2017 to conduct a resurvey of our downtown historic district. The survey was conducted and completed in May 2018. The survey made recommendations to modify the historic district by adding some properties and removing others. The report also recommended creating a thematic nomination of Arkansas City’s historic churches but that will not be part of this project. This project also directly aligns with the City’s Comprehensive Plan goal to “promote the maintenance and preservation of historical resources” as well as its accompanying action item to “Expand the existing historic district to match the recommendations from the 2017 Resurvey of the Downtown Historic District.” A historic district can only be created or modified with a majority of the property owners consenting. The city owns 3 properties that would be added to the district, including City Hall which would be considered contributing and eligible for grants and tax credits. The other two would be considered non-contributing and not eligible for funding and include the Police Department and Ben Givens Park.

The grant requires a 40% match, but it can be in salaries and volunteer labor. The proposed budget for the grant does include enough salaries and labor so that the city should not have to pay cash directly. The proposal would be to apply for a grant in the amount of \$25,000 to pay for the consultant. Staff expect this final figure to be lower, but estimates were difficult to come by. The grant does operate on a reimbursement basis so any expenses would have to be incurred up front and then reimbursed at the close of the grant in the summer of 2026. The funds for this program come from Outer Continental Shelf mineral receipts. The grant application is attached which includes the proposed budget for the project. After that the Historic Preservation Board will accept bids and recommend a consultant to the Commission.

Commission Options:

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

Fiscal Impact: Amount: **None. Pledge matching funds and/or in-kind services for grant. See explanation below.**

Included in budget Grant Bonds Other Not Budgeted

If the grant is awarded, the match would be in the form of salaries, volunteer labor, and administrative costs. Cash will only be required if the match from the other sources is insufficient. Total match required according to the budget should not exceed \$16,666. The grant should pay for the consultant in the amount not to exceed \$25,000. Total project budget \$41,666.

Approved for Agenda by:



Randy Frazer, City Manager

RESOLUTION NO. 2025-01-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY, KANSAS, TO FILE AN APPLICATION FOR A HISTORIC PRESERVATION FUND GRANT ADMINISTERED BY THE NATIONAL PARK SERVICE FOR A NATIONAL REGISTER NOMINATION REVISING THE DOWNTOWN ARKANSAS CITY COMMERCIAL DISTRICT, PLEDGING MATCHING FUNDS AND/OR IN-KIND SERVICES FOR SAID GRANT, AND AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATION TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT SUCH GRANT AND CONSENTS TO SAID NOMINATIONS OF CITY PROPERTIES.

WHEREAS, The Historic Preservation Fund (HPF) is a grant program administered by the National Park Service (NPS). Funds for the HPF program are derived from Outer Continental Shelf mineral receipts. Each year the NPS provides the Kansas State Historic Preservation Office (SHPO) with funds that finance its operations, salaries and grants. Ten percent of those grant funds awarded to the SHPO must be passed through to Certified Local Governments (CLGs) per federal regulations. Grants reimburse up to 60% of project costs; and

WHEREAS, the City of Arkansas City was recognized as a Certified Local Government (CLG) by the National Park Service in 2012; and

WHEREAS, the City of Arkansas City received a grant in 2017 and conducted a resurvey of the Arkansas City Commercial Center and Adjacent Areas; and

WHEREAS, the Survey Report made recommendations to modify the boundaries of the current historic district and possibly list the City's historic churches on the National Register of Historic Places and some of the affected properties are City-owned; and

WHEREAS, the Arkansas City Historic Preservation Board and staff wish to pursue such a grant to nominate these properties to the State and National Historic Registers of Historic Places; and

WHEREAS, the Governing Body wishes to express its support for said grant application and said nominations of City properties.

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

SECTION ONE: After due investigation and consideration, it is determined that the nature and extent of the public use and interest to be subserved as such as to authorize the City to file an application to participate in the Historic Preservation Fund grant program, as administered by the National Park Service, for a National Register nomination to modify the Downtown Arkansas City Commercial District. The total project budget is \$41,665 with the grant covering 60% and the City being required to provide a 40% match. The Governing Body hereby pledges to provide a 40% match in the form of salaries, volunteer labor and indirect expenses and remaining match, if any is required, in cash.

SECTION TWO: The Governing Body hereby consents to city properties being added to the Historic District as recommended by the Survey Report of the Resurvey of Arkansas City Commercial Center Historic District (1983) and Adjacent Areas.

SECTION THREE: Should the City of Arkansas City receive a grant from the Historic Preservation Fund as administered by the National Park Service, the Governing Body hereby authorizes and directs the City to accept such monies.

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas, Kansas this 21st day of January 2025.

Chad Beeson, 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. 2025-01-____ of the City of Arkansas City, Kansas adopted by the governing body on January 21, 2025 as the same appears of record in my office.

DATED: _____

Tiffany Parsons, City Clerk

Form Name: Historic Preservation Fund grant
Submission Time:
Browser: unknown / unknown
IP Address: 127.0.0.1
Unique ID: 999999999
Location: 64.7511, -147.3494

2024 Historic Preservation Fund Grant

1. PROJECT INFORMATION

Project Title National Register Nominations for Arkansas City Downtown Commercial Historic District

Indicate which type of project you are proposing:

National Register Nomination

Project Location

County Arkansas City Downtown Commercial District, Cowley County

2. APPLICANT and PROJECT CONTACT

Applicant Name - Local government, non-profit organization, or university name City of Arkansas City

Applicant Email jwhite@arkansascityks.gov

Applicant Phone 620-441-4420

Applicant Mailing Address 118 W Central Ave,
Arkansas City, KS
67005

Project Contact Name - This should be the point of contact for this project.
Josh White

Project Contact Email jwhite@arkansascityks.gov

Project Contact Phone 620-441-4420

Project Contact Mailing Address 118 W Central Ave
Arkansas City, KS 67005

APPLICANT and PROJECT INFORMATION

3a. Is the applicant a Certified Local Government (CLG)?

Yes

3. PROJECT RATIONALE and OBJECTIVES

4a. Why is the project needed? Arkansas City is situated on a hill above the Arkansas and Walnut rivers, which mostly surround the city. The town was originally laid out in 1870 under various names, including Adelphi, Walnut City, Creswell and finally Arkansas City. It was formally incorporated as Arkansas City in 1872. The City grew quickly in the early years, but most of the early wood-frame buildings were replaced in the 1880s by stone and brick buildings, many with elaborate cast-iron trim. In 1983, a survey was conducted in the downtown area and the Arkansas City Commercial Center Historic District was formed. There is no evidence in City files to determine whether additional buildings were surveyed, but not included in the historic district. Since 1983, there have been several new buildings constructed, and several buildings have been torn down for parking lots or new buildings. There also are several buildings just outside of the current district that either have become eligible since the original survey in 1983 or, for whatever reason, were left out of the original district nomination. The original district contained 75 buildings. In 2017, a Historic Preservation Fund grant was used to conduct a new, updated survey. The survey report recommended some changes to the historic district, as well as a thematic nomination for Arkansas City's Historic Churches. This project would make amendments to the existing historic district by adding some newly eligible properties and removing some properties that no longer hold any historic significance due to building demolitions. The city may investigate a thematic nomination for the historic churches in a future project or may work with the churches to assist them in becoming listed individually.

The City and its Historic Preservation Board believe this project to amend the current district directly aligns with the City's Comprehensive Plan goal to "promote the maintenance and preservation of historical resources," as well as its accompanying action items to "Expand the existing historic district to match the recommendations of the [2018] Resurvey of the Downtown Historic District" and "Encourage staff to individually list City Hall on the State and National Register of Historic Places or list as part of an expansion of the historic district." We believe that listing the historic and cultural resources of our community on the National Register of Historic Places accomplishes this goal.

The city, realizing the importance of preservation, became a Certified Local Government in 2012. Funding for these types of projects is generally limited and this grant will make the project possible. Staff and volunteer labor will be utilized as part of this project, but a paid consultant is needed to ensure the process is completed properly. We further believe this project meets the medium priority of the state by updating information in older National Register and National Landmark nominations.

4b. Describe what questions or needs the project will address.

Update the Historic District to match current conditions

4c. How does the project address the priorities listed in the Program Information document?

This project meets an urgent priority in that it is including modern buildings constructed between 1950-1980 and the medium priority in that it includes updating information on older National Register Nominations.

4d. Explain why grant support is required to address these needs.

The City will need to hire a consultant to ensure the process completed properly

Section , Item 2.

4e. Would partial funding allow you to meet some of the project goals? Full funding would be needed to complete this project.

No

4f. Explain why partial funding is or is not an option.

4g. Please cite any research you may have conducted that laid the groundwork for this grant project (i.e. survey prior to a historic district nomination). A Survey was completed in 2018 as a foundation for this project.

4. PROJECT DESCRIPTION and PRODUCTS

5a. Select Eligible Product Type. National Register Nomination

5b. Write a narrative description of the project products. Note the number of products that may result from this project. The answer to this question should explain how the completion of these products will address the issues you have identified in your PROJECT RATIONALE and OBJECTIVES (from Section 4). The City of Arkansas City will use this grant funding to hire a historic preservation consultant to work with the City of Arkansas City Historic Preservation Board to prepare a nomination to the National Register for the amended Downtown Commercial Historic District. Approximately 13 properties would be nominated to be added to the National Register and Historic District. About five vacant properties would be removed from the district, as the historic structures have been demolished since the district was originally created. All work will meet the requirements in the Historic Preservation Fund (2024) Grant Products Manual, and National Register Bulletin 15.

5c. Describe how you will implement the project. Be sure to describe major components or phases of the project and the estimated dates when each will be accomplished. Once awarded funding assistance, the Historic Preservation Board will seek a qualified preservation consultant immediately through the City's Request for Proposal (RFP) process. Once the consultant is identified and is in place, the nomination process will commence.

5d. Explain the geographic boundaries of this project. Where will work take place? Please see an attached map of the area. The district consists of five commercial blocks along Summit Street and 2 1/2 blocks of 5th Avenue, adjacent to Summit Street. The project extends from approximately Chestnut Avenue south to Jefferson Avenue, generally alley to alley on both sides of Summit Street, and on 5th Avenue from 2nd Street to A Street.

5e. For projects involving survey of cultural resources only, estimate the number of acres within the project boundaries. The proposed amendments would make the new district approximately 23 acres in size.

5. APPLICANT ORGANIZATION and PERSONNEL

6a. Briefly describe the applicant organization. Include information concerning organizational structure, personnel, facilities, and past involvement in preservation-related issues or grant-funded activities. How is your organization suited to administer this grant?

The applicant organization is the City of Arkansas City, Kansas. The project is supported by the staff and facilities of the Arkansas City Neighborhood Services Division. The Neighborhood Services Division staff contact is Josh White, who will manage the project daily. Josh White is a professional planner who has been involved with Historic Preservation in Arkansas City since 2009. He has been involved with two previous historic preservation fund grants which consisted of the Survey of the historic district and the development of a walking tour brochure.

6b. Describe the project team and their qualifications. If the project is to be staffed by consultants hired from outside the applicant organization, describe the planned hiring process and the qualifications you will be seeking.

The project team is Josh White, Principal Planner, the Historic Preservation Board and a hired consultant who will be selected through a competitive bidding process. The consultant must meet the Secretary of the Interior's Historic Preservation Professional Qualification Standards.

6c. Describe the role the local historic preservation commission will play in the project (e.g. conducting the project, reviewing drafts, serving on the project team, etc.).

The Arkansas City Historic Preservation Board will be involved in selecting a consultant, reviewing draft nomination statements and volunteer where otherwise needed for the project.

6d. List the qualifications of any additional resource persons not employed by the applicant organization or on the project team who might provide information or guidance for the project activities and development.

All financial and accounting measures will be handled by the Neighborhood Services Administrative Assistant, as well as Finance Division staff.

6e. Has the applicant previously received an HPF grant from the Kansas SHPO? Yes

6f. Has the applicant sought out any other funding sources for this project? No

6e. If so, describe the grant(s), including the project year and products produced. N/A

6f. If so, describe the funding source, whether you have already applied for it, and whether you were successful in receiving that funding.

6. PUBLIC EDUCATION and IMPACT

7a. Describe how the project will educate the public about methods and issues related to historic preservation. The public will learn the importance of preservation and educate them about the process of listing on the State and National Registers.

7b. Describe how the public will be involved in the project or informed about the project. What audience or sector of the public is most likely to be reached by this effort? The public will be informed about the project through mailings to property owners, as well as public meetings. The City will also post information about the project on its website and social media.

7c. How will the results of this project be distributed to the public? The project results will be posted on the city website and in the Kansas Historic Resources Inventory.

7d. If physical materials are to be produced, describe their intended content and their value to the targeted audience including project products intended for use by professionals or government officials. n/a

7e. Explain how the success of this project will be measured. The success of this project will be measured when the properties are listed on the State and National Registers.

7. PROJECT BUDGET

8a. Budget Narrative - Write a budget narrative that justifies each of the expenses noted in the budget chart. At the end of the budget narrative, please describe the accounting system that will be used for the project.

Salaries

- Grant Administrator will be Principal Planner Josh White:
 - 267 hours x \$52.76 per hour = approximately \$14,000.00
- City Historic Preservation Board will advise on hiring of consultant and will assist with public meetings:
 - 5 board members x \$33.49 per hour x 7 hours = approximately \$1,200
- A consultant will be hired to produce the survey. It is estimated that the total cost for consultant services will be \$25,000.
- Indirect expenses of \$1,400 were added to account for miscellaneous administrative costs.

Communication

- Notifications will be mailed to property owners in the survey area:
 - 1 mailings x 100 property owners= \$75.00

Printing & Advertising

- Flyers will be printed to be mailed to all property owners, giving notice of public meetings. Public meetings also will be publicized via local media outlets (e.g. newspapers, websites, etc.):
 - Estimated costs for publications = \$75.00

8b. BUDGET CHART

Expense 1 - Type	Recipient Match
Expense 1 amount (\$)	14094.00
Expense 1-Funding Category	Administrative Salary
Expense 2 - Type	Recipient Match
Expense 2 amount (\$)	1172.00
Expense 2-Funding Category	Volunteer In-Kind services
Expense 3 - Type	Indirect Expenses
Expense 3 amount (\$)	1400.00
Expense 3 - Funding Category	Other Administrative Salary
Expense 4 - Type	Recipient Match

Expense 4 amount (\$) 150.00

Expense 4 - Funding Category Communication/Printing and Advertising

Expense 5 - Type Federal Share

Expense 5 amount (\$) 25,000

Expense 5 - Funding Category Consultant

Total Project Cost (\$) 41,666

Grant Request (\$) 25,000

8. HPF GRANT APPLICATION 25 ATTACHMENTS and SUBMISSION

Upload written documentation from the applicant organization authorizing submission of this application and expressing support for this project.

Upload map if pertinent to this project.

Upload detailed budget chart (optional if budget figures were provided in Section 8).

9. ASSURANCES and RISK ASSESSMENT

Upload Assurances forms as one single PDF

Upload Risk Assessment form as one single PDF

10. DIGITAL IMAGES

Image 1

Image 2

Image 3

Image 4

Image 5

Image 6

Image 7

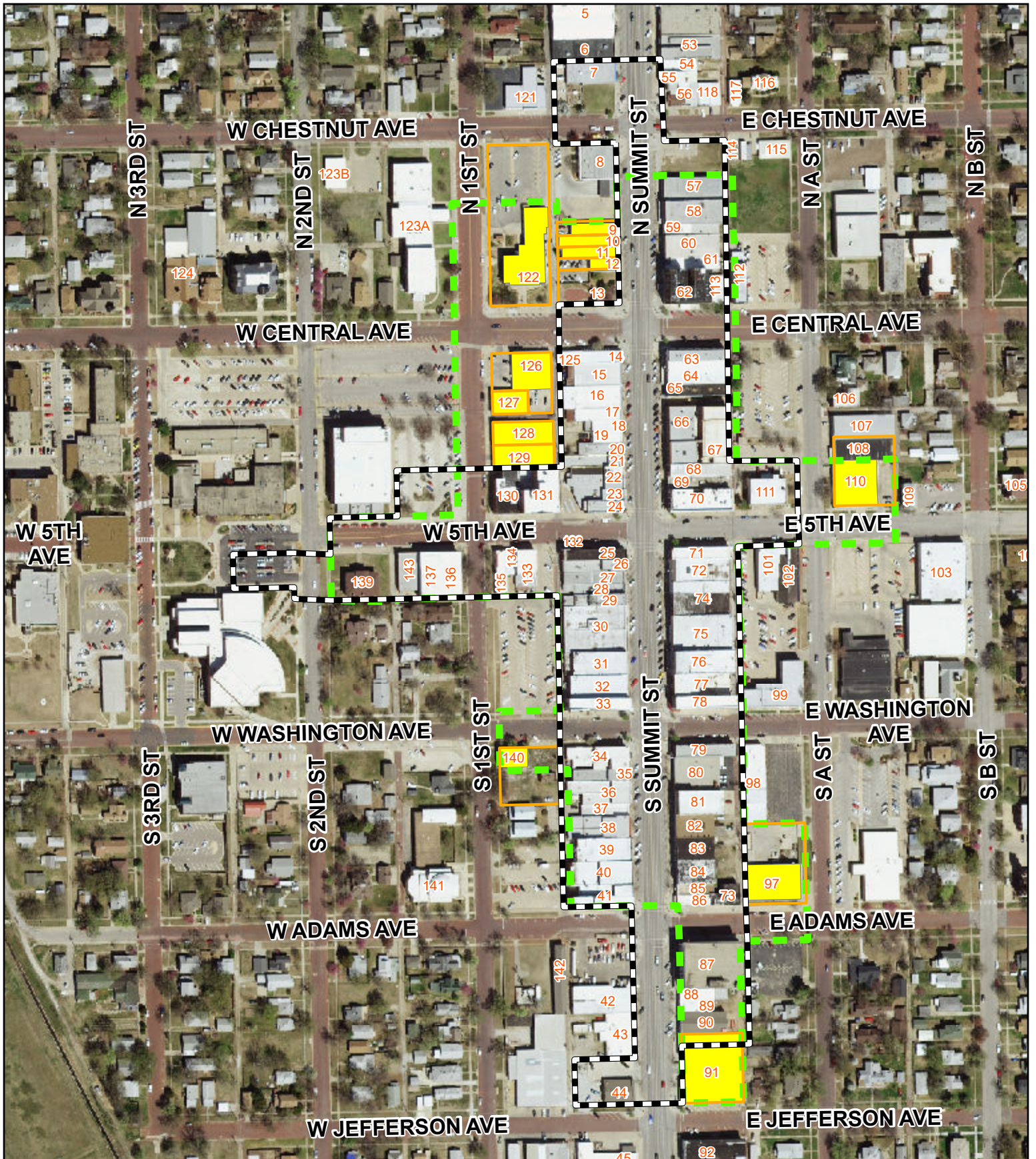
Image 8

Image 9

Image 10

PROPOSED CHANGES TO HISTORIC DIST

Section , Item 2.



