



City Commission Meeting

August 06, 2024 at 5:30 PM

118 W Central Ave, Arkansas City, KS

Please join our meeting <https://global.gotomeeting.com/join/187159701>
Or dial in using your phone: United States: +1 (872) 240-3412 Access Code: 187 159 701

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. Recognition of Visitors/Staff

1. Recognize and congratulate Terice Watts on receiving the Nancy Crain Administrative Professional of the Year Award.

III. Consent Agenda (Voice Vote)

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

1. Approve the July 16, 2024, regular meeting minutes as written.
2. Ratify Mayor Jay Warren's appointment of Eric Burr to the Community Spirit Award Committee.
3. A Resolution approving the public hearing notice publication and setting the public hearing for Tuesday, August 20, 2024, at 5:30 p.m., to consider an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds to improve Wilson Park. **(Voice Vote)**
4. A Resolution scheduling a public hearing at 5:30 PM on October 1, 2024, in the Commission Chambers at City Hall to determine if the structure located at 426 S. Summit St. is unsafe and dangerous. **(Voice Vote)**

IV. New Business

City Manager Department

1. A Resolution authorizing the City of Arkansas City to allocate transient guest tax funds to Visit Ark City, in the amount of \$20,000.00, for their office remodel project. **(Voice Vote)**
2. A Resolution authorizing the City of Arkansas City into a Memorandum of Understanding (MOU) by and between the City of Arkansas City, KS and Cowley County, KS, for the purpose of establishing a coordinated approach for the use, maintenance, and operation of Outdoor Warning Sirens within the jurisdiction of Arkansas City and Cowley County. **(Voice Vote)**

3. An Ordinance, granting to Evergy Kansas South, Inc., a Kansas Corporation, an electric franchise including the right to construct, operate and maintain electric transmission, distribution and street lighting facilities within the corporate limits of the City of Arkansas City, Kansas, and repealing Ordinance 2019-05-4489. **(Roll Call Vote)**
4. A Resolution authorizing the City of Arkansas City to enter into an agreement by and between The Secretary of Transportation of the Kansas Department of Transportation (KDOT), the City of Arkansas City, KS, the City of Winfield, KS, and the Strother Field Commission, for the US-77 State Highway Construction Project. **(Voice Vote)**
5. Select three (3) voting delegates and three (3) alternates to the 2024 League of Kansas Municipalities (LKM) Annual Business Meeting to be held on Saturday, October 12, 2024. **(Voice Vote)**

Public Services Department

1. A Resolution authorizing the City of Arkansas City accept a bid submitted by Berry Tractor, to purchase a 2024 Blue Diamond Cold Planer skid steer attachment in the amount of \$25,855.20. **(Voice Vote)**

V. City Manager Updates & Reminders

VI. Items for Discussion by City Commissioners

VII. Comments from the Audience for Items not on the Agenda

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

VIII. Adjournment



City Commission Agenda Item

Meeting Date: August 6, 2024
From: Randy Frazer, City Manger
Item: Terice Watts AAKC Nancy Crain Administrative Professional of the Year Award Recognition

Purpose: Recognize and congratulate Terice Watts on receiving the Nancy Crain Administrative Professional of the Year Award.

Background: City of Arkansas City Administrative, Assistant Terice Watts was named the Nancy Crain Administrative Professional of the Year during the Administrative Assistants of Kansas Cities (AAKC) Annual Spring Conference held in Olathe, Kansas this year.

The AAKC Municipal Administrative Assistant Award, now known as the Nancy Crain Memorial Award, was established in 2009. It aims to honor administrative assistants who contribute their expertise to their profession and community, along with their commitment to their municipalities.

In 2010, the award was renamed in memory of Nancy Crain, a dedicated AAKC founding member who tragically lost her battle with cancer. At the time of her passing, Crain was an employee of the City of Arkansas City.

Watts began working for the City of Arkansas City as an Administrative Assistant on February 25, 2008. "I was privileged to work with Nancy when I first hired on with the city. It is an honor to be the first to receive the award in the very municipality she worked for," said Watts.

Since her membership with AAKC, Watts has served as membership chair from 2010-2015. Watts currently serves as the AAKC president, a position she was elected to in 2021. In addition, Watts has held roles as president and vice president of the Kansas City Metro Association of Permit Technicians, serving as president from 2017-2022 and currently holding the office of vice president since her election in 2023.

Locally, Watts served as a Jefferson PTO officer from 2008-2011 and the Jefferson Elementary PTO president from 2011-2017. She currently serves as the Cowley County Humane Society president.

The Nancy Crain Memorial Award is one of the highest honors an administrative professional can receive, recognizing those who contribute their skills to their profession and community and their dedication to their municipalities.

Commission Options:

1. Congratulate Terice for all her hard work, achievements and contributions to the department and City of Arkansas City.

Attachments: Nancy Crain Municipal Administrative Assistant Professional of the Year Award & images courtesy of AAKC.

Approved for Agenda by:

Randy Frazer, City Manager







City Commission Agenda Item

Meeting Date: August 6, 2024
From: Tiffany Parsons, City Clerk
Item: Approve the July 16, 2024, Regular Meeting Minutes

Purpose: Approve the July 16, 2024, regular meeting minutes as written.

Background:

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

Commission Options:

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

Approved for Agenda by:

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

Randy Frazer, City Manager



Tuesday, July 16, 2024
Regular Meeting Minutes
118 W Central Ave, Arkansas City, KS

Routine Business

1. Opening Prayer led by City Attorney Larry Schwartz and Pledge of Allegiance led by Vice Mayor Beeson.
2. Roll Call

PRESENT

Commissioner (Vice Mayor) Chad Beeson
Commissioner Diana Spielman
Commissioner Tad Stover
Commissioner Charles Tweedy

ABSENT

Mayor Jay Warren

Also present from staff: City Attorney Larry Schwartz, City Manager Randy Frazer, Administrative Assistant Terice Watts, Finance Director/City Treasure Jennifer Waggoner, Municipal Project Manager Nick Rizzio, and Police Chief Jim Holloway.

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

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

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

Awards and Proclamations

1. Proclaim July 26, 2024, as National Disability Independence Day in Arkansas City as read by Commissioner Spielman.

Consent Agenda

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

1. Approve the July 2, 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 5:15 p.m. Tuesday, August 6, 2024, in the Commission Room at City Hall, located at 118 W. Central Ave. in Arkansas City.

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

*Voice Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Stover, Commissioner Tweedy, and Vice Mayor Beeson. Vice Mayor Beeson declared the motion approved, given **Resolution No. 2024-07-3622***

New Business

City Manager Frazer offered the following items for consideration:

City Manager Department

1. An Ordinance granting IdeaTek Telcom, LLC a Contract Franchise to construct, operate and maintain a telecommunications system in the City of Arkansas City, Kansas.

City Manager Frazer explained that Idea Tek will offer affordable underground fiber wire internet services to our community members. The group is partnering with the city for use of right-of-way(s) in order to complete the project. Future public campaigns will be held by Idea Tek to answer questions to the public and officer services.

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

*Voting Yea: Vice Mayor Beeson, Commissioner Spielman, Commissioner Stover, and Commissioner Tweedy. Vice Mayor Beeson declared the motion approved; given **Ordinance No. 2024-07-4614.***

2. A Resolution authorizing the City of Arkansas City to enter into an agreement for the sale and purchase of real estate with ONE Gas, Inc., of Tulsa, OK, for a total sale price not to exceed \$21,000.00.

The contract is for the purchase of vacant land at just under 4.4 acres of land.

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

*Voice Voting Yea: Vice Mayor Beeson, Commissioner Spielman, Commissioner Stover, and Commissioner Tweedy. Vice Mayor Beeson declared the motion approved; given **Resolution No. 2024-07-3624.***

3. Consider a Resolution approving the notice of intent to exceed the Revenue Neutral Rate (RNR) and set the date for a public hearing at 5:30 p.m. on September 3, 2024, for the purpose of hearing and answering objections of taxpayers relating to the Revenue Neutral Rate and the amount of ad valorem tax and proposed use of all funds.

Finance Director/Treasure Waggoner explained that the amount proposed is 64.5 mills. The notice to exceed must be given to the County Clerk by July 20th. Our current mill levy is 63.74. Staff and the commission worked diligently together to come to reasonable accommodations that involved cutting the budget.

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

*Voice Voting Yea: Vice Mayor Beeson, Commissioner Spielman, Commissioner Stover, and Commissioner Tweedy. Vice Mayor Beeson declared the motion approved; given **Resolution No. 2024-07-3623.***

City Manager Updates & Reminders

City Manager Frazer provided reminders and updates before the commission.

1. The city received notification from KDHE that the city was awarded the Kansas Public Water Supply Loan \$2,089,000 at 100 percent forgiveness. This loan will put in a sand filter in the water treatment plant to help treat the manganese in the water treatment system.
2. Thursday, July 18th is mandatory harassment training for city staff. There are two time slots, one at 10:00 am and the other at 1:30 pm.
3. July 23rd is the Public Open House for the proposed Master Development Plan of the intersection of 8th Street and Skyline Road, which is the 101 acres tract of land in the northwest part of town the city

purchased for future housing development. The come-and-go event will be held at the First Church of the Nazarene, 1928 N 11th St. Arkansas City, KS from 5:00 PM to 7:00 PM.

- 4. The League of Kansas Municipalities (LKM) conference is October 10th - 12th in Wichita, KS. Which is on a Thursday, Friday Saturday this year.
- 5.
- 6. PBC Bond call today, apparently can make too much interest on the funds. The sales tax gets turned over to trustee, some money trustee was holding made more than the actual bonds were, therefore the city may need to pay more money to the IRS out of those redemption funds because those funds earned more money than the bonds should have.
- 7. Updated list on projects and PEC projects reviewed and handed out the commission.
 - a. Goff Tower Rehabilitation project will kick off August 1st. The logo is all worked out with Creekstone.
 - b. Hike & Bike Trail Phase Two should be back on scheduled for this fall.
- 8. Financial Summary for June 2024 located in the back of the packet.

Comments from the Audience for Items not on the Agenda

Those who signed up to speak during the meeting will have the opportunity to address the commission for a period of 5 minutes.

John Sybrant spoke of concerns for Wilson Park Master Plan and specifically the housing development portion. Sybrant recalls only having the revitalization of the train being the master plan not other additions. He would like to see the park stay a park and not be developed on, further questioning if the commission voted on the master plan? There has been no official action by this commission to date. Commissioner Spielman noted that the Pavilion for the Farmers market that has been completed was a part of the Wilson Park Master Plan. Sybrant went on to inquire about the old hospital property seeking confirmation that there was no current agreement to build on the vacant lot. Commission Tweedy advised that we were not at that point yet. Sybrant requested it be known publicly when it come to developing and the Master Plan.

Adjournment

Motion made by Commissioner Tweedy, so moved by Commissioner Stover to adjourn the meeting.

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

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

(Seal)

Chad Beeson, Vice Mayor

ATTEST:

Tiffany Parsons, City Clerk

Prepared by:

Tiffany Parsons, City Clerk



City Commission Agenda Item

Meeting Date: August 6, 2024
From: Tiffany Parsons, City Clerk
Item: City Board Appointment – Eric Burr to Community Spirit Award Committee (Joe B. Avery)

Purpose: Ratify Mayor Jay Warren’s appointment of Eric Burr to the Community Spirit Award Committee.

Background:

Eric Burr has expressed an interest in serving on this board. Residing in Arkansas City for 49 years, Eric has previously served our community as a Police Chief and since retiring, is currently employed with USD 470. As founder of the Suicide Prevention of Cowley County Coalition 2021, he has also championed the introduction of "Hope Squad" to Arkansas City Middle & High Schools, Cowley College, Winfield Middle & High Schools, Udall Jr/Sr High, Burden Jr/Sr High, Dexter Jr/Sr High and Southwestern College. Eric has been a Big Brother for 7 years in a site-based match through Big Brothers Big Sisters of Cowley County, served as a Cowley County Crime Stoppers Board Member, Youth Suicide Prevention Task Force Ks Atty General Office, and Garrett Lee Smith Youth Suicide Prevention Workgroup.

The board and Mayor Warren recommend Eric Burr to the Community Spirit Award 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: August 6, 2024
From: Randy Frazer, City Manager
Item: Public Hearing Notice - KDOC Small Cities Community Development Block Grant for Wilson Park

Purpose: A Resolution approving the public hearing notice publication and setting the public hearing for Tuesday, August 20, 2024, at 5:30 p.m., to consider an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds to improve Wilson Park. **(Voice Vote)**

Background:
The City of Arkansas City is applying for a CDBG grant under the Community Facility category for Community Centers, Libraries and Parks to make improvements to Wilson Park. A specific application to be discussed will be the Park Improvements including Splash Pad Fountain, Playground Equipment and Appurtenances to be located in the Wilson Park at the following location: North Summit Street on the east side, West Birch Street on the north side, 2nd Street on the west side and Maple Street on the south side.


The estimated project cost is \$1,140,968 with a grant request for \$800,000 of the project cost. Other project proposals introduced at the hearing will be considered. Oral and written comments will be recorded and become a part of the Arkansas City’s CDBG Citizen Participation Plan.

Before the City can apply for this grant, it first must hold a public hearing on Tuesday, **August 20, 2024**, to hear alternate project suggestions from citizens, as well as comments on this proposed CDBG project.

- Commission Options:**
- 1. Approve the Resolution
 - 2. Disapprove the Resolution
 - 3. Table the Resolution for further discussion

Fiscal Impact:
Amount: Publication Cost
Fund: Department: Expense Code:
 Included in budget Grant Bonds Other Not Budgeted

Attachments: Resolution and Public Hearing Notice Draft.

Approved for Agenda by:


Randy Frazer, City Manager

RESOLUTION NO. 2024-08-_____

A RESOLUTION APPROVING THE PUBLIC HEARING NOTICE FOR PUBLICATION AND SETTING THE PUBLIC HEARING FOR TUESDAY, AUGUST 20, 2024, AT 5:30 P.M., TO CONSIDER AN APPLICATION TO BE SUBMITTED TO THE KANSAS DEPARTMENT OF COMMERCE FOR SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPROVE WILSON PARK.

WHEREAS, the City of Arkansas City wishes to apply for the Small Cities Community Development Block Grant (CDBG) funds to make improvements to Wilson Park. The specific application for park improvements to be discussed will include a splash pad fountain, playground equipment and appurtenances be located in Wilson Park at the following location: North Summit Street on the east side, West Birch Street on the north side, 2nd Street on the west side and Maple Street on the south side; and

WHEREAS, before the city can apply for this grant, it first must hold a public hearing and give public notice, to hear alternate project suggestions from citizens, as well as comments on this proposed CDBG project; and

WHEREAS, the estimated project cost is \$1,140,968 with a grant request for \$800,000 of the project cost. Other project proposals introduced at the hearing will be considered.

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

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby established that it shall hold a public hearing on Tuesday, August 20, 2024, at 5:30 P.M., in the Commission Chambers at City Hall, 118 W. Central Ave., Arkansas City, Kansas, for the purpose of considering a application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant (CDBG) funds to improve Wilson Park.

SECTION TWO: The Governing Body of Arkansas City, Kansas, herby authorizes the City of Arkansas City, Kansas, to apply for a Community Development Block Grant in the amount of \$562,000.00 to replace water lines in Sleeth Addition.

SECTION THREE: 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, and also to notify all persons requesting notice of such public hearings under the Kansas Open Meetings Act.

SECTION FOUR: 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 6th day of August 2024.

(Seal)

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2024-08-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on August 6, 2024, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk

CDBG PUBLIC HEARING NOTICE
COMMUNITY IMPROVEMENT APPLICATION

The City of Arkansas City, Kansas will hold a public hearing on Tuesday, August 20, 2024, at 5:30 pm in the City Commission Meeting Room located at 118 W. Central, Arkansas City, Cowley, Kansas for the purpose of considering an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the Community Facility category for Community Centers, Libraries and Parks. A specific application to be discussed will be the Park Improvements including Splash Pad Fountain and Playground Equipment and Appurtenances to be located in the Wilson Park at the following location: North Summit Street on the east side, West Birch Street on the north side, 2nd Street on the west side and Maple Street on the south side.

