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

II. Awards and Proclamations

III. Recognition of Visitors
   1. Hospital Update

IV. Comments from the Audience for Items Not on the Agenda
   ➢ Each speaker will state his or her name and address before making any comments.
   ➢ Each speaker will have three (3) minutes to present his or her comments.
   ➢ Comments or questions will be directed only to the City Commission.
   ➢ Debate or argument between parties in the audience will not be allowed.
   ➢ Repeated reiterations by speakers will not be allowed.
   ➢ Violations of comment procedure will result in being directed to cease speaking or resume sitting.

V. Consent Agenda (Voice Vote)
   1. Approve the August 15, 2017 regular meeting minutes as written.
   2. A Resolution setting a public meeting of the Governing Body at noon on Friday, September 15, 2017 in the City Manager’s office for a commission study session.
   3. Ratify Mayor Duane Oestmann’s appointment of Felipe Escalante to the Northwest Community Center Advisory Board.

VI. Old Business
   1. Hold a public hearing and consider a Resolution declaring structures located at 315 N. D. St., 900 S. 3rd St., 310 E. Madison Ave., 611 N 7th St., 306 N. C. St., and 215 N. B. St., as unsafe and dangerous and directing the structures be repaired, shored, or otherwise made safe, or, in the alternative, demolished. (Voice vote).

VII. New Business
   1. Consider a Resolution approving Layne Christensen Company, Wichita, to offset Well No. 5 and drill a new well to replace the existing well, for an amount not to exceed $145,074.00. (Voice Vote)
   2. Consider a Resolution creating the Community Spirit Award Committee and authorizing it to designate recipients of the Joe B. Avery Community Spirit Award. (Voice Vote)

VIII. City Manager Updates
   1. Passenger Rail and Transit Services
   2. Fishing Access Agreement
IX. Other Business
   1. City Advisory Board Reports

X. Adjournment
Item for City Commission Action
Section V Item 1

<table>
<thead>
<tr>
<th><strong>Meeting Date</strong></th>
<th><strong>Department/Division</strong></th>
<th><strong>Staff Contacts</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>9/5/2017</td>
<td>City Manager</td>
<td>Lesley Shook /</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Andrew Lawson</td>
</tr>
</tbody>
</table>

**Title:**
Consent Agenda Item: Approve the August 15, 2017, regular meeting minutes as written.

**Description:**
Please see attached document.

**Commission Options:**
1. Approve with the consent agenda.
2. Remove item from the consent agenda for further consideration.

**Fiscal Impact:**
Amount: N/A

Fund: Department: Expense Code:

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

**Approved for Agenda by:**

[Signature]
City Manager
The Arkansas City Board of City Commissioners met in regular session at 5:30 p.m. August 15, 2017, in the Commission Room at City Hall, 118 W. Central Ave., in Arkansas City.

Mayor Duane L. Oestmann called the meeting to order. Those also present at roll call were Commissioner Charles Tweedy III, Commissioner Jay Warren and Commissioner Karen Welch.

Commissioner Dan Jurkovich joined the meeting in progress at 5:31 p.m.

City employees present at the meeting were City Manager Nick Hernandez, City Attorney Tamara Niles, City Clerk Lesley Shook, Public Information Officer Andrew Lawson, Finance Director Kathy Cornwell, City Treasurer Jennifer Waggner, Public Works Director Eric Broce, Assistant Public Works Director Mike Crandall, Fire Chief Bobby Wolfe, Police Chief Dan Ward and Human Resources Manager Marla McFarland.

RISE Cowley was represented by coalition member Tom Langer, of the City-Cowley County Health Department.

Citizens in attendance included Kanyon Gingher and Ark City Daily Bytes reporter Jeni McGee.

Commissioner Warren offered the opening prayer. Mayor Oestmann led the pledge of allegiance.

**Agenda Approval**

Commissioner Tweedy made a motion to approve the agenda as presented. Commissioner Welch seconded the motion. A voice vote was unanimous in favor of the motion. Mayor Oestmann declared the agenda approved.

**Recognition of Visitors**

Tom Langer, City-Cowley County Health Department administrator and public health officer, gave a presentation on behalf of the RISE Cowley health coalition, of which the City of Arkansas City is one of several area members.

RISE Cowley recently received a $100,000 “Pathways to a Healthy Kansas” implementation grant from Blue Cross Blue Shield of Kansas. It also has access to $400,000 in additional, noncompetitive achievement grant funding.

Langer talked about how poorly Cowley County ranks in most statewide health rankings and why. He said the goal of Pathways is to, over the next three years, change attitudes and physical factors to improve the rankings.

**Consent Agenda**

Commissioner Tweedy made a motion to approve the consent agenda as presented, including the following:

1. Approving the August 1, 2017, regular meeting minutes as written.
2. Ratifying Oestmann’s reappointments of Kevin Cox and J.W. Lozano to the Historic Preservation Board.

Commissioner Warren seconded the motion. A voice vote was unanimous in favor of the motion. Mayor Oestmann declared the consent agenda approved.
Old Business

2018 Budget Hearing/Adoption
Ordinance No. 2017-08-4435

City Clerk Shook presented for discussion a first reading of an ordinance adopting the 2018 budget for the City of Arkansas City. Mayor Oestmann opened a public hearing. No one spoke. Mayor Oestmann closed the hearing.

Commissioner Tweedy asked whether a certain amount of money should be set aside for the Beautification and Tree Advisory Board for events such as Fall and Spring Cleanup Days, Arbor Day, and other cleanup programs.