Produced by the City of Arkansas City GIS using the best available data to date. The city makes no warranty or representation, expressed or implied, with respect to the data displayed.
Produced: February 07, 2019

- Existing Historic District
- Proposed Historic District
- Properties to be Added
- Buildings to be Added to District



City Commission Agenda Item

Meeting Date: January 21, 2025
From: Randy Frazer, City Manager
Item: Agreement No. 884-24 Federal-Aid Construction Engineering Inspection Services – Hike Bike Trail Project. No. 18 TE-0471-01

Motion: A Resolution authorizing the City of Arkansas City enter into Agreement No. 884-24 with Smith & Oakes, Inc. and the Kansas Department of Transportation (KDOT) for Federal-Aid Construction Engineering Services for Hike Bike Trail Project No. 18 TE-0471-01. **(Voice Vote)**

Purpose: To approve Agreement No. 884-24 between the City of Arkansas City, Smith & Oakes, Inc., and the Kansas Department of Transportation (KDOT) for construction engineering inspection services on Project No. 18 TE-0471-01, ensuring compliance with federal and state requirements and timely project completion.

Background: The City of Arkansas City (LPA) is undertaking Project No. 18 TE-0471-01 under the Federal-Aid Program administered by the Kansas Department of Transportation (KDOT). This project is funded through federal and state resources to construct and enhance the Hike-Bike Trail, promoting pedestrian and bicycle connectivity.

As the LPA does not have sufficient engineering staff to conduct the required construction engineering inspection services, the City has engaged Smith & Oakes, Inc., a qualified consulting engineering firm. The consultant will provide construction engineering services in compliance with KDOT standards, ensuring adherence to all applicable regulations and specifications.

Agreement No. 884-24 outlines the responsibilities of the parties involved, the scope of services, and the allocation of costs. Payment terms are as follows:

Basis of Payment:

1. The table below reflects the funding commitments of each Party under this Agreement. Costs and contributions are estimates for encumbrance purposes and may change. The LPA will notify the Bureau of Local Projects if costs increase by more than 10% over the estimate.
 - **Secretary's Responsibility:** 80% of Participating Costs of Construction Engineering (CE), including \$15,953.43 net fee, up to the upper compensation limit of \$130,377.66.
 - **LPA's Responsibility:** 20% of Participating Costs of CE until the Secretary's funding limit is reached; 100% of Participating Costs of CE after the Secretary's funding limit is reached; and 100% of Non-Participating Construction Engineering Costs.
2. The Consultant will be paid as set forth in the Specific Construction Provisions Attachment, which includes full compensation for services performed, labor, materials, supplies, equipment, and incidentals necessary to complete the work. The Consultant agrees to provide the LPA with expenditure status by sending copies of vouchers submitted to KDOT.
3. Extra work will be compensated separately per approved supplemental agreements.
4. The Consultant must submit its current indirect (overhead) cost rate annually for audit and adjustment by the Secretary as necessary.
5. Invoices and final statements shall itemize charges by individual projects if the Agreement covers multiple projects.
6. Final payment will be issued upon completion and acceptance of the work, and submission of all required documentation to KDOT.

Commission Options:

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

Fiscal Impact: Amount: **None. Prev. budgeted with matching funds under Resolution No. 2024-11-3656.**
See explanation below.

Fund: 68-Capital Improvement Department: 100-General Government Expense Code: 6220-Engineering

Included in budget Grant Bonds Other Not Budgeted

CIP Fund is not budgeted for this project, but this project has been in the planning stages for several years. The city is responsible for the associated LPA CE funding costs, as reflected in previously budgeted matching funds in the amount of \$269,000.00 under Resolution No. 2024-11-3656 Hike Bike Extension Phase 2.

Attachments: Resolution, KDOT Letter, Agreement

Approved for Agenda by:



Randy Frazer, City Manager

RESOLUTION NO. 2025-01-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO AGREEMENT NO. 884-24 BY AND BETWEEN THE CITY OF ARKANSAS CITY, SMITH & OAKES, INC., AND THE KANSAS DEPARTMENT OF TRANSPORTATION (KDOT), FOR FEDERAL-AID CONSTRUCTION ENGINEERING SERVICES FOR HIKE BIKE TRAIL PROJECT NO. 18 TE-0471-01.

WHEREAS, The City of Arkansas City (“LPA” or “Local Public Authority”) is undertaking Project No. 18 TE-0471-01 under the Federal-Aid Program administered by the Kansas Department of Transportation (KDOT) (“Secretary”); and

WHEREAS, As the LPA, the City does not have sufficient engineering staff to conduct the required construction engineering inspection services, therefore, the City has engaged Smith & Oakes, Inc., (“Consultant”) a qualified consulting engineering firm; and

WHEREAS, the parties mutually desire to enter into an agreement to make improvements to the Hike Bike Trail Project through the use of federal-aid contracting engineering services.

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

SECTION ONE: The Governing Body of Arkansas City, KS authorizes the City of Arkansas City to enter into an Agreement No. 884-24 by and between the City of Arkansas City, Smith & Oakes, Inc., and the Kansas Department of Transportation (KDOT) for Federal-Aid Construction Engineering Services for Hike Bike Trail Project No. 18 TE-0471-01. Such Agreement is attached hereto and incorporated by reference as if full set forth herein.

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

SECTION THREE: This Resolution shall be in full force and effect from 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 21st day of January 2025.

(Seal)

Chad Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-01-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on January 21, 2025, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



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

Calvin E. Reed, P.E., Secretary
Dawn M. Hueske, P.E., Bureau Chief

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

December 3, 2024

Project No. 18 TE-0471-01
City of Arkansas City

Chris Meinen, P.E.
Smith & Oakes, Inc.
110 W. Bryant Road
PO Box 696
Arkansas City, KS 67005

Dear Mr. Meinen:

Attached is the Cost Plus Net Fee Agreement for construction engineering inspection services on the above noted project that were prepared from your submitted proposal. The Agreement is a nineteen - (19) page document with the thirteen (13) special attachments. Please review the entire Agreement and specifically note how the authority to proceed is issued (Article II, A., (1)) and also note the basis of payment (Article III, A., (1) through (4) and Special Attachment No. 1 - Article III, A. through D.).

The Consultant should note Section V, Miscellaneous Provisions, Paragraph M, Conflict of Interest, which states the Consultant is prohibited from doing any of the work that is the construction contractor's responsibility.

The Agreement and Special Attachments should be signed and attested as follows:

1. Agreement - Page 17 - signed and attested by the **City**.
2. Agreement - Page 18 - signed and attested by the **Consultant**.
3. Attachment – Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions or Civil Judgements (26th page of this document_ – **Arkansas City** completes, signs and dates the form designated for the Consultant in the Attachments..
4. Attachment – Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions or Civil Judgements – **Consultant** completes, signs and dates the form designated for the Consultant in the Attachments..
5. Attachment – Certification Against Contingent Fees – **Consultant** completes, signs and dates.
6. Attachment -- Policy Regarding Sexual Harassment - **Consultant** signs and date.

Chris Meinen, P.E.
Project No. 18 TE-0471-01
Page 2
December 3, 2024

7. Attachment – Certificate of compliance with K.S.A. § 46-239(c) - Sheet 1 - **Consultant** answers questions sign and date.
8. Attachment – Certification Against Boycott of Israel - **Consultant** sign and dates.
9. Attachment – Certification Against Federal Lobbying - **Consultant** signs and dates.

The Consultant, after executing the Agreement should immediately forward the signed Agreement to the City. Arkansas City should execute the Agreement and email the digital copy to **Jen Brendel at Jennifer.M.Brendel@ks.gov in the Bureau of Local Projects and the Kansas Department of Transportation Legal Department at KDOT#OCC.contracts@ks.gov** as soon as possible. **At each stage, the agreement should be kept intact as a complete document. Signature pages must be kept with the agreement and not forwarded to KDOT separately.** Processing of the Agreement will continue as noted in federal regulations 23 C.F.R.172.

When the Agreement has been executed and dated by KDOT, the Consultant and the City will receive by email a scanned executed copy for your records. The Notice to Proceed Letter will come from the KDOT Field Engineer assigned to the Project.

Sincerely,

Dawn M. Hueske, Chief
Bureau of Local Projects

DMH:jmb
Enclosures

**AGREEMENT FOR
FEDERAL-AID CONSTRUCTION ENGINEERING
INSPECTION SERVICES BY CONSULTANT
(COST PLUS NET FEE CE AGREEMENT)**

CMS CONTRACT NO. _____

**PROJECT NO. 18 TE-0471-01
TA-T047(101)
CITY OF ARKANSAS CITY, KANSAS**

THIS AGREEMENT, effective the date it is signed by the Secretary or the Secretary's designee, is by and between **City of Arkansas City, Kansas** ("LPA" or "**Local Public Authority**"), as principal, and the consulting engineering firm of **Smith & Oakes, Inc.**, ("**Consultant**"), and the Secretary of Transportation of the State of Kansas acting by and through the **Kansas Department of Transportation** (KDOT) ("**Secretary**"). The LPA, the Consultant, and the Secretary are collectively referred to as the "Parties."

RECITALS

- A. The Secretary and the LPA previously executed an agreement (Agreement No. 104-19) related to this Project dated February, 9, 2021, which is incorporated by this reference as if set out in its entirety herein including, but not limited to, any funding maximums established by the Secretary for the Project in its entirety. The final design Plans and specifications for said Project are available in the KDOT Headquarters in Topeka.
- B. The Federal Government through its Department of Transportation (USDOT) and the Federal Highway Administration (FHWA), pursuant to Title 23, U.S. Code, has established a program of Federal-Aid to the states designated as the Federal-Aid Program, with a general purpose to increase the safety and capacity of roads in the United States.
- C. The LPA desires to accomplish this Federal-Aid project, with the aid of funds provided under Federal-Aid highway programs and the rules and regulations promulgated by the USDOT.
- D. The LPA does not have sufficient qualified engineering employees to accomplish the Construction Engineering Inspection Services on this Project within a reasonable time and the LPA deems it necessary to engage the professional services and assistance of a qualified consulting engineering firm to do the necessary Construction Engineering.
- E. The Consultant represents it is in full compliance with the statutes of the State of Kansas for registration of professional engineers and all personnel to be assigned to perform the Construction Engineering Inspection Services required under this Agreement are fully qualified to perform the Construction Engineering Inspection Services in a competent and professional manner.

- F. The Consultant has indicated it desires to perform the Construction Engineering Inspection Services set forth in this Agreement upon the terms and conditions set forth below.
- G. The LPA, Consultant, and the Secretary desire to set forth in this Agreement their understanding and agreements relating to the Construction Engineering and allocation of costs for the Project.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

A. DEFINITIONS

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Construction Contract”** means the written agreement between the Secretary and a Contractor, requiring the Contractor to construct or reconstruct a portion of the LPA's roadway system. The Construction Contract includes the invitation for bids, the notice to contractors, the proposal, the contract form, the contract bond, the Standard Specifications, the Special Provisions, the Project Special Provisions, the Plans, the drawings, the Notice to Proceed, the change orders, and the supplemental agreements made after the Secretary awards the Construction Contract.
- 3. **“Construction Engineering” or “(CE)” or “Construction Engineering Inspection Services” or “Services”** means the services necessary to inspect and monitor the construction of the Project as detailed here in this Agreement and in **Specific Construction Provisions Attachment**.
- 4. **“Consultant”** means Smith & Oakes, Inc., a Kansas Corporation, with its place of business located at 110 W. Bryant Road, Arkansas City, KS 67005, the consulting engineering firm and its authorized employees who will be performing the work required under this Agreement.
- 5. **“Contract Documents” or “Documents”** means the Standard Specifications, the Construction Contract, the Special Provisions, the Project Special Provisions, and the Plans.
- 6. **“Contractor”** means the individual, partnership, joint ventures, corporation, or agency undertaking the performance of the work designated under the terms of the Construction Contract.
- 7. **“District Construction Engineer”** means the KDOT District Construction Engineer who will perform KDOT's administrative functions on this Project.

8. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
9. **“Field Engineer”** means the KDOT Metro Engineer, the KDOT Field Engineering Administrator, the KDOT Area Engineer, the KDOT Construction Engineer, or Construction Manager.
10. **“KDOT”** means the Kansas Department of Transportation and its authorized representatives. KDOT shall mean the Secretary of the Kansas Department of Transportation or the Secretary.
11. **“Local Public Authority” or “(LPA)”** means the City of Arkansas City, Kansas, and its authorized employees with its place of business located at 118 W. Central Avenue, P.O. Box 778, Arkansas City, KS 67005.
12. **“Manuals”** means the current version of each of the following manuals: Construction Manual, the Form Manual, the CMS Procedures Manual, the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary, and all other documents KDOT requires for constructing or reconstructing projects, and all other documents KDOT requires for inspecting and monitoring projects.
13. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, and on behalf of the FHWA, reasonably determines are not Participating Costs.
14. **“Notice to Proceed”** means a written notice from KDOT authorizing the LPA to begin performance of Services.
15. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
16. **“Plans”** mean the final design plans, profiles, typical cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done by the Contractor.
17. **“Project”** means Project No. 18 TE-0471-01, consisting of 1.6 miles of construction of a 10 foot shared use path from Paris Park Pool to West Lincoln Avenue to Cowley Sports Complex and constructing a crosswalk on West Madison Avenue and US-166 in Arkansas City, Kansas, and for which the LPA needs Construction Engineering Inspection Services.
18. **“Project Special Provisions”** means the documents that modify the Standard Specifications for a particular Project.

19. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.
20. **“Special Provisions”** means the documents that modify the Standard Specifications for all Projects.
21. **“Standard Specifications”** means the current English edition of the KDOT Standard Specifications for State Road and Bridge Construction.

B. RESPONSIBILITIES OF THE CONSULTANT, LPA, AND SECRETARY

1. The Consultant shall perform the Construction Engineering Inspection Services necessary and incidental to the accomplishment of this Project to the satisfaction of KDOT, and as more fully detailed in the **Specific Construction Provisions Attachment**.
2. The Consultant shall furnish the Services, labor, materials, equipment, supplies, and incidentals, other than those hereinafter designated to be furnished by KDOT, necessary to conduct and complete the Services.
3. The Consultant agrees to provide the Services that shall be performed under this Agreement in accordance with the rules and guidelines developed for KDOT’s program for the Services and in accordance with the current edition of the Standard Specifications, Project Special Provisions, and Special Provisions. Further, the Consultant agrees Services shall be subject to review by KDOT at all times.
4. The Consultant will require all personnel comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel, as a minimum, while inspection is being performed.
5. The Consultant and/or LPA's principal contact with KDOT shall be with the Field Engineer in the construction field office.
6. The Consultant agrees the Services performed under this Agreement shall comply with all applicable federal and state laws and regulations.
7. The FHWA shall have the right to participate in all conferences and reviews.
8. The Consultant agrees compliance with all of the foregoing shall be considered to be within the purview of this Agreement and shall not constitute a basis for additional or extra compensation.
9. The District Construction Engineer will delegate a construction office to this Project where a KDOT Construction Engineer or Construction Manager will be assigned to determine compliance with applicable federal and state requirements of the Services.

10. The Consultant will designate a Project Engineer/Project Manager and other inspection personnel who are certified by KDOT in the appropriate classification to inspect all work performed and materials furnished. The Consultant may designate a Chief Inspector who will perform the duties and have the responsibilities of the Project Engineer/Project Manager. The Project Engineer/Project Manager is not authorized to alter, waive, or issue instructions contrary to the provisions of the Contract Documents. The Project Engineer/Project Manager is not to act as foreman for the Contractor; however, the Project Engineer/Project Manager shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by the Field Engineer.
11. The Project Engineer/Project Manager shall serve as the field supervisor of all Consultant personnel and Services performed under this Agreement, and to act as liaison between the Consultant and KDOT.
12. The Project Engineer/Project Manager shall transmit all reports and paperwork to communicate and coordinate with the Field Engineer.
13. Instructions issued by the Field Engineer will be transmitted through Project Engineer/Project Manager to the Contractor. If, in the absence of the Project Engineer/Project Manager, a matter needs prompt attention the Field Engineer will give the instructions to the Contractor and then notify the Project Engineer/Project Manager.
14. In the event of a controversy, the Project Engineer/Project Manager shall confer with the Field Engineer to determine a course of action.
15. In the event the Field Engineer and the Project Engineer/Project Manager cannot agree, the Field Engineer will promptly contact the District Construction Engineer of KDOT who will determine the course of action. If no solution is reached, the Secretary may make a determination on the matter which shall be binding on all Parties.
16. If financial assistance provided under this Agreement exceeds \$25,000.00, this Agreement is a covered transaction for purposes of 2 C.F.R. Part 180. By signature on this Agreement, the Consultant verifies that neither it nor its principals, [as defined by 2 C.F.R. Parts 180 and 1200] is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Consultant should be unable to certify to the statements in this certification, the Consultant shall attach an explanation to this submitted Agreement. A **Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment** will be attached to and made a part of this Agreement. 2 C.F.R. § 200.213.
17. The Consultant and the LPA agree to maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.

C. COORDINATION AND COOPERATION

1. The Consultant shall cooperate fully with KDOT, LPA, local, state, and federal agencies including the FHWA, the general public, utilities, railroad companies, private consultants, and Contractors when so requested by KDOT. Such cooperation may include the Consultant's attendance at conferences.

D. MEETINGS AND CONFERENCES

1. Conferences as may be necessary for the Services under this Agreement shall be scheduled between the Consultant, the LPA, and KDOT. These conferences may include an onsite review of the Project.
2. Conferences may be held upon the request of the Consultant, the LPA, KDOT, or the FHWA.

ARTICLE II

A. GENERAL

1. Written authority to proceed with the Services on any construction Project under this Agreement will be given to the Consultant by KDOT acting as the LPA's agent to the Consultant. Neither the LPA nor KDOT will be responsible for any Services performed by the Consultant prior to such authorization or liable for payment therefore.
2. Services performed under this Agreement will commence with attendance at a formal Construction Conference by the Consultant, the LPA, and KDOT, unless otherwise stated elsewhere in this Agreement or at the direction of the Field Engineer during an informal Construction Conference. Attendees at a formal Construction Conference shall include representatives of the LPA, KDOT's Field Engineer, and the Consultant's Project Engineer/Project Manager, and such other representatives as may be designated by each party to this Agreement. KDOT's Field Engineer will notify the LPA and the Consultant of the location, date, and time and will make necessary arrangements for the conference. Topics for discussion shall include scope of the Contractor's construction operations and anticipated schedule, review of necessary staffing by the Consultant, lines of communication and authority, equipment needs, standard practices of KDOT, and related subjects.
3. The Consultant shall attend the formal Construction Conference held between KDOT, the Contractor, and the involved utilities and agencies, unless otherwise stated elsewhere in this Agreement.
4. The Consultant shall have KDOT Certified Inspector(s) of the appropriate classification on this Project or plant site at all times when work which requires inspection is being performed. The inability of the Consultant to provide appropriate certified inspectors for this Project may, at the Secretary's discretion, give cause for termination of this Agreement by the Secretary.