The specific breakdown of the improvements are as follows: Section 1: Splash Pad Fountain: 8,000 sf site clearing, 1 LS existing playground removal, 450 CY general earthwork, 700 SF 4" non reinforced concrete sidewalk, 36 LF 3" water supply line, 1 EA water supply , tap, meter, backflow preventer, 180 LF12" SDR 35 storm sewer, 1 EA storm sewer manhole, 1 EA Nyloplast area drain, 125 LF electrical conduit & wire, 3,500 SF site restoration and 1 LS splash pad equipment, concrete pad, shades, site furnishing and installation. Section 2: Playground: 8,100 SF site clearing, 500 CY general earthwork, 2,000 SF 4" nonreinforced concrete sidewalk, 2,850 SF site restoration, 1 LS playground equipment plus delivery, and 1 LS playground equipment installation plus safety surface (mulch-12" depth).

The estimated project cost is \$1,140,968 with a grant request for \$800,000 of the project cost. Other project proposals introduced at the hearing will be considered. Oral and written comments will be recorded and become a part of the Arkansas City's CDBG Citizen Participation Plan.

Reasonable accommodation will be made available to persons with disabilities. Request should be submitted to Tiffany Parsons, City Clerk by August 16, 2024.



City Commission Agenda Item

Meeting Date: August 6, 2024
From: Mike Bellis, Building Official
Item: Dangerous Structure Set Hearing

Purpose: A Resolution scheduling a public hearing at 5:30 PM on October 1, 2024, in the Commission Chambers at City Hall to determine if the structure located at 426 S. Summit St. is unsafe and dangerous. **(Voice Vote)**

Background:
The attached resolution will set a public hearing at 5:30 PM on Tuesday, October 1, 2024, in the Commission Chambers of City Hall located at 118 W. Central Ave., for the Governing Body to determine a dangerous structure.


The property to be considered is:
1. 426 S. Summit St. – HR Incorporated

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

Commission Options:
1. Approve with consent agenda.
2. Remove from consent agenda to new business for further discussion.

Fiscal Impact:
Amount: Publication Cost
 Included in budget Grant Bonds Other Not Budgeted

Attachments: Resolution

Approved for Agenda by:


Randy Frazer, City Manager

(Published in the *Cowley CourierTraveler*, on _____ and _____)

RESOLUTION NO. 2024-08-_____

A RESOLUTION ESTABLISHING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS, AT WHICH TIME THE OWNERS, AGENTS, LIENHOLDERS OF RECORD AND OCCUPANTS OF THE STRUCTURE(S) (IF APPLICABLE) HEREINAFTER LISTED AT THEIR RESPECTIVE LOCATIONS IN SAID CITY, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED, SHORED OR OTHERWISE MADE SAFE OR IN THE ALTERNATIVE, DEMOLISHED AS UNSAFE OR DANGEROUS STRUCTURES.

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

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

SECTION ONE: A hearing will be held on the 1st day of October, 2024, before the Governing Body of the City at 5:30 p. m. in the Commission Chambers of the City Building, 118 West Central Avenue, Arkansas City, Kansas at which time owners, agents, Lienholders of record and any occupants of the hereinafter listed structure(s) may appear and show cause why such structure should not be condemned as unsafe or dangerous and ordered repaired, shored or otherwise made safe or in the alternative, demolished as an unsafe structure.

Reasonable accommodations will be made available to persons with disabilities. Requests for accommodations should be submitted to the City Clerk no later than five days prior to the date of the hearing.

SECTION TWO: The following described structures shall be considered at said hearing:

Parcel 1:
Dilapidated Structure, including any Accessory structure located at 426 S. Summit Street, Arkansas City, Cowley County, Kansas, and legally described as, to-wit:

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

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

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

SECTION THREE: Be it further resolved that the City Clerk shall cause this Resolution to be published once each week for two consecutive weeks and at least thirty (30) days shall elapse between the LAST PUBLICATION and the date set for hearing, and the City Clerk is further directed to mail a copy of said Resolution by certified mail within three (3) days after the FIRST PUBLICATION to each such owner, agent, Lienholder or occupant at his/her/its last known place of residence and marked "Deliver to Addressee Only" as provided by K.S.A. § 12-1752 and all acts amendatory thereof or supplemental thereto.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas this 6th day of August 2024, with City Officials being authorized and directed to execute any and all documents necessary to consummate the purposes and intents as expressed in this Resolution and if executed by the Mayor (or other person authorized by law to act in the event of the absence or inability of the Mayor to act) and the City Clerk is directed to attest to and affix the official seal of the City thereon.

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry Schwartz, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2024-08-____ of the City of Arkansas City, Kansas adopted by the governing body on August 6, 2024 as the same appears of record in my office.

DATED: _____

Tiffany Parsons, City Clerk



City Commission Agenda Item

Meeting Date: August 6, 2024
From: Randy Frazer, City Manager
Item: Visit Ark City Transient Guest Tax Funds Request

Purpose: A Resolution authorizing the City of Arkansas City to allocate transient guest tax funds to Visit Ark City, in the amount of \$20,000.00, for their office remodel project. **(Voice Vote)**

Background:

Consider approving a written request from Arty Hick, Chamber of Commerce CEO and Jill Hunter Visit Ark City Director for the release of funds in Transient Guest Tax Fund for their office remodel and expansion project. This request is for the release of the available Visit Ark City transient guest tax funds to aid with associated costs for the remodel project. At their April 11, 2024, board meeting the Visit Ark City Board approved the withdrawal of funds in the amount of \$20,000.00 toward the renovation of offices.

Visit Ark City plays a critical role in promoting tourism and showcasing the cultural economic opportunities that Arkansas City has to offer. As a pivotal organization dedicated to enhancing our city’s visibility and attractiveness to visitors, the need for an new bigger office space within the shared Chamber of Commerce Building, will allow Visit Ark City to expand their reach, attract more visitors, and showcase Arkansas City as a premier destination in our region.

Commission Options:

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


Fiscal Impact:

Amount: \$20,000.00

Fund: **23-Tourism** Department: **773-Convention & Tourism** Expense Code: **7204-Building Materials & Repair**

Included in budget Grant Bonds Other (explain)

Approved for Agenda by:



Randy Frazer, City Manager

RESOLUTION NO. 2024-08-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ALLOCATE TRANSIENT GUEST TAX FUNDS IN THE AMOUNT OF \$ 20,000.00, TO VISIT ARK CITY FOR THEIR OFFICE REMODEL PROJECT.

WHEREAS: Visit Ark City plays a critical role in promoting tourism and showcasing the cultural economic opportunities that Arkansas City has to offer; and

WHEREAS: As a pivotal organization dedicated to enhancing our city’s visibility and attractiveness to visitors, the need for an new bigger office space within the shared Chamber of Commerce building; and

WHEREAS: At their April 11, 2024, board meeting the VISIT Ark City Board approved the withdrawal of funds in the amount of \$20,000.00 toward the renovation of offices, but will need final approval from the Governing Body of the City of Arkansas City to allow the city to release requested funds; and

WHEREAS: This action of allocating transient guest tax funds to Visit Ark City will aid in the associated cost of the office remodel project, further allowing Visit Ark City to expand their reach, attract more visitors, and showcase Arkansas City, Kansas as a premier destination in our region.

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

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to allocate transient guest tax funds to Visit Ark City, in the amount of \$20,000.00, for their office remodel project. A letter of request from Visit Ark City and the Chamber of Commerce is attached hereto and incorporated for reference.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 6th day of August 2024.

(Seal)

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2024-08 of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on August 6, 2024, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



Dear Arkansas City Commission,

I hope this letter finds you well. My name is Arty Hicks, I am writing to you on behalf of the Arkansas City Chamber of Commerce, located at 106 S. Summit. We are reaching out to request funding support from the Arkansas City Commission on behalf of Visit Ark City for an important initiative that will benefit our community.

Visit Ark City plays a crucial role in promoting tourism and showcasing the cultural and economic opportunities that Arkansas City has to offer. As a pivotal organization dedicated to enhancing our city's visibility and attractiveness to visitors, we firmly believe that establishing a new larger dedicated office space for Visit Ark City within our building will greatly amplify their efforts.

The proposed office space will serve as a central hub for Visit Ark City to conduct their operations effectively. It will enable them to better coordinate promotional activities, engage with local businesses and stakeholders, and enhance visitor experiences through improved information dissemination and outreach.

To achieve this goal, we are requesting financial support in the amount of \$20,000 from Visit Ark Cities Transient Guest Tax Fund. This funding will cover the costs associated with building a larger office space within our building to accommodate the needs of Visit Ark City.

By investing in this initiative, the Arkansas City Commission will not only support the growth and success of Visit Ark City but also contribute to the overall economic development and prosperity of our community. A larger dedicated office space will enable Visit Ark City to expand their reach, attract more visitors, and showcase Arkansas City as a premier destination in our region.

We are committed to working closely with Visit Ark City and the Arkansas City Commission to ensure the effective utilization of these funds and the successful implementation of this project. Together, we can create a lasting impact on tourism promotion and economic growth in Arkansas City.

We have met with the Board of Directors of Visit Ark City (and received their approval), and the City Manager who talked it over with the City Attorney Larry Schwartz and he agreed the expense would qualify within the bylaws Visit Ark City and the City of Arkansas City have in place for accessing these reserve funds.

Thank you for considering our request. I am available at your convenience to discuss this proposal further and provide any additional information you may require. Your support in this matter is greatly appreciated, and we look forward to the opportunity to collaborate with you for the benefit of our community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arty Hicks', written over a light blue circular stamp.

Arty Hicks

The Arkansas City Chamber of Commerce

A handwritten signature in blue ink, appearing to read 'Jill Hunter', written over a light blue circular stamp.

Jill Hunter

Visit Ark City



City Commission Agenda Item

Meeting Date: August 6, 2024
From: Randy Frazer, City Manager
Item: MOU – Outdoor Warning Sirens

Purpose: A Resolution authorizing the City of Arkansas City into a Memorandum of Understanding (MOU) by and between the City of Arkansas City, KS and Cowley County, KS, for the purpose of establishing a coordinated approach for the use, maintenance, and operation of Outdoor Warning Sirens within the jurisdiction of Arkansas City and Cowley County. **(Voice Vote)**

Background:

Both the City of Arkansas City and Cowley County have sole and join responsibilities when it come to the use, maintenance and operation of outdoor warning sirens. This agreement will help both parties be more efficient in terms of communication in the event of a disaster through the integration of the City’s Outdoor Warning Sirens into the County’s emergency notification system. Further ensuring that the City is included in the County’s disaster emergency plan, providing support and resource. The City as sole owner of the Outdoor Waring Sirens located inside the city limits shall communicate and notify the County of any changes or issue related to the Outdoor Waring Sirens withing 72 hours.

This MOU is established under the authority granted by Kansas Statute 48-929, which mandates the creation and maintenance of disaster agencies at the county and city levels, as well as coordination between these agencies.

Commission Options:

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

Fiscal Impact:

Amount:

Fund: Department: Expense Code:

Included in budget Grant Bonds Other Not Budgeted

Attachments:

Approved for Agenda by:

Randy Frazer, City Manager

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF ARKANSAS CITY, KS AND COWLEY COUNTY, KS, FOR THE PURPOSE OF ESTABLISHING A COORDINATED APPROACH FOR THE USE, MAINTENANCE, AND OPERATION OF OUTDOOR WARINING SIRENS WITHIN THE JURISDICTION OF ARKANSAS CITY AND COWLEY COUNTY.

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 of Arkansas City to enter into a Memorandum of Understanding (MOU) by and between the City of Arkansas City, KS and Cowley County, KS, for the purpose of establishing a coordinated approach for the use, maintenance, and operation of Outdoor Warning Sirens within the jurisdiction of Arkansas City and Cowley County.

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 6th day of August, 2024.

(Seal)

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2024-08-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on August 6, 2024. as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN
Arkansas City
AND
Cowley County

REGARDING THE USE OF OUTDOOR WARNING SIRENS

I. Purpose

This Memorandum of Understanding (MOU) is made and entered into between Arkansas City (hereinafter referred to as "City") and Cowley County (hereinafter referred to as "County") for the purpose of establishing a coordinated approach to the use, maintenance, and operation of Outdoor Warning Sirens within the jurisdiction of Arkansas City and Cowley County.

II. Authority

This MOU is established under the authority granted by Kansas Statute 48-929, which mandates the creation and maintenance of disaster agencies at the county and city levels, as well as coordination between these agencies.

III. Objectives

1. **Coordination:** To ensure effective coordination between City and County disaster agencies regarding the use of Outdoor Warning Sirens.
2. **Efficiency:** To promote efficient use and maintenance of Outdoor Warning Sirens to enhance public safety during emergencies.
3. **Communication:** To establish clear lines of communication and responsibility between the City and County during disaster situations.

IV. Responsibilities

1. **County Responsibilities:**
 - The County shall maintain a disaster agency responsible for emergency management and coordination of disaster response, as required by K.S.A. 48-929(a).
 - The County disaster agency shall cooperate with the City's disaster agency, providing support and resources as available.
 - The County shall include Arkansas City in its disaster emergency plans and ensure the integration of the City's Outdoor Warning Sirens into the County's emergency notification system.
2. **City Responsibilities:**
 - The City shall maintain a disaster agency if determined necessary by the Governor under K.S.A. 48-929(b).

- The City is the sole owner of the Outdoor Warning Sirens located inside the city limits of Arkansas City. Maintenance of the Outdoor Warning Siren located in IXL shall be by agreement between the City and Bolton Township to ensure their proper functioning. Maintenance and repairs to the sirens, poles, and all associated controls are ultimately the responsibility of the City.
 - The City shall notify the County disaster agency of any changes or issues related to the Outdoor Warning Sirens within (72) hours.
- 3. Joint Responsibilities:**
- Both parties shall prepare and keep current disaster emergency plans as required by K.S.A. 48-929(d), ensuring these plans are integrated and consistent.
 - Both parties shall prepare and distribute a clear and complete statement of the emergency responsibilities of all local agencies and officials as per K.S.A. 48-929(e).
 - Both parties shall participate in joint training exercises and testing to ensure effective coordination and response during actual emergencies.

V. Communication and Activation

1. If time allows, the City's disaster agency shall notify the County's disaster agency or Emergency Communications Dispatch promptly in the event of an emergency requiring the activation of Outdoor Warning Sirens.
2. If the City's disaster agency personnel are unable to sound Outdoor Warning Sirens in an appropriate amount of time, the City's disaster agency designee shall contact the County's disaster agency or Emergency Communications Dispatch and request the sounding of the Outdoor Warning Sirens.
3. The City and County disaster agencies shall meet to review and update procedures and protocols related to the use of Outdoor Warning Sirens annually.

VI. Duration and Review

1. This MOU shall become effective upon signature by both parties and shall remain in effect until terminated by either party with 60 days written notice.
2. This MOU shall be reviewed annually by both parties to ensure its continued relevance and effectiveness.

VII. Signatures

By signing below, the representatives of Arkansas City and Cowley County agree to the terms and conditions set forth in this MOU.

Arkansas City

Name: Mayor, Jay Warren

Date:

Assist:

City Clerk, Tiffany Parsons

Cowley County

Name: Board Chairperson Alan Groom

Date:

Assist:

County Clerk, Karen Madison



City Commission Agenda Item

Meeting Date: August 6, 2024
From: Randy Frazer, City Manager
Item: Evergy Kansas South Inc. Electric Franchise Agreement

Purpose: An Ordinance, granting to Evergy Kansas South, Inc., a Kansas Corporation, an electric franchise including the right to construct, operate and maintain electric transmission, distribution and street lighting facilities within the corporate limits of the City of Arkansas City, Kansas, and repealing Ordinance 2019-05-4489. **(Roll Call Vote)**

Background:

The current franchise agreement with Evergy, formerly Kansas Gas and Electric Company and Westar, is set to expire. Ordinance 2019-05-4489, passed on May 5, 2019, established a 5% franchise fee. In recent negotiations, the City proposed maintaining the current terms for another 5 years, while Evergy preferred a 20-year term. Both parties have agreed on a 10-year term with a review after 5 years, allowing for greater flexibility. Key terms of the proposed agreement include:

- A 10-year term with a 5-year review period.
- A 6% franchise fee on gross receipts, aligning with industry standards.
- Evergy's compliance with City codes for managing public right-of-way, ensuring specific, designated areas for facilities placement.