Finance Director Cornwell said $1,000 to $5,000 had been set aside in past years, but never was spent. That amount was taken out of this budget. City Manager Hernandez said it would help if specific programs are funded.

Hernandez said the City can track all of the expenditures in 2018 from its various funds related to cleanup efforts and present that information to the City Commission during the 2019 budget process next summer.

He also talked about the budding lawnmower checkout program and his idea for a possible community paint bank.

Mayor Oestmann made a motion to approve the ordinance as presented, with external agency funding. Commissioner Warren seconded the motion. A roll call vote resulted in five aye votes and no nay votes.

Mayor Oestmann declared the ordinance approved and given Ordinance No. 2017-08-4435.

New Business

Personnel Policy Updates

City Clerk Shook presented for discussion four personnel policy updates — Criminal Activity/Arrests, Standards of Conduct, Workplace Bullying, and Drug and Alcohol Free Workplace.

Human Resources Manager McFarland said the policies are relatively straightforward. They relate to appropriate behavior in the workplace and establish standards for criminal activity, misbehavior, and drug use.

She promoted an upcoming anti-harassment/anti-discrimination training and invited commissioners to attend it.

Commissioner Warren made a motion to approve the personnel policy updates. Commissioner Jurkovich seconded the motion. A voice vote was unanimous in favor. Mayor Oestmann declared the motion approved.

Weed Mowing Charges
Ordinance No. 2017-08-4436

City Clerk Shook presented for discussion a first reading of an ordinance levying special assessments for code enforcement activities related to unpaid noxious weed mowing charges.

City Manager Hernandez said the City has abated $24,125.00 worth of mowing with its contractor. Most of these charges never are paid or recouped by the City, even after they are assessed to the property’s tax bill.
Commissioner Tweedy made a motion to approve the ordinance. Mayor Oestmann seconded the motion. A roll call vote resulted in five aye votes and no nay votes.

Mayor Oestmann declared the ordinance approved and given Ordinance No. 2017-08-4436.

**Refuse Abatement Charges**  
**Ordinance No. 2017-08-4437**

City Clerk Shook presented for discussion a first reading of an ordinance levying special assessments for code enforcement activities related to unpaid refuse abatement charges.

Commissioner Jurkovich made a motion to approve the ordinance. Commissioner Tweedy seconded the motion. A roll call vote resulted in five aye votes and no nay votes.

Mayor Oestmann declared the ordinance approved and given Ordinance No. 2017-08-4437.

**Certificate of Special Assessment for Dangerous Structure Demolition**

City Clerk Shook presented for discussion a Certificate of Special Assessment for a dangerous structure demolition at 1419 S. Summit St., for a total cost of $5,000.00.

Commissioner Jurkovich made a motion to approve the Certificate. Commissioner Warren seconded the motion. A voice vote was unanimous in favor of the motion. Mayor Oestmann declared the motion approved.

**League of Kansas Municipalities Annual Business Meeting**

City Clerk Shook presented for discussion the voting delegates to the League of Kansas Municipalities’ annual business meeting on Sept. 16-18 in Wichita. The theme is “Resilience: Building a Responsive Community.”

Commissioner Welch made a motion to appoint City Manager Hernandez, Commissioner Jurkovich and Commissioner Warren as voting delegates, with herself and Commissioners Tweedy and Oestmann as alternates.

Commissioner Tweedy seconded the motion. A voice vote was unanimous in favor of the motion. Mayor Oestmann declared the motion approved.

**Municipal Court Ordinance**  
**Ordinance No. 2017-08-4438**

City Clerk Shook presented for discussion a first reading of an ordinance amending Ordinance No. 91-12-3554.

City Attorney Niles said current law requires Arkansas City Municipal Court to be held at least four times a month.
Niles said amending the ordinance to require municipal court only as dictated by the judge’s contract will allow the City to cancel court during the four weeks the judge takes vacation, without having to hire a pro tem judge.

She said this should save the City up to $2,000 per year in reduced personnel costs. City Manager Hernandez said his eventual goal is to have municipal court just twice a month, which would be in the next judge’s contract.

Commissioner Warren made a motion to approve the ordinance. Commissioner Welch seconded the motion.

A roll call vote resulted in five aye votes and no nay votes. Mayor Oestmann declared the ordinance approved and given Ordinance No. 2017-08-4438.

**City Manager Updates**

Police Chief Ward presented the Arkansas City Police Department’s 2016 annual report to the commissioners.

He said the delay in presenting the report is due to a delay in receiving crime statistics from the state. In general, crime rates rose in 2016 in Arkansas City, which Ward attributed to ongoing staffing issues at the time.

The good news, he said, is that the department has been fully staffed for all of 2017, and once the final new officers leave field training, he will have two full-time positions devoted to community policing and swing shifts.

While the emphasis on getting to full staffing levels negatively impacted the ability of ACPD to suppress crime and traffic accidents, Ward said that will be a renewed focus for the rest of this year and also heading into 2018.

He also praised recent hiring that has increased departmental diversity, bringing on female, African-American and bilingual Hispanic officers, which better reflects the composition of the community that ACPD serves.

All officers on patrol now have their own Tasers and body-worn cameras, and training is at an all-time high.

City Manager Hernandez reminded the commissioners that the September 5 meeting will be the mayoral transition meeting. Vice Mayor Jurkovich said he would be absent from that meeting due to a prior conflict.