5. This Agreement shall be considered completed upon notice of written release from KDOT unless previously terminated as provided in Article II, Section C.
6. Should KDOT deem it necessary for the Consultant to render additional Services for review of agreement items, conditions, claims, or litigation matters after completion of this Agreement, the Consultant agrees to cooperate and render requested Services.
7. A Close-Out Conference may be held upon completion of this Agreement to evaluate the performance of the Consultant. Attendees shall include the Field Engineer and Consultant's Project Engineer/Project Manager and such other representatives as may be designated by each party to this Agreement. KDOT will notify the Consultant of the location, date, and time and will make necessary arrangements for the conference. The evaluation shall consider the quality of the Consultant's work, adequacy of staffing, extent of corrections, cooperation, and related subjects.

B. DELAYS AND EXTENSIONS

Delays caused through no fault of the Consultant may be cause for extension of time in completion of the work. Time extensions may be granted by KDOT upon reasonable claim and justification by the Consultant and, when necessary, upon approval by the FHWA. Granted time extensions may also be cause for consideration of adjustments in payment where approved by KDOT in a supplemental agreement.

C. TERMINATION OF AGREEMENTS

1. KDOT reserves the right to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice. In the event this Agreement is terminated by KDOT without fault on the part of the Consultant, the Consultant shall be paid for the work performed or Construction Engineering Inspection Services rendered under Article III, Basis of Payment of this Agreement.
2. The Consultant may terminate this Agreement, in the event of substantial failure of other Parties to perform in accordance with the terms of this Agreement, and upon ten (10) days written notice in advance of the effective date of such termination received by all Parties to this Agreement.
3. In the event the Services of the Consultant are terminated by KDOT for fault, including, but not limited to, unreasonable delays in performance, failure to respond to KDOT requests, and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid the reasonable value of the Services performed or rendered and delivered to KDOT up to the time of termination. The value of the Services performed and rendered will be determined by KDOT. In the case of any dispute, as to payment arising under this Agreement, pertinent information will be submitted to a Review Committee for

resolution. The Review Committee will be comprised of a maximum of two (2) representatives from each of the Parties.

4. In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the Services, unless otherwise mutually agreed upon by the LPA, KDOT, and the survivors, in which case the Consultant shall be paid as set forth in Article III, Basis of Payment.

D. SUBLETTING OR ASSIGNMENT OF AGREEMENT

1. The Consultant shall not sublet or assign all or any part of the Services under this Agreement without the prior written approval of KDOT. Consent by KDOT to assign, sublet, or otherwise dispose of any portion of this Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement.
2. All the applicable terms and all attachments of this Agreement shall be a part of the assignment and remain in force and are a condition to any Services approved to be sublet or assigned by KDOT.

ARTICLE III

A. BASIS OF PAYMENT

1. The table below reflects the funding commitments of each Party under this Agreement. The Parties agree costs and contributions are estimates to be used for encumbrance purposes and may be subject to change. The LPA will notify the Bureau of Local Projects if costs increase by more than 10% over the estimate.

Party	Responsibility
Secretary	80% of Participating Costs of Construction Engineering (CE) including \$15,953.43 net fee up to the upper compensation limit of \$130,377.66.
LPA	20% of Participating Costs of CE until Secretary's funding limit is reached. 100% of Participating Costs of CE after Secretary's funding limit is reached. 100% Non-Participating Construction Engineering Costs.

2. The Consultant will be paid as set forth in the **Specific Construction Provisions Attachment**. Payment shall be full compensation for Services performed or rendered and for all labor, material, supplies, equipment, and incidentals necessary to complete the work. The Consultant agrees to provide the LPA with a status of expenditures by sending the LPA a copy of each voucher submitted to KDOT for payment. The LPA copy shall be marked "For Information Only."

3. The Consultant will be paid for extra work, if any, at the compensation set forth in an approved supplement to this Agreement covering such work. The extra work will be paid for separately and in addition to the foregoing amount listed in the **Specific Construction Provisions Attachment**.

4. The Consultant shall submit its current indirect (overhead) cost rate as soon as possible but in no event later than six (6) months after the Consultant's fiscal year ends. The Consultant's indirect (overhead) cost rate is established pursuant to 23 CFR 172.11(b)(1). The Secretary may audit the Consultant's overhead rate yearly. The Secretary may require the Consultant to provide certified financial statements or other documents substantiating the Consultant's overhead rates. If the overhead rate increases or decreases, then the Secretary may adjust previous payments to reflect the actual overhead rate for the relevant fiscal year.

5. Should this Agreement contain more than one (1) construction Project, any and all invoices and the final statement shall itemize charges by individual Projects.

6. Final payment of any balance due the Consultant of the ultimate gross amount earned will be made promptly upon its verification by KDOT, upon completion of the work under this Agreement and its acceptance by KDOT, and upon receipt of the survey notes, records, reports, final estimates, record drawings, Manuals, Contract Documents, guides, and other Documents required to be returned or to be furnished under this Agreement.

7. The terms governing compensation contained in this Agreement are to be read together with all applicable attachments, either attached hereto or incorporated by reference, including but not limited to the **Specific Construction Provisions Attachment**. Any terms found to be in conflict shall be resolved by the Secretary.

ARTICLE IV

A. AUDIT

1. Audit Requirements for Federal Awards. All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education, and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

2. Agency Audit. If the Audit Standards set forth in 2 C.F.R. Part 200 do not apply, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the LPA and the Consultant will participate and cooperate in the audit and shall make their records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

B. GENERAL

1. Written orders regarding the Services to be performed will be given by KDOT. Orders that do not change the scope of Services in this Agreement but increase or decrease the quantity of labor or materials or the expense of the Services shall not annul or void this Agreement.
2. The Consultant must proceed with the Services as directed by furnishing the necessary labor, equipment, materials, and professional Services to complete the Services within the time limits specified in schedules or as adjusted by agreement of the Parties.
3. If in the Consultant's opinion such work orders involve Services not included in the terms or scope of this Agreement, the Consultant must notify KDOT in writing of this opinion if extra compensation is desired, along with a copy to the LPA.
4. If in the Consultant's opinion such work orders would require the discarding or redoing of Services which was based upon earlier direction or approvals, the Consultant must notify KDOT in writing of this opinion, and that extra compensation is desired, along with a copy to the LPA.
5. Such notification by the Consultant to KDOT shall include the justification for extra compensation and the estimated amount of additional fee requested.
6. KDOT will review the Consultant's submittal for extra compensation and, if acceptable, a supplement to this Agreement will be executed. The Consultant shall only proceed with the Services for extra work upon prior written authorization by KDOT, which will be followed up with the execution of the supplemental agreement.

ARTICLE V

A. CONSTRUCTION ENGINEERING INSPECTION STANDARDS

1. The Consultant agrees all Services performed under this Agreement shall be done in accordance with the current rules and guidelines developed for the current KDOT Construction Engineering Inspection Services and in accordance with the current version of the Standard Specifications for State Road and Bridge Construction with Special

Provisions, and any necessary Project Special Provisions with the rules and regulations of the Federal Highway Administration pertaining thereto.

2. The Consultant agrees no variations in the Construction Engineering Inspection Standards will be permitted except by written concurrence from KDOT to the Consultant.

B. REVISION OF SPECIFICATIONS AND PLANS

1. KDOT may, by written notice and without invalidating this Agreement, make changes in the Construction Contract, the Standard Specifications, the Special Provisions, the Project Special Provisions, and the Plans resulting in the revision or abandonment of Services already performed by the Consultant or resulting in work by the Consultant not contemplated in this Agreement.
2. Claims by the Consultant for compensation for Services resulting from such revisions shall be submitted and processed in accordance with Article IV of this Agreement.

C. OWNERSHIP OF DOCUMENTS

1. All data provided to the Consultant by KDOT is the sole property of KDOT and is intended for use on this Project only. Any data provided shall not be disclosed to anyone outside the Consultants firm without the express, written permission of KDOT. Upon completion or termination of this Agreement all Manuals, Contract Documents, guides, written instructions, unused forms and record-keeping books, and other written data and information furnished to the Consultant by KDOT for the performance of this Agreement, and all survey notes, diaries, reports, records, and other information and data collected or prepared by the Consultant in the performance of this Agreement shall be properly arranged and delivered to KDOT, and shall become the property of KDOT.
2. All documents prepared by the Consultant pursuant to this Agreement are instruments of service in respect of this Project. They are not intended or represented to be suitable for reuse by the Secretary or others on extensions of this Project or on any other project.

D. CERTIFICATION AGAINST CONTINGENT FEES

1. The Consultant warrants they have not employed or retained any firm or person, other than a bonafide employee working solely for the Consultant to secure this Agreement, and they have not paid or agreed to pay any company or person, any fee, commission, percentage, brokerage fees, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. See **Certification Against Contingent Fees Attachment**.
2. For breach or violation of this warranty, KDOT, in consultation with the LPA, shall have the right to annul this Agreement without liability.

E. CERTIFICATE REGARDING SEXUAL HARASSMENT

The Consultant agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the **Policy Regarding Sexual Harassment Attachment**, which is attached to and made a part of this Agreement.

F. CERTIFICATE OF COMPLIANCE WITH K.S.A. § 46-239(c)

The Consultant certifies it is in compliance with K.S.A. § 46-239(c) Disclosure Statements by signing the **Certificate of Compliance Attachment**, which is attached to and made a part of this Agreement.

G. CERTIFICATE REGARDING NO BOYCOTT OF ISRAEL

If the total value of this Agreement exceeds \$100,000.00, a **Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel Attachment** will be included with this Agreement and be made a part thereof.

H. AGREEMENT ITEMS

The Consultant and KDOT understand and agree the Construction Contract, the Standard Specifications, the Special Provisions, the Project Special Provisions, and the Plans, as available, and the Agreement estimate, and other attachments as listed in the Index of Attachments are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

I. ACCESS TO RECORDS

1. The Consultant and any subcontractors to the Consultant agree to maintain for inspection and audit by the LPA, KDOT, and the FHWA all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at their respective offices at all reasonable times during the life of this Agreement and for three (3) years from the date of the final federal payment to KDOT under this Agreement, and to furnish copies, if requested.
2. If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of the requesting agency.
3. The Consultant will maintain these materials at the Consultant's offices noted in the **Specific Construction Provisions Attachment**.

J. LEGAL RELATIONS

1. The Consultant shall become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances, and regulations.

2. The Consultant shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the Consultant's performance of Services under this Agreement.
3. The Consultant shall have the sole responsibility for accuracy and adequacy of the Services for the Project. Any review by KDOT of the Services is not intended to and shall not be construed to be an undertaking of the Consultant's duty to provide Services for the Project. Any such oversight or review by KDOT is not done for the benefit of the Consultant, Construction Contractor, the LPA or other political subdivisions, or the traveling public. KDOT makes no representation, or express or implied warranty to any person or entity concerning the adequacy or accuracy of the Consultant's Services or any other work performed by the Consultant or the LPA.
4. The Parties agree no third-party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

K. WORKERS' COMPENSATION AND OTHER EMPLOYEE PROVISIONS

The Consultant will accept full responsibility for payment of Unemployment Insurance, Workers' Compensation, and Social Security as well as income tax deductions and any other taxes or payroll deductions required by state and federal law for the Consultant's employees engaged in work authorized by this Agreement.

L. NEGLIGENCE ACTS, ERRORS, OR OMISSIONS

1. The Consultant shall be responsible for the accuracy of the work performed by the Consultant under this Agreement and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors, or omissions without additional compensation.
2. The Consultant shall give immediate attention to these revisions or corrections to prevent or minimize delay to the Contractor.
3. The Consultant shall be responsible for any damages incurred as a result of their negligent acts, errors, or omissions and for any losses or costs to repair or remedy construction.

M. CONFLICT OF INTEREST

1. The Consultant warrants they have no public or private interest and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under this Agreement. Specifically, the Consultant is prohibited from performing contractor construction staking or any other work that is the construction Contractor's responsibility on this Project.

2. The Consultant will not, without written permission from KDOT, engage the services of any person(s) in the employment of KDOT for any work required by the terms of this Agreement.

N. CONTRACTUAL PROVISIONS ATTACHMENT

The provisions found in the current version of **Contractual Provisions Attachment (DA-146a)**, which is attached, are hereby incorporated into and made a part of this Agreement.

O. HOLD HARMLESS CLAUSE

1. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Consultant hereby expressly agrees to indemnify, hold harmless and save the LPA, the LPA's authorized representatives, the Secretary, and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Consultant, its agents, employees, or subcontractors which may result from negligent acts, errors, or omissions from the Consultant's operation in connection with the Construction Engineering Inspection Services to be performed hereunder.
2. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA hereby expressly agrees to indemnify, hold harmless and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, and damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, its agents, employees, or subcontractors which may result from negligent acts, errors, or omissions from the LPA's operation in connection with the Services to be performed hereunder.

P. CORRELATION, INTERPRETATION, AND INTENT OF THE AGREEMENT

The correlation, interpretation, and intent of the Agreement Documents, including the Agreements and Attachments thereto, shall be as follows:

1. The Agreement, the Notice to Proceed, and all supplemental agreements shall be defined as the Agreement Documents.
2. The Agreement Documents comprise the entire Agreement between the Secretary, the Consultant, and the LPA. They may be altered only by supplemental agreement.
3. The Agreement Documents are complimentary; that is, what is called for by one is binding as if called for by all. If the Consultant or the LPA finds a conflict, error, or discrepancy in the Contract Documents, the Consultant, or the LPA will call it to the Secretary's attention before proceeding with the work affected thereby. In resolving such

conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Supplemental Agreement, Agreement, and Notice to Proceed.

Q. BINDING AGREEMENT

It is further understood this Agreement and all other agreements entered into under the provisions of this Agreement shall be binding upon the Parties to this Agreement and their successors in office.

R. BUY AMERICA COMPLIANCE

The Parties agree to comply with the Buy America requirements of 23 C.F.R. § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

S. PROHIBITED USE OF CERTAIN TECHNOLOGIES

All Parties agree that they will comply with 2 C.F.R. §§ 200.216 and 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

T. CERTIFICATION AGAINST FEDERAL LOBBYING

If the total value of this agreement exceeds \$100,000.00, a **Certification for Federal Aid Contracts and accompanying Disclosure of Lobbying Activities Attachment** will be attached to and made part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

U. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

W. CIVIL RIGHTS ACT

The **Civil Rights Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

X. INCORPORATION OF DOCUMENTS

All Attachments listed and checked on the Index of Attachments are made a part of and incorporated into this Agreement.

(This space is intentionally left blank)

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers.

RECOMMEND FOR APPROVAL:

ARKANSAS CITY, KANSAS:

City Engineer

Mayor

ATTEST:

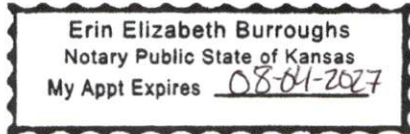
City Clerk (Date)

(SEAL)

ATTEST:

By: Erin Burroughs 01-09-25
(Date)
Name: Erin Burroughs
Title: office manager

SMITH & OAKES, INC.
By: [Signature]
Name: CHRIS MEINEN
Title: PRESIDENT



KANSAS DEPARTMENT OF
TRANSPORTATION
SECRETARY OF TRANSPORTATION

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

- Specific Construction Provisions
- Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments
- Certification Against Contingent Fees
- Policy Regarding Sexual Harassment
- Certificate of Compliance with K.S.A. § 46-239(c)
- Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel
- Contractual Provisions Attachment (DA-146a)
- Certification for Federal Aid Contracts and accompanying Disclosure of Lobbying Activities
- Civil Rights Act
- Listing of KDOT Certified Inspectors
- Estimate of Engineering Fee / Work Estimate Form
- Certification of Final Indirect Cost
- Certificate of Tax Clearance

*Note – If left unchecked, then inapplicable.

SPECIFIC CONSTRUCTION PROVISIONS

ARTICLE I SCOPE OF SERVICES (CONSTRUCTION ENGINEERING INSPECTION SERVICES TO BE PERFORMED BY THE CONSULTANT)

A. THE CONSULTANT AGREES TO THE FOLLOWING:

- (1) Attend all conferences designated by KDOT or required under the terms of this Agreement.
- (2) Designate a Project Engineer/Project Manager who shall meet KDOT's certification policy and report and transmit Project activity and documents to KDOT's Field Engineer.
- (3) Assign KDOT Certified Inspector(s) of the appropriate classifications to the Project to perform the services required under this Agreement in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of KDOT, the Contract Documents, and the Contractor's proposed schedule of operations prior to beginning field services to be performed under this Agreement.
- (5) Perform the Consultant's field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the Consultant's services and to check or test it prior to use on the Project.
- (7) Provide for Consultant personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under this Agreement.
- (8) Transmit orders from KDOT to the Contractor and provide guidance in the interpretation of the Contract Documents.
- (9) Transmit orders from KDOT to the Contractor and provide guidance in the proper interpretation of the Contract Documents.
- (10) Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.
- (11) Inspect all phases of construction operations to determine the Contractor's compliance with the Contract Documents and to reject such work and materials, which do not comply with the Contract Documents until any questions at issue, can be referred to and be decided by the KDOT's Field Engineer.
- (12) Take field samples and/or test materials to be incorporated in the work and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

- (13) Make certain that test report records or certificates of compliance for materials tested off the Project site and required, prior to the incorporation in the work, have been received.
- (14) Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including the Consultant's Project Engineer/Project Manager and Chief Inspector's diaries.
- (15) Measure and compute all materials incorporated in the work and items of work completed and maintain an item account record.
- (16) Provide measurement and computation of pay items.
- (17) Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by KDOT and as are applicable to the Project, which may include:
 - a. Progress Reports
 - b. Weekly statement of working days
 - c. Notice of change in construction status
 - d. Report of field inspection of material
 - e. Test report record
 - f. Contractor pay estimates
 - g. Pile driving data
 - h. Piling record
 - i. Final certification of materials
 - j. Explanation of quantity variation
 - k. Other reports as required by the Project
- (18) Review, or assist in reviewing, all Contractor submittals of records and reports required by KDOT, as applicable to the Project, which may include:
 - a. Requests for partial and final payment
 - b. Other reports and records as required by the individual Project
- (19) Prepare and submit if desired by the Consultant, partial payment invoices for services rendered by the Consultant, but not to exceed one submittal per month.
- (20) Collect, properly label or identify, and deliver to KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the Consultant in the performance of this Agreement, upon completion or termination of this Agreement.
- (21) Return, upon completion or termination of this Agreement, all Contract Documents, Manuals, written instructions, unused forms and record keeping books, and other documents and materials furnished by KDOT. The Consultant shall be responsible for replacing lost documents or materials at the price determined by KDOT.
- (22) Prepare and submit a certification of Project completion.
- (23) Prepare and submit a final payment voucher for services rendered by the Consultant.