In 2023, franchise fees from Evergy contributed \$983,791.46 to the General Fund. The agreement maintains the City's regulatory authority under the Right-of-Way (ROW), Ordinance, City Zoning Regulations, and other applicable regulations. The terms are consistent with state law restrictions on franchise agreements.

Policy Implications:

- Franchise agreements aim to benefit the public by accounting for maintenance costs and ensuring timely access to utilities in publicly owned ROW.
- The city must manage ROW and franchise agreements in a competitively neutral manner.

Commission Options:

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

Fiscal Impact: Amount: Publication Cost

Attachments: Resolution & Agreement

Approved for Agenda by:

Randy Frazer, City Manager

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

ORDINANCE NO. 2024-08-_____

AN ORDINANCE, GRANTING TO EVERGY KANSAS SOUTH, INC., A KANSAS CORPORATION, AN ELECTRIC FRANCHISE INCLUDING THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ELECTRIC TRANSMISSION, DISTRIBUTION AND STREET LIGHTING FACILITIES WITHIN THE CORPORATE LIMITS OF THE CITY OF ARKANSAS CITY, KANSAS, AND REPEALING ORDINANCE 2019-05-4489.

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

SECTION 1. DEFINITIONS.

For purposes of this Franchise, the following words and phrases shall have the meanings given herein:

City as the Grantor – shall mean the City of Arkansas City, Kansas.

Company as the Grantee – *Company as the Grantee* - shall mean Evergy Kansas South, Inc.

Distributed or Distribution – shall mean all sales, distribution, or transportation by the Company or by others through the Facilities of the Company in the Right-of-Way to any consumer for use within the City.

Facilities – shall mean all electric distribution lines, substations, works, and plants together with all necessary appurtenances thereto.

Gross receipts – shall mean any and all compensation and other consideration derived directly by the Company from any Distribution of electric energy to a consumer for any use within the City, including domestic, commercial and industrial purposes, through charges as provided in tariffs filed and approved, and including without limitation interruptible sales and single sales; except that such term shall not include revenues from any operation or use of any or all of the Facilities in the Right-of-Way by others nor shall such term include revenue from certain miscellaneous charges and accounts, including but not limited to delayed or late payment charges, connection and disconnection fees, reconnection fees, customer project contributions, returned check charges, and temporary service charges.

Public Improvement – shall mean any existing or contemplated public facility, building, or capital improvement project, financed by the City, including without limitation, streets, alleys, sidewalks, sewer, water, drainage, Right-of-Way improvement, and Public Projects.

Public Project – shall mean any project planned or undertaken and financed by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature paid for with public funds.

Public Project for Private Development – shall mean a Public Project, or that portion thereof, that primarily benefits a third (3rd) party.

Right-of-Way – shall mean present and future streets, alleys, rights-of-way, and public easements, including easements dedicated to the City in plats of the City for streets and alleys but not including any Utility Easement.

Street Right-of-Way – shall mean the entire width between property lines of land, property, or an interest therein of every way publicly maintained where any part thereof is open to the use of the public for purposes of vehicular traffic, including street, avenue, boulevard, highway, expressway, alley, or any other public way for vehicular travel by whatever name.

Utility Easement – shall mean an easement owned by or dedicated to the City for the purpose of providing the Company and other utilities access to customers and users of any utility service.

SECTION 2. GRANT.

There is hereby granted to Company, the non-exclusive right, privilege, and franchise to construct, maintain, extend, and operate its Facilities in, through, and along the Right-of-Way of the City for the purpose of supplying electric energy to the City and the inhabitants thereof for the full term of this Franchise; subject, however, to the terms and conditions herein set forth. Nothing in this grant shall be construed to franchise or authorize the use of the Company's Facilities or the Right-of-Way by the Company or others, for any purpose not related to the provision of electric energy. The Company may not allow a subsidiary, affiliate, or a third (3rd) party to acquire rights to occupy the Rights-of-Way under this Franchise; provided, that nothing in this section shall prevent Company from allowing the use of its Facilities by others when such use is compensated to the City under the provisions of a franchise granted by the City to any such third party.

SECTION 3. TERM.

- a. The term of this Franchise shall be ten (10) years from the effective date of this Ordinance.

- b. Upon written request of either the City or the Company, the franchise shall be reopened and renegotiated at any time upon any of the following events:
 - 1. Change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or
 - 2. Notice given by one to the other sent at least (90) days before the fifth anniversary of franchise; or
 - 3. Change in the structure or operation of the electrical energy industry which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or
 - 4. Any other material and unintended change or shift in the economic benefit to the City or a change the Company did not anticipate upon accepting the grant of this Franchise.

c. Amendments under this section, if any, shall be made by ordinance as prescribed by statute. The franchise shall remain in effect according to its terms pending completion of any review or renegotiation pursuant to subsection (c).

SECTION 4. COMPENSATION T OTHE CITY.

a. In consideration of and as compensation for the franchise hereby granted to the Company by the City, the Company shall make an accounting on a monthly basis to the City of all electric energy that has been Distributed within the City. The Company shall pay the City: A sum equal to six percent (6%) of the Gross Receipts received from such Distribution of electric energy; and the above sum shall be adjusted for uncollectible receivables and for receivables which are later collected.

b . Payment of the compensation above shall be effective on the first day of the first month after final passage and approval by the City and acceptance by the Company. Prior to that date, payments shall continue to be calculated and be paid in the manner previously provided in Ordinance _____. Such payments shall be made to the City under procedures which are mutually agreed to by the Company and the City within thirty (30) days of the last day of the month to which such accounting shall apply.

c. Notwithstanding anything to the contrary in this Franchise, the fee provided for in this Section 4 shall not become effective within any area annexed by the City until 30 days after the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law and a map of the city detailing the annexed area.

d. Company will use commercially reasonable efforts to ensure the accuracy of its records and of the determination of the amount of Gross Receipts subject to the fee provided for in this Section 4. In the event and to the extent the accounting rendered to the City by the Company is found to be incorrect due to Company’s failure to use commercially reasonable efforts as provided herein, then payment shall be made on the corrected amount, it being agreed that the City may accept any amount offered by the Company, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or later found to be incorrect. The Company agrees that all of its books, records, documents, contracts and agreements as may be reasonably necessary for an effective compliance review of this Ordinance shall upon reasonable notice and at all reasonable times be opened to the inspection and examination of the officers of the City and its duly authorized agents, auditor, and employees for the purpose of verifying said accounting. Notwithstanding the obligation herein, the Company shall have the right to require the reasonable protection of proprietary information of the Company.

SECTION 5. PAYMENT AND CHARGES.

The payments and compensation herein provided shall be in lieu of all other licenses, taxes, charges, and fees, except that the usual general property taxes and special ad valorem property assessments, sales and excise taxes, or charges made for privileges which are not connected with the electric energy business, will be imposed on the Company and are not covered by the payments herein.

SECTION 6. USE OF RIGHT-OF-WAY.

The use of the Right-of-Way under this Franchise by the Company shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in

the reasonable exercise of its police power relating to use, placement, location, or management of utilities located in the City's Right-of-Way. In addition, the Company shall be subject to all laws, rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to permits, fees, sidewalk and pavement cuts, utility location, construction coordination, screening, and other requirements on the use of the Right-of-Way; provided, however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation, policy, resolution, or ordinance proposed, adopted, or promulgated by the City. Further, the Company shall comply with the following:

a. The Company's use of the Right-of-Way shall in all matters be subordinate to the City's use of the Right-of-Way for any public purpose. The Company shall coordinate the installation of its Facilities in the Right-of-Way in a manner which minimizes adverse impact on Public Improvements, as reasonably determined by the City. Where installation is not otherwise regulated, the Facilities shall be placed with adequate clearance from such Public Improvements so as not to conflict with such Public Improvement.

b. All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind located within the Right-of-Way damaged or removed by the Company in its activities under this Franchise shall be fully repaired or replaced promptly by the Company without cost to the City, however, when such activity is a joint project of utilities or franchise holders, the expenses thereof shall be prorated among the participants, and to the reasonable satisfaction of the City in accordance with the ordinances and regulations of the City pertaining thereto. Nothing in this Franchise shall require the Company to repair or replace any materials, trees, flowers, shrubs, landscaping or structures that interfere with the Company's access to any of its Facilities located in a Utility Easement.

c. Except in the event of an emergency, as reasonably determined by the Company, the Company shall comply with all laws, rules, regulations, policies, resolutions, or ordinances now or hereinafter adopted or promulgated by the City relating to any construction, reconstruction, repair, or relocation of Facilities which would require any street closure which reduces traffic flow. Notwithstanding the foregoing exception all work, including emergency work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected.

d. The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the location of its Facilities located within the Right-of-Way when requested by the City or its authorized agents for a Public Project. Such location and identification shall be promptly communicated in writing to the City without cost to the City, its employees, agents, or authorized contractors. The Company shall designate and maintain an agent, familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in the Right-of-Way during and for the design of Public Improvements. At the request of the Company, the City may include design for Facilities in the design of Public Projects. Also, at the request of the Company, the City and/or its contractor(s) or agent(s) shall provide accurate and timely field locations of proposed Public Projects in the event the Company is required to install new and/or relocate its Facilities.

e. The Company shall promptly locate, remove, relocate, or adjust any Facilities located in the Right-of-Way if reasonably necessary and requested by the City for a Public Project. Such location

removal, relocation, or adjustment for a particular Public Project shall be performed by the Company without expense to the City, its employees, agents, or authorized contractors, and shall be specifically subject to rules and regulations of the City pertaining to such. If additional location, removal, relocation, or adjustment is the result of the inaccurate or mistaken information of the Company, the Company shall be responsible for costs associated with such without expense to the City. Likewise, if additional location, removal, relocations or adjustment is the result of inaccurate or mistaken information of the City, the City shall reimburse the Company for any additional expense necessarily incurred by the Company directly due to such inaccurate or mistaken information. The Company shall only be responsible for removal, relocation, or adjustment of Facilities located in the Right-of-Way at the Company's sole cost once each five (5) years for that particular facility. The City shall reimburse the Company for the removal, relocation, or adjustment of the Company's Facilities located in the Right-of-Way if required before the expiration of five (5) years from the date of the last relocation, removal, or adjustment of that particular facility.

f. The Company shall not be responsible for the expenses of relocation to accommodate any new Public Project for Private Development initiated after the effective date of this Ordinance. The expenses attributable to such a project shall be the responsibility of the third (3rd) party upon the request and appropriate documentation of the Company. Before such expenses may be billed to the third (3rd) party, the Company shall be required to coordinate with the third (3rd) party and the City on the design and construction to ensure that the work required is necessary and done in a cost effective manner. The Company may require payment in advance of estimated costs or relocation prior to undertaking any work required to accommodate any new Public Project for Private Development initiated after the effective date of this Ordinance.

g. The City may continue to provide a location in the Right-of-Way for the Company's Facilities as part of a Public Project, provided that the Company has cooperated promptly and fully with the City in the design of its Facilities as part of the Public Project.

h. It shall be the responsibility of the Company to take adequate measures to protect and defend its Facilities in the Right-of-Way from harm or damage. If the Company fails to accurately locate Facilities when requested, it shall have no claim for costs or damages against the City. The Company shall be responsible to the City and its agents, representatives, and authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of the Company to perform any of its obligations under this Ordinance. The above general provisions notwithstanding, the City and its authorized contractors shall take reasonable precautionary measures including calling for utility locations through Kansas One Call and exercising due caution when working near the Company's Facilities.

i. All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the Facilities in the Right-of-Way shall be in accordance with applicable present and future federal, state, and City laws and regulations, including but not limited to the most recent standards of the Kansas Corporation Commission and U.S. Department of Transportation. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this Franchise may be additional to or stricter than such minimum standards.

j. The City encourages the conservation of the Right-of-Way by the sharing of space by all utilities. Notwithstanding provisions of this Franchise prohibiting third (3rd) party use, to the extent required by federal or state law, the Company will permit any other franchised entity by an appropriate

grant, or a contract, or agreement negotiated by the parties, to use any and all Facilities constructed or erected by the Company.

k. Permission is hereby granted to the Company to trim trees upon and overhanging the right-of-way and utility easements. The Company shall perform line clearance work in accordance with regulations established under OSHA 29 CFR 1910.269. All pruning operations shall be performed by personnel qualified to perform the work and in accordance with the latest versions of ANSI Z133.1 (Safety Requirements for Pruning, Repairing, Maintaining and Removing Trees, and Cutting Brush) and ANSI A300 (Part 1) (Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance). For routine trimming operations, customers shall be contacted at least one (1) week in advance by either personal contact or by informational door hanger.

SECTION 7. INDEMNITY AND HOLD HARMLESS.

The Company shall indemnify and hold and save the City, its officers, employees, agents, and authorized contractors, harmless from and against all claims, damages, expense, liability, and costs including reasonable attorney fees, to the extent occasioned in any manner by the Company's occupancy of the Right-of-Way. In the event a claim shall be made or an action shall be instituted against the City growing out of such occupancy of the Right-of-Way by Facilities of the Company, then upon notice by the City to the Company, the Company shall assume responsibility for the defense of such actions at the cost of the Company, subject to the option of the City to appear and defend.

SECTION 8. RIGHT OF ASSIGNMENT.

This Franchise shall be assignable only in accordance with the laws of the State of Kansas, as the same may exist at the time when any assignment is made.

SECTION 9. ACCEPTANCE OF TERMS BY COMPANY.

Within thirty (30) days after the final passage and approval of this Ordinance, the Company shall file with the City Clerk of the City its acceptance in writing of the provisions, terms and conditions of this Ordinance. This Ordinance shall constitute a non-exclusive contract between the City and the Company.

SECTION 10. CONTIDITIONS OF FRANCHISE.

This non-exclusive franchise, grant, and privilege is granted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

SECTION 11. INVALIDITY OF ORDINANCE.

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining provisions of this Ordinance.

SECTION 12. EFFECTIVE DATE OF ORDINANCE.

This Ordinance shall take effect and be in force on the first day of the first month after its passage and approval by the City, acceptance by the Company, and publication in the official city newspaper.

SECTION 13. REPEAL OF CONFLICTING ORDINANCES.

Ordinance No. 2019-05-4489, which heretofore granted a non-exclusive franchise to the Company, and which became a contract between the City and the Company in accordance with its terms, and all other ordinances and resolutions or parts thereof inconsistent or in conflict with the terms hereof, are hereby canceled, annulled, repealed, and set aside.

PASSED and APPROVED by the Governing Body on the 6th day of August, 2024.

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 2024-08-_____ of the City of Arkansas City, Kansas adopted by the City Commission on August 6, 2024, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



City Commission Agenda Item

Meeting Date: August 6, 2024
From: Randy Frazer, City Manager
Item: US-77 State Hwy Construction Project Strother Field Agreement No. 508.23; Project No. KA-4137-01

Purpose: A Resolution authorizing the City of Arkansas City to enter into an agreement by and between The Secretary of Transportation of the Kansas Department of Transportation (KDOT), the City of Arkansas City, KS, the City of Winfield, KS, and the Strother Field Commission, for the US-77 State Highway Construction Project. **(Voice Vote)**

Background:

The agreement outlines the collaborative role and financial commitments of each party involved in the US-77 project, ensuring a structured approach to project management and funding. Both the City of Arkansas City and the City of Winfield together with Strother Field will be working closely with the Kansas Department of Transportation (KDOT) on this project.

Project Overview:

This agreement pertains to a comprehensive construction project on US-77, encompassing:

- Pavement replacement from North Summit Street near Arkansas City to Walnut River Bridge,
- Realignment near Strother Field Industrial Park
- Improvements on 222nd Road
- Removal of access at 1st Ave. at Strother Field
- Realignment of D Street
- Deck Replacement of Bridge 007
- Replacement of Bridge 0004
- Various Culvert replacements
- Sidewalk connections in Winfield
- Construction of relocated sanitary sewer lift station and utility relocations

Funding Responsibilities:

- Secretary: Covers 100% of costs for Preliminary Engineering (PE), Construction Engineering (CE), Construction, Right of Way, and public utility relocations.
- Winfield: Contributes a lump sum of \$500,000 for expenses within its city limits.
- Arkansas City: No financial obligation but will participate in the construction and operational aspects as required.
- Strother Field Commission: Handles design, permitting, and construction observation for public utility relocations.