Hernandez said the mayoral transition ceremonies would be rescheduled for September 19 so he is available.

Hernandez also mentioned that the City will have the smallest published increase in its 2018 mill levy of the four local governmental entities — Cowley College added 1.5 mills for capital improvements; Cowley County increased its mill levy by 1.5 mills, as well; and the Arkansas City Public School District raised its mill levy slightly.

He also updated the commissioners on Cowley First’s plan to have offices in both Ark City and Winfield. The Strother Field office Cowley First currently occupies will be abandoned by December, saving on rent changes.

**Adjournment**

Commissioner Warren moved to adjourn the meeting. Commissioner Tweedy seconded the motion. A voice vote was unanimous in favor of the motion. Mayor Oestmann declared the meeting adjourned at 7:22 p.m.
Item for City Commission Action
Section V  Item 2

**Meeting Date**: 9/5/2017

**Department/Division**: City Manager

**Staff Contact**: Nick Hernanez

**Title:**

Consent Agenda Item:  A Resolution setting a public meeting of the Governing Body at noon on Friday, September 15, 2017 in the City Manager’s office for a commission study session.

**Description:**

A study session has been scheduled to discuss sanitation.

**Commission Options:**

1. Approve with the consent agenda.
2. Remove from the consent agenda for consideration as new business.

**Fiscal Impact:**

Amount:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Expense Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Included in budget</td>
<td>☐ Grant</td>
<td>☐ Bonds</td>
</tr>
</tbody>
</table>

**Approved for Agenda by:**

[Signature]

City Manager
RESOLUTION NO. 2017-09

A RESOLUTION SETTING A PUBLIC MEETING OF THE GOVERNING BODY AT NOON ON FRIDAY, SEPTEMBER 15, 2017 IN THE CITY MANAGER’S OFFICE FOR A COMMISSION STUDY SESSION.

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 hereby establishes that it shall hold a Study Session at Noon on Friday, September 15, 2017 in the City Manager’s office at City Hall, 118 W. Central, Arkansas City. No action will be taken at said meeting, but instead the Commissioners will discuss Sanitation.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on September 5, 2017.

________________________________________
Duane L. Oestmann, Mayor

ATTEST:

________________________________________
Lesley Shook, City Clerk

APPROVED AS TO FORM:

________________________________________
Tamara L. Niles, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2017-09-____ of the City of Arkansas City, Kansas adopted by the governing body on September 5, 2017 as the same appears of record in my office.

DATED: ___________________________.

________________________________________
Lesley Shook, City Clerk
Title:
Consent Agenda Item: Ratify Mayor Duane Oestmann’s appointment of Felipe Escalante to the Northwest Community Center Advisory Board.

Description:
There has been a vacancy on the Northwest Community Center Advisory Board since Ray Berry was not reappointed to a three-year term earlier this summer.

Staff recently received an application for this vacancy from Felipe Escalante, a Cowley College student who is very active in the community, including with RISE Cowley and the Optimists of Arkansas City.

Staff recommends appointing Escalante, who would become one of the City’s youngest advisory board members. His youth and Hispanic heritage would be assets for him in relating to kids served by NWCC.

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

Fiscal Impact:
Amount: N/A

Fund:      Department:      Expense Code:
☐ Included in budget  ☐ Grant  ☐ Bonds  ☐ Other (explain)

Approved for Agenda by:

City Manager
City Boards/Commissions/Committees/Councils Volunteer Form

Name: Felipe Escalante
Phone: ____________________________
Alternate Phone: ____________________
Email: Felipe Escalante@gmail.com

Home Address: ____________________________
Employment: Full-Time Student [Cowley]
Job Title: ____________________________
Years Lived in Arkansas City: 15

Community and Professional Activities/Associations/Honors/Organizations:
- Cowley Student Ambassador
- Cowley's Media Club president
- Cowley Press Social Media manager
- Cowley's Game Club president
- Optimist Club member

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

Appointment(s) you are applying for [please indicate your choice(s) — when a vacancy occurs, you will be contacted]:
- ACPL (Public Library) Board of Trustees
- Beautification and Tree Advisory Board
- Building Trades Advisory Board
- Capital Improvement Plan Committee
- City Commission (only if vacancy occurs)
- Community Spirit Award Committee
- Convention and Visitors Bureau Board
- Equal Opportunity & Accessibility Board
- Historic Preservation Board
- Northwest Community Center Board
- Outstanding Young Student Committee
- Planning Commission / Board of Zoning
- Public Building Commission
- Recreation Commission
- Retired Citizens Advisory Council
- SCKMC (Hospital) Board of Trustees

Professional certifications required — call 620-441-4413 or 620-441-4420 for more information.

Please indicate why you are interested in serving and what skills you might contribute:

I hope my skill set of photography, social media management, marketing can help out with information being spread. Also, I would love to help out with events, since Arkansas City is my home.