(24) Prepare and deliver (when Project is completed) one copy of major changes to the Plans (by letter) to KDOT. The letter should contain such items as the following:

- a. Earthwork and Culverts
 1. A revised list of benchmarks
 2. Location of government benchmarks
 3. Major changes in alignment
 4. Major changes in grade line
 5. Established references on cornerstones
 6. Major changes in location of drainage structures
 7. Major changes in flow-line of drainage structures
 8. Drainage structures added or deleted
 9. Any change of access control

- b. Bridges
 1. Changes in stationing
 2. Changes in type, size or elevation of footings
 3. Changes in grade line

B. THE SECRETARY AGREES TO THE FOLLOWING:

- (1) Make available to the Consultant sufficient copies of the Contract Documents, shop drawings, plan revisions, written instructions and other information and data considered by KDOT to be necessary for the Consultant to perform the Construction Engineering Inspection Services under this Agreement, for the Project.
- (2) Provide for the use of the Consultant a sufficient supply of the blank diaries, logs, record keeping books, and reporting forms considered by KDOT to be necessary for the Consultant to perform the Construction Engineering Inspection Services under this Agreement.
- (3) Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract, for the occupancy and use of the Consultant until completion of the construction work.
- (4) Perform or provide for laboratory testing of materials requiring off-site testing facilities and obtain test reports or certificates of compliance hereof.
- (5) Perform weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.
- (6) Designate a Field Engineer Coordinator in the Construction Office with the duties and responsibilities set forth in Article I, Section C of this Agreement.
- (7) The Secretary reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

ARTICLE II PROSECUTION AND PROGRESS

- (1) It is anticipated the Construction Engineering Inspection Services to be performed under the Construction Contract will start in 2024 and be completed by 2025.
- (2) The Consultant shall complete all of the Construction Engineering Inspection Services to be rendered under this Agreement no later than two months after completion of Project construction. Failure to comply may result in disqualification of the Consultant's Project Engineer/Project Manager or Chief Inspector until proper documentation is submitted and accepted.

ARTICLE III BASIS OF PAYMENT

- (1) Compensation of Construction Engineering Inspection Services provided by the Consultant under the terms of this Agreement shall be made on the basis of the reimbursable Consultant's actual cost plus a net fee amount of **\$15,953.43**. The actual cost shall be incurred in conformity with the cost principles established in Volume 1, Chapter 7, Section 2 of the Federal-aid Highway Policy Guide and 48 C.F.R. pt. 31 *et seq.* The upper limit of compensation for the Construction Engineering Inspection Services detailed in this Agreement shall be **\$130,377.66**.
- (2) Compensations for Construction Engineering Inspection Services during the progress of work normally will be made to the Consultant within 30 days after receipt by the Secretary of proper billing and when supported by appropriate documentation. The Consultant may not request partial payments at intervals of more than one per calendar month. Progress billings shall be acceptable to the Secretary before payments can be made to the Consultant. Unless extra Construction Engineering Inspection Services has been authorized by the Secretary, the total of the final payment and previous payments can not exceed the upper limit of compensation approved for the Construction Engineering Inspection Services. If extra Construction Engineering Inspection Services has been authorized it will be reimbursed as per the terms of the supplemental agreements(s).
- (3) The Secretary will pay 100 percent of all partial billings up to 95 percent of the upper limit of compensation. Any further amount due will be held until the KDOT field office obtains all deliverables (field books, CMS disks, as-built plans, etc.) from the Consultant. When all deliverables are received by KDOT the remainder due may be paid if requested by the Consultant minus a \$500.00 retainage or the amount earned in excess of 95 percent of the upper limit, whichever is less. If partial payments never reach 95 percent of the upper limit, the Consultant may request payment of 100 percent of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the Consultant when this Agreement has been audited by KDOT.
- (4) The Secretary will reimburse the Consultant for the approved voucher amount up to the upper limit of compensation (or upper limit plus any amount approved by a revised supplemental) for Construction Engineering Inspection Services detailed in this Agreement. The payments will be made provided the LPA has submitted to KDOT the estimated LPA's share of the Project cost and the LPA's estimated share of the Construction Engineering cost.
- (5) If this Agreement's upper limit of compensation exceeds the amount approved by the FHWA, KDOT will reimburse the Consultant for the approved voucher fee (not to exceed this

Agreement's upper limit of compensation unless authorization has been granted and included in a revised supplemental agreement for the Construction Engineering Inspection Services). The LPA will reimburse KDOT for fees voucher by the Consultant and approved by KDOT up to the upper limit of compensation in this Agreement that may exceed the FHWA's approved amount unless provisions are provided for payment under state law.

ARTICLE IV MISCELLANEOUS PROVISIONS

A. AUTHORIZED REPRESENTATIVES

- (1) The Field Engineer for KDOT will be A. J. Wilson, whose work address is 7093 U.S.160, Winfield, KS 67256 and work telephone is (620) 705-6392.
- (2) The Project Engineer/Project Manager for the Consultant will be Ryan McCune, Certification Number N/A (expiration date is N/A), whose work address is 110 W. Bryant Road, P.O. Box 696, Arkansas City, 67005 and work telephone is (316) 734-6569-01.
- (3) The Chief Inspector for the Consultant will be Chris Meinen, Certification Number 336200 (expiration date is October 7, 2029), whose work address is 110 W. Bryant Road, P.O. Box 696, Arkansas City, 67005 and work telephone is (620) 441-4110.
- (4) The contact person for the LPA will be Randy Frazer whose work address is 118 W. Central Avenue, P. O. 778, Arkansas City 67005 and work telephone is (620) 441-4414.

B. ACCESS TO RECORDS

- (1) All documents and evidence pertaining to costs incurred under this Agreement will be available for inspection during normal business hours in the Consultant's office, located at 110 W. Bryant Road, P.O. Box 696, Arkansas City, 67005, for a period of three (3) years following final Agreement payment.

For Consultant

**Certification by Prospective Participants as to current history regarding deb
eligibility, indictments, convictions, or civil judgments**

CHRIS MEINEN, PRESIDENT

President, Chairman, or Authorized Official

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, SMITH & OAKES, INC.

Agency or Company

or any person associated therewith in the capacity of _____

*Owner, partner, director, officer, principal investigator, project director, manager, auditor,
or any other position involving the administration of federal funds*

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions _____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions.

[Signature]
Signature

Sworn to before me, a Notary Public in and for the County of Cowley, State of Kansas this 9 day of January, 2025.

[Signature]
Notary Public

My Commission expires 08-04-2027

Erin Elizabeth Burroughs
Notary Public State of Kansas
My Appt Expires 08-04-2027

For LPA

**Certification by Prospective Participants as to current history regarding deb
eligibility, indictments, convictions, or civil judgments**

President, Chairman, or Authorized Official

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, _____

Agency or Company

or any person associated therewith in the capacity of _____

*Owner, partner, director, officer, principal investigator, project director, manager, auditor,
or any other position involving the administration of federal funds*

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions _____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions.

Signature

Sworn to before me, a Notary Public in and for
the County of _____, State of _____
this _____ day of _____, 20 ____.

Notary Public

My Commission expires _____

CERTIFICATION OF CONTRACTOR

I hereby certify that I am CHRIS MEINEN, PRESIDENT and duly authorized representative of SMITH & OAKES, INC. (CONTRACTOR) and that neither I nor the above agency I here represent has:


- (a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the CONTRACTOR) to solicit or secure this Agreement,
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the CONTRACTOR) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement and is subject to applicable State and Federal laws, both criminal and civil.

1/9/25

(Date)



Name: CHRIS MEINEN
Title: PRESIDENT

Policy Regarding Sexual Harassment

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

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

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

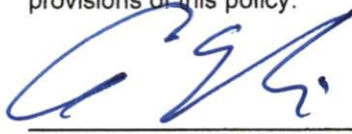
WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

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

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

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

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

 1/9/25

Signature and Date

CHRIS MEINEN

Printed Name

KANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL ATTACHMENT

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c)

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name _____

Business phone _____

Address (Street, City, State, Zip Code)

Purpose of Employment: _____

Method of determining compensation: _____

or

 X No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: CHRIS MEINEN

Date: 1/9/25

Contract/
Project No: _____
(if applicable)

County: _____
(if applicable)

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

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.



Signature, Title of Contractor

1/9/25

Date

CHRIS MEINEN

Printed

SMITH & OAKES, INC.

Name of Company

State of Kansas
 Department of Administration DA-146a
 (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

REQUIRED CONTRACT PROVISION
CERTIFICATION - FEDERAL FUNDS - LOBBYING

Definitions

1. Designated Entity: 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.
2. Federal Grant: An award of financial assistance by the federal government (Federal Aid Highway Program is considered a grant program).
3. Influencing (or attempt): Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant.
4. Person: An individual, corporation, company, association, authority, firm, partnership, society, State or local government.
5. Recipient: All contractors, subcontractors or subgrantees, at any tier, of the recipient of funds received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated federal funds to influence federal contracting. Under this new section no appropriated funds may be used by the recipient of a federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this certification is required for participation in this project by federal law. For each failure to file a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401 "DISCLOSURE OF LOBBYING ACTIVITIES", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Local Projects.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this CERTIFICATION states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this CERTIFICATION submitted in regard to this contract.

The maker certifies that: No federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any federal grant or the extension, continuation, renewal, amendment or modification of any federal grant.

In the event that the maker subcontracts work in this contract, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

DATE: _____

1/9/25

BY: _____



CHRIS MEINEN, PRES.
SMITH & OAKES, INC.

**KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT**

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

Updated: 14-Oct-24 12:55 PM

Listing of Inspection Staff for Smith & Oakes, Inc.

The following list of personnel are available to perform the work on Project 018 TE-0471-01 when required.

Certification and Expiration Dates

Name	Cert. No.	INSPECTION								TESTING							
		BI	API	CPI	STR	PDI	DSI	CSW	AGF	AGL	ACI CF	HCP	PO	SF	SOF	NUC	QC/QA ASPHALT
Chris Meinen	336200	X	X	X	X												

WORK ESTIMATE FORM

Cost plus Net Fee

Work Scope Defined by Project Plans **Date** 10/9/2024

Consultant's Name Smith & Oakes, Inc. Project No. 018 TE-0471-01

Mailing Address 110 W. Bryant Rd. County/City Cowley / Arkansas City

Arkansas City, KS 67005 Working Days 80

Work Estimate No. _____ CMS Contract No. _____

Project Location Arkansas City Hike & Bike Trail - Phase 2

Name of Project Eng'r/Manager Ryan McCune Phone Number (316) 734-6569

Name of Chief Inspector Chris Meinen Phone Number (620) 441-4110

1. Pre-construction preparation	Eng'r(s) &/or Mang.	20 @	\$78.00 =	\$1,560.00
	Tech'n(s)	10 @	\$36.00 =	\$360.00
	Tech'n(s) OT	0 @	\$54.00 =	\$0.00
	Clerical	10 @	\$22.00 =	\$220.00
Subtotal				\$2,140.00

2. Field Inspection daily contract documents	Eng'r(s) &/or Mang.	40 @	\$78.00 =	\$3,120.00
	Tech'n(s)	600 @	\$36.00 =	\$21,600.00
	Tech'n(s) OT	120 @	\$54.00 =	\$6,480.00
	Clerical	10 @	\$22.00 =	\$220.00
Subtotal				\$31,420.00

3. On-site Testing	Eng'r(s) &/or Mang.	10 @	\$78.00 =	\$780.00
	Tech'n(s)	80 @	\$36.00 =	\$2,880.00
	Tech'n(s) OT	20 @	\$54.00 =	\$1,080.00
	Clerical	10 @	\$22.00 =	\$220.00
Subtotal				\$4,960.00

4. Surveying	Eng'r(s) &/or Mang.	0 @	\$78.00 =	\$0.00
	Tech'n(s)	0 @	\$36.00 =	\$0.00
	Tech'n(s) OT	0 @	\$54.00 =	\$0.00
	Clerical	0 @	\$22.00 =	\$0.00
Subtotal				\$0.00

5. Final Paper Preparation	Eng'r(s) &/or Mang.	10 @	\$78.00 =	\$780.00
	Tech'n(s)	0 @	\$36.00 =	\$0.00
	Tech'n(s) OT	0 @	\$54.00 =	\$0.00
	Clerical	10 @	\$22.00 =	\$220.00
Subtotal				\$1,000.00

Total Direct Payroll Costs \$39,520.00

Exhibit B-1
Page 2 of 2

Summary Total Direct Payroll Costs

	Hours	Rate	Extension
Eng'r(s) &/or Mang.	80 @	\$78.00 =	\$6,240.00
Tech'n(s)	690 @	\$36.00 =	\$24,840.00
Tech'n(s) OT	140 @	\$54.00 =	\$7,560.00
Clerical	40 @	\$22.00 =	\$880.00
Total Direct Payroll Costs			\$39,520.00
B. Salary Related Overhead	<u>169.12</u> %		\$66,836.22
C. Total Payroll plus Overhead			\$106,356.22
D. Net Fee			\$15,953.43
E. Direct Expenses (Travel, Postage, Misc.)			
Per Diem & Subsistence	Days 0 @	\$180 =	\$0.00
Mileage	miles	\$0.67/mile	
Auto	0 @	\$0.670	\$0.00
Pickup	4400 @	\$0.670	\$2,948.00
Postage	4 @	\$80.00	\$320.00
30 Trips to PEC Field Services for Concrete Sample Tes (10 Samples @ \$15/ea per trip)	30 @	\$150.00	\$4,500.00
Equipment Rental (Details \$500 +)	1 @	\$300.00	\$300.00
Total Other Direct Expenses			\$8,068.00
TOTAL COST PLUS NET FEE ESTIMATE			\$130,377.66

Consultant Representative  Date 10-9-24

LPA Authorized Representative _____ Date _____

Approving KDOT Representative _____ Date _____

Certification of Final Indirect Costs

Firm Name: SMITH & OAKES, INC.

Indirect Cost Rate Proposal: _____

Date of Proposal Preparation (mm/dd/yyyy): 10-9-24

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/24 - 12/31/24

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official (Print): CHRIS MEINEN

Title: PRESIDENT

Date of Certification (mm/dd/yyyy): 10-9-24



Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.gov

CERTIFICATE OF TAX CLEARANCE

Smith & Oakes, Inc.
DBA as Smith & Oakes, Inc.

ISSUE DATE
09/03/2024

TRANSACTION ID
TKTE-S5D2-AYHD

CONFIRMATION NUMBER
CABR-MXHS-45YT

TAX CLEARANCE VALID THROUGH 12/02/2024

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*



City Commission Agenda Item

Meeting Date: January 21, 2025
From: Tiffany Parsons, City Clerk
Item: Comprehensive Fee Schedule Update

Purpose: A Resolution adopting by reference the City’s 2025 Comprehensive Fee Schedule and repealing Resolution No. 2024-08-3641. **(Voice Vote)**

Background:

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

The proposed changes can be found on the attached document. All changes have been listed in red. There are no other changes to the comprehensive fee schedule.

Changes include:

- **Environmental Services Fees:** Add department and reclassified water meter & sewer utility rates
- **Neighborhood Services:** Update to reflect 2024 International Residential Code
- **Public Services Water Utility, General Fees, & Sanitation:** Updated rate structure forecast thru 2029.

Commission Options:

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

Attachments: Redlined draft copy of the updated 2025 Comprehensive Fee Schedule

Approved for Agenda by:

Randy Frazer, City Manager

A RESOLUTION ADOPTING BY REFERENCE THE CITY’S 2024 COMPREHENSIVE FEE SCHEDULE AND REPEALING RESOLUTION NO. 2024-08-3641.

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

WHEREAS, updates include document reformatting, revisions to Environmental Services, Neighborhood Services, Parks & Facilities Special Event, and Public Services Water Utility, General and Sanitation fees.

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

SECTION ONE: The Governing Body of the City of Arkansas City hereby repeals Resolution No. 2024-08-3641.

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

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 21st day of January 2025.

(Seal)

Chad Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-01-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on January 21, 2025, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



City of Arkansas City Comprehensive Fee Schedule



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

Adopted by Resolution No. 2025-01-_____

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Arkansas City Fire Department | EMS

I. Ambulance:

- A. Advanced Life Support, Category 1 (ALS-1):\$850.00
- B. Advanced Life Support, Category 2 (ALS-2):.....\$925.00
- C. Basic Life Support (Emergent):\$825.00
- D. Basic Life Support (Non-Emergent):\$775.00
- E. Fall Recovery/Medical Assist:\$100.00
- F. Loaded Mileage – Per Mile:\$ 25.00
- G. Treat – No Transport:\$150.00
- H. Waiting Time – Per Hour:\$ 50.00

II. Miscellaneous:

- A. Consumer Fireworks Temporary Use Permit Base Fee (500 sq. ft. or less):\$2,500.00
- B. Per Square Foot Over 500 Square Feet: \$2.00 up to \$5,000.00
- C. CPR Class Session:\$ 60.00
- D. Heart Saver Class:\$ 80.00
- E. Temporary Discharge of Fireworks Permit:\$150.00

III. Reports:

- A. Fire-EMS Reports:\$ 20.00

Arkansas City Police Department | General Fees

- I. Reports**
 - A. Police Reports (Cover Sheet of Offense Report)No Charge
- II. Fingerprints**
 - A. Per Set\$20.00
- III. Electronic Media**
 - A. DVD, CD, Digital Photos, etc., Form of Data\$25.00
- IV. Open Records Request Fees**
 (Search Cost/Hourly Rates (Minimum 15 Minutes):
 - A. Staff (Each 15 Minute Increment)\$4.00
 - B. Administrative (Each 15 Minute Increment)\$6.00
 - C. Computer Staff (Each 15 Minute Increment)\$6.00
 - D. Photocopies – Black & White (per page)\$0.25
 - E. Photocopies – Color (per page)\$0.50
 - F. City Attorney ReviewActual Cost
- V. Police Security**
 - A. Two Hour Minimum Per Employee; only available for alcohol events at the Agri-Business Building or other special events subject to Police Chief approval\$45.00
 - 1. And after two hour minimum is met, the employee’s time shall be charged at.....1/100 per Hour

Environmental Services | Sewer Utility

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

I. Sewer Service Rate

- A. The following rates are established for all customers for the use of the City's sewerage system:

Description	2025	2026	2027	2028	2029
Base Charge (Includes first 2,000 Gal.)	\$32.61	\$33.34			
Per Thousand Gallons (Over 2,000 Gal.)	\$6.09	\$6.23			

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

Description	Fee:
New Sewer Service Tap	\$200.00
New Saddle for Existing Sewer Line & Tap	\$110.00

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

Environmental Services | Water Meter

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

I. Water Meters

- A. To reinstall a 1" (one inch) or smaller meter into an existing meter pit, a fee of \$450.00 will need to be paid before the service order is created for the meter reinstall.

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

II. Fire Services Detector Check

- A. A licensed contractor will do their own tap into the fire main to install a fire service line. The licensed plumbing contractor must provide the following material for Fire Service Detector Check Valves:
- Vault
 - Meter/Detector Check (Meter needs to be a 5/8" Sensus Ipearl with MXU)
- B. A licensed plumbing contractor will do the tap into the fire main.

Fire Services Detector Check Valve Fees	
4" Fire Services Detector Check Valve*	\$2,500.00
6" Fire Services Detector Check Valve*	\$3,800.00
8" Fire Service Detector Check Valve*	\$5,000.00
12" Fire Service Detector Check Valve*	\$8,000.00
* Costs include detector check valve and installation in customers vault only. All piping, valves and vault shall be the responsibility of the contractor.	

III. Hydrant Meters

- A. Requests to have meters installed for commercial or residential use can be done with the Neighborhood Services Division.
- B. A three-inch meter can be installed on a hydrant for commercial work with a deposit of \$2,000. The deposit will go towards the water consumption billing. A refund will be issued if water consumption billing is less than the \$2,000 deposit.
- C. A one-inch meter can be installed on a hydrant for residential use with a \$500 deposit. The deposit will go towards the water consumption billing. A refund will be issued if the water consumption billing is less than the \$500 deposit.