The City of Arkansas City has not financial obligation, but will participate in the construction and operational aspects as required including:

- Operational Participation: Assist in coordinating project aspects within its jurisdiction, ensuring local compliance with construction and operational requirements.
- Maintenance: Take responsibility for maintenance of any infrastructure within its city limits once completed, including adherence to any new or modified operational procedures.
- Cooperation: Collaborate with KDOT and other parties to facilitate smooth project execution and address any local issues that arise during construction.

Attachments: Resolution and Agreement.

Commission Options:

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

Fiscal Impact:

Amount:

Fund: Department: Expense Code:

Included in budget Grant Bonds Other Not Budgeted

Attachments: Resolution, Project Summary and Agreement Draft.

Approved for Agenda by:



Randy Frazer, City Manager

RESOLUTION NO. 2024-08-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE SECRETARY OF TRANSPORTATION FOR THE KANSAS DEPARTMENT OF TRANSPORTATION (KDOT), THE CITY OF ARKANSAS CITY, KS, THE CITY OF WINFIELD, KS, AND THE STROTHER FIELD COMMISSION, FOR THE US-77 STATE HIGHWAY CONSTRUCTION PROJECT.

WHEREAS, the Secretary of Transportation (the Secretary) of the Kansas Department of Transportation (KDOT), the City of Arkansas City, KS, the City of Winfield, KS and the Strother Field Airport/Industrial Park Commission (the Parties) are empowered by laws of Kansas to enter into an Agreement for the construction and maintenance of the US-77 State Highway System; and

WHEREAS, the Parties mutually desire to enter into an agreement to make improvements to the State Highway System through the use of state and/or federal funds; and

WHEREAS, the Strother Field Commission must have the approval of the Cities in order to purchase and/or sell real estate located within its boundaries; and

WHEREAS, the City of Arkansas City, Kansas and the City of Winfield, Kansas are participants in an interlocal agreement for the management and operation of the Strother Field Airport/Industrial Park, by the power vested in it by article 12, section 5, of the Constitution of the State of Kansas, and have collectively worked together since September 20, 1966, later forming the Strother Field Commission; and

WHEREAS, the Secretary has authorized a pavement replacement project, as further describing in the Agreement.

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 by and between the Secretary of Transportation for the Kansas Department of Transportation (KDOT), the City of Arkansas City, KS, the City of Winfield, KS, and the Strother Field Commission, for the US-77 State Highway Construction Project. 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 6th day of August 2024.

(Seal)

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2024-08-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on August 6, 2024, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk

PROJECT NO. KA-4137-01
 NHPP-A413(701)
 US-77 PAVEMENT REPLACEMENT
 CITY OF WINFIELD, KANSAS
 CITY OF ARKANSAS CITY, KANSAS

A G R E E M E N T

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”), the **City of Winfield, Kansas** (“Winfield”), The **City of Arkansas City, Kansas** (“Arkansas City”), and the **Strother Field Commission** (“Commission”) **collectively**, the “Parties.”

R E C I T A L S :

- A. The Secretary and the Parties are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of the State Highway System.
- B. The Parties mutually desire to enter into an Agreement to make improvements to the State Highway System through the use of state and/or federal funds.
- C. The Cities of Winfield and Arkansas City have worked together on the management of Strother Field Airport since September 20, 1966, and have since formed the Strother Field Commission.
- D. The Commission must have the approval of the Cities in order to purchase and/or sell real estate located within its boundaries.
- E. The Secretary has authorized a pavement replacement project, as further described in this Agreement. As a part of the Project, the Secretary will transfer ownership of portions of roadway as defined further in this Agreement as the “Roadway Facility,” and as shown on Exhibit 1.
- F. Maintenance responsibilities for the Roadway Facility shall be given by the Secretary to other Parties pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

A R T I C L E I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

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”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
4. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
5. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
8. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
9. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
10. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
11. **“Final Acceptance”** means the KDOT has accepted and relieved the Project contractor of their responsibility for maintenance of completed sections of the Project.
12. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.
13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

14. **“Local Route Condition”** means the condition of the route (roads and bridges) needed to maintain local traffic as determined by the County.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
16. **“Partial Acceptance”** means KDOT has determined that a portion of the Project has been completed to a point in which KDOT has relieved the contractor of their responsibility to KDOT or other governmental agencies responsible for the work accepted.
17. **“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.
18. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, Winfield, Arkansas City, and the Commission.
19. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
20. **“Project”** means all phases and aspects of the construction endeavor to be undertaken by the Secretary, being: **US-77 Pavement replacement from the Intersection of North Summit Street near Arkansas City, north to Walnut River Bridge, including one mile of realignment reconstruction near Strother Field Industrial Park with 222nd Road Improvements. Project will also include removal of access point at 1st Ave. at Strother Field, realignment of D Street, deck replacement on Bridge #007, replacement of bridge #0004, various culvert replacements, and 1,475 feet of sidewalk connections in Winfield. The Project will also include the construction of the relocated sanitary sewer lift station, as well as the relocations of both the water main and sanitary sewer connection needed to construct the US-77 Realignment, and is the subject of this Agreement.**
21. **“Project Limits”** means the area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
22. **“Public Utility Relocations”** means the water and sanitary sewer relocations, including the necessary relocation design, permitting, Construction, and construction observations, that are required to construct the Project. Public Utility Relocations shall not include any other Utilities.

23. **“Public Utility Relocation Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Public Utility Relocations under this Agreement.
24. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
25. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
26. **“Roadway Facility”** means portions of roadway including part of the existing State Highway US-77 and other infrastructure being improved with the Project. The Roadway Facility includes, but is not limited to, the actual roadbed together with all bridges, curbs, culverts, drainage structures, sidewalks, bike paths, and other features located within the Right of Way as of the Transfer Date. Specifically, the Roadway Facility shall be as set forth on Exhibit 1 and described as:
- a. The portion of US-77 as laid out in the Project Plans for 077-018 KA-4137-01 that are to become the new portion of D Street. This portion of the Roadway Facility shall include the following structures:
 - i. Sta 12+25—Type 22 Curb Inlet & 30” x 20’ storm sewer (RP)(W) with end section
 - ii. Sta 29+30.61—3—10’ x 7’ x 197’ RCB
 - iii. Sta 40+17—30” CRP (RCP) extension with 5’ end section
 - b. The new access road connecting private land owned by Strother Field Industrial Park and East 222nd Road[This portion of the Roadway Facility shall include the following structures:
 - i. Sta 48+00—24” x 38’ CRP with end sections
 - ii. Sta 54+90—24” x 36’ CRP with end sections
 - iii. Sta 61+60—24” x 33’ CRP with end sections
27. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
28. **“State Highway Condition”** means the condition of the route (roads and bridges) needed to maintain highway traffic as determined by the Secretary.
29. **“Transfer Date”** means the effective date of the transfer of all ownership jurisdiction and maintenance responsibilities for the Roadway Facility from the Secretary to the County, as designated by the Secretary following approval by the County Engineer of the Roadway Facility as set forth herein.

30. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public. This definition shall not include any Public Utility Relocations.

ARTICLE II: FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include unforeseeable elements of cost within the defined Project scope identified after the Construction phase commences (“Construction Contingency Items”). The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The Secretary’s financial contribution may be paid from state or federal funds or a combination thereof.

| Party | Responsibility |
|---------------------------|---|
| Secretary | The Secretary is responsible for 100% of the Participating Costs of Preliminary Engineering (PE), Construction Engineering (CE), Construction (which includes the costs of all Construction Contingency Items), and Right of Way. The Secretary is responsible for 100% of the Construction of the Public Utility Relocations portion of the Project |
| Winfield | Winfield shall be responsible for a lump sum payment of \$500,000.00, payable at the time of letting. This payment shall be used for Project Costs located within the City limits of Winfield. |
| Arkansas City | 0% of all Project Costs |
| Strother Field Commission | The Commission is 100% responsible for the relocation design, permitting, and construction observation required for the Public Utility Relocations portion of the Project. |

ARTICLE III: SECRETARY RESPONSIBILITIES

1. **Project Construction.** The Secretary shall undertake and complete the Project except as otherwise set forth in this Agreement.
2. **Right of Way Acquisition.** In the name of the Secretary, the Secretary will perform appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. All costs for Right of Way as shown on the Design Plans will be paid for with state or federal funds or a combination of state and federal funds. The Secretary will receive and disburse all funds directly to the parties involved in acquisition of Right of Way.
3. **Design, Letting, and Administration.** The Secretary will prepare the Design Plans, Let the contract for the Project, administer the Construction of the Project as required by the FHWA, negotiate with and report to the FHWA, and administer the payments due the Contractor. Except as otherwise provided, all Construction items included in the Design Plans shall be paid for with state or federal funds or a combination of state and federal funds.
4. **Transfer of Ownership.** The Secretary shall transfer ownership of the Roadway Facility after the Project is finished to the Parties as detailed in Exhibit 1.
5. **Effective Date of Ownership Transfer.** The Secretary will provide the City and/or Commission with written notice of the Transfer Date through issuance of **D.O.T. Form No. 375** "Transferring Route Maintenance," fourteen (14) days in advance of the Transfer Date.
6. **Deed Recordation.** Within one year of the Transfer Date, KDOT's Bureau of Right of Way will record a quitclaim deed in favor of the City and/or Commission at the County Register of Deeds Office transferring ownership to the City and/or Commission of the Roadway Facility. A copy of the executed deed will be forwarded to the KDOT District Engineer.
7. **Notice of Final or Partial Acceptance.** The Secretary shall inform the City and/or Commission of any issuances of Final Acceptance within fourteen (14) days of said issuance. Should the Secretary determine that Partial Acceptance is to be issued on a section of the Project, the Secretary shall provide notice of said Partial Acceptance at least fourteen (14) days prior to the issuance of Partial Acceptance.
8. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Parties from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Parties defends a third party's claim, the Contractor shall indemnify the Parties for damages paid to the third party and all related expenses either the Parties or any

combination thereof incur in defending the claim.

9. **Utilities.**

- (a) **Clarification.** This section shall not apply to Public Utility Relocations as defined in Article I, paragraph 22.
- (b) **Utility Relocation.** The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing utilities that have to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.
- (c) **Cost of Relocation.**
- a. If the City has a population of less than 2,501 (based on the U.S. Bureau of Census-2010 Census), the Secretary agrees to be responsible for the expense to remove or adjust City owned Utilities located on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The payment of such expense by the Secretary shall be by a separate Utility adjustment agreement between the Secretary and the City.
 - b. If the City has a population of more than 2,500 (based on the U.S. Bureau of Census-2010 Census), the Utility owners shall be responsible for the expense to remove or adjust all Utility facilities on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The expense of removal or adjustment of Utilities located on private easements shall be reimbursed to the Utility owners by the Secretary. The payment of such expense by the Secretary shall be by separate Utility adjustment agreement between the Secretary and the Utility owners.

ARTICLE IV: RESPONSIBILITY OF THE CITY OF WINFIELD

1. **Legal Authority.** By signature on this Agreement, the signatory certifies he or she has legal and actual authority as representative and agent for Winfield to enter into this Agreement on its behalf. Winfield further agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
2. **Right of Way.**
 - a. **Use of City Right of Way.** The Secretary shall have the right to utilize any land owned or controlled by Winfield, including any land owned or controlled by a land bank

- formed under K.S.A. § 12-5901, *et seq.* lying inside or outside the limits of Winfield as shown on the final Design Plans, for Project purposes. If the Secretary requests, Winfield shall execute the appropriate deeds and easements transferring its property rights to the Secretary. If so requested, Winfield acknowledges the execution and transferring of the deeds and easements by Winfield to the Secretary is an obligation of Winfield for this Agreement and Construction of the Project. This obligation includes if the Commission requests the Cities execute the appropriate deeds and easements transferring the Commission's property rights to the Secretary.
- b. **Cooperation in Right of Way Acquisition.** Winfield acknowledges the Secretary will be performing appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. Winfield will cooperate in that purpose, as necessary, for completion of the Project.
3. **Removal of Encroachments.** Winfield shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines Winfield and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.
4. **Future Encroachments.** Except as provided by state and federal laws, Winfield agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than of the distance permitted by the National Fire Code.
5. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, including but not limited to the exceptions and maximum liability provisions, Winfield shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, 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 Secretary, the Secretary's employees, or subcontractors. Winfield shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives or employees.
6. **Parking Control.** Winfield shall prohibit parking of vehicles on the City Connecting Link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem

necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

7. **Access Control.** Winfield will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within Winfield other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.
8. **Maintenance of Trail Responsibilities.** Winfield agrees to assume all legal responsibility, without limitation, including all maintenance responsibilities of any trail or sidewalk component of the Project, as shown on Exhibit 1.
9. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, Winfield shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by Winfield to any party outside of the Secretary and all costs incurred by Winfield not to be reimbursed by the Secretary.
10. **Integration of Previous Agreement.** Winfield's signature on this Agreement confirms that Winfield understands that Agreement No. 194-21 shall be incorporated by reference into this Agreement and any conflict in terms between Agreement No. 194-21 and this Agreement shall be resolved in favor of this Agreement, with the exception of the definition of "Project," which instead shall be integrated together in such a way to allow the broadest application.

ARTICLE V: RESPONSIBILITY OF THE CITY OF ARKANSAS CITY

1. **Legal Authority.** By signature on this Agreement, the signatory certifies he or she has legal and actual authority as representative and agent for Arkansas City to enter into this Agreement on its behalf. Arkansas City further agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
2. **Right of Way.**
 - a. **Use of City Right of Way.** The Secretary shall have the right to utilize any land owned or controlled by Arkansas City, including any land owned or controlled by a land bank formed under K.S.A. § 12-5901, *et seq.* lying inside or outside the limits of Arkansas City as shown on the final Design Plans, for Project purposes. If the Secretary requests, Arkansas City shall execute the appropriate deeds and easements transferring its property rights to the Secretary. If so requested, Arkansas City acknowledges the execution and transferring of the deeds and easements by Arkansas City to the Secretary is an obligation of Arkansas City for this Agreement and Construction of the Project. This obligation includes if the Commission requests the Cities execute the

- appropriate deeds and easements transferring the Commission's property rights to the Secretary.
- b. **Cooperation in Right of Way Acquisition.** Arkansas City acknowledges the Secretary will be performing appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. Arkansas City will cooperate in that purpose, as necessary, for completion of the Project.
 3. **Removal of Encroachments.** Arkansas City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines Arkansas City and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.
 4. **Future Encroachments.** Except as provided by state and federal laws, Arkansas City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than of the distance permitted by the National Fire Code.
 5. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, including but not limited to the exceptions and maximum liability provisions, Arkansas City shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, 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 Secretary, the Secretary's employees, or subcontractors. Arkansas City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives or employees.
 6. **Parking Control.** Arkansas City shall prohibit parking of vehicles on the City Connecting Link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.
 7. **Access Control.** Arkansas City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within Arkansas City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

8. **Accounting**. Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, Arkansas City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by Arkansas City to any party outside of the Secretary and all costs incurred by Arkansas City not to be reimbursed by the Secretary.

ARTICLE VI: RESPONSIBILITY OF THE STROTHER FIELD COMMISSION

1. **Legal Authority**. By signature on this Agreement, the signatory certifies he or she has legal and actual authority as representative and agent for the Commission to enter into this Agreement on its behalf. The Commission further agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
2. **Right of Way**.
 - a. **Use of Commission Right of Way**. The Secretary shall have the right to utilize any land owned or controlled by the Commission as shown on the final Design Plans, for Project purposes. This Agreement and Construction of the Project shall not be in consideration thereof the same. Consideration for the actions required for transfer of deeds and easements shall be subject to necessary determinations of fair market value as established by an appraisal and review appraisal, and payment to the Commission as required by applicable federal and state laws and regulations in order to remain compliant with Federal grant assurances.
 - b. **Cooperation in Right of Way Acquisition**. The Commission acknowledges the Secretary will be performing appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. The Commission will cooperate in that purpose, as necessary, for completion of the Project.
3. **Removal of Encroachments**. The Commission shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the Commission and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.
4. **Future Encroachments**. Except as provided by state and federal laws, the Commission agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed

along the Project be placed a distance from the Right of Way line no less than of the distance permitted by the National Fire Code.