Signature: ____________________________ Date: 8-16-17

Mail or Deliver to:
Lesley Shook, City Clerk OR Andrew Lawson, Public Information Officer
City of Arkansas City
118 W. Central Ave.
Arkansas City, KS 67005

Or you can email this form to: lshook@arkansascityks.gov or alawson@arkansascityks.gov

~~~ Applicants must be appointed by the Mayor with the consent of the City Commission~~~
### Board Vacancies as of August 30, 2017

<table>
<thead>
<tr>
<th>Board/Commission/Committee/Council</th>
<th>Board Recommendations</th>
<th>Applications Received / Interest Expressed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cowley County Council on Aging — 1 Vacancy</td>
<td></td>
<td>Accepting applications</td>
</tr>
<tr>
<td>Equal Opportunity and Accessibility Advisory Board</td>
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<td>Joaquin Retana, Daniel Yocum</td>
</tr>
<tr>
<td>Northwest Community Center Advisory Board — 1 Vacancy</td>
<td>Felipe Escalante</td>
<td>Wesley Bradford</td>
</tr>
<tr>
<td>Planning Commission (3-Mile Growth Area)</td>
<td></td>
<td>Ron Slaven</td>
</tr>
<tr>
<td>Public Building Commission — 1 Vacancy</td>
<td></td>
<td>John Sturd</td>
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</table>

* Mayor’s Recommendation

### Potential Upcoming Reappointments

<table>
<thead>
<tr>
<th>Board/Commission/Committee/Council</th>
<th>Member(s) / Term Expiration Date</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning Commission</td>
<td>Brian Wells / May 1, 2017</td>
<td>Member from 3-mile growth area outside city limits</td>
</tr>
<tr>
<td>Cowley County Board of Health</td>
<td>Mary Benton / December 31, 2017</td>
<td>Ark City representative</td>
</tr>
<tr>
<td>Building Trades Advisory Board</td>
<td>Ken Miller / February 1, 2018</td>
<td>Master Mechanical</td>
</tr>
<tr>
<td></td>
<td>Leonard Mumford / February 1, 2018</td>
<td>General Contractor</td>
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</table>
## Applications Received / No Current Vacancies

<table>
<thead>
<tr>
<th>Name</th>
<th>Interest in serving on:</th>
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<tbody>
<tr>
<td>Michael Bergagnini</td>
<td>South Central Kansas Medical Center Board of Trustees</td>
</tr>
<tr>
<td>Mike Dobson</td>
<td>Arkansas City Recreation Commission</td>
</tr>
<tr>
<td>Dale Eggen</td>
<td>Planning Commission / Board of Zoning Appeals</td>
</tr>
<tr>
<td>Zach Graber</td>
<td>Arkansas City Recreation Commission</td>
</tr>
<tr>
<td>Dr. Mauricio Herrera</td>
<td>South Central Kansas Medical Center Board of Trustees</td>
</tr>
<tr>
<td>Carol House</td>
<td>Outstanding Young Student Award Committee</td>
</tr>
<tr>
<td>Ted Kadau</td>
<td>Building Trades Advisory Board</td>
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<td>Planning Commission / Board of Zoning Appeals</td>
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<tr>
<td>Derek Koller</td>
<td>South Central Kansas Medical Center Board of Trustees</td>
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<tr>
<td>Mell Kuhn</td>
<td>Planning Commission / Board of Zoning Appeals</td>
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<td>South Central Kansas Medical Center Board of Trustees</td>
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<tr>
<td>Sue Lancaster</td>
<td>Planning Commission / Board of Zoning Appeals</td>
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<tr>
<td>Dr. John Seitz</td>
<td>South Central Kansas Medical Center Board of Trustees</td>
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<tr>
<td>Michael Taylor</td>
<td>Building Trades Advisory Board</td>
</tr>
<tr>
<td>Jill Wineinger</td>
<td>Planning Commission / Board of Zoning Appeals</td>
</tr>
</tbody>
</table>
Title:

Hold a public hearing and consider a Resolution declaring structures located at 315 N. D. St., 900 S. 3rd St., 310 E. Madison Ave., 611 N 7th St., 306 N. C. St., and 215 N. B. St., as unsafe and dangerous and directing the structures be repaired, shored, or otherwise made safe, or, in the alternative, demolished. (Voice vote).

Description:

September 5, 2017 was set by the City Commission to hold a public hearing on the status of the structures located at 315 N. D. St., 900 S. 3rd St., 310 E. Madison Ave., 611 N 7th St., 306 N. C. St., and 215 N. B. St., to determine if they are dangerous structures and possibly to order abatement.

If so ordered, the owner will have 30 days to begin repair or demolition and 90 days to complete repairs or demolition after publication of the resolution. The owners have been properly notified of this hearing date.

Commission Options:

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

Fiscal Impact:

Amount:  
Fund: Department: Expense Code:  
☐ Included in budget ☐ Grant ☐ Bonds ☐ Other (explain)

Approved for Agenda by:

[Signature]

City Manager
RESOLUTION NO. 2017-09-

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

WHEREAS, the Enforcing Officer of the City of Arkansas City, Kansas, did, on or about the 12th day of July, 2017, file with the Governing Body of the City of Arkansas City a statement in writing that the structures hereinafter described constitute an unsafe or dangerous structure.

WHEREAS, the Governing Body did by Resolution No. 2017-07-3117 establish the 5th day of September, 2017 at 5:30 p.m., as the date of public hearing at which time the owners, their agents, any lienholders of record and occupants of the structure(s) could appear and show cause why said structure(s) should not be condemned and ordered repaired, shored or otherwise made safe, or, in the alternative, demolished as unsafe or dangerous structure(s), and did duly publish and serve said Resolution in the manner provided by law; and

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

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

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

Parcel 1:
Dilapidated Structure, including any Accessory structures located at 315 N D ST, Arkansas City, Cowley County, Kansas, and legally described as, to-wit:

Lots 21 and 22, Block 29, Arkansas City, Cowley County, Kansas

Record Owner(s): Kay Lamarr Phenicie
315 N D ST
Arkansas City, KS 67005

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

Parcel 2:
Dilapidated Structure, including any Accessory structures located at 900 S 3rd ST, Arkansas City, Cowley County, Kansas, and legally described as, to-wit:

West 80 feet of Lots 1 and 2, Block 9, Gooch’s Addition, Arkansas City, Cowley County, Kansas.

Record Owner(s): Delbert D. & Lela M. Morgan Revocable Trust
4896 US HWY 166
Arkansas City, KS 67005

Record Lienholder(s): None Found
Parcel 3:
Dilapidated Structure, including any Accessory structures located at 310 E Madison Ave, Arkansas City, Cowley County, Kansas, and legally described as, to-wit:

South 10 feet of East 62 feet of Lot 10 and the East 62 feet of Lots 11, 12, 13, and 14, Block 48, Arkansas City, Cowley County, Kansas.

Record Owner(s): Herberto Ramos and Mindy Kate Ramos
1700 B ST NW
Miami, OK 74354-2770

Record Lienholder(s): Ark Valley Credit Union
1515 N Summit ST
Arkansas City, KS 67005
Cowley County Treasurer, Unpaid Taxes
311 E 9th Ave
Winfield, KS 67005

Parcel 4:
Dilapidated Structure, including any Accessory structures located at 611 N 7th ST, Arkansas City, Cowley County, Kansas, and legally described as, to-wit:

Lots 8, 9 and 10, Block 158, Original Townsite, Arkansas City, Cowley County, Kansas.

Record Owner(s): Charles Carter and Shirley Diane Carter
28270 41st RD
Arkansas City, KS 67005

Record Lienholder(s): Kansas Department of Revenue, Unpaid Taxes
Docking State Office Building
915 SW Harrison Street
Topeka, KS 66612-1588
Cowley County Treasurer, Unpaid Taxes
311 E 9th Ave
Winfield, KS 67156

Parcel 5:
Dilapidated Structure, including any Accessory Structures located at 306 N C ST, Arkansas City, Cowley County, Kansas, and legally described as, to-wit:

Lots 10 and 11, Block 29, Arkansas City, Cowley County, Kansas.

Record Owner(s): U.S Bank National Association
4220 Shawnee Mission PKWY
Fairway, KS 66205

Record Lienholder(s): None Found

Parcel 6:
Dilapidated Structure, including any Accessory structures located at 215 N B ST, Arkansas City, Cowley County, Kansas, and legally described as, to-wit:

Lot 22 and 23, Block 54, Arkansas City, Cowley County, Kansas.

Record Owner(s): Springleaf Financial Services, INC  
3815 SW Temple  
Salt Lake City, UT 84115

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

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

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

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

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on September 5, 2017.

__________________________________________
Duane L. Oestmann, Mayor

(Seal)
CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2017-09-____ of the City of Arkansas City, Kansas adopted by the governing body on September 5, 2017 as the same appears of record in my office.

DATED: __________________________.  

Lesley Shook, City Clerk
Item for City Commission Action
Section VII  Item 1

Meeting Date  9/5/2017  
Department/Division  Public Works / Environmental  
Staff Contact  Eric Broce

Title:
Consider a Resolution approving Layne Christensen Company, Wichita, to offset Well No. 5 and drill a new well to replace the existing well, for an amount not to exceed $145,074.00. (Voice Vote)

Description:
The existing Well No. 5 has deteriorated over time and has now become inoperable. Due to the condition of the well, complete decline in specific capacity, and lack of response to rehabilitation techniques, staff recommends proceeding with a new off-set well. In similar fashion to the last well project, the proposed well project would be broke into 2 primary phases.

Phase 1 would include contracting with Layne Christensen Company to provide test well services, drill and develop a new well.

Phase 2 of the well project would include completing the well house and appurtenances. Phase 2 would be a publically bid project, brought to the City Commission in the latter part of 2018.

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

Fiscal Impact:
Amount: $145,074.00
Fund: 16 (Water)  Department: 651 (Treatment)  Expense Code: 6212 (Payment to Contractors)

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

Approved for Agenda by:

City Manager
RESOLUTION NO. 2017-09

A RESOLUTION AUTHORIZING LAYNE CHRISTENSEN COMPANY, WICHITA, TO OFFSET WELL NO. 5 AND DRILL A NEW WELL TO REPLACE THE EXISTING WELL, FOR AN AMOUNT NOT TO EXCEED $145,074.00.

WHEREAS, the existing Well No. 5 has deteriorated over time and has now become inoperable; and

WHEREAS, due to the specified scope of the project, staff recommends awarding the project to Layne Christensen Company, Wichita.

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

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes Layne Christensen Company, Wichita, to offset Well No. 5 and drill a new well to replace the existing well, in an amount not to exceed $145,074.00.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on September 5, 2017.

(Seal)

Duane L. Oestmann, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM.

Tamara Niles, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2017-09-____ of the City of Arkansas City, Kansas adopted by the Governing Body on September 5, 2017 as the same appears of record in my office.

DATED: ____________________________

Lesley Shook, City Clerk
Memo

To: Eric Broce
From: Rod Philo

City Commission Update – Well No. 5 Offset.

Layne’s cost for Well # 8 Offset (Well #14) was $145,117, the original bid for $133,433 plus a change order for $11,684. The change order was to extend the casing to well finished floor level and grout between the 60"surface casing and 18" casing. These were required by KDHE.

Layne has agreed to offset Well #5 for the same cost. Layne’s updated bid is $145,074 which includes the casing extension.

I requested a bid for the same services as Layne’s from Premiere Pump & Well Service, Inc. Premiere Pump & Well Service submitted a partial bid due to losing their Geologist and Engineer support for the project. Premiere Drilling was not able to meet the bid requirements for obtaining permits, submitting specifications to the State of Kansas, designing well based on test drilling results and providing the City of Arkansas City with all permits, forms and reports at the completion of the project.

As of August 25, 2017 Well #5 has a blanked off screen and is inoperable.

Layne’s updated Proposal is attached to this memo.
July 14, 2017

City of Arkansas City
PO Box 778
Arkansas City, Kansas 67005
Attn: Mr. Rod Philo
RPhilo@ArkansasCityks.gov

Re: Pricing for New Water Supply Well – Well No. 5 Offset