General Government | Alcoholic Liquor

- I. Agri-Business Building**
 - A. Consumption Permit Fee (Per Day-Per Event)\$ 25.00

- II. Cereal Malt Beverage**
 - A. Consumption on Premises.....\$150.00
 - B. Inspection Fee\$ 25.00
 - C. Consumption off Premises\$ 50.00
 - D. Department of Revenue Stamp\$ 25.00
 - E. Temporary License.....\$ 50.00

- III. Alcoholic Liquor – Biennial License**
 - A. Consumption on Premises.....\$400.00
 - B. Consumption off Premises\$600.00
 - C. Temporary License\$ 50.00

- IV. Caterers**
 - A. Biennial License\$400.00

General Government | Miscellaneous Fees

I. Licenses

A.	Bus License	\$ 10.00/Year
B.	Carnival or Circus Operation within City Limits License	\$ 25.00/Day
C.	Clairvoyants License:	
	1. Daily	\$ 10.00
	2. Yearly.....	\$150.00
D.	“Going Out of Business Sale” License	\$ 25.00
E.	Impounding Sign Recovery (within 30 days)	\$ 25.00/Sign
F.	Junk Dealers License	\$100.00
G.	Open Records Request - Search Cost/Hourly Rates (Minimum 15 minutes)	
	1. Staff (Each 15 Minute Increment).....	\$ 4.00
	2. Administrative (Each 15 Minute Increment).....	\$ 6.00
	3. Computer Staff (Each 15 Minute Increment).....	\$ 6.00
	4. Photocopies – Black & White (Per Page).....	\$ 0.25
	5. Photocopies – Color (Per Page)	\$ 0.50
	6. City Attorney Review	Actual Cost
H.	Pawn Brokers License	\$25.00/Year
I.	Peddler License (Door to Door)	
	1. One Day License	\$ 40.00
	2. License Valid for 2-30 Days	\$ 85.00
	3. License Valid for 31-180 Days.....	\$160.00
	4. License Valid for 181-365 Days.....	\$260.00
	5. Additional Badge Fee for (each) Licensee	\$ 20.00
J.	Private Security Officer	
	1. Application for Permit	\$ 25.00
	2. Permit Renewal	\$ 20.00
	3. Replacement Fee for Lost /Stolen Certificate or ID Card	\$ 10.00
	4. Firm License	\$100.00
	5. Firm License Renewal (Annual)	\$ 50.00
K.	Property Abatement	\$100.00/Hour
L.	Records Not Specific to Individual Department(s)	
	1. DVD – City Commission and other Recorded City Meetings	\$ 5.00
	2. Postage and Handling:	
	i. Actual Cost of Time, Material and Postage	
	3. Facsimile Transmission:	
	i. \$0.50/Page + Actual Hourly Rate Charged (15 Minute Increment)	
	ii. Photograph – Digital Prints (Not Ran on Copy Paper):	
	iii. \$1.00/Photo + Actual Hourly Rate Charged (15 Minute Increment):	
	iv. Research, Compilation and Transfer of Date:	
	v. Actual Hourly Rate Charged (15 Minute Minimum Increment)	
	vi. Records Not Identified:	
	vii. Actual Cost to Reproduce	
M.	Scrap Metal Dealers License	
	1. Application	\$400.00
	2. Application Renewal (Annual)	\$ 50.00
N.	Special Purpose Vehicle Permit (Side-by Side)	\$ 25.00
O.	Special Use of City Personnel:	
	1. Two hours minimum per hour per employee	\$ 45.00
	2. And after two hour minimum is met, the employee’s time shall be charged at 1/100 per Hour	
P.	Taxicab License	\$ 40.00/Year

Q. Transient Vendor & Merchants License

- 1. Daily\$ 30.00
- 2. Monthly\$ 50.00
- 3. Bi-Annual\$125.00
- 4. Annual\$250.00

Municipal Court | Fines and Fees

I. Uniform Public Offense Code

Description	Booking & Bonding Procedure	1st Offense	2 nd Offense	3 rd Offense	UPOC	KSA
Abusing toxic vapors	Sum/Must Appear	\$100.00	\$150.00	\$200.00	9.9	21-5712
Administration of an unlawful substance	Arrest/Bond	\$250.00	\$350.00	\$500.00	3.11	21-5425
Aiding, abetting discharge of firearm	Sum/Must Appear	\$100.00	\$150.00	\$200.00	10.8	N/A
Air gun, rifle, bow, bb gun, paint ball	Sum/ No Appear	\$50.00	\$75.00	\$100.00	10.6	N/A
Alcohol without liquid machine	Sum/Must Appear	\$100.00	\$150.00	\$200.00	10.22	21-6321
Animals; cruelty	Sum/Must Appear	\$150.00	DISTRICT	DISTRICT	11.11	21-6412
Assault	Sum/Must Appear	\$50.00	\$75.00	\$100.00	3.3	21-5412
Assault on LEO	Arrest/Bond	\$250.00	\$350.00	\$500.00	3.3	21-5412
Assembly, Unlawful	Sum/Must Appear	\$100.00	\$200.00	\$300.00	9.2	21-6202
Attempt	Sum/Must Appear	½ fine if offense completed	½ fine if offense completed	½ fine if offense completed	2.1	21-5301
Barbed wire	Sum/No Appear	\$50.00	\$100.00	\$200.00	10.13	N/A
Battery	Special	\$100.00 Sum/Must Appear	\$200.00 Arrest/Bond	\$300.00 Arrest/Bond	3.1	21-5413
Battery, Domestic	Arrest/Bond (\$750 bond)	\$200.00	DISTRICT	DISTRICT	3.1.1	21-5414
Battery, LEO	Arrest/Bond	\$250.00	\$350.00	\$500.00	3.2	21-5413
Carrying concealed explosives	Sum/Must Appear	\$300.00	\$400.00	\$500.00	10.9	21-6312
Cockfighting	Sum/Must Appear	\$250.00	\$500.00	\$600.00	11.12	21-6417
Commercialization of wildlife	Sum/Must Appear	\$250.00	\$500.00	\$600.00	11.3	32-1005
Conspiracy	Sum/Must Appear	\$100.00	\$150.00	\$200.00	2.2	21-5302
Contributing to child's misconduct	Sum/Must Appear	\$100.00	\$150.00	\$200.00	5.1	21-5603
Counterfeit drugs, trafficking	Sum/Must Appear	\$250.00	\$350.00	\$500.00	10.23	65-4167
Creating a hazard	Sum/Must Appear	\$100.00	\$200.00	\$300.00	10.11	21-6318
Criminal Carrying of Weapon	Sum/Must Appear	\$150.00	\$200.00	\$300.00	10.1	21-6302
Criminal Damage to Property	Sum/Must Appear	\$150.00	\$200.00	\$250.00	6.6	21-5813
Criminal Hunting	Sum/Must Appear	\$75.00	\$150.00	\$250.00	6.22	21-5810
Criminal Trespass	Sum/Must Appear	\$150.00	\$200.00	\$250.00	6.7	21-5808
Criminal Use of a Financial Card	Sum/Must Appear	\$150.00	\$250.00	\$500.00	6.17	21-5828
Damaging Sewers	Sum/Must Appear	\$100.00	\$200.00	\$400.00	6.15	N/A
Defamation	Sum/No Appear	\$200.00	\$300.00	\$400.00	3.9	21-6103
Denial of civil rights	Sum/Must Appear	\$250.00	\$350.00	\$500.00	8.1	21-6102
Deposits in sewers	Sum/No Appear	\$75.00	\$100.00	\$150.00	6.14	N/A
Deprivation of property	Sum/Must Appear	\$100.00	\$200.00	\$300.00	6.5	21-5803
Desecration	Sum/Must Appear	\$150.00	\$250.00	\$500.00	9.8	21-6205
Discharge of Firearms	Sum/Must Appear	\$100.00	\$150.00	\$200.00	10.5	21-6308
Disorderly Conduct	Sum/Must Appear	\$75.00	\$100.00	\$150.00	9.1	21-6203
Disorderly Conduct –Domestic Violence	Arrest/Bond	\$100.00	\$150.00	\$200.00	9.1	21-6203
Distribute Firearm to Felon	Sum/Must Appear	\$250.00	\$350.00	\$500.00	10.3	21-5222
Drawing a weapon on another	Sum/Must Appear	\$200.00	\$250.00	\$300.00	10.2	21-5222

Description	Booking & Bonding Procedure	1st Offense	2nd Offense	3rd Offense	UCR	NSR
Electioneering	Sum/No Appear	\$50.00	\$75.00	\$100.00	7.14	25-2430
Endangering a child	Sum/Must Appear	\$300.00	\$400.00	\$500.00	5.4	21-5601
Equity Skimming	Sum/Must Appear	\$300.00	\$400.00	\$500.00	6.19	21-6504
Escape from Custody	Arrest/Bond	\$300.00	\$450.00	\$600.00	7.3	21-5911
Failure to Report a Wound	Sum/Must Appear	\$75.00	\$100.00	\$150.00	10.12	21-6319
False Impersonation	Sum/Must Appear	\$100.00	\$200.00	\$300.00	7.11	21-5917
False Signing of Petition	Sum/Must Appear	\$50.00	\$75.00	\$150.00	7.1	21-5916
Furnishing to a Minor	Arrest/Bond	\$200.00	\$300.00	\$500.00	5.2	21-5607
Gambling	Sum/No Appear	\$100.00	\$200.00	\$300.00	11.8	21-6403
Giving a False Alarm	Sum/Must Appear	\$200.00	\$300.00	\$500.00	9.7	21-6207
Harassment by telephone	Sum/Must Appear	\$50.00	\$75.00	\$100.00	9.1	21-6206
Hosting	Arrest/Bond	\$1,000.00	\$1,000.00	\$1,000.00	5.3	21-5608
Intent to Permanently Deprive	Sum/Must Appear	\$250.00	\$350.00	\$500.00	6.2	21-5804
Interference with firefighter	Sum/Must Appear	\$100.00	\$150.00	\$200.00	3.5	21-6325
Interference with Judicial Process	Sum/Must Appear	\$100.00	\$150.00	\$200.00	7.4	21-5905
Interference with Law Enforcement Officer	Arrest/Bond	\$250.00	\$500.00	\$1,000.00	7.2	21-5904
Interference with police dog	Arrest/Bond	\$100.00	\$150.00	\$200.00	7.13	N/A
Interference with public business	Sum/Must Appear	\$100.00	\$150.00	\$200.00	7.12	21-5922
Lewd, Lascivious behavior	Arrest/Bond	\$150.00	\$225.00	\$300.00	4.1	21-5513
Manufacture/disposal false tokens	Sum/Must Appear	\$50.00	\$75.00	\$150.00	6.11	21-5829
Material harmful to minors	Sum/Must Appear	\$200.00	\$300.00	\$400.00	11.7	21-6402
Mistreatment of confined person	Sum/Must Appear	\$200.00	\$300.00	\$500.00	3.7	21-5416
Motor vehicles, selling without license	Sum/Must Appear	\$500.00	\$1,000.00	\$2,500.00	6.18	8-2434
Nuisance, maintaining public	Sum/No Appear	\$100.00	\$150.00	\$300.00	9.5	21-6204
Operating motorboat, sailboat	Sum/No Appear	\$50.00	\$100.00	\$150.00	10.14	32-1101
Operating vessel under the influence	Arrest/Bond	\$200.00	\$500.00	\$500.00	10.15	32-1131
Buying Sexual Relations	Sum/Must Appear	\$1,200.00	DISTRICT	DISTRICT	4.5	21-6421
Performing unauthorized official act	Sum/Must Appear	\$100.00	\$200.00	\$300.00	7.6	21-5919
Permitting premises for gambling	Sum/Must Appear	\$100.00	\$200.00	\$300.00	11.9	21-6406
Possession of gambling device	Sum/No Appear	\$50.00	\$100.00	\$150.00	11.1	21-6408
Possession of Marijuana	Sum/Must Appear	\$200.00	\$500.00	DISTRICT	9.9.1	21-5706
Possession of Paraphernalia	Sum/Must Appear	\$200.00	\$500.00	DISTRICT	9.9.2	21-5709
Posting Political Ads	Sum/No Appear	\$40.00	\$60.00	\$80.00	9.13	21-5820
Privacy, breach of	Sum/No Appear	\$150.00	\$200.00	\$300.00	3.12	21-6101
Promoting obscenity	Sum/Must Appear	\$400.00	DISTRICT	DISTRICT	11.1	21-6401
Promoting obscenity to minors	Sum/Must Appear	\$500.00	DISTRICT	DISTRICT	11.2	21-6401
Prostitution	Sum/Must appear	\$150.00	\$225.00	\$300.00	4.3	21-6419
Protective order, viol. Of	Arrest/Bond	\$150.00	\$300.00	\$500.00	3.8.1	60-3107
Purchase, consume intoxicant by minor	Sum/Must Appear	\$200.00	\$300.00	\$400.00	5.8	41-727
Purchase, possess tobacco by minor	Sum/No Appear	\$25.00	\$25.00	\$25.00	5.6	79-3321
Recording device, unlawful use	Sum/ Must Appear	\$300.00	DISTRICT	DISTRICT	6.23	51-301
Restraint, unlawful	Sum/Must Appear	\$100.00	\$150.00	\$300.00	3.6	21-5411

Description	Booking & Bonding Procedure	1st Offense	2 nd Offense	3 rd Offense	UCR Code	ICR Code
Riot	Sum/Must Appear	\$150.00	\$250.00	\$500.00	9.4	21-6201
Sale of medicine through vending mach.	Sum/No Appear	\$50.00	\$100.00	\$150.00	10.19	65-650
Scrap metal, buying	Sum/No Appear	\$50.00	\$100.00	\$150.00	6.25	50-6111
Scrap metal, selling	Sum/No Appear	\$50.00	\$100.00	\$150.00	6.24	50-6111
Selling, furnishing tobacco to minor	Sum/ Must Appear	\$200.00	\$300.00	\$400.00	5.7	79-3321
Serial numbers	Sum/No Appear	\$100.00	\$200.00	\$300.00	6.12	N/A
Sexual battery	Arrest/bond	\$200.00	\$500.00	\$700.00	3.2.1	21-5505
Simulating legal process	Sum/Must Appear	\$100.00	\$200.00	\$400.00	7.7	21-5907
Smoke detector, failure to maintain	Sum/No Appear	\$25.00	\$25.00	\$25.00	10.18	31-162
Smoking Prohibited	Sum/No Appear	\$50.00	\$100.00	\$150.00	10.24	21-6110
Stalking	Sum/Must Appear	\$100.00	DISTRICT	DISTRICT	3.13	21-5427
Taking Game from Posted Land	Sum/Must Appear	\$75.00	\$100.00	\$150.00	6.21	32-1013
Tampering with landmark	Sum/Must Appear	\$250.00	\$350.00	\$500.00	6.9	21-5816
Tampering with public notice	Sum/Must Appear	\$250.00	\$350.00	\$500.00	7.9	21-5921
Tampering with public record	Sum/Must Appear	\$250.00	\$350.00	\$500.00	7.8	21-5920
Tampering with traffic signal	Sum/Must Appear	\$250.00	\$350.00	\$500.00	6.1	21-5817
Tattooing, body piercing under age 18	Sum/Must Appear	\$100.00	\$300.00	\$600.00	10.17	65-1953
Theft	<i>See Special</i>	\$100.00 <i>Sum/Must Appear</i>	\$150.00 <i>Arrest/Bond</i>	DISTRICT	6.1	21-5801
Theft, lost/mislaid property	Sum/Must Appear	\$100.00	\$150.00	\$200.00	6.3	21-5802
Throwing objects	Sum/Must Appear	\$150.00	\$250.00	\$500.00	10.16	21-5819
Trespass on railroad property	Sum/Must Appear	\$150.00	\$200.00	\$250.00	6.7.1	21-5809
Unlawfully Obtain Prescription Only Drug	Arrest/Bond	\$500.00	DISTRICT	DISTRICT	10.20	21-5708
Watercraft, lifesaving devices	Sum/No Appear	\$50.00	\$100.00	\$150.00	5.5	32-1129
Weapons, criminal use	Sum/Must Appear	\$100.00	\$150.00	\$200.00	10.1	21-4201
Withholding possession public property	Sum/Must Appear	\$200.00	\$300.00	\$400.00	6.13	N/A
Worthless check	Arrest/Bond	\$100.00	\$200.00	DISTRICT	6.16	21-5821
For any offense not specifically listed herein, the minimum fine shall be	Sum/Must Appear	\$100.00	\$200.00	\$300.00		

II. Standard Traffic Ordinance

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

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

III. Standard Traffic Ordinance – Infractions

Description	1 st Offense	2 nd Offense	3 rd Offense	STO	KSA
Blind pedestrian right of way	\$45.00	\$60.00	\$75.00	11-73	8-1542
Carrying articles on bicycle; one hand on handlebars	\$45.00	\$60.00	\$75.00	15-132	8-1591
Clinging to other vehicle	\$45.00	\$60.00	\$75.00	15-130	8-1589
Coasting	\$45.00	\$60.00	\$75.00	14-109	8-1580
Defective brakes	\$45.00	\$60.00	\$75.00	17-173	8-1734
Defective headlamps	\$45.00	\$60.00	\$75.00	17-146	8-1705
Defective horn, muffler, mirrors or tires	\$45.00	\$60.00	\$75.00	18-191	8-1810
Defective mirror	\$45.00	\$60.00	\$75.00	17-176	8-1740
Defective motorcycle lamp	\$45.00	\$60.00	\$75.00	18-183	8-1801
Defective motorcycle or motor-driven cycle brakes	\$45.00	\$60.00	\$75.00	18-189	8-1807
Defective motorcycle reflector	\$45.00	\$60.00	\$75.00	18-185	8-1803
Defective motorcycle stop lamps and turn signals	\$45.00	\$60.00	\$75.00	18-186	8-1804
Defective motorcycle tail lamp	\$45.00	\$60.00	\$75.00	18-184	8-1802
Defective muffler	\$45.00	\$60.00	\$75.00	17-175	8-1739
Defective multi-beam lighting	\$45.00	\$60.00	\$75.00	18-187	8-1805
Defective or improper use of horn or warning device	\$45.00	\$60.00	\$75.00	17-174	8-1738
Defective reflector	\$45.00	\$60.00	\$75.00	17-148	8-1707
Defective tail lamps	\$45.00	\$60.00	\$75.00	17-147	8-1706
Defective wipers; obstructed windshield or windows	\$45.00	\$60.00	\$75.00	17-177	8-1741
Disobey ped. Traffic control device	\$45.00	\$60.00	\$75.00	11-63	8-1532
Disobey traffic control device	\$75.00	\$105.00	\$135.00	4-12	8-1507
Drivers View Obstructed	\$50.00	\$75.00	\$100.00	14-108	8-1576
Driving into intersection, crosswalk or crossing without sufficient space on other side	\$45.00	\$60.00	\$75.00	14-113	8-1584
Driving on left in no-passing zone	\$75.00	\$105.00	\$135.00	8-44	8-1520
Driving on left side of roadway	\$75.00	\$105.00	\$135.00	7-38	8-1514
Driving on Left side where curve, grade, intersection railroad crossing, or obstructed view	\$75.00	\$105.00	\$135.00	8-43	8-1519
Driving on Sidewalk	\$45.00	\$60.00	\$75.00	14-116	8-1575
Driving over fire hose	\$45.00	\$60.00	\$75.00	14-111	8-1582
Driving through safety zone prohibited	\$45.00	\$60.00	\$75.00	11-70	8-1539
Driving without lights when needed	\$45.00	\$60.00	\$75.00	17-144	8-1703
Driving wrong way on one-way road	\$75.00	\$105.00	\$135.00	8-45	8-1521
Fail of certain vehicles to stop RR crossing	\$195.00	\$255.00	\$315.00	12-78	8-1553
Fail to comply w/const. zone restrictions	\$105.00	\$150.00	\$195.00	10-62	8-1531
Fail to exercise due care to pedestrian	\$45.00	\$60.00	\$75.00	11-66	8-1535
Fail to obey railroad crossing signal	\$195.00	\$255.00	\$315.00	12-76	8-1551
Fail to stop railroad crossing stop sign	\$135.00	\$195.00	\$255.00	12-77	8-1552
Fail to yield pedestrian in crosswalk	\$75.00	\$105.00	\$135.00	11-64	8-1533
Fail to yield ROW from stop/yield sign	\$75.00	\$105.00	\$135.00	10-59	8-1528
Fail to Yield ROW to emergency vehicle	\$195.00	\$285.00	\$375.00	10-61	8-1530
Fail to yield ROW turning left	\$75.00	\$105.00	\$135.00	10-58	8-1527
Fail to yield ROW uncontrolled intersection	\$75.00	\$105.00	\$135.00	10-57	8-1526