5. **Design and Specifications.** The Commission shall be responsible to make or contract to have made Plans for the relocation design, permitting, and construction observation of the Public Utility Relocations.
6. **Conformity with State and Federal Requirements.** The Commission shall be responsible to design the Public Utility Relocation Plans or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Public Utility Relocation, and any necessary Project Special Provisions required by the Secretary, and with the rules and regulations of the FHWA pertaining to the Public Utility Relocation.
7. **Submission of Design Plans to Secretary.** Upon their completion, the Commission shall have the Public Utility Relocation Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Public Utility Relocation Plans with the items in Article VI, paragraph 6 above. The Public Utility Relocation Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Public Utility Relocation Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*
8. **Consultant Contract Language.** The Commission shall include language requiring conformity with Article VI, paragraph 6 above, in all contracts between the Commission and any Consultant with whom the Commission has contracted to perform services for the Public Utility Relocations. In addition, any contract between the Commission and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article VI, paragraph 6 above. In addition, any contract between the Commission and any Consultant with whom the Commission has contracted to prepare and certify Public Utility Relocation Plans for the Project covered by this Agreement must also contain the following provisions:
 - (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
 - (b) **Progress Reports.** Language requiring the Consultant to submit to the Commission (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

- (c) Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the Commission and the Consultant. Such language shall read:

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

9. **Responsibility for Adequacy of Design**. The Commission shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Public Utility Relocation Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the Commission’s and its Consultant’s duty to provide adequate and accurate Public Utility Relocation Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the Commission, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Public Utility Relocation Plans for the Project, or any other work performed by the Consultant or the Commission.
10. **Plan Retention**. The Commission will maintain a complete set of final Public Utility Relocation Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project’s completion. The Commission further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The Commission shall provide access to or copies of all the above-mentioned documents to the Secretary.
11. **General Indemnification**. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, including but not limited to the exceptions and maximum liability provisions, the Commission shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, 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 Secretary, the Secretary’s employees, or subcontractors. The

Commission shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives or employees.

12. **Parking Control.** The Commission shall prohibit parking of vehicles on the City Connecting Link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.
13. **Access Control.** The Commission will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the Commission other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.
14. **Maintenance Responsibilities.** The Commission agrees to assume all legal responsibility, without limitation, including all maintenance responsibilities of any portions of the Roadway Facility to be transferred to the Commission at the time Final Acceptance has been issued on the Project. The Commission further agrees that KDOT reserves the right to issue Partial Acceptance on portions of the Project, and if Partial Acceptance is issued, the Commission agrees to assume all legal responsibility, without limitation, including all maintenance responsibilities of any portions of the Roadway Facility to be transferred to the Commission, as shown on Exhibit 1.
15. **Route Conditions.** The Commission's signature on this Agreement means the Commission shall accept the condition of the Roadway Facility at the time of Final Acceptance being issued for the Project or Partial Acceptance being issued for a section of the Project. Should the condition of the Roadway Facility be in question prior to maintenance responsibilities being turned over, The Commission must inform the Secretary immediately. The Commission is responsible for any repair action that may be required after the Final Acceptance of the Project is issued.
16. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, The Commission shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Commission to any party outside of the Secretary and all costs incurred by the Commission not to be reimbursed by the Secretary.

ARTICLE VII: FEDERAL REQUIREMENTS

1. **Anti-Lobbying.** If the total value of this agreement exceeds \$100,000.00, a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities will be attached and made a 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.

2. **Debarment & Suspension.** If the value of this Agreement exceeds \$25,000.00, it is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the City and County verify that neither it, nor its agents or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec.Orders No. 12549 and 12689; 2 C.F.R. § 200.213.
3. **System for Award Management.** The City and County have registered with the System for Award Management (<http://www.sam.gov/>), which provides a Unique Entity Identifier (SAM), and shall maintain such registration at all times during which it has active federal awards.
4. **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.
5. **Prohibition on 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 to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or 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.
6. **Audit Requirements.** 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.*

- a. **Agency Audit.** The Secretary and/or the Federal Highway Administration (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 party receiving the request will participate and cooperate in the audit and shall make its 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.

ARTICLE VIII: SPECIAL CONDITIONS

1. **Access Roads.** As a part of the Project, new access roads (as set forth in Exhibit 1) will be constructed to provide local access to property formerly accessible via the old road alignments. The Parties shall take all ownership and maintenance responsibilities for the access roads after Project completion and approval of relevant Commission staff that the Roadway Facility meets Local Route Conditions. Locations of such roads are marked on the Plan Sheets which are attached and become a part of this Agreement as Exhibit 1, and are further defined under Article I, paragraph 26: Roadway Facility.
2. **Railroad Crossings.** As a part of the Project, an existing Burlington Northern Santa Fe railroad spur is being eradicated by the Secretary and a new one constructed as shown on Exhibit 2.
3. **Closure of Highway Access Points.** As a part of the Project, access from 1st Street onto US-77 will be closed by the Secretary as shown on Exhibit 2.

ARTICLE IX: GENERAL PROVISIONS

1. **Incorporation of Documents.** The final Design Plans, exhibits, attachments, and any related agreements or subagreements for the Project are either attached hereto or incorporated by this reference and made a part of this Agreement as if set forth in their entirety herein.
2. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:

- (a) Temporary Traffic Control. The Secretary shall determine in consultation with the City and the County the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the City, County, and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the City, County, and the Secretary shall approve such revisions before they become effective.
- (b) Permanent Traffic Control. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary.
3. Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks (“Trail/Sidewalk”) constructed on state highway right of way, if any, pursuant to the Design Plans, the Parties agree as follows:
- a. Local Governmental Authority Responsible for Repairs and Providing Alternative Accessible Routes. The City and County agree that the primary purpose of KDOT Right of Way is for the construction and maintenance of state highways and those highways that are a part of the NHS. If Construction or maintenance for this Project reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the local governmental authority with jurisdiction at that location shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of Construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the appropriate local governmental authority will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.
- b. Interference with KDOT Right of Way. If the Secretary, in the Secretary’s sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the local governmental authority with jurisdiction at that location will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.
- c. Incorporation of Trail/Sidewalk into Local Transportation System. The City and County agree to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. § 771.135.

- d. **Maintenance.** When the Project is completed and final acceptance is issued, the City and County respectively, and at their own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way in their jurisdictions and make ample provision each year for such maintenance. If notified by the Secretary or the State Transportation Engineer of any unsatisfactory maintenance condition, the City or County will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the Secretary or State Transportation Engineer; however, is not intended to and shall not be construed to be an undertaking of the City's or County's absolute duty and obligation to maintain the Trail/Sidewalk.
4. **City Ordinances.** The Secretary is not required to follow any city zoning ordinances in the Design, Construction, or maintenance of the Project.
5. **City Connecting Link.** The Secretary has valid agreements with both Winfield and Arkansas City covering routine maintenance of the City Connecting Links affected by this Project. It is the Parties' intention that it remains in full force and effect and the mileage set out in the current City Connecting Link maintenance agreement is not affected by this Agreement.
6. **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.
7. **Contractual Provisions.** The provisions found in the current version of "Contractual Provisions Attachment (Form DA-146a)", which is attached, are incorporated into and made a part of this Agreement.
8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.
9. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
10. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office. The City and County may not transfer or assign any rights or obligations accrued under this Agreement without the express written consent of the Secretary.
11. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

12. **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.

13. **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.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF WINFIELD, KANSAS

City Clerk (Date)

Mayor (Date)

(SEAL)

ATTEST:

THE CITY OF ARKANSAS CITY,
KANSAS

City Clerk (Date)

Mayor (Date)

(SEAL)

ATTEST:

STROTHER FIELD COMMISSION

(Date)

Name (Date)

Title

Kansas Department of Transportation
Secretary of Transportation

By: _____

Greg M. Schieber, P.E. (Date)

Deputy Secretary and
State Transportation Engineer

INDEX OF ATTACHMENTS:

Exhibit 1

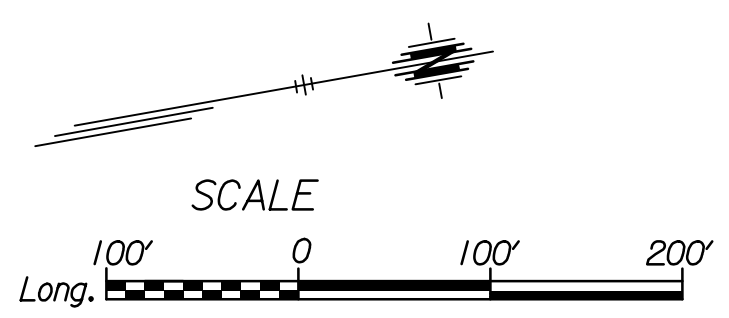
Exhibit 2

Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities

Civil Rights Act Attachment

Contractual Provisions Attachment (Form DA-146a)

| STATE | PROJECT NO. | YEAR | SHEET NO. | TOTAL SHEETS |
|--------|--------------------|------|-----------|--------------|
| KANSAS | 077-018 KA-4137-01 | 2024 | 19 | 27 |



€ SB US-77
P.C. @ Sta. 2556+78.86
N 1,514,498.919 E 1,750,097.472
1) -€ Proposed Improvement
Sta. 556+78.86, 42.00' Lt.
2) Not Set

€ NB US-77
P.C. @ Sta. 1555+78.46
N 1,514,373.362 E 1,750,134.475
1) -€ Proposed Improvement
Sta. 555+78.46, 42.00' Rt.
2) Not Set

P.T. @ Sta. 565+47.60
N 1,515,319.286 E 1,750,361.109
1) Set 2" Mag nail (Flush)
2) € NB US-77 Hwy 23.6' SE
3) € SB US-77 Hwy 23.2' NE
4) Light pole base lying E of NB US-77 75.1' NE
5) Light pole base lying W of SB US-77 103.8' NW

P.O.T. @ Sta. 567+01.50
N 1,515,471.877 E 1,750,381.124
1) Set 2" Mag nail in asphalt (Flush)
2) € of NB US-77 Hwy 23.4' SE
3) € of SB US-77 Hwy 20.7' NW
4) Light pole lying E of US-77 Hwy 108.5' SW
5) Light pole lying W of US-77 Hwy 78.4' SW

33rd Ave
P.O.T. @ Sta. 47+00.00
N 1,515,811.142 E 1,750,128.261
1. -€ Proposed Improvement
Sta. 570+05.00, 294.84' Lt.
2. Not Set

P.C. @ Sta. 577+84.11
N 1,516,545.293 E 1,750,521.926
1) Set Mag nail (Flush)
2) Sign post 74.3' NE
3) Top key fire hydrant 235.3' SE
4) Light pole 232.7' SSW
5) Light pole 79.0' NW

€ Curve Data
P.I. Sta. 584+06.50 (Bk.)=
P.I. Sta. 584+01.76 (Ahd.)=
D = 12°14'59" (Lt.)
Δ = 0°59'16"
R = 5800.00'
T = 622.39'
L = 1240.04'
E = 33.30'
Super = .04

P.I. @ Sta. 584+06.50 (Bk.)=
P.I. @ Sta. 584+01.76 (Ahd.)=
N 1,517,162.398 E 1,750,602.872
1) Set Mag Nail (Flush)
2) Telephone Pedestal 71.3' E
3) Speed Limit sign 133.6' SSE
4) Light Pole 87.3' W
5) Light Pole 125.5' NNE

€ Cedar Lane Dr
P.O.T. @ Sta. 48+50.00
N 1,517,001.522 E 1,750,429.768
1. -€ Proposed Improvement Sta. 582+35.32, 133.57' Lt.
2. Not Set

€ 33rd Ave Curve Data
P.I. @ Sta. 50+06.59 (Bk.)=
P.I. @ Sta. 49+84.63 (Ahd.) Δ 43°18'31" Lt.
N 1,515,689.485 E 1,750,409.668
1. -€ Proposed Improvement
Sta. 569+20.97
2. Not Set

P.T. @ Sta. 52+12.92
N 1,515,767.299 E 1,750,624.286
1. -€ Proposed Improvement
Sta. 570+26.04, 202.67' Rt.
2. Not Set

P.O.T. @ Sta. 53+00.00
N 1,515,796.981 E 1,750,706.153
1. -€ Proposed Improvement
Sta. 570+66.12, 279.99' Rt.
2. Not Set

P.I. @ Sta. 50+00.00
Δ = 31°19'34" Lt. (No Curve)
N 1,516,925.563 E 1,750,559.113
1. -€ Proposed Improvement Sta. 581+66.26

P.O.T. @ Sta. 51+50.00
N 1,516,927.925 E 1,750,709.095
1. -€ Proposed Improvement Sta. 581+77.99, 149.53' Rt.
2. Not Set

| DATE | BY | REFERENCES NOTED | REFERENCES CHECKED |
|--------|--------------|------------------|--------------------|
| 6/2022 | R. Sporing | | |
| 6/2022 | K. Schomaker | | |

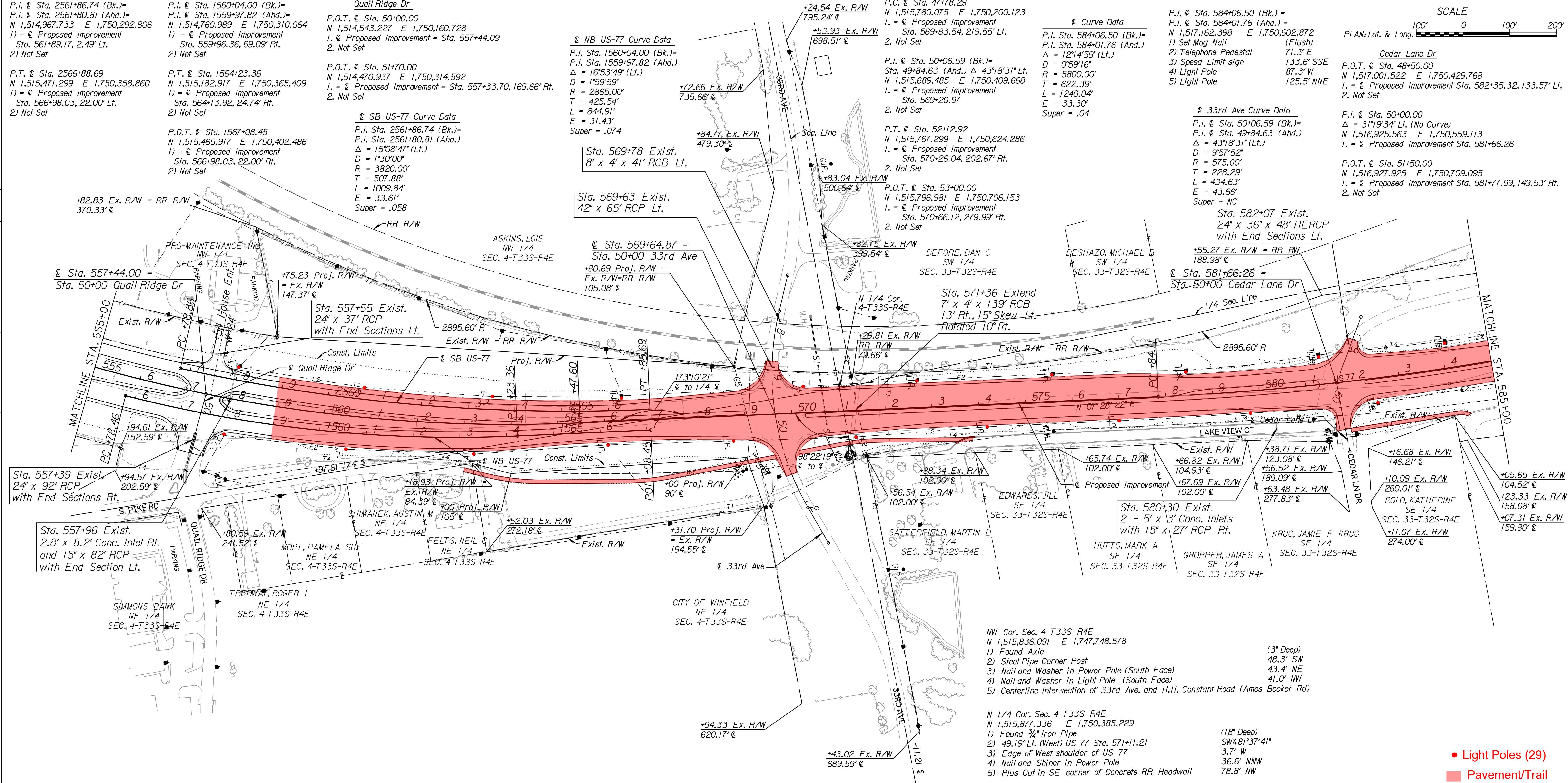


EXHIBIT 1a: WINFIELD INFRASTRUCTURE MAINTENANCE

- Light Poles (29)
- Pavement/Trail

Utilities
Water: City of Winfield - W4
Gas: City of Winfield - G5
Electric: City of Winfield - E2
Sewer: City of Winfield - S1
Telephone: AT&T Distribution - T1
Centurylink - T4