REVISED to match WW#14 pricing as a repeat customer discount.

Layne Christensen Company is pleased to present the following proposal for a new water supply well and appurtenances. The following shall serve as clarification on what Layne will provide. Please review.

Phase I – Technical Services

Layne will provide technical services to obtain permits and submit specifications to the State of Kansas for drilling the new well. This requires communication with KDHE and the division of Water Resources before and after the project. Following completion of the project, a copy of permits, forms and reports will be submitted to the City of Arkansas City.

Phase II – Test Drilling Services

Layne Western has based this proposal on an estimated depth similar to your existing water supply wells in the area. Actual depth of this aquifer will be determined following completion of the test drilling services. We anticipate a total of one test hole / test well will be needed for this project.

Actual well design and construction will be based on test drilling results. Parameters including but not limited to well depth, diameter of bore hole, screen slot size and placement will be determined in an effort to provide the most efficient well for the existing geological conditions. An 8” test well will be installed to the top of the shale zone. Layne will supply a temporary submersible pump assembly to pump test and obtain water samples. Results will provide the necessary information needed for the final production well design and water samples will be analyzed to verify no contaminants are present. Layne has also allowed for abandonment of the test well upon completion of the project.

Phase III – Well Construction Services

In an effort to provide you with an estimated well cost prior to test drilling services and final well design, we have for the purposes of this proposal assumed the following design parameters:

Total Well Depth (TD) ................................................................. 42ft
20’ Surface Casing ................................................................. 60inches
Bore hole size ................................................................. 54inches
18” Stainless steel wire wrapped screen ........................................ 15ft
18” x .375 wall carbon steel casing .......................................................... 30ft
Select gravel pack .......................................................................................... 30tons
Annular Seal ..................................................................................................... 9cu yds.

Phase IV – Well Development & Testing

Well development and testing shall be performed upon completion of the well. Layne will install a temporary test pump and conduct a minimum 8hr calibrated pump test to provide the necessary data for permanent well pump sizing. Layne will also gather a representative water sample for submission to KDHE for final analysis. Costs for water analysis are to be paid directly by the City of Arkansas City and have not been included in our proposal.

Phase V – Pump Services

A new Layne water lubricated turbine pump assembly will be procured and installed into the new well. Final pump design will be based on the test pumping described above, for the purposes of this proposal we have assumed the following:

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

Costs

Phase I – Technical Services
Provide Project oversight for new well permits, specifications, forms, and reports.
1(LS) .............................................................................................................. $9,246.

Phase II – Test Drilling Services
Test Drilling Services Including; mobilization & demobilization
1(LS) .............................................................................................................. $14,860.

Phase III – Well Construction Services
Production Well Drilling Services.
(1)LS ............................................................................................................. $62,045.

WATER RESOURCES
1011 W Harry Street, Wichita, KS 67213  Office: 316.264.5365  Fax: 316.264.1274  layne.com
Casing Extension
(1)LS ................................................................. $11,684.
Existing Well Abandonment.
(1)LS ................................................................. $5,086.

Phase IV – Well Development & Testing
Well Development & Pump Testing.
1(LS) ................................................................. $13,526.

Phase V – Pump Services
Pump Assembly prep, mob/demob, and installation.
1(LS) ................................................................. $28,627.

Total Budgeted Costs ........................................... $145,074.

Qualifications / Exclusions
- Pump house construction is assumed to be by others.
- Site work and utility extensions are by others.
- 11ft Casing extension has been included. 60” Surface Casing, 18” Well casing and grout seal is included. All other pad, fill and building construction is by others.
- Discharge piping beyond the discharge head flange by others.
- Electrical service and equipment is assumed to be by others, Layne to provide VHS motor only.
- Concrete other than well grout and surface casing extension is by others.
- Sales tax has not been included, an exemption certificate will need to be provided prior to start of work.
- Access for truck mounted equipment is assumed, gravel pads or roadways have not been included.
- Discharge of all fluids is assumed to be onsite, costs for capture or haul off is not included.

Thank you for consideration of Layne products and services. Feel free to contact us with further questions or clarifications. It is a pleasure to be of service to the City of Arkansas City.

Respectfully,

Chad Iseman
Project Manager
Layne Christensen Company
chad.iseman@layne.com
Item for City Commission Action
Section VII Item 2

Meeting Date: 9/5/2017
Department/Division: City Manager
Staff Contacts: Nick Hernandez / Andrew Lawson

Title:

Consider a Resolution creating the Community Spirit Award Committee and authorizing it to designate recipients of the Joe B. Avery Community Spirit Award. (Voice Vote)

Description:

Joe B. Avery, a former member of the Arkansas City Human Relations Commission, passed away in 2008 and an award later was created in his honor, called the Joe B. Avery Community Spirit Award.