Description	1 st Offense	2 nd Offense	3 rd Offense	STC	RSB
Fail to Yield ROW upon entering road	\$75.00	\$105.00	\$135.00	10-60	8-1529
Fail to yield to emergency vehicle by pedestrian	\$45.00	\$60.00	\$75.00	11-72	8-1541
Fail to yield to pedestrian on sidewalk	\$45.00	\$60.00	\$75.00	11-71	8-1540
Failure to dim headlights	\$75.00	\$105.00	\$135.00	17-165	8-1725
Failure to keep right to pass on-coming vehicle	\$75.00	\$105.00	\$135.00	8-39	8-1515
Following fire apparatus too closely	\$75.00	\$105.00	\$135.00	14-110	8-1581
Following too close	\$75.00	\$105.00	\$135.00	8-47	8-1523
Illegal Window Tint	\$45.00	\$60.00	\$75.00	17-181	8-1749a
Impeding normal traffic by	\$55.00	\$60.00	\$75.00	7-34	8-1561
Improper Backing	\$45.00	\$60.00	\$75.00	14-117	8-1574
Improper bicycle lamps broken or reflectors	\$45.00	\$60.00	\$75.00	15-133	8-1592
Improper crossover on divided highway	\$45.00	\$60.00	\$75.00	8-48	8-1524
Improper driving on laned roadway	\$75.00	\$105.00	\$135.00	8-46	8-1522
Improper hand signal	\$45.00	\$60.00	\$75.00	9-56	8-1550
Improper lamp color of certain vehicles	\$45.00	\$60.00	\$75.00	17-152	8-1711
Improper Lamps and equipment on implements of husbandry, road machinery or animal drawn vehicles	\$45.00	\$60.00	\$75.00	17-158	8-1718
Improper lamps on Parked Vehicle - Improper lamps etc. on farm tractor or slow-moving vehicle	\$45.00	\$60.00	\$75.00	17-157	8-1716
Improper lamps or lights on emergency vehicle	\$45.00	\$60.00	\$75.00	17-160	8-1720
Improper lighting equipment on certain vehicles	\$45.00	\$60.00	\$75.00	17-151	8-1710
Improper lights on highway construction or maintenance vehicles	\$45.00	\$60.00	\$75.00	17-172	8-1731
Improper method of giving notice of intention to turn	\$45.00	\$60.00	\$75.00	9-55	8-1549
Improper motorcycle handlebars or passenger equipment	\$75.00	\$105.00	\$135.00	16-141	8-1597
Improper mounting of reflectors and lamps on certain vehicles	\$45.00	\$60.00	\$75.00	17-153	8-1712
Improper multiple-beam lights	\$45.00	\$60.00	\$75.00	17-164	8-1724
Improper number of driving lamps	\$45.00	\$60.00	\$75.00	17-168	8-1728
Improper operation of motorcycle on laned roadway	\$75.00	\$105.00	\$135.00	16-139	8-1595
Improper operation of motorcycle; seats; passengers, bundles	\$45.00	\$60.00	\$75.00	16-138	8-1594
Improper operation of snowmobile on highway	\$45.00	\$60.00	\$75.00	14-114	8-1585
Improper passing on right	\$75.00	\$105.00	\$135.00	8-41	8-1517
Improper passing; increasing speed when passed	\$75.00	\$105.00	\$135.00	8-40	8-1516
Improper Pedestrian movement in walk	\$45.00	\$60.00	\$75.00	11-67	8-1536
Improper performance ability of brakes	\$45.00	\$60.00	\$75.00	18-190	8-1808
Improper riding of bicycle on roadway	\$45.00	\$60.00	\$75.00	15-131	8-1590
Improper road-lighting equipment on motor-driven cycle brakes	\$45.00	\$60.00	\$75.00	18-188	8-1806
Improper school bus lighting equipment and warning devices	\$45.00	\$60.00	\$75.00	17-170	8-1730
Improper single-beam headlights	\$45.00	\$60.00	\$75.00	17-166	8-1726
Improper speed with alternate lighting	\$45.00	\$60.00	\$75.00	17-167	8-1727
Improper stop lamp or turn signal	\$45.00	\$60.00	\$75.00	17-149	8-1708
Improper stop or turn signal	\$45.00	\$60.00	\$75.00	17-161	8-1721
Improper tires	\$45.00	\$60.00	\$75.00	17-178	8-1742,a
Improper turn or approach	\$75.00	\$105.00	\$135.00	9-49	8-1545
Improper use of roadway by pedestrian	\$45.00	\$60.00	\$75.00	11-68	8-1537

Description	1 st Offense	2 nd Offense	3 rd Offense	STC	RSR
Improper U-turn	\$75.00	\$105.00	\$135.00	9-51	8-1546
Improper vehicular hazard warning lamp	\$45.00	\$60.00	\$75.00	17-162	8-1722
Improper visibility of reflectors and lamps on certain vehicles	\$45.00	\$60.00	\$75.00	17-154	8-1713
Improper wide-based single tires	\$75.00	\$105.00	\$135.00	17-178.1	8-1742b
Jay walking	\$45.00	\$60.00	\$75.00	11-65	8-1534
Lamps or Flags on Projecting Loads	\$75.00	\$105.00	\$135.00	17-156	8-1715
Motorcycle clinging to other vehicle	\$45.00	\$60.00	\$750.00	16-140	8-1596
Motorcycle helmet and eye protection requirements	\$45.00	\$60.00	\$75.00	16-142	8-1598
Moving heavy equip at RR crossing	\$75.00	\$105.00	\$135.00	12-79	8-1554
Not riding on bicycle seat; too many persons on bicycle	\$45.00	\$60.00	\$75.00	15-129	8-1588
Overtaking and passing church bus	\$195.00	\$285.00	\$375.00	12-82	8-1556a
Overtaking and passing school bus	\$315.00	\$750.00	\$1,000.00	12-81	8-1556
Parental responsibility of child riding bicycle	\$45.00	\$60.00	\$75.00	15-127	8-1586
Passing on left with insufficient clearance	\$75.00	\$105.00	\$135.00	8-42	8-1518
Pedestrian soliciting rides or contributions	\$45.00	\$60.00	\$75.00	11-69	8-1538
Pedestrian disobey railroad signals	\$45.00	\$60.00	\$75.00	11-75	8-1544
Putting glass, etc. on highway	\$105.00	\$150.00	\$195.00	14-112	8-1583
Refusal to submit to preliminary breath test	\$105.00	\$150.00	\$195.00	6-30.2	8-1012
Riding in house trailer	\$45.00	\$60.00	\$75.00	14-124	8-1578
Speeding on motor driven motorcycle	\$75.00	\$105.00	\$135.00	7-35	8-1562
Unattended Vehicle	\$25.00	\$50.00	\$100.00	14-107	8-1573
Unauthorized additional lighting equipment	\$45.00	\$60.00	\$75.00	17-163	8-1723
Unauthorized lights and devices on church or day-care bus	\$45.00	\$60.00	\$90.00	17-171	8-1730a
Unauthorized lights and signals	\$45.00	\$60.00	\$75.00	17-169	8-1729
Unauthorized sign, signal, marking or device	\$45.00	\$60.00	\$75.00	4-17	8-1512
Unlawful operation of all-terrain vehicle	\$75.00	\$105.00	\$135.00	14-114.1	8-15,100
Unlawful operation of a Micro Utility Truck	\$75.00	\$105.00	\$135.00	14-114.2	8-15,106
Unlawful operation of a low-speed vehicle	\$75.00	\$105.00	\$135.00	14-114.3	8-15,101
Unlawful operation of a Worksite Utility Vehicle	\$75.00	\$105.00	\$135.00	14-114.5	8-15,109
Unlawful riding on vehicle	\$75.00	\$105.00	\$135.00	17-143	8-1701
Unlawful use of spot, fog or auxiliary lamp	\$45.00	\$60.00	\$75.00	17-159	8-1719
Unsafe opening of vehicle door	\$45.00	\$60.00	\$75.00	14-123	8-1577
Unsafe speed for prevailing conditions	\$105.00	\$135.00	\$165.00	7-32	8-1557
Unsafe starting of stopping vehicle	\$45.00	\$60.00	\$75.00	9-53	8-1547
Unsafe turning or stopping, failure to give proper signal; unlawful turn signal	\$75.00	\$105.00	\$135.00	9-54	8-1548
Using headphones/TV while driving	\$45.00	\$60.00	\$75.00	14-103	8-1748
Vehicle enter roadway private drive w/o stop	\$75.00	\$105.00	\$135.00	12-80	8-1555
Violating flashing traffic signals	\$75.00	\$105.00	\$135.00	4-15	8-1510
Violating lane-control signal	\$75.00	\$105.00	\$135.00	4-16	8-1511
Violating pedestrian control signal	\$45.00	\$60.00	\$75.00	4-14	8-1509
Violating traffic control signal	\$75.00	\$105.00	\$135.00	4-13	8-1508

IV. Municipal Code and Other Violations

Description	Booking Procedure	1 st Offense	2 nd Offense	3 rd Offense	Mun Code	KSA
Angular Parking downtown	Sum/No Appear	\$40.00	\$60.00	\$80.00	58 59	N/A
Animals at Large-(except dog)	Sum/No Appear	\$40.00	\$60.00	\$80.00	10 1	N/A
Bicycle/Skateboard Violation	Sum/No Appear	\$25.00	\$50.00	\$100.00	50 23	N/A
Burning within the City Limits	Sum/Must Appear	\$100.00	\$100.00	\$100.00	34-20	N/A
Careless Driving – IA involved	Sum/Must Appear	\$300.00	\$450.00	\$600.00	58 27	N/A
Careless Driving – NIA involved	Sum/No Appear	\$100.00	\$150.00	\$300.00	58 27	N/A
Careless Driving – No Accident Inv	Sum/No Appear	\$40.00	\$60.00	\$80.00	58 27	N/A
City Pond Violations	Sum/No Appear	\$40.00	\$60.00	\$80.00	50 351	N/A
Curfew violation	See Special	\$100.00 Sum /No Appear	\$150.00 Sum /Must Appear	\$200.00 Sum/ Must Appear	42-24	N/A
Defacement of Property	Sum/Must Appear	\$150.00	\$250.00	\$350.00		
Disturbing the peace	Sum/No Appear	\$50.00	\$75.00	\$100.00	42-22	N/A
Dog at Large	Sum/No Appear	\$60.00	\$80.00	\$100.00	10 34	47-122
Dogs Staked or Tethered	Sum/Must Appear	\$60.00	\$80.00	\$100.00	10 35	N/A
Enclosures (for swimming pools) (IPMC 303.2)	Sum/Must Appear	\$300.00	\$400.00	\$500.00		
Failure to Appear	Arrest/Bond	\$25.00	\$25.00	\$25.00	42-21	21-5915
Failure to Maintain Property	Sum/Must Appear	\$100.00	\$200.00	\$300.00	IPMC 302.1	
Failure to Mow (IPMC 302.1)	Sum/Must Appear	\$100.00	\$100.00	\$100.00		
Failure to Pull a Permit (R105.1)	Sum/Must Appear	\$300.00	\$400.00	\$500.00		
Food Preparation (IPMC 404.7)	Sum/Must Appear	\$300.00	\$400.00	\$500.00		
Illegal Out-of-State Tag	Sum/No Appear	\$100.00	\$150.00	\$300.00	58-24(6)	8-1,138
Illegal Roof Overlay (R907.3)	Sum/Must Appear	\$350.00	\$350.00	\$350.00		
Illegal/Expired Tag	Sum/No Appear	\$100.00	\$150.00	\$300.00	58-24	8-142
Infestation (IPMC 309.1) Commercial	Sum/Must Appear	\$500.00	\$600.00	\$700.00		
Infestation (IPMC 309.1) Residential	Sum/Must Appear	\$200.00	\$300.00	\$400.00		
Littering	Sum/No Appear	\$50.00	\$75.00	\$100.00	42 26	21-5815
Motor Vehicles (IPMC 302.8)	Sum/Must Appear	\$200.00	\$300.00	\$400.00		
No Vaccination of Animal/Rabies Tag	Sum/No Appear	\$40.00	\$60.00	\$80.00	10 7	N/A
Noisy Dogs	Sum/No Appear	\$40.00	60.00	\$80.00	10 36	N/A
Nuisance	Sum/No Appear	\$100.00	\$150.00	\$200.00	42 27	N/A
Premise Cleaned	Sum/No Appear	\$100.00	\$150.00	\$200.00	46-4	N/A
Premises Identification (IPMC 304.3)	Sum/Must Appear	\$50.00	\$75.00	\$100.00		
Probation Violation		\$50.00 fine Def's \$ Only	** \$500.00 After 12 hrs	Cash Bond	42-21	21-5915

Description	Booking Procedure	1st Offense	2nd Offense	3rd Offense	Mun Code	RSN
Prohibited Occupancy (IPMC 108.5) Includes Dangerous Equipment	Sum/Must Appear	\$400.00	\$500.00	\$600.00		
Rubbish/Garbage IPMC 308.1	Sum/Must Appear	\$50.00	\$75.00	\$100.00		
Site Violation-Number of Animals Limited	Sum/No Appear	\$60.00	\$80.00	\$100.00	10 6	N/A
Transfer of Ownership (IPMC 107.6)	Sum/Must Appear	\$300.00	\$400.00	\$500.00		
Truck parking residential zone	Sum/No Appear	\$40.00	\$60.00	\$80.00	58 58	N/A
Truck Route Violation	Sum/No Appear	\$100.00	\$150.00	\$200.00	58 78	N/A
Unauthorized Tampering (IPMC 107.4)	Sum/Must Appear	\$200.00	\$300.00	\$400.00		
Unlawful Placard Removal (IPMC 108.4.1)	Sum/Must Appear	\$400.00				
Unsafe Conditions (IPMC 304.1.1)	Sum/Must Appear	\$100.00	\$150.00	\$200.00		
Vicious/Biting Dog	Sum/Must Appear	\$150.00	\$225.00	\$300.00	10 37	21-6418
Window Peeping	Sum/Must Appear	\$100.00	\$200.00	\$300.00	42-23	N/A
Water Conservation	Sum/No Appear	\$250.00	\$500.00	\$500.00	62-203(b)	
Bench Warrant Fee per case	xx	\$25.00	xx	xx	2-361 (b)	
Expungement Fee per case	xx	\$75.00	xx	xx	2-361(e)	
For any offense not specifically listed herein, the minimum fine shall be	Sum/Must Appear	\$100.00	\$200.00	\$300.00		

V. Speeding

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

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

Neighborhood Services | Building and Construction

I. Dwellings

- A. Dwellings are defined per the 2024 International Residential Code:
 1. **Dwelling:** Any *building* that contains one or two *dwelling units* used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes.
 2. **Dwelling Unit:** A single unit providing complete independent living facilities for one or more *persons*, including permanent provisions for living, sleeping, eating, cooking and sanitation.