- NW Cor. Sec. 4 T33S R4E
N 1,515,836.091 E 1,747,748.578
1) Found Axle (3' Deep)
2) Steel Pipe Corner Post 48.3' SW
3) Nail and Washer in Power Pole (South Face) 43.4' NE
4) Nail and Washer in Light Pole (South Face) 41.0' NW
5) Centerline Intersection of 33rd Ave. and H.H. Constant Road (Amos Becker Rd)
- N 1/4 Cor. Sec. 4 T33S R4E
N 1,515,877.336 E 1,750,385.229
1) Found 3/4" Iron Pipe (18" Deep)
2) 49.19' Lt. (West) US-77 Sta. 571+11.21 SW481°37'41"
3) Edge of West shoulder of US 77 3.7' W
4) Nail and Shiner in Power Pole 36.6' NNW
5) Plus Cut in SE corner of Concrete RR Headwall 78.8' NW
- 3) East-West Hedge Row N Edge
4) Nail and Washer in Power Pole 33.3' NNE
5) *Box' cut in centerline of concrete Headwall 28.5' SW

BM 158 - Found bolt in hubguard of RCB
72.57' Rt. € US-77 Sta. 571+21.28 Elev. 1145.320

BM 168 - Set ** cut on top key of Fire Hydrant
64.21' Rt. € US-77 Sta. 575+57.77 Elev. 1145.382

KANSAS DEPARTMENT OF TRANSPORTATION
PLAN
STA. 555+00 TO STA. 585+00

| STATE | PROJECT NO. | YEAR | SHEET NO. | TOTAL SHEETS |
|--------|--------------------|------|-----------|--------------|
| KANSAS | 077-018 KA-4137-01 | 2024 | 20 | 27 |

- P.T. @ Sta. 590+24.15
 N 1,517,782.627 E 1,750,551.042
 1) Set Mag Nail
 2) Speed Limit sign
 3) Be Prepared to Stop sign
 4) Light Pole
 5) Speed Limit sign

- P.C. @ Sta. 603+48.69
 N 1,519,102.565 E 1,750,440.739
 1) Set Mag Nail
 2) R/W fence corner
 3) ** cut NE end of NB bridge abut.
 4) ** cut E side of N abut. of NB bridge
 5) Bolt in Power Pole

- (Flush)
 157.3' E
 176.4' SSE
 186.9' SSE
 65.6' SW

- P.I. Sta. 606+76.41 (Bk.) =
 P.I. Sta. 606+72.36 (Ahd.) =
 N 1,519,429.145 E 1,750,413.448
 1) Set mag nail
 2) ** cut on NE corner of Fiber Cabinet
 3) ** cut on top of curb
 4) ** cut on top of curb
 5) ** cut on top of curb

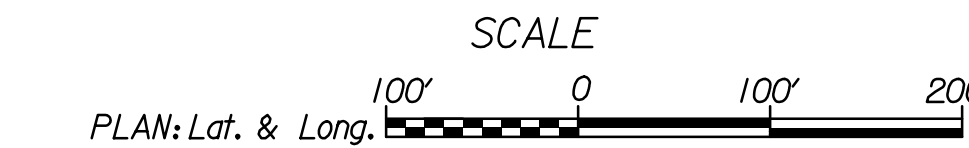
- (Flush)
 124.9 SSE
 26.1' SSW
 17.3' W
 22.3' NW

- P.T. Sta. 610+00.08
 N 1,519,736.389 E 1,750,299.428
 1) Set Mag nail
 2) E edge of asphalt
 3) ** cut in concrete
 4) Mag and shiner in Power Pole
 5) W edge of asphalt

- (Flush)
 34.3' E
 139.1' S
 82.5' SW
 39.8' W

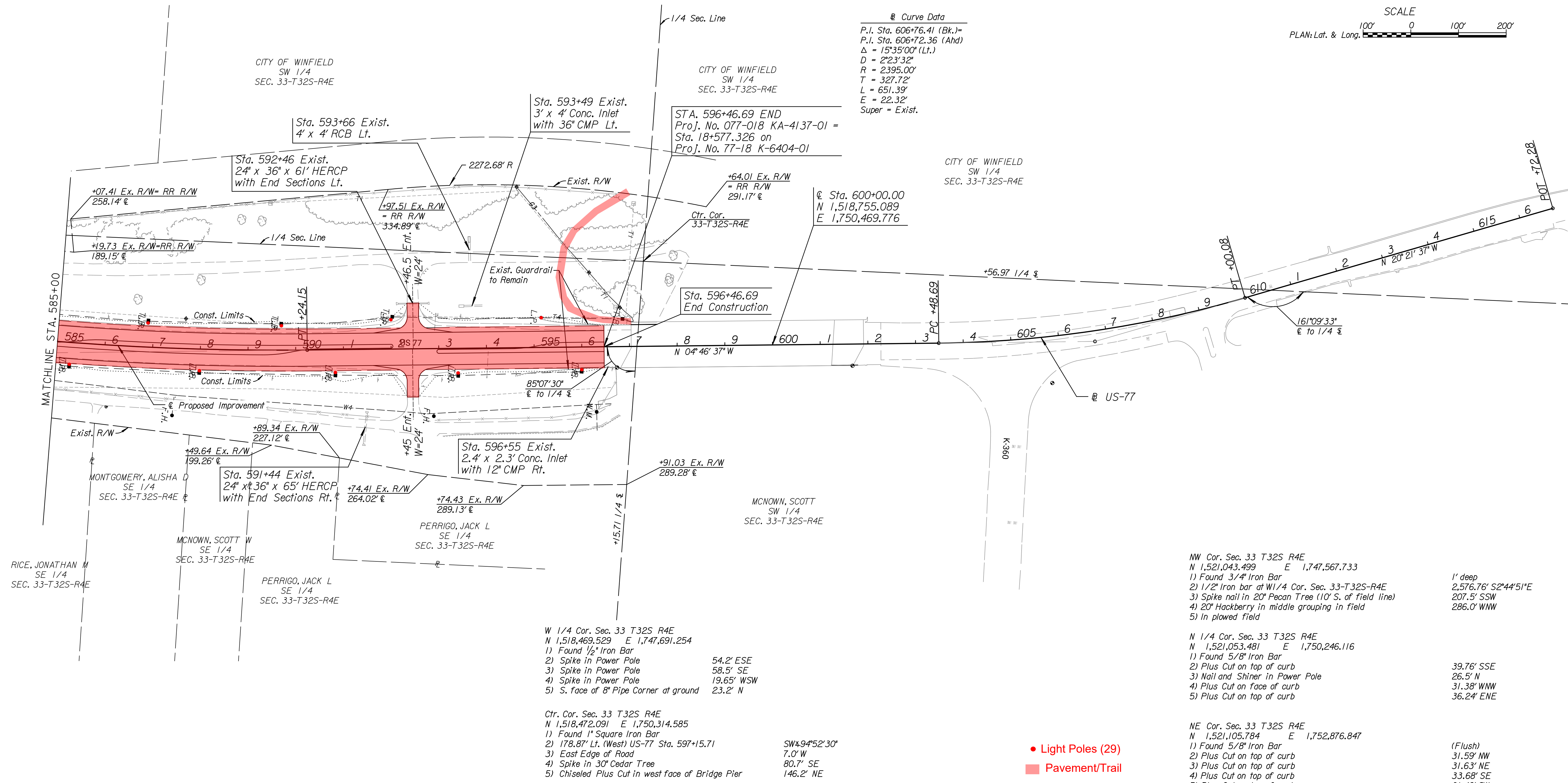
- P.O.T. @ Sta. 616+72.28
 N 1,520,366.594 E 1,750,065.555
 1) Set Mag nail
 2) Back of curb
 3) Sign Post
 4) SW corner of old conc. Foundation
 5) Back of curb

- (Flush)
 43.2' E
 52.0' SE
 119.2' SW
 32.5' W



| DATE | BY |
|--------|--------------|
| 6/2022 | R. Sporing |
| 6/2022 | K. Schomaker |

Drawn By: RSPORING
 Plotted: 04-11-23
 File: c:\pwworking\central01\2708304\ka413701rpl-18.dgn



Utilities
 Water: City of Winfield - W4
 Gas: Enable Gas Transmission - G3
 Electric: City of Winfield - E2
 Telephone: AT&T Distribution - T1
 Centurylink - T4

- W 1/4 Cor. Sec. 33 T32S R4E
 N 1,518,469.529 E 1,747,691.254
 1) Found 1/2" Iron Bar
 2) Spike in Power Pole 54.2' ESE
 3) Spike in Power Pole 58.5' SE
 4) Spike in Power Pole 19.65' WSW
 5) S. Face of 8" Pipe Corner at ground 23.2' N

- Ctr. Cor. Sec. 33 T32S R4E
 N 1,518,472.091 E 1,750,314.585
 1) Found 1" Square Iron Bar
 2) 178.87' Lt. (West) US-77 Sta. 597+15.71
 3) East Edge of Road
 4) Spike in 30" Cedar Tree
 5) Chiseled Plus Cut in west face of Bridge Pier

- SW 94°52'30"
 7.0' W
 80.7' SE
 146.2' NE

- E 1/4 Cor. Sec. 33 T32S R4E
 N 1,518,467.587 E 1,752,945.482
 1) Found 1/2" Rebar
 2) 2452.03' Rt. (East) US-77 Sta. 597+15.71
 3) Concrete Right-of-way marker
 4) Top center brace in Right-of-way Fence of Hwy 77
 5) N. Face of Wooden Power Pole

- SE 85°07'30"
 217.4' NW
 116.5' N
 226.8' S

BM 840 - Found bolt in conc guardrail, E side of S end of NB Bridge
 43.85' Rt. @ US-77 Sta. 596+73.70 Elev. 1134.591

BM 836 - Set ** on E side of N bridge abut NB lane
 45.42' Rt. @ US-77 Sta. 601+67.35 Elev. 1126.109

BM 838 - Set ** NE corner of conc. pad of F/O cabinet in NE quad of US-77 and HWY 360
 97.60' Rt. @ US-77 Sta. 605+77.07 Elev. 1128.437

- NW Cor. Sec. 33 T32S R4E
 N 1,521,043.499 E 1,747,567.733
 1) Found 3/4" Iron Bar
 2) 1/2" Iron bar at W 1/4 Cor. Sec. 33-T32S-R4E
 3) Spike nail in 20" Pecan Tree (10' S. of field line)
 4) 20" Hackberry in middle grouping in field
 5) In plowed field
 1' deep
 2576.76' S2°44'51"E
 207.5' SSW
 286.0' WNW

- N 1/4 Cor. Sec. 33 T32S R4E
 N 1,521,053.481 E 1,750,246.116
 1) Found 5/8" Iron Bar
 2) Plus Cut on top of curb
 3) Nail and Shiner in Power Pole
 4) Plus Cut on face of curb
 5) Plus Cut on top of curb
 39.76' SSE
 26.5' N
 31.38' WNW
 36.24' ENE

- NE Cor. Sec. 33 T32S R4E
 N 1,521,105.784 E 1,752,876.847
 1) Found 5/8" Iron Bar
 2) Plus Cut on top of curb
 3) Plus Cut on top of curb
 4) Plus Cut on top of curb
 5) Plus Cut on top of curb
 (Flush)
 31.59' NW
 31.63' NE
 33.68' SE
 31.46' SW

EXHIBIT 1a: WINFIELD INFRASTRUCTURE MAINTENANCE

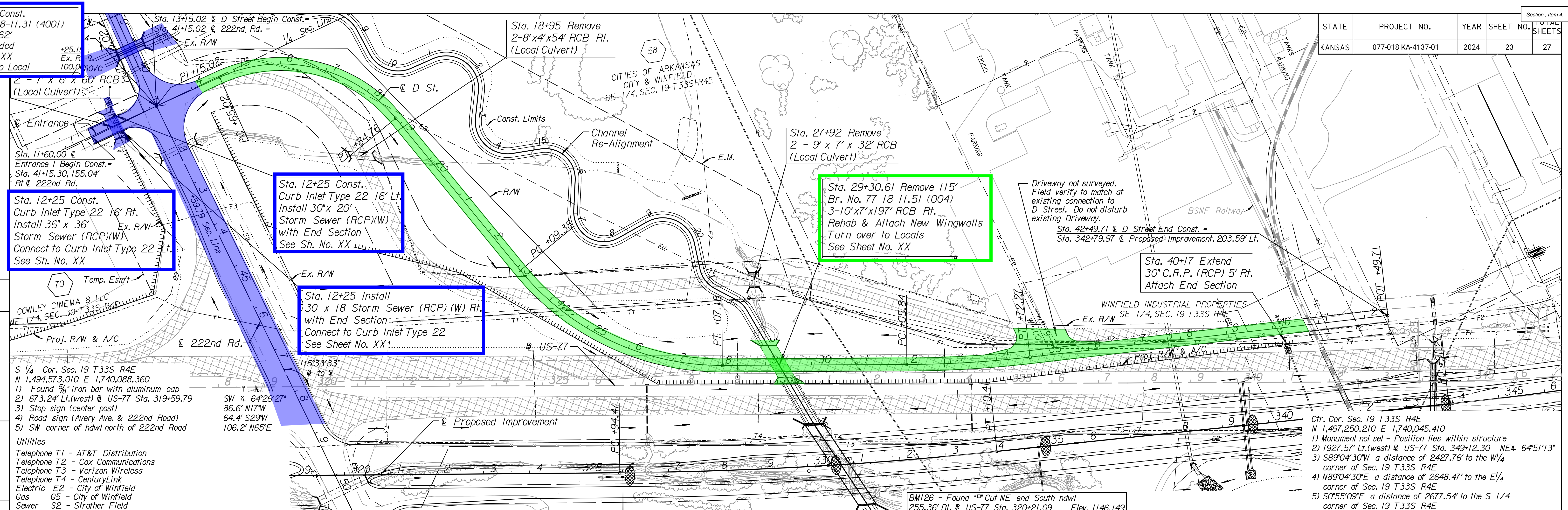
KANSAS DEPARTMENT OF TRANSPORTATION

PLAN

STA. 585+00 TO STA. 596+46.69

Sta. 39+80 Const.
Br. No. 77-18-11.31 (4001)
3-7' x 7' x 62"
RFB, Embedded
See Sh. No. XX
Turn Over to Local

| STATE | PROJECT NO. | YEAR | SHEET NO. | TOTAL SHEETS |
|--------|--------------------|------|-----------|--------------|
| KANSAS | 077-018 KA-4137-01 | 2024 | 23 | 27 |



| DATE | BY | REVISIONS |
|---|--|--|
| 6/2022 <td>R. Sporing <td>1) Found 9" iron bar with aluminum cap</td> </td> | R. Sporing <td>1) Found 9" iron bar with aluminum cap</td> | 1) Found 9" iron bar with aluminum cap |
| 6/2022 <td>K. Schomaker <td>2) 673.24' Lt. (west) @ US-77 Sta. 319+59.79</td> </td> | K. Schomaker <td>2) 673.24' Lt. (west) @ US-77 Sta. 319+59.79</td> | 2) 673.24' Lt. (west) @ US-77 Sta. 319+59.79 |
| | | 3) Stop sign (center post) |
| | | 4) Road sign (Avery Ave. & 222nd Road) |
| | | 5) SW corner of hdl north of 222nd Road |

S 1/4 Cor. Sec. 19 T33S R4E
N 1,494,573.010 E 1,740,088.360
1) Found 9" iron bar with aluminum cap
2) 673.24' Lt. (west) @ US-77 Sta. 319+59.79
3) Stop sign (center post)
4) Road sign (Avery Ave. & 222nd Road)
5) SW corner of hdl north of 222nd Road