This award has been bestowed upon an Arkansas City resident who displays the values of community spirit and diversity, as selected by the Human Relations Commission, each year in the past decade through 2016.

However, the City Commission voted unanimously on June 7, 2016, to combine the Human Relations Commission and the Accessibility Advisory Board, creating the Equal Opportunity and Accessibility Advisory Board.

Since then, the members of this new Board have determined that they no longer wish to be responsible for evaluating and designating recipients of the Joe B. Avery Award as part of the new Board’s mission.

Board members suggested, however, creating a new committee, patterned after the Outstanding Young Student Award Committee, whose main focus would be giving out the Joe B. Avery Award each year.

This committee would have between five (5) and seven (7) members and meet at least once per year.

In the meantime, the recent acquisition of CornerBank by RCB Bank has led to the discontinuation of the Community Cornerstone Award, which was bestowed on a quarterly to bimonthly basis by a committee of citizens who were prior recipients of the award.

Several former members of the Community Cornerstone Award committee have indicated a willingness to serve as members of the proposed new committee that would designate Joe B. Avery Community Spirit Award recipients. They also are interested in possibly creating other citizen awards in the future.

If this Resolution is approved, applicants for the new Community Spirit Award Committee would be presented to the City Commission at its September 19 meeting for possible appointment. The goal would be for the new committee to meet sometime in the next month to decide on the 2017 recipient of the Joe B. Avery Community Spirit Award, to maintain the award’s continuity from prior years.

Starting in 2018, the Committee could evaluate creating a new award to replace the Cornerstone Award.
**Commission Options:**

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

**Fiscal Impact:**

Amount: None

Fund:    Department:    Expense Code:

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

**Approved for Agenda by:**

[Signature]

City Manager
RESOLUTION NO. 2017-09-____

A RESOLUTION CREATING THE COMMUNITY SPIRIT AWARD COMMITTEE AND AUTHORIZING SAID COMMITTEE TO DESIGNATE RECIPIENTS OF THE JOE B. AVERY COMMUNITY SPIRIT AWARD.

WHEREAS, Joe B. Avery, a former member of the Human Relations Commission of Arkansas City, passed away in 2008 and an award was created in his honor, the Joe B. Avery Community Spirit Award; and

WHEREAS, this Award has been bestowed upon an Arkansas City resident who displays the values of community spirit and diversity, as selected by the Human Relations Commission, each year in the past decade through 2016; and

WHEREAS, the Governing Body of the City of Arkansas City, Kansas, voted unanimously on June 7, 2016, to combine the Human Relations Commission and the Accessibility Advisory Board, creating the Equal Opportunity and Accessibility Advisory Board; and

WHEREAS, the members of this new Board since have determined that they no longer wish to be responsible for evaluating and designating recipients of the Joe B. Avery Community Spirit Award; and

WHEREAS, the recent acquisition of CornerBank by RCB Bank has led to the discontinuation of the Community Cornerstone Award, which was bestowed on a quarterly to bimonthly basis by a committee of citizens who were prior recipients of the award; and

WHEREAS, former members of the Community Cornerstone Award committee have indicated a willingness to serve as members of a new committee of the City of Arkansas City, Kansas, that would designate Joe B. Avery Community Spirit Award recipients and possibly create other citizen awards.

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 creates the Community Spirit Award Committee, and authorizes said Committee to evaluate Arkansas City citizens’ nominations of potential recipients of the Joe B. Avery Community Spirit Award and select an annual recipient of such.

SECTION TWO: The Governing Body further empowers said Committee to make recommendations for a new quarterly to bimonthly award to replace the Community Cornerstone Award, with such awards to begin no sooner than in 2018. Committee members shall serve staggered terms of three years each.

SECTION THREE: The Governing Body of the City of Arkansas City, Kansas, hereby directs that the Community Spirit Award Committee shall meet no less than once per year in the Commission Room at City Hall or some other suitable location, and at other times as directed or otherwise needed.

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

SECTION FIVE: 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 September 20, 2017.

(Seal)                                                                                         Duane L. Oestmann, Mayor

ATTEST:

__________________________________
Lesley Shook, City Clerk

APPROVED AS TO FORM:

__________________________________
Tamara L. Niles, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2017-09-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on September 5, 2017, as the same appears of record in my office.

DATED: _________________________.

__________________________________
Lesley Shook, City Clerk
Notice of Interim Study

August 16, 2017

Nick Hernandez
City Manager, Arkansas City
118 W Central Ave
Arkansas City, KS 67005

RE: Interim Studies 17-107 and 17-081

To City Manager Hernandez:

On the 6th of September at 9 AM in the Oklahoma House of Representatives, an interim study will be held to review options for expansion of passenger rail and transit services in the state of Oklahoma, to include continuation of the Heartland Flyer line from Oklahoma City to Newton, Kansas.

We welcome your attendance and input at this study. Mayor Mick Cornett and OKC Chamber President Roy Williams will open this hearing to explain the benefits of passenger rail and transit expansion to commerce and tourism in the state of Oklahoma.

We hope that your schedule permits attendance at this important study. Please contact the Capitol office with additional questions and information requests at (405) 557-7391 or email Legislative Assistant Jacklyn at jacklyn.brink-rosen@okhouse.gov. Agenda to follow.

Sincerely,

Rep. Monroe Nichols
District 72

Rep. Forrest Bennett
District 92
Dear CFAP Cooperator:

This letter is to inform you of changes to the paperwork and reporting requirements for cooperators enrolled in the Lease Program as part of the Community Fisheries Assistance Program.

A blank copy of the new contract paperwork has been included for your reference. To meet new federal assistance requirements, new language needed to be added to identify the relationship of all parties involved and new federal regulations pertaining to this program. The language did not change or add any responsibilities for either the cooperator or department.

The new contract incorporates the "waived costs" amendment from previous paperwork, which was previously a separate document. This identifies the cooperator's responsibility to maintain the fisheries at or above the value at the time of the contract being fully executed. In addition, the department is only requiring TWO operational and maintenance expense reports per year from the cooperator due by the dates listed. This replaces the FOUR quarterly reports. An updated CFAP-1 form will be used to record the expenses in the appropriate category. The expense report must also include a written description of the work performed and expenses. There is no standard form or template and can be submitted in a Word document (or similar) as a bullet list or in paragraph form.

This new contract when fully executed will be effective January 1, 2018. The expiration date of the contract can remain the same as the previous contract or cooperators can work with their district biologist to sign up for a new term. Due to budget limitations, there will be no increase in lease payments for calendar year 2018. Should an increase occur in future years, all cooperators under contract will be eligible to receive the increase.

Your current contract will be terminated or allowed to expire if applicable on December 31, 2017. Please note, it is the department's intention to continue the partnership in CFAP and not to terminate your enrollment in the program.

At your discretion, an authorized official may fill in the provided contract paperwork with the appropriate information and return to your local district fisheries biologist. Please contact him or me if you have any questions or concerns. Contact information is available in the included manual.

Thank you for your participation in the program.

Sincerely,

David Breth – CFAP Coordinator
Email: david.breth@ks.gov  Phone: 620-672-5911  Fax: 620-672-2972
COOPERATOR FISHING ACCESS AGREEMENT: THE KANSAS DEPARTMENT OF WILDLIFE, PARKS AND TOURISM COMMUNITY FISHERIES ASSISTANCE PROGRAM

This Contract is between the Kansas Department of Wildlife, Parks and Tourism, hereinafter called the Department, and

Cooperator

City

Mailing Address

Telephone Number

Fax Number

Contact Person

Cooperator's Mailing Address

City

State Zip Code

hereinafter called the Cooperator.

Legal description(s) of land open for public fishing access:

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Lease Calculation Criteria: At Department staff discretion, the following criteria will determine the lease amount.

- Minimum base price of $1,030.00/cooperator
- $10/surface acre
- $5/surface if motor boat angling is allowed
- $5/surface acre if >75% of the fishable shoreline is publicly accessible
- $5/acre if a heated fishing dock is operational
- $5/acre for minimum quality fisheries
- $5/acre if fish feeding program is established
- $5/acre if Family Friendly Facility criteria is met
- $5/acre if an approved Fish Habitat Improvement Program is in Place
- OR if annual fisheries revenue is greater than calculated value:
  - Payment will equal annual revenue for urban waters
  - A maximum of $5,000 total on non-urban waters up to 75 acres
  - No more than $75/acre for waters over 75 acres but less than 150 acres
  - Waters equal to or greater than 150 acres, the lease amount will be negotiated

Water contracted areas, as shown in legal descriptions above, are specifically included in the provisions of this Contract. Mark Box □ if additional complete legal descriptions are attached, consisting of _____ page(s), which is hereby incorporated by reference, each of which have been initialed by the Cooperator. This agreement represents a pass-through of federal funds and is not a research and development project.

1. The Cooperator agrees to allow public fishing access on the above described tracts of water for _____ years, beginning January 1, 2017 and ending December 31, _____.

2. The Department agrees to pay the Cooperator an annual sum of $____, to be paid in two installments, with the first installment of 75% of total amount to be paid as set forth below and the last installment of the remaining 25% to be paid no earlier than October 1.
3. On the Contracted areas the Cooperator agrees:
   (a) that the public shall have unrestricted access to said waters for the purpose of fishing;
   (b) That if motorized boating access is allowed by the Cooperator, it shall be limited to access points designated by the Cooperator and there will be no horsepower restrictions. Cooperator may restrict speed of boaters. Allowance of designated boat access through this Contract shall not be interpreted to require the Department to construct, install, or maintain any boating access facility;
   (c) not to stock fish without prior written approval from the Department;
   (d) that if the area is closed for a specific activity for more than 5 days in a calendar year, there will be a prorated payment reduction.

4. On the Contracted land, the Department agrees:
   (a) to notify the public of the exact location of the said areas (
   (b) to provide payment for access upon satisfactory completion of this Contract pursuant to Paragraph 2 above;

5. Should the legislature fail to provide sufficient funds, as determined by the Secretary of the Department, the Department may terminate the Contract. In the event of such a termination, written notice and proration provisions of Paragraph 8 shall apply.

6. Inadequate habitat conditions or restriction of public access to said land by the Cooperator during the Contract period may terminate, at the Department’s election, all or a portion of this Contract.

7. Change in ownership of the Contracted land may terminate this Contract upon date of closing, provided the Cooperator advises the Department, in writing at least thirty (30) days in