II. Multi-Unit Dwellings

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

1. 0-9	Dwelling Units	Full Price Permit Fee
2. 10-25	Dwelling Units	Half Price Permit Fee
3. 26 +	Dwelling Units	Zero Permit Fee

III. City Utilities

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

1. 0-9	Dwelling Units	Full Price Permit Fee
2. 10-25	Dwelling Units	Half Price Permit Fee
3. 26 +	Dwelling Units	Zero Permit Fee

IV. Provisions

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

I. Building Permit Fees

A. Structure Moving:	\$250.00
B. Driveway Permit:	\$35.00
C. Re-Inspection Fee:	\$50.00
D. Investigation Fee:.....	\$100.00
E. After Hours Inspection:	\$70.00/HR
F. Plan Review: Permit	Value x \$0.65
G. Failure to Apply:	Equal to Permit Fee x 2

II. Residential Permit Fees

A. \$1.00 - \$10,000:	\$25.00
B. \$10,001 - \$20,000:	\$30.00
C. \$20,001 - \$30,000:	\$50.00
D. \$30,001 - \$40,000:	\$70.00
E. \$40,001 - \$50,000:	\$90.00
F. \$50,001 - \$70,000:	\$110.00
G. \$70,001 - \$95,000:	\$155.00
H. \$95,001 – \$125,000:	\$220.00
I. \$125,001 – And Over:	Value x .002

III. Commercial Permit Fees

A. \$1.00 - \$10,000:	\$30.00
B. \$10,001 - \$20,000:	\$45.00
C. \$20,001 - \$30,000:	\$75.00
D. \$30,001 - \$40,000:	\$100.00
E. \$40,001 - \$50,000:	\$130.00
F. \$50,001 - \$60,000:	\$160.00
G. \$60,001 - \$70,000:	\$190.00
H. \$70,001 - \$80,000:	\$220.00
I. \$80,001 - \$90,000:	\$250.00
J. \$90,000 - \$100,000:	\$275.00
K. \$100,001 – \$125,000:	\$375.00
L. \$125,001 – And Over:	Value x .0030

IV. Demolition Permit Fees

A. \$1.00 - \$2,000:	\$30.00
B. \$2,001 - \$10,000:	\$60.00
C. \$10,001 - \$100,000:	\$100.00
D. \$100,000 – And Over:	\$150.00

V. Electrical, Mechanical and Plumbing Permit Fees

A. Electrical, Mechanical, Plumbing Inspection	Based on Value
B. Plumbing Permit: New Septic System:	\$100.00
C. Plumbing Permit: New Saddle for Existing Sewer Line & Tap:	\$110.00

I. Contractors Licenses

- A. General License (Class A):
 - 1. New Fee:\$400.00
 - 2. Renewal Fee:\$200.00
- B. Building License (Class B):
 - 1. New Fee:\$300.00
 - 2. Renewal Fee:\$150.00
- C. Residential License (Class C):
 - 1. New Fee:\$200.00
 - 2. Renewal Fee:\$100.00
- D. Limited Licenses
 - 1. New Fee:\$150.00
 - 2. Renewal Fee:\$80.00
- E. Sign Hanger:
 - 1. New Fee:\$200.00
 - 2. Renewal Fee:\$100.00
- F. Private Sewage:
 - 1. New Fee:\$200.00
 - 2. Renewal Fee:\$100.00

II. Trades Contractors Licenses

- A. Electrical, Mechanical, Plumbing Business License:
 - 1. New Fee:\$200.00
 - 2. Renewal Fee:\$100.00
- B. Electrical, Mechanical, Plumbing Master Certificate:
 - 1. New Fee:\$200.00
 - 2. Renewal Fee:\$60.00
- C. Electrical, Mechanical, Plumbing Journeyman Certificate:
 - 1. New Fee:\$100.00
 - 2. Renewal Fee:\$30.00

Neighborhood Services | Fees

I. Planning	
A. Comprehensive Plan	\$50.00/Copy
B. Zoning Ordinance	\$22.50/Copy
C. Subdivision Ordinance	\$5.00/Copy
D. Map – Larger than 11 x 17 Black & White	\$5.00/Copy
E. Map – Larger than 11 x 17 Color	\$10.00/Copy
1. Commercially produced by the Chamber of Commerce	No Charge/Unless Mailed
II. Zoning	
A. Conditional Use Permit Application	\$200.00
B. Rezone Application	\$200.00
C. Planned Unit Development	\$250.00
III. Board of Zoning Appeals	
A. Appeals	\$150.00
B. Variance	\$150.00
C. Exception	\$150.00
IV. Subdivision	
A. Plat (Additional Pages)	Actual Cost
B. Lot Split	\$75.00
C. Preliminary Plat	\$200.00
D. Final Plat (Major Plats only).....	\$200.00
E. Vacating Request.....	\$200.00
V. Miscellaneous	
A. Bid Documents & Plan Sets for Public Improvement & Maintenance Contracts	\$25.00/Copy
B. Documents & Plan Sets for Public Improvement & Maintenance Contracts.....	\$25.00/Copy
C. Neighborhood Revitalization Program Application.....	\$25.00
D. Permit fee for Right-of-Way (excludes Franchise agreements).....	\$150.00
E. Supplemental Permit Fee for Right-of-Way	\$75.00
VI. Neighborhood Services	
A. Cost of Cleanup (Labor and Equipment) plus \$100.00 Administrative Fee will be charged for each of the following:	
1. Trash/Junk Vehicle	
2. Property Maintenance	
3. Weed Abatement	
4. Mowing	

Section , Item 4.

Parks and Facilities | Rentals

I. Agri-Business Building	
A. North Building.....	\$125.00/Day
B. South Building.....	\$250.00/Day
C. South Building with Kitchen.....	\$300.00/Day
D. North & South Buildings with Kitchen.....	\$425.00/Day
E. Damage Deposit North Building:	
1. Includes non-profits & is non-refundable within 48 hours of event.....	\$100.00/Event
F. Damage Deposit South Building	
1. Includes non-profits & is non-refundable within 48 hours of event.....	\$250.00/Event
G. Tennis Association (Per Court).....	\$6.00/Hour
II. Hogan	
A. Damage Deposit.....	\$ 75.00
B. Building and Grounds.....	\$75.00/Day
III. Northwest Community Center	
A. Damage Deposit.....	\$100.00
B. Building Rental.....	\$150.00/Day
IV. Senior Center	
A. Damage Deposit.....	\$100.00
B. Main Room (Per hour up to 4 hours).....	\$30.00/Hour
C. Main Room – All Day.....	\$125.00/Day
D. East or West Community Room.....	\$15.00/Hour
E. Kitchen Usage.....	NO USE
F. Chair & Tables.....	Free on-site
V. Table and Chair Rentals for Private Functions	
A. Tables.....	\$8.00 Each
B. Chairs.....	\$0.75 Each
VI. Camping	
(Camping Permit Valid for 72 Hours) (5 day maximum)	
A. Walnut Park.....	\$10.00/Day
B. Newman Park.....	\$10.00/Day
VII. Facility & Park Clean-Up	
A. Janitor/Staff Clean-Up Fee (Per Employee).....	\$30.00/Hour

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Parks and Facilities | Special Events

Applicants for a special event permit pursuant to Section 50-1 of Municipal Code shall pay a non-refundable permit fee at the time of application, with the following exceptions: (1) Events sponsored by the City of Arkansas City; (2) Rentals of City-owned buildings for private events; and (3) Uses of a portion of City-owned park facilities that do not otherwise meet the definition of special event contained in Section 51-1 (b).

I. Special Event

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

II. Equipment/Services

- A. Road Barricades, per set \$25.00
- B. Picnic Tables, each (free if already on site)\$8.00
- C. Tables, each (free if already on site)\$ 8.00
- D. Folding Chairs, each (free if already on site).....\$.75
- E. Police Security (2 hour minimum; only available for alcohol events at the Agri-Business Building or other special events, subject to Police Chief approval).....\$45.00
 - 1. And after two hour minimum is met, the employee’s time shall be charged at..... 1/100 per HR
- F. Trash Receptacles:
 - 1. Per Cart\$10.00
 - 2. Per Dumpster\$45.00
- G. Park Rental, per hour\$15.00
- H. Electrical Hook Up Fee.....\$10.00
- I. Water Hook Up Fee.....\$10.00

I. Spaces

A. Adult Space.....	\$400.00
B. Baby Space (Less than 1 year of age).....	No Charge
C. Single Crypt.....	\$550.00
D. Companion Crypt.....	\$1,250.00
E. Columbarium	
1. Niche (Holds 2 Urns).....	\$250.00
2. Ossuary (Cremains only).....	\$100.00
F. Deed Transfer.....	\$35.00 Each

II. Services

A. Opening and Closing of Grave	
1. Adult Grave.....	\$350.00
2. Infant Grave.....	\$200.00
3. Cremation Urn.....	\$100.00
4. Cremation Urn Including Vault (12"x12"x12" Maximum).....	\$200.00
5. Cremation Urn Including Vault (Larger than 12"x12"x12").....	\$300.00
B. Opening and Closing of Crypt	
1. Long shutter crypt.....	\$700.00
2. Long shutter crypt (Open and view only).....	\$400.00
3. Single crypt.....	\$250.00
4. Companion crypt.....	\$300.00
C. Saturday and Holiday Surcharge.....	\$300.00
D. Funeral Services arriving @ Cemetery Gate at or later than 3:30 PM will be charged an additional surcharge.....	\$200.00
E. Disinterment.....	Double the Opening & Closing

III. Monuments

A. Monument Setting Fee.....	\$35.00
B. Re-Flag Location.....	Additional \$20.00 Fee
C. Move stone 48" in length or smaller.....	\$50.00
D. Move stone greater than 48" in length.....	\$150.00

IV. Miscellaneous

A. City Space Repurchase.....	50% of Current Price Less \$35.00 Transfer Fee
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Public Services | General Fees and Sanitation

I. F Street Limb & Compost Site

The hours of operations are as follows:

Monday – Thursday: 8:00 AM – 1:00 PM | Saturday: 8:00 AM – 4:00 PM

Customer Type	Fee Amount
City Resident	Free
Commercial/Non-Resident	
Pickup/Small Utility Trailer	\$15.00
Dump Truck/Flatbed/Car Trailer	\$25.00
Tandem Dump Truck/Large Dump Trailer	\$30.00

II. Residential Sanitation

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

Rates & Standards for Residential Sanitation					
Residential Type	2025	2026	2027	2028	2029
Single Family	\$ 23.35	\$ 23.99	\$ 24.65	\$ 25.33	\$ 26.03
Multiple Family (Per Unit)	\$ 23.35	\$ 23.99	\$ 24.65	\$ 25.33	\$ 26.03

- B. Trash carts are the property of the City and each cart should stay at the address it was delivered. The City is responsible for the maintenance and repair of the trash carts. However, the City will charge the owner or occupant a fee for any necessary repair or replacement due to the owner's or occupant's abuse, misuse or neglect of the cart. The replacement fee for each trash cart is **\$63.32**.
- C. Customers who require an additional polycart for the provision of services is an extra **\$11.68** per month.

III. Rates & Standards for Commercial Sanitation Containers

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

Collections Per Weeks					
Description (Container Size (YD) x # Pickup Days)	2025	2026	2027	2028	2029
1 x 1	\$ 63.02	\$64.75	\$66.53	\$68.36	\$70.24
1 x 2	\$ 110.19	\$113.22	\$116.33	\$119.53	\$122.82
1 x 3	\$ 159.21	\$163.59	\$168.09	\$172.71	\$177.46
1 x 4	\$ 204.75	\$210.38	\$216.17	\$222.11	\$228.22
1 x 5	\$ 251.71	\$258.63	\$265.74	\$273.05	\$280.56
1.5 x 1	\$ 72.30	\$74.29	\$76.33	\$78.43	\$80.59
1.5 x 2	\$ 121.28	\$124.62	\$128.04	\$131.56	\$135.18
1.5 x 3	\$ 169.85	\$174.52	\$179.32	\$184.25	\$189.32
1.5 x 4	\$ 218.68	\$224.69	\$230.87	\$237.22	\$243.75
1.5 x 5	\$ 267.39	\$274.74	\$282.30	\$290.06	\$298.04
2 x 1	\$ 81.57	\$83.81	\$86.12	\$88.49	\$90.92
2 x 2	\$ 131.33	\$134.94	\$138.65	\$142.47	\$146.38
2 x 3	\$ 182.32	\$187.33	\$192.49	\$197.78	\$203.22
2 x 4	\$ 232.61	\$239.01	\$245.58	\$252.33	\$259.27
2 x 5	\$ 283.04	\$290.82	\$298.82	\$307.04	\$315.48
3 x 1	\$ 100.15	\$102.90	\$105.73	\$108.64	\$111.63
3 x 2	\$ 153.73	\$157.96	\$162.30	\$166.76	\$171.35
3 x 3	\$ 207.27	\$212.97	\$218.83	\$224.84	\$231.03
3 x 4	\$ 260.83	\$268.00	\$275.37	\$282.95	\$290.73
3 x 5	\$ 314.38	\$323.03	\$331.91	\$341.04	\$350.41
4 x 1	\$ 118.78	\$122.05	\$125.40	\$128.85	\$132.39
4 x 2	\$ 175.48	\$180.31	\$185.26	\$190.36	\$195.59
4 x 3	\$ 232.26	\$238.65	\$245.21	\$251.95	\$258.88
4 x 4	\$ 288.97	\$296.92	\$305.08	\$313.47	\$322.09
4 x 5	\$ 345.73	\$355.24	\$365.01	\$375.04	\$385.36
6 x 1	\$ 156.32	\$160.62	\$165.04	\$169.57	\$174.24
6 x 2	\$ 220.05	\$226.10	\$232.32	\$238.71	\$245.27
6 x 3	\$ 283.77	\$291.57	\$299.59	\$307.83	\$316.30
6 x 4	\$ 347.49	\$357.05	\$366.86	\$376.95	\$387.32
6 x 5	\$ 414.73	\$426.14	\$437.85	\$449.89	\$462.27
8 x 1	\$ 198.11	\$203.56	\$209.16	\$214.91	\$220.82
8 x 2	\$ 265.64	\$272.95	\$280.45	\$288.16	\$296.09
8 x 3	\$ 333.17	\$342.33	\$351.75	\$361.42	\$371.36
8 x 4	\$ 400.67	\$411.69	\$423.01	\$434.64	\$446.60
8 x 5	\$ 471.72	\$484.69	\$498.02	\$511.72	\$525.79

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

Container Rental Rates					
Container Size (Cubic Yards)	2025	2026	2027	2028	2029
1 Yard	\$ 9.33	\$ 9.59	\$ 9.85	\$ 10.12	\$ 10.40
1.5 Yard	\$ 10.13	\$ 10.41	\$ 10.70	\$ 10.99	\$ 11.29
2 Yard	\$ 10.99	\$ 11.29	\$ 11.61	\$ 11.92	\$ 12.25
3 Yard	\$ 12.56	\$ 12.91	\$ 13.26	\$ 13.63	\$ 14.01
4 Yard	\$ 14.15	\$ 14.53	\$ 14.93	\$ 15.35	\$ 15.77
6 Yard	\$ 17.45	\$ 17.93	\$ 18.42	\$ 18.93	\$ 19.45
8 Yard	\$ 19.72	\$ 20.26	\$ 20.82	\$ 21.93	\$ 22.53

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

Description (Container Size (YD) x # Pickup Days)	2025	2026	2027	2028	2029
1 x 1	\$ 32.03	\$ 32.91	\$ 33.81	\$ 34.74	\$ 35.70
1 x 2	\$ 62.37	\$ 64.09	\$ 65.85	\$ 67.66	\$ 69.52
2 x 1	\$ 39.89	\$ 40.99	\$ 42.12	\$ 43.27	\$ 44.46
2 x 2	\$ 77.69	\$ 79.83	\$ 82.03	\$ 84.28	\$ 86.60
3 x 1	\$ 47.81	\$ 49.12	\$ 50.47	\$ 51.86	\$ 53.29
3 x 2	\$ 93.78	\$ 96.36	\$ 99.01	\$ 101.73	\$ 104.53

IV. Refuse Containers

- A. Commercial refuse rates to service "dig-out" boxes, cages and other manually serviced refuse containers:
 - 1. Monthly rates shall apply to commercial and business establishment refuse collection and disposal from boxes, cages and other manually serviced containers, other than standard City issued containers shall be established by the Public Services Superintendent, based on equivalent size and collections per week.
- B. Any customer found by the Public Services Superintendent or his designee to be in violation of the Standards for Commercial Sanitation Containers, as listed above, shall be issued a written Notice of such violation. The Notice shall be personally delivered to the customer or shall be sent Certified Mail, postage prepaid, return receipt requested, and such Notice shall state:
 - 1. The condition which has caused the violation; and
 - 2. That the customer shall have ten (10) days from the receipt of the Notice to abate the violation or make plans satisfactory to the Public Services Superintendent for the abatement of such violation.
 - 3. If the customer should fail to make the repairs or respond within the time limitations provided, the City may proceed to make the necessary repairs or, if necessary, replace the container and the costs expended thereof shall be added to the bill of the customer for water and other municipal services and be collected as a combined bill for such municipal utility services.

V. Commercial Refuse

- A. Any commercial refuse customer utilizing a trash compactor or requiring special/unusual service, such as excess trash outside of the container, will be measured by the yard at a rate of **\$19.10** per yard. Additional special service and administrative fees may also be assessed based upon collection **cost**.

VI. Non-Household Refuse

- A. Any non-household refuse or other item unsuitable for collection by regular refuse service or special flatbed service may be collected by the Sanitation Division upon the customer making a request therefore in the Finance office and paying in advance or having it placed on the bill. The special fees will start out at a minimum of thirty dollars and eighty-one cents (**\$31.66**), and it will go higher with having more refuse as determined by the Sanitation Supervisor, or Sanitation employee.

VII. Portable 4-Yard Dumpster Rental

- A. Portable 4-yard dumpster rentals are available for residential customers upon signing a rental agreement and paying the fees in advance in the Finance Office. The setting fee is \$45.00. Every time the dumpster is dumped and returned, there is an additional \$45.00 fee. The dumpster will be placed for 3 days.

VIII. 16 Yard Dump Trailer Rental

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

Public Services | Stormwater Utility

Stormwater Utility Rates are established for the purpose to assist the City in its responsibility for the operation, construction, maintenance, and repair of stormwater drainage system facilities and levy system to provide adequate systems of collections, conveyance, detention, treatment & release of stormwater and the reduction of potential hazards to property and life resulting from stormwater runoff. These rates are based off class use and the 2023 Stormwater Rate Analysis Study.

I. Stormwater Rates Class Schedule Descriptions

- A. **Class I:** Residential users
- B. **Class II:** All non-residential users with less than or equal to 5,0000 impervious surface square footage
- C. **Class III:** All non-residential users with impervious surface square footage of between 5,001 and 25,000 square feet.
- D. **Class IV:** All non-residential users with impervious surface square footage of between 25,000 and 100,000 square feet.
- E. **Class V:** All non-residential users with impervious surface square footage greater than 100,000 square feet.

II. Stormwater Rate Table

Monthly Stormwater Service Fees by Class					
Class Type	2025	2026	2027	2028	2029
I.	\$4.12	\$4.24	\$4.37	\$4.50	\$4.64
II.	\$12.36	\$12.73	\$13.11	\$13.50	\$13.91
III.	\$24.72	\$25.46	\$26.22	\$27.01	\$27.82
IV.	\$49.44	\$50.92	\$52.45	\$54.02	\$55.64
V.	\$98.88	\$101.85	\$104.91	\$108.06	\$111.31

Public Services | Utility Account

I. Utility Account

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

II. Disconnect Fee

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

III. Payment of Bills

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

IV. General Fees

A. Inside City Limits

Meter Size	Oct. 2024- Dec. 2025	2026	2027	2028	2029
5/8"	\$21.69	\$25.05	\$28.94	\$30.10	\$31.30
3/4"	\$32.71	\$37.78	\$43.64	\$45.39	\$47.20
1"	\$54.46	\$62.90	\$72.65	\$75.56	\$78.58
1 1/2"	\$108.38	\$125.18	\$144.58	\$150.36	\$156.38
2"	\$173.49	\$200.38	\$231.44	\$240.70	\$250.33
3"	\$488.12	\$563.78	\$651.16	\$677.21	\$704.29
4"	\$1,084.39	\$1,252.47	\$1,446.60	\$1,504.46	\$1,564.64
6"	\$1,287.37	\$1,486.91	\$1,717.38	\$1,786.08	\$1,857.52
8"	\$3,789.90	\$4,377.33	\$5,055.82	\$5,258.05	\$5,468.37
Unit Charges per Thousand Gallons Usage					
5/8" to 6"	\$6.52	\$7.53	\$8.70	\$9.05	\$9.41
8"	\$3.63	\$4.20	\$4.85	\$5.05	\$5.25

B. Outside City Limits

Meter Size	Oct. 2024- Dec. 2025	2026	2027	2028	2029
5/8"	\$43.31	\$50.02	\$57.78	\$60.09	\$62.49
3/4"	\$65.47	\$75.62	\$87.34	\$90.83	\$94.47
1"	\$108.87	\$125.74	\$145.24	\$151.05	\$157.09
1 1/2"	\$216.83	\$250.44	\$289.26	\$300.83	\$312.86
2"	\$346.99	\$400.77	\$462.89	\$481.41	\$500.66
Unit Charges per Thousand Gallons Usage					
5/8" to 2"	\$13.04	\$15.06	\$17.40	\$18.09	\$18.82

V. Water Conservation Violations Municipal Code Section 62-203b

Reconnect Fee	1 st	2 nd	Additional Connections within one year
	\$75.00	\$150.00	\$300.00



City Commission Agenda Item

Meeting Date: January 21, 2025
From: Randy Frazer, City Manager
Item: Letter of Agreement Approval with Burns & McDonnell Engineering Co. Inc. - WTP Chloride Discharge Review

Motion: A Resolution authorizing the City of Arkansas City to enter into a Letter of Agreement with Burns & McDonnell Engineering Company, Inc. to provide professional engineering services for the Water Treatment Plant Chloride Discharge Review, for an amount not to exceed \$25,000.00. **(Voice Vote)**

Purpose: To approve a letter agreement with Burns & McDonnell Engineering Company, Inc. for professional engineering services to evaluate water quality trends for increasing chloride levels discharged from the Wastewater Treatment Facility (WWTF).

Background: The City of Arkansas City has identified increasing chloride levels in the discharge from its WWTF, which may have regulatory and operational implications. In response, Burns & McDonnell Engineering Company, Inc. has proposed professional services to analyze water quality trends, determine likely causes, and recommend operational or other mitigation strategies. This agreement outlines the scope of services, responsibilities, and compensation terms. The total cost for the proposed services is not to exceed \$25,000 without prior written consent from the City.

The scope includes evaluating water quality data, identifying trends, and proposing solutions to address the chloride discharge issue. Burns & McDonnell will provide these services in accordance with the attached Exhibit A. The city will provide relevant historical data and support to facilitate the evaluation.

Commission Options:

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

Fiscal Impact: Amount: **\$25,000.00**

Fund: **18-Wastewater** Department: **660-WWTP** Expense Code: **6214-Other Professional Services**

Included in budget Grant Bonds Other Not Budgeted

Attachments: Resolution & Letter of Agreement

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2025-01-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO A LETTER AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE WATER TREATMENT PLANT CHLORIDE DISCHARGE REVIEW, FOR AN AMOUNT NOT TO EXCEED \$25,000.00.

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

SECTION ONE: The Governing Body of the City of Arkansas City hereby authorizes the City to enter into a letter agreement with Burns & McDonnell Engineering Company, Inc. to provide professional engineering services for the Water Treatment Plant Chloride Discharge Review, for an amount not to exceed \$25,000.00. Such Agreement is attached hereto and incorporated herein by reference.

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

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

ADOPTED AND APPROVED by the Governing Body of the City of Arkansas City, Kansas this 21st day of January, 2025.

(Seal)

Chad Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM.

Larry R. Schwartz, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-01-_____ of the City of Arkansas City, Kansas adopted by the Governing Body on January 21, 2025 as the same appears of record in my office.

DATED: _____

Tiffany Parsons, City Clerk



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

January 09, 2025

Mr. Randy Frazer
 City Manager
 City of Arkansas City, Kansas
 City Hall
 118 W. Central Ave.
 Arkansas City, Kansas 67005

Re: Professional Engineering Services for WTP Chloride Discharge Review

Dear Mr. Frazer,

In accordance with our previous discussion, we are pleased to submit our letter agreement for professional engineering services on the referenced Project as follows. If acceptable, please sign where indicated and return a fully executed copy to the undersigned. Any changes you make are subject to our acceptance in writing. For purposes of this Agreement, City of Arkansas City, Kansas is hereafter referred to as the CLIENT and Burns & McDonnell Engineering Company, Inc. is hereafter referred to as the CONSULTANT.

PROJECT:

CLIENT requests CONSULTANT to provide Services as set out in this Letter Agreement on the following Project.

- A. Evaluate water quality trends related to the increasing chloride levels discharged from the WWTF to determine the likely cause and develop potential operational or other mitigation activities.

SCOPE OF SERVICES:

The Services to be provided by CONSULTANT for CLIENT are as follows:

- A. Services are set out in the attached Exhibit A.

RESPONSIBILITIES OF CLIENT:

It is our understanding that CLIENT will provide the following:

- A. Assistance by placing at CONSULTANT's disposal all available information pertinent to the Scope of Services on this Project, including previous reports and any other data relative thereto. CONSULTANT shall rely on information made available by CLIENT as accurate without independent verification.

COMPENSATION:



City of Arkansas City, Kansas
January 09, 2025
Page 2 of 3

A. Amount of Payment

1. For Services performed, CLIENT shall pay CONSULTANT as follows:
 - a. For time spent by personnel, payment at the hourly rates indicated in the attached "Schedule of Hourly Professional Service Billing Rates" Form BMR25-6A. Such rates include overhead and profit. The rate schedule is effective to December 31, 2025, and will be adjusted annually thereafter.
 - b. For photocopy, telephone, fax, normal computer usage and computer-aided drafting (CAD), and mail, a technology charge per labor hour as specified on the rate schedule in effect at the time the Service is provided.
 - c. For expenses incurred by CONSULTANT, such as authorized travel and subsistence, including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to CONSULTANT plus ten percent (10%).
 - d. For reproduction, company vehicle usage, and testing apparatus, amounts will be charged according to the CONSULTANT's standard rates in effect at the time the Service is provided.
 - e. For Services rendered by other firms or individuals as subcontractors to CONSULTANT, including but not limited to surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, environmental data base search, photos, or other activities required or requested by CLIENT, the same will be billed at the cost to CONSULTANT plus ten percent (10%). Expenses incurred by such outside consultants in service to CLIENT shall be reimbursable in accordance with 1.c. above.
2. Taxes: Any sales or use taxes, or their equivalent, imposed by state, local or other authorities shall be in addition to the compensation stated under "Amount of Payment."
3. Total payment for the Scope of Services described herein is not to exceed twenty-five thousand Dollars (\$ 25,000), which amount shall not be exceeded without prior written consent of CLIENT.
4. Statements:
 - a. Monthly statements shall be submitted by CONSULTANT to CLIENT covering Services performed and expenses incurred during preceding month.
 - b. Statements will set forth: hours worked by each person, total hours worked and total labor billing, and a summary of expenses and charges. Upon request, documentation.

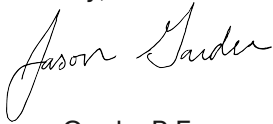
City of Arkansas City, Kansas
January 09, 2025
Page 3 of 3

TERMS AND CONDITIONS:

The attached Terms and Conditions for Professional Services is incorporated and made a part of this Agreement.

We appreciate the opportunity to present this Proposal. If it is acceptable, please sign and return one copy for our file.

Sincerely,



Jason Garder P.E.
Water Projects Manager

Daniel Clement P. G.
Project Manager

Enclosures:

Exhibit A: Scope of Services

Schedule of Hourly Professional Service Billing Rates

Terms and Conditions for Professional Services

ACCEPTED:

CITY OF ARKANSAS CITY, KANSAS

By: _____

Title: _____

Date: _____

Exhibit A
City of Arkansas City, Kansas
Chloride Discharge Review

1. Data Review
 - a. Review available data on existing water from City (raw water, WTP discharge, WWTF effluent and combined effluent discharge), KDHE provided surface water quality data, and previous reports
 - b. Establish and evaluate chloride trends
 - c. Establish correlation between chloride trends in reviewed sources
 - d. Review sample collection protocol and current process performance data
2. Progress meeting with KDHE staff
 - a. Meeting with City and KDHE staff to review the findings and identify additional data needs if any. Review option for process modification as detailed in the waste stream summary review.
 - b. Develop necessary supporting documentation for meeting.
3. Develop technical memorandum summarizing findings and potential outcomes
4. Develop an outline of next steps if needed and as appropriate.

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$78.00
Technician *	6	\$99.00
Assistant*	7	\$120.00
	8	\$165.00
	9	\$195.00
Staff*	10	\$222.00
	11	\$243.00
Senior	12	\$275.00
	13	\$297.00
Associate	14	\$306.00
	15	\$308.00
	16	\$310.00
	17	\$313.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
5. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
6. The rates shown above are effective for services through December 31, 2024, and are subject to revision thereafter.



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Chloride Discharge Review	Date of Letter, Proposal, or Agreement: January 9, 2025
Client: City of Arkansas City, Kansas	Client Signature:

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMCD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, and Commercial General Liability and Automobile Liability insurance each with combined single limits of \$1,000,000.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO form CG 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's property insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in, whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising this Project or Agreement, except to the

extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties, unless those damages are covered by any applicable insurance policy.

C. BMcD's aggregate liability for all damages connected with its services for the Project, will not exceed the greater of policy limits for any applicable insurance policy or policies, or the amount paid to BMcD by Client or otherwise pursuant to this Agreement.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility - Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

(continued on reverse side)

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph SA to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs arising out of or otherwise related to pollution and/or environmental problems, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party; or for any reason by Client upon 60 (sixty) days' written notice. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated, non-binding mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state court in Cowley County, Kansas or federal court in Wichita, Kansas, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state court in Cowley County, Kansas or federal court in Wichita, Kansas, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Kansas without regard to any conflicts of law provisions.

18. RIGHTS AND BENEFITS- NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

12/19/2013



City Commission Agenda Item

Meeting Date: January 21, 2025
From: Stuart Cassaboom, Fire/EMS Chief
Item: Purchase All Band Portable Radios

Motion: A Resolution authorizing the City of Arkansas City to purchase nine (9) APX 8000 all band portable radios in compliance with the Kansas State Interoperable Communications System (KSICS) 800 MHz radios, from Motorola Solutions, for an amount not to exceed \$67,715.10, excluding shipping. **(Voice Vote)**

Background: The purchase of these nine (9) radios will allow the Arkansas City Fire/EMS Department to comply with the FBI Criminal Information Service Security Policy along with the State of Kansas enhanced 800 MHz communication system allowing for encryption of personal information shared over the radio. The policy change went into effect in December 2022 and required local and state agencies to gain the capabilities to be in compliance with encryption radio traffic to protect personal information transmitted over the air. The Arkansas City Fire/EMS Department currently utilizes Motorola radios, chargers and batteries and has been pleased with the product. By staying with Motorola, staff can keep costs down and to not have to purchase a variety of different chargers and batteries.

Commission Options:

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

Fiscal Impact: Amount: **\$67,715.10, excluding shipping**

Fund: **01-General** Department: **310-Fire/EMS** Expense Code: **7502-Communication Equipment**

Included in budget Grant Bonds Other Not Budgeted

Attachments: Resolution, Quote

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2025-01-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO PURCHASE NINE (9) APX 800 ALL BAND PORTABLE RADIOS IN COMPLIANCE WITH THE KANSAS STATE INTEROPERABLE COMMUNICATIONS SYSTEM (KSICS) 800 MHZ RADIOS, FROM MOTOROLA SOLUTIONS, FOR AN AMOUNT NOT TO EXCEED \$67,715.10, EXCLUDING SHIPPING.

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 City of Arkansas City to purchase nine (9) APX 8000 all band portable radios in compliance with the Kansas State Interoperable Communications System (KSICS) 800 MHz radios, from Motorola Solutions, for an amount not to exceed \$67,715.10, excluding shipping.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 21st day of January 2025.

(Seal)

Chad Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-01-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on January 21, 2025, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk

MOTOROLA SOLUTIONS



ARKANSAS CITY, CITY OF

01/02/2025

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.



01/02/2025

ARKANSAS CITY, CITY OF
115 S D ST
ARKANSAS CITY, KS 67005

Dear ,

Motorola Solutions is pleased to present ARKANSAS CITY, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide ARKANSAS CITY, CITY OF with the best products and services available in the communications industry. Please direct any questions to Jerad Wilson at jeradw@firstwirelessinc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jerad Wilson

Motorola Solutions Manufacturer's Representative



QUOTE-2952310

Billing Address:
 ARKANSAS CITY, CITY OF
 115 S D ST
 ARKANSAS CITY, KS 67005
 US

Quote Date:01/02/2025
 Expiration Date:03/03/2025
 Quote Created By:
 Jerad Wilson
 jeradw@firstwirelessinc.com

End Customer:
 ARKANSAS CITY, CITY OF

Contract: 21810 - JOHNSON COUNTY
 (KS)
 AGREEMENT: STATE OF KANSAS

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	9	\$7,688.00	\$4,612.80	\$41,515.20
1a	HA00690AA	ADD: 7Y ESSENTIAL SERVICE HTP	9	\$386.00	\$386.00	\$3,474.00
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	9	\$567.00	\$340.20	\$3,061.80
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	9	\$330.00	\$198.00	\$1,782.00
1d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	9	\$0.00	\$0.00	\$0.00
1e	QA02006AC	ENH: APX8000XE RUGGED RADIO	9	\$880.00	\$528.00	\$4,752.00
1f	QA00580AA	ADD: TDMA OPERATION	9	\$495.00	\$297.00	\$2,673.00
1g	QA05508AA	DEL: DELETE VHF BAND	9	-\$800.00	-\$480.00	-\$4,320.00
1h	QA09000AA	ADD: DIGITAL TONE SIGNALING	9	\$165.00	\$99.00	\$891.00
1i	H38BS	ADD: SMARTZONE OPERATION	9	\$1,650.00	\$990.00	\$8,910.00
1j	QA09113AB	ADD: BASELINE RELEASE SW	9	\$0.00	\$0.00	\$0.00
1k	QA01427AG	ALT: APX8000/XE HOUSING GREEN	9	\$28.00	\$16.80	\$151.20
2	PMMN4152A	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITHOUT KNOB, UL	9	\$707.00	\$424.20	\$3,817.80



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc. 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-2952310

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	NNTN8856B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 230VAC, AUST/NZ	9	\$186.50	\$111.90	\$1,007.10

Grand Total **\$67,715.10(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



**CITY OF ARKANSAS CITY, KANSAS
FINANCIAL SUMMARY
Year-To-Date December 31, 2024**

Fund	Cash Summary						Budget Summary			
	1/1/2024 Beginning Cash Balance	Prior Year Encumbrances/ Adjusting Entries	Receipts	Disbursements	Change in Assets/Liabilities	12/31/2024 Ending Cash Balance	Budget	Encumbrances	Budget Variance (Unfavorable)	% Remaining
01 - GENERAL FUND	\$ 2,836,988.58	\$ 209,743.29	\$ 12,467,202.77	\$ 11,182,992.43	\$ (527,363.59)	\$ 3,384,092.04	\$ 14,115,945	\$ 341,521.95	\$ 2,591,431	18%
15 - STORMWATER FUND	\$ 467,706.16	\$ -	\$ 455,902.64	\$ 215,062.10	\$ (36,994.44)	\$ 671,552.26	\$ 443,070	\$ -	\$ 228,008	51%
16 - WATER FUND	\$ 3,720,338.54	\$ 111,861.25	\$ 5,790,902.06	\$ 5,218,857.42	\$ (598,385.09)	\$ 3,582,136.84	\$ 6,937,448	\$ 1,327,761.21	\$ 390,829	6%
18 - SEWER FUND	\$ 4,510,945.03	\$ 54,590.00	\$ 4,319,532.06	\$ 2,479,029.55	\$ (702,854.85)	\$ 5,594,002.69	\$ 2,976,359	\$ 19,410.00	\$ 477,919	16%
19 - SANITATION FUND	\$ 1,610,295.01	\$ 205,671.48	\$ 2,173,746.94	\$ 1,566,949.95	\$ (241,589.33)	\$ 1,769,831.19	\$ 1,882,780	\$ -	\$ 315,830	17%
20 - SPECIAL RECREATION FUND	\$ 49,082.60	\$ -	\$ 18,781.00	\$ 10,528.30	\$ -	\$ 57,335.30	\$ 70,425	\$ 7,134.14	\$ 52,763	75%
21 - SPECIAL STREET FUND	\$ 564,297.00	\$ -	\$ 826,707.87	\$ 362,008.91	\$ (3,699.75)	\$ 1,025,296.21	\$ 715,100	\$ -	\$ 353,091	49%
23 - TOURISM/CONVENTION FUND	\$ 110,708.22	\$ -	\$ 165,734.70	\$ 132,559.10	\$ -	\$ 143,883.82	\$ 272,922	\$ -	\$ 140,363	51%
26 - SPECIAL ALCOHOL FUND	\$ 85,992.76	\$ -	\$ 19,906.00	\$ 20,030.66	\$ (4,391.46)	\$ 81,476.64	\$ 111,739	\$ -	\$ 91,708	82%
27 - PUBLIC LIBRARY FUND	\$ 8,553.94	\$ -	\$ 448,915.88	\$ 448,915.88	\$ (8,553.94)	\$ -	\$ 454,974	\$ -	\$ 6,058	1%
29 - SPECIAL LAW ENF TRUST FUND	\$ 2,848.48	\$ -	\$ -	\$ -	\$ -	\$ 2,848.48	Not a Budgeted Fund			
31 - LAND BANK FUND	\$ 16,608.90	\$ -	\$ 1,501.00	\$ 120.27	\$ -	\$ 17,989.63	\$ 21,451	\$ -	\$ 21,331	99%
32 - MUNICIPALITIES FIGHT ADDICTION FUND	\$ 32,235.16	\$ -	\$ 40,078.86	\$ -	\$ -	\$ 72,314.02	\$ 59,253	\$ -	\$ 59,253	100%
43 - BOND & INTEREST FUND	\$ 160,927.81	\$ -	\$ 2,475,635.82	\$ 2,496,148.60	\$ -	\$ 140,415.03	\$ 2,611,836	\$ -	\$ 115,687	4%
44 - HEALTHCARE SALES TAX FUND	\$ -	\$ -	\$ 2,351,751.31	\$ 2,351,751.31	\$ -	\$ -	\$ 2,500,000	\$ -	\$ 148,249	6%
45 - UNPLEDGED HEALTHCARE SALES TAX FUND	\$ 30,403.17	\$ -	\$ 103,908.51	\$ 4,100.00	\$ -	\$ 130,211.68	\$ 252,800	\$ -	\$ 248,700	98%
53 - MUNICIPAL COURT FUND	\$ 9,515.63	\$ 13,979.42	\$ 4,463.79	\$ -	\$ 11,356.32	\$ 11,356.32	Not a Budgeted Fund			
54 - EQUIPMENT RESERVE FUND	\$ 184,746.02	\$ -	\$ -	\$ -	\$ -	\$ 184,746.02	Not a Budgeted Fund			
57 - CID SALES TAX FUND	\$ -	\$ -	\$ 79,083.80	\$ 79,083.80	\$ 6,063.59	\$ 6,063.59	\$ 85,000	\$ -	\$ 5,916	7%
68 - CAPITAL IMPROVEMENT FUND	\$ 1,558,692.81	\$ -	\$ 108,086.17	\$ 391,852.54	\$ (11,375.00)	\$ 1,263,551.44	Not a Budgeted Fund \$ 14,000.00			
TOTALS	\$ 15,960,885.82	\$ 595,845.44	\$ 31,851,841.18	\$ 26,959,990.82	\$ (2,117,787.54)	\$ 18,139,103.20	\$ 33,511,102.00			

INDEBTEDNESS:

2019 PBC	\$ 10,640,000
GO 2020 REFUNDING & IMPROVEMENT BOND	\$ 15,265,000
GO 2022 TAXABLE STROTHER FIELD	\$ 4,050,000
GO 2023 TAXABLE LAND PURCHASE	\$ 515,000
2019 FERRARA PUMPER TRUCK LEASE	\$ 270,235
2021 RAVO STREET SWEEPER	\$ 43,290
2023 WWTP SRF LOAN	\$ 8,870,342
TOTAL	\$ 39,653,868

Note: Information is Unaudited