Utilities
Telephone T1 - AT&T Distribution
Telephone T2 - Cox Communications
Telephone T3 - Verizon Wireless
Telephone T4 - CenturyLink
Electric E2 - City of Winfield
Gas G5 - City of Winfield
Sewer S2 - Strother Field

SW x 64°26'27"
86.6' N17W
64.4' S29W
106.2' N65°E

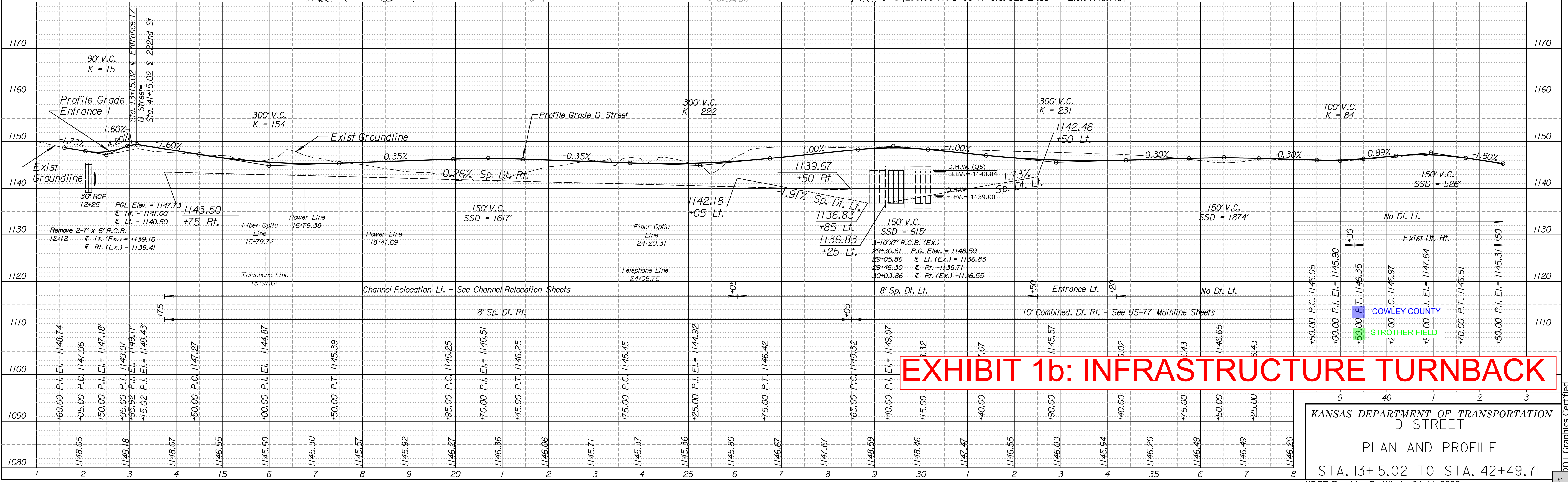
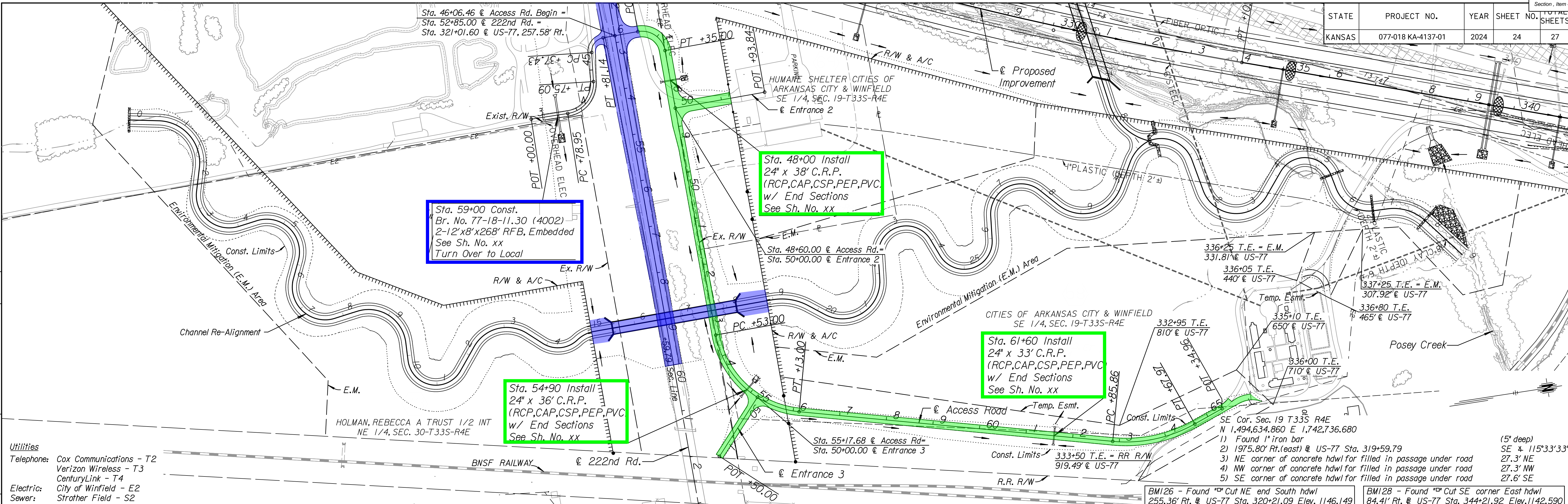


EXHIBIT 1b: INFRASTRUCTURE TURNBACK

KANSAS DEPARTMENT OF TRANSPORTATION
D STREET
PLAN AND PROFILE
STA. 13+15.02 TO STA. 42+49.71
KDOT Graphics Certified 04-11-2023 Sh. No. 2

Drawn By: RSPORING Plotted: 04-11-23
File: c:\pwworking\central\01\2708304\k413701\pp-01.dgn

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|--------|--------------------|------|-----------|--------------|
| STATE | PROJECT NO. | YEAR | SHEET NO. | TOTAL SHEETS |
| KANSAS | 077-018 KA-4137-01 | 2024 | 24 | 27 |



| | |
|--------------------|--------------|
| DATE | 6/2022 |
| BY | R. Sporing |
| REFERENCES NOTED | K. Schomaker |
| REFERENCES CHECKED | |

Utilities
 Telephone: Cox Communications - T2
 Verizon Wireless - T3
 CenturyLink - T4
 Electric: City of Winfield - E2
 Sewer: Strother Field - S2

- SE Cor. Sec. 19 T33S R4E
 N 1,494,634.860 E 1,742,736.680
- 1) Found 1" iron bar
 - 2) 1975.80' Rt.(east) @ US-77 Sta. 319+59.79
 - 3) NE corner of concrete hdl for filled in passage under road
 - 4) NW corner of concrete hdl for filled in passage under road
 - 5) SE corner of concrete hdl for filled in passage under road
- (5' deep)
 SE ¼ 115°33'33"
 27.3' NE
 27.3' NW
 27.6' SE
- BMI26 - Found " Cut NE end South hdl
 255.36' Rt. @ US-77 Sta. 320+21.09 Elev. 1146.149
- BMI28 - Found " Cut SE corner East hdl
 84.41' Rt. @ US-77 Sta. 344+21.92 Elev. 1142.590

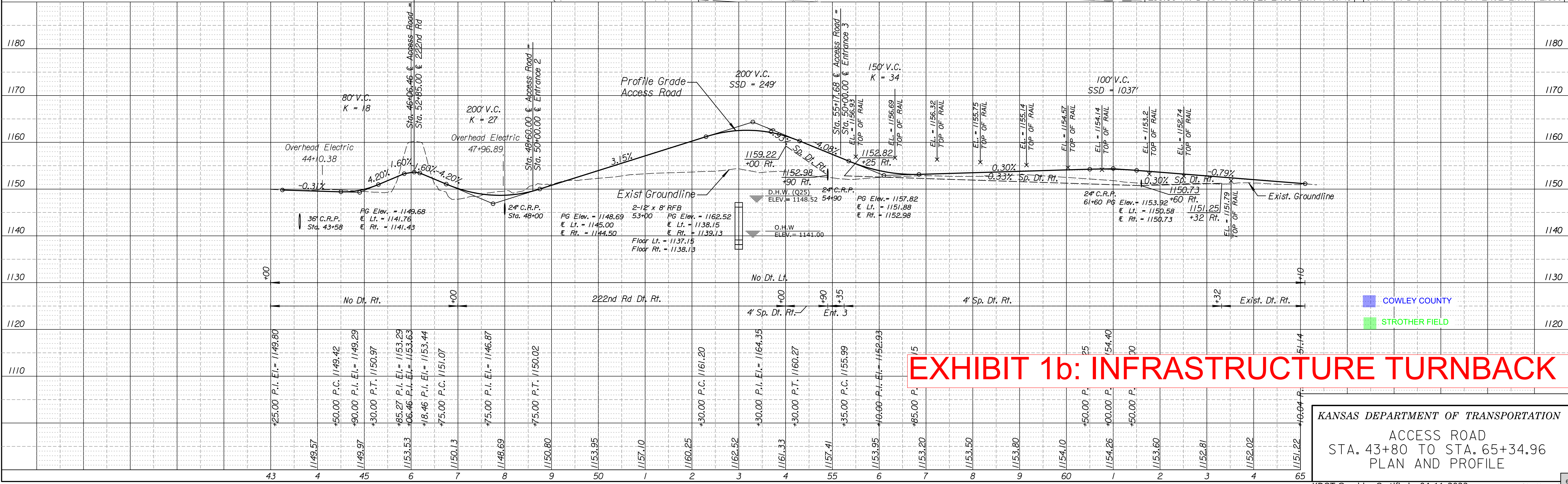
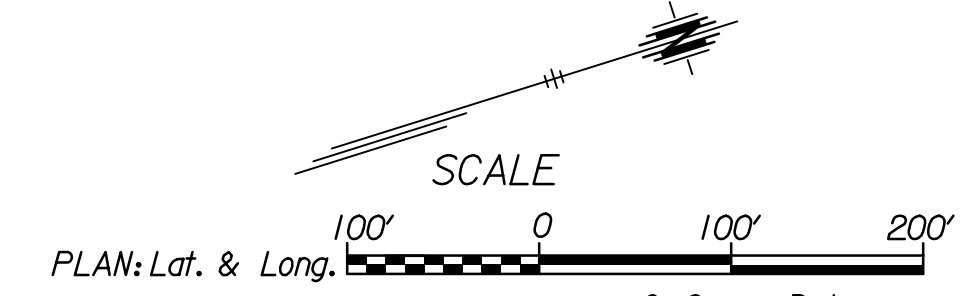


EXHIBIT 1b: INFRASTRUCTURE TURNBACK

KANSAS DEPARTMENT OF TRANSPORTATION
 ACCESS ROAD
 STA. 43+80 TO STA. 65+34.96
 PLAN AND PROFILE

Drawn By: RSPORING Plotted: 04-11-23
 File: c:\pwworking\central\01\2708304\ka413701rpp-02.dgn

| STATE | PROJECT NO. | YEAR | SHEET NO. | TOTAL SHEETS |
|--------|--------------------|------|-----------|--------------|
| KANSAS | 077-018 KA-4137-01 | 2024 | 11 | 27 |



| DATE | BY | REFERENCES NOTED | REFERENCES CHECKED |
|--------|--------------|------------------|--------------------|
| 6/2022 | R. Sporing | | |
| 6/2022 | K. Schomaker | | |

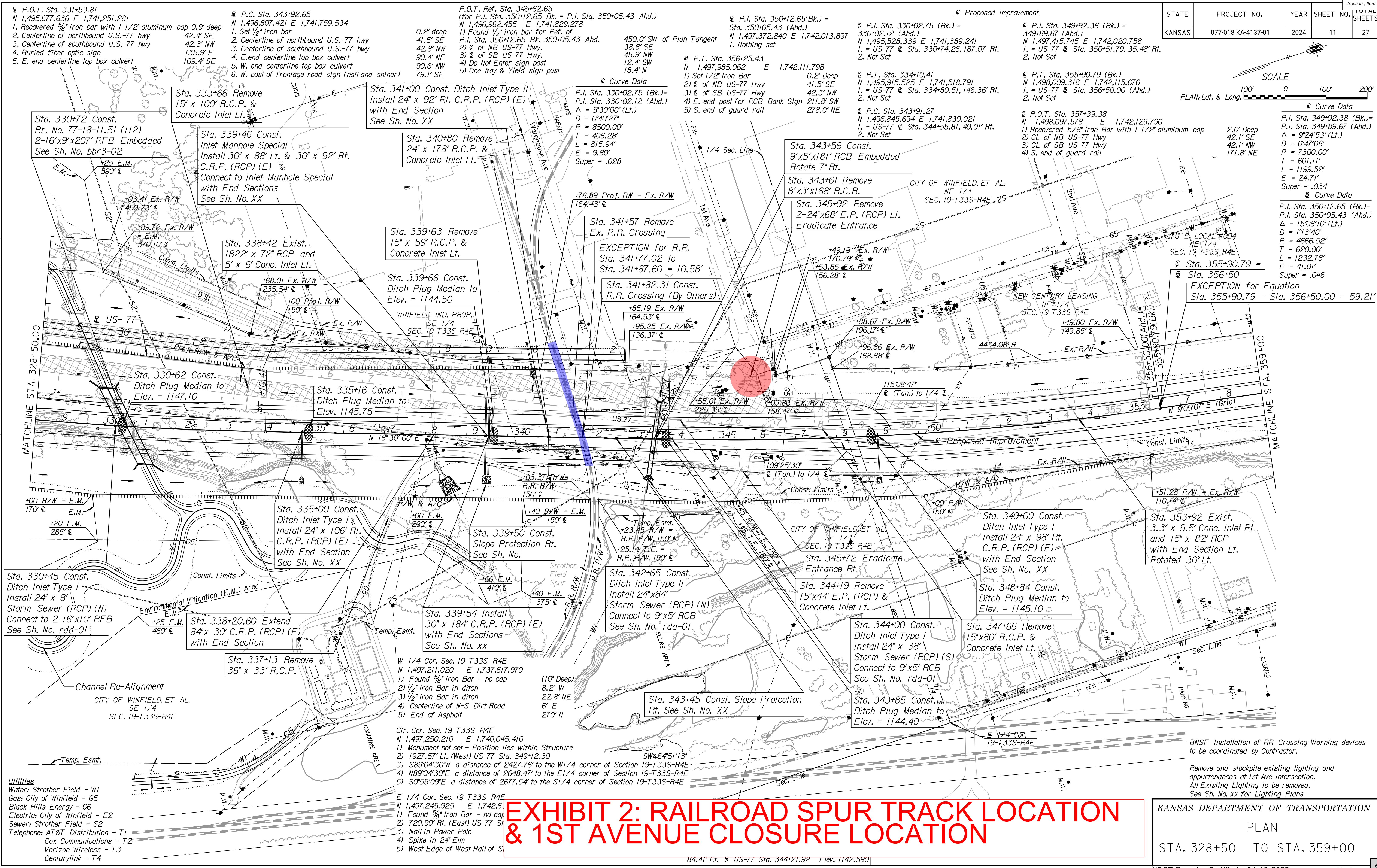


EXHIBIT 2: RAILROAD SPUR TRACK LOCATION & 1ST AVENUE CLOSURE LOCATION

KANSAS DEPARTMENT OF TRANSPORTATION

PLAN

STA. 328+50 TO STA. 359+00

Drawn By: RSPORING Plotted: 04-11-23
 File: c:\pwworking\central\01\d2708304\k413701rpl-09.dgn

- Utilities**
- Water: Strother Field - W1
 - Gas: City of Winfield - G5
 - Black Hills Energy - G6
 - Electric: City of Winfield - E2
 - Sewer: Strother Field - S2
 - Telephone: AT&T Distribution - T1
 - Cox Communications - T2
 - Verizon Wireless - T3
 - Centurylink - T4

BNSF installation of RR Crossing Warning devices to be coordinated by Contractor.
 Remove and stockpile existing lighting and appurtenances at 1st Ave Intersection.
 All Existing Lighting to be removed.
 See Sh. No. xx for Lighting Plans

**Federal Funds Lobbying Certification Attachment
Required Contract Provision**

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
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 fund 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 Design.

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 Agreement.

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 Agreement, 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)

By: _____

**Federal Funds Lobbying Certification Attachment
Required Contract Provision**

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By: _____

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Required Contract Provision**

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

(Date)

By: _____

**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).

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.



City Commission Agenda Item

Meeting Date: August 6, 2024
From: Randy Frazer, City Manager
Item: Select League Voting Delegates

Purpose: Select three (3) voting delegates and three (3) alternates to the 2024 League of Kansas Municipalities (LKM) Annual Business Meeting to be held on Saturday, October 12, 2024. **(Voice Vote)**

Background:

The City of Arkansas City is a voting member in good standing with the League of Kansas Municipalities.

New this year, LKM will hold its annual conference from Thursday, October 10th to Saturday October 12, 2024, in Wichita. The city is required to certify, in advance, its voting delegates and any alternates for the annual business meeting that will be held on Saturday, October 12, 2024. Based on population, the city will have three (3) votes at the meeting. **The deadline to complete registrations is Friday, September 20th at 5:00pm.**

The League has provided the following insight on “why” and “who” should attend the LKM Conference:

Why Attend LKM Annual Conference? This event will provide you with the resources needed to be knowledgeable and skilled in your local government role, and offer opportunities to expand your knowledge of local government issues. In addition, this event will allow you to engage with other leaders to share and brainstorm ideas to implement in your community, and think creatively to use problem-solving tactics and address common municipal challenges.

Who Should Attend? The League’s Annual Conference offers something for everyone. We recommend council members/commissioners, mayors, managers and administrators, clerks, and departments heads attend our conference. A number of valuable workshops, discussions, and networking opportunities await you!

Commission Options:

1. Select three (3) voting delegates and three (3) alternates.
2. Table voting for further discussion.

Attachments: 2024 League Annual Conference Info. Sheet.

Approved for Agenda by:

Randy Frazer, City Manager



The League of Kansas Municipalities Annual Conference

October 10-12, 2024
Wichita, Kansas

Registration opens July 1

Plan Now to Attend

The League Annual Conference is the largest municipal gathering of the year in Kansas, and the one event city officials cannot afford to miss!

This event will allow you to engage with other leaders to share and brainstorm ideas to implement in your community, and think creatively to use problem solving tactics and address common municipal challenges.

Session Topics*

- Cybersecurity
- AI for Government
- Broadband Update
- Managing Conflicting Community Values
- How to Navigate the Legislative Process
- Women in Public Service
- Employee Relations & Retention
- Record Retention Best Practices
- Code Enforcement
- Managing in a Crisis
- Economic Development Strategies for Cities
- Strategic Planning & Visioning for Your Community
- And much, much more!

*topics tentative and subject to change / many more will be announced online closer to registration opening.

Venue

Hyatt Regency Wichita +
Century II Convention Center

Preliminary Agenda[^]

The day pattern change has allowed additional breakout session times, discussion opportunities, and an entirely redesigned event overall. See you in October!

Thursday, October 10 (9:00 a.m. - 6:30 p.m.)

- Pre-Conference Mobile Workshop
- Pre-Conference MTI Workshops
- Legislative Policy Committee
- Mayors Seminar
- Big City Forum Discussion
- Governing Body Meeting
- KMIT Annual Meeting & Reception

Friday, October 11 (8:00 a.m. - 9:00 p.m.)

- Nominating Committee Meeting
- Concurrent Workshops Session I
- Concurrent Workshops Session II
- City Attorneys Association of Kansas CLE
- Opening General Session / Keynote
- Concurrent Workshops Session III
- Trade Show [Friday only 12:30 - 5:30]
- League Dinner / Social Event

Saturday, October 12 (7:30 a.m. - 1:30 p.m.)

- Breakfast/General Session: Public Service Awards
- Concurrent Workshops Session IV
- Concurrent Workshops Session V
- Closing Business Meeting/Convention of Voting Delegates

[^]A more detailed schedule of events with times is available online. Check often for updates.



City Commission Agenda Item

Meeting Date: August 6, 2024
From: Tony Tapia, Public Services Superintendent
Item: Cold Planer Skid Steer Attachment

Purpose: A Resolution authorizing the City of Arkansas City accept a bid submitted by Berry Tractor, to purchase a 2024 Blue Diamond Cold Planer skid steer attachment for the amount of \$25,855.20. **(Voice Vote)**

Background:

Three bids were sought for the purchase of the cold planer from Berry Tractor, Vermeer Great Plains and Skid Pro Attachments. Staff recommends the 2024 Blue Diamond 16 inch High Flow Cold Planer due to its durability and more dependable piece of equipment. This will replace the current #6026 1991 Alitec Model CP16 Cold Planer that has been inoperable for two years and is an older piece of equipment. The cold planer will be used for general road construction throughout the city.

Commission Options:

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

Fiscal Impact:

Amount: **\$25,855.20**

Fund: **21** (Special Street Fund) Department: **542** (Streets) Expense Code: **7405** (Machinery/Equipment)

Included in budget Grant Bonds Other Not Budgeted

Attachments: Resolution, Bid Documents and Bid Table.

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2024-08-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A BID SUBMITTED BY BERRY TRACTOR, TO PURCHASE A 2024 BLUE DIAMOND COLD PLANER SKID STEER ATTACHEMENT FOR THE AMOUNT OF \$25,855.20.

WHEREAS: The 2024 Blue Diamond 16-inch High-Flow Cold Planer is a skid steer attachment and that will replace the current 1991 Alitec Model CP16 Cold Planer that has been inoperable for two years.

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

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to accept a bid submitted by Berry Tractor, to purchase a 2024 Blue Diamond Cold Planer skid steer attachment for the amount of \$25,855.20.

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 6th day of August 2024.

(Seal)

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2024-08-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on August 6, 2024, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk

Cold Planer

| COMPANY | Berry Tractor | Vermeer Great Plains | Skid Pro Attachments |
|---------------|---|---|---------------------------------------|
| EQUIPMENT | 2024 Blue Diamond High Flow Cold Planer 16" | 2024 Blue Diamond Cold Planer High Flow 16" | Bobcat S750 18" High Flow Cold Planer |
| TOTAL COST | \$ 25,855.20 | \$ 27,056.04 | \$ 26,768.00 |
| DELIVERY TIME | 2-3 Days to Ship | Late October 2024 | Late October 2024 |
| MEET SPECS | Yes-Due to being a 16" | Yes-Due to being a 16" | No-Company doesn't make a 16" |

Budgeted amount for this is \$25,855.20

Recommendation would be the 2024 Blue Diamond 16 inch High Flow Cold Planer due to meeting budget.

COLD PLANER

HIGH-FLOW & LOW-FLOW



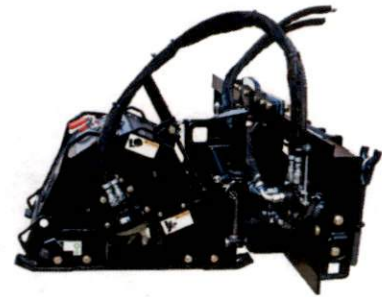
The Blue Diamond® Cold Planer uses the most trusted components in the industry, from the Sauer piston motor, to the Fairfield planetary hub featured in the high-flow models. These high end components, combined with the highly engineered design, makes this one of the most reliable units available for a skid steer attachment.



COLD PLANER HIGH-FLOW

FEATURES INCLUDE

- Electronic adjustment controls
- High-torque, planetary drive
- High drum weight = less vibration
- 5/8" thick drum tube
- Easy access tooth replacement
- Water kit available
- Fine-cut drum available
- 16" - 48" Grinding Widths
- Up to 6" Cutting Depth



COLD PLANER LOW-FLOW

FEATURES INCLUDE

- Manual adjustment controls
- Hydraulic side shift
- Direct Drive
- High drum weight = less vibration
- 5/8" thick drum tube
- Easy access tooth replacement
- Water kit available
- Fine-cut drum available
- 12" - 16" Grinding Widths
- Up to 5" Cutting Depth

Applications Include:

- Removing asphalt surfaces prior to overlay
- Widening shoulders
- Repairing potholes
- Restoring drainage lines
- Mixing stabilizing agents into base for a more durable repair

| PART NUMBER | MODEL | # OF TEETH | MIN-MAX FLOW | MIN-MAX PRESSURE | TILT CAPACITY | WEIGHT |
|-------------|---------------|------------|--------------|------------------|---------------|-----------|
| 160110 | 16" Low Flow | 38 | 24-45 GPM | 2000-3500 PSI | +/-15 | 1,250 lbs |
| 160220-HP | 16" High Flow | 38 | 27-45 GPM | 2450-5000 PSI | +/-15 | 1,710 lbs |
| 160225 | 18" High Flow | 40 | 24-45 GPM | 2000-3500 PSI | +/-15 | 1,805 lbs |
| 160225-HP | 18" High Flow | 40 | 27-45 GPM | 2450-5000 PSI | +/-15 | 1,810 lbs |
| 160230 | 24" High Flow | 50 | 24-45 GPM | 2000-3500 PSI | +/-13 | 1,970 lbs |
| 160230-HP | 24" High Flow | 50 | 27-45 GPM | 2450-5000 PSI | +/-13 | 1,970 lbs |
| 160235-HP | 30" High Flow | 60 | 30-45 GPM | 2500-5000 PSI | +/-10 | 2,160 lbs |
| 160240 | 40" High Flow | 76 | 30-45 GPM | 3000-3500 PSI | +/-8 | 2,450 lbs |
| 160240-HP | 40" High Flow | 76 | 30-45 GPM | 3000-5000 PSI | +/-8 | 2,455 lbs |
| 160245-HP | 48" High Flow | 90 | 30-45 GPM | 3250-5000 PSI | +/-6 | 3,210 lbs |





www.berrytractor.com

Section , Item 1.

QUOTE

July 18, 2024
Quote #: cshively-2001

CITY OF ARKANSAS CITY
118 W CENTRAL AVE
ARKANSAS CITY KS 67005-2643

Dear Brian Edwards,

First of all, thank you for your request for a machine specification and price quotation. We promise to do our best for you if you decide to favor us with your business.

Many of our customers will have additional questions after they receive their quotation. It is our job at Berry Tractor to provide you with reliable equipment and responsive service, both during and after the sale.

Thank you again for your request. We are pleased to present to you the following detailed specification and pricing information regarding the following equipment:

2024 Blue Diamond 16 inch Cold Planer to fit Bobcat S750 S/N: Factory Order

Thank you for providing us the opportunity of presenting this information regarding Berry Tractor's products and services. We look forward to discussing in further detail the information enclosed.

Respectfully,

Clayton Shively
Clayton Shively
Territory Manager



Configuration

2024 Blue Diamond 16 inch Cold Planer to fit Bobcat S750 S/N: Factory Order
16 inch Cold Planer to fit Bobcat S750

1 unit available at time of quote. 2-3 days to ship

Lead time on factory order unit is mid October

Total Selling Price

| | |
|--------------------------|----------------|
| Machine Selling Price | \$25,855.20 |
| Less Trade In: | <u>\$ 0.00</u> |
| Net Selling Price | |

Finance

| | |
|----------------|-------------|
| Sell Price | \$25,855.20 |
| Sales Tax | \$ 0.00 |
| Sub Total | \$25,855.20 |
| Cash Down | \$ 0.00 |
| Trade In | \$ 0.00 |
| Doc Fee | |
| Finance Amount | \$25,855.20 |



July 18, 2024

All orders are subject to acceptance by the Seller upon receipt of order at the office of Seller. In the event applicable taxes are not indicated in the quotation, the material quoted will be subject to any applicable taxes at the date of shipment.

All quotations are subject to change without notice.

Prices quoted are subject to change to comply with any manufacturer's price change or any changes in taxes imposed by federal, state or local governments between the date of the quotation and date of delivery of items quoted.

The property herein quoted is guaranteed by manufacturer's warranty only and no warranty, express or implied, is made by the Seller.

Terms of sales are subject to credit approval.

Delivery of the material quoted herein is contingent upon strikes, fires, prior sales, government action and other causes unavoidable or beyond control.

This Quotation is valid for 30 days from the date of origination.



Vermeer®

Great Plains

Date: 07/25/2024

Quoted To:
CITY OF ARKANSAS CITY
1407 W MADISON
ARKANSAS CITY KS 67005

Location: GODDARD
Quote Number: Q04146
Expiry Date: 08/08/2024
Salesperson: MARLIN STOTTS
(316) 794-3500
marlin.stotts@vermeergp.com
Responsible: MARLIN STOTTS

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

| | |
|---|-----------|
| New BLUE DIAMOND COLD PLANER COLD PLANER 16" HIGH FLOW HIGH (MIN 27 GPM / 2450 PSI MAX 45GPM / 5000 PSI) | 27,056.04 |
| ****INCLUDING THE FOLLOWING OPTIONS**** | |
| 160220-HP COLD PLANER 16" HIGH FLOW HIGH PRESSURE 0-6" DEPTH | |
| 160400 COLD PLANER/STUMP GRINDER CONTROL TYPE: CASE 400, | |
| 160416 COLD PLANER CONTROL TYPE: BOBCAT 7 PIN TO UNIVERSA | |
| 224011 COUPLER, FEMALE FLAT FACE STYLE, 1/2" body, 3/4" O | |
| 224012 COUPLER, MALE FLAT FACE STYLE, 1/2" body, 3/4" O-R | |
| 224060 COUPLER, FEMALE FLAT FACE, 3/8" BODY, #8 ORING | |
| 260302 COLD PLANER PLUMBING FITTING TO CONNECT MOTOR RETU | |
| 260303 COLD PLANER MOTOR FITTING (FITS HIGH FLOW MODEL) | |

Comments

THANK YOU FOR THIS OPPORTUNITY.
PLEASE CONTACT ME WITH ANY QUESTIONS.
MARLIN STOTTS 316.371.4412
MARLIN.STOTTS@VERMEERGP.COM

| | |
|---------------------------|-----------|
| Selling Price: | 27,056.04 |
| Tax: | |
| Net Selling Price: | 27,056.04 |

Accepted by:

Prepared by:



Skid Pro Attachments
 807 McKay Ave S
 Alexandria MN 56308
 United States

Section , Item 1.

Estimate

EST57285
 7/11/2024

Bill To
 Brian Edwards - Ks
 1407 West Madison
 Arkansas City KS 67005
 United States

Ship To
 Brian Edwards - Ks
 1407 West Madison
 Arkansas City KS 67005
 United States

| Expires | Phone | Sales Rep | Expires | Shipping Method |
|-----------|-------|--------------|-----------|-----------------|
| 7/25/2024 | | Chris Wessel | 7/25/2024 | XPO Logistics |

| QTY | Item | Description | Customer Price | Line Total |
|-----|--------------------|---|----------------|-------------|
| | Bobcat S750 | Bobcat S750: Rated Operating Capacity 3200Lbs. 85HP - 72.1" Width - 23/36.6gpm - 3500psi | | |
| 1 | CP18G5 | 18" HF Cold Planer | \$26,995.00 | \$26,995.00 |
| 1 | HF-FFC | High Flow Flat Faced Coupler | \$295.00 | \$295.00 |
| 1 | RH-ELC | Electrical Kit - Includes Control Box (Control Depth Skids, Tilt & Side Shift), 12V Power Plug & Wire Harness | \$595.00 | \$595.00 |
| 1 | Discount | Gov Pricing | \$0.00 | -\$2,000.00 |

| | |
|-------------------------|-------------|
| Subtotal | \$25,885.00 |
| Shipping Cost | \$883.00 |
| Tax Total (9.5%) | \$0.00 |
| Total | \$26,768.00 |

Sales Tax:
 State sales tax to be paid unless a valid exemption form is received prior to shipping. AL & TX Sales Tax calculated at flat 8% rate per state guidelines. ID calculated at 6% per state guidelines.

Freight Policy:
 Please thoroughly inspect all equipment upon arrival. Should damage be found, please notate on the delivery receipt and sign after taking pictures of the attachment while the driver is present. If the damage is not notated the freight carrier will not consider any remedy for issues that may have occurred in transit.

Return Policy:
 Order cancellations will be assessed a 5% fee. Returned items will be assessed a 20% restocking fee plus all applicable freight charges. Only new, unused equipment is eligible for returns. Used equipment may not be returned. All returns on new equipment require pre-approval and written authorization. Custom orders are non-refundable.



EST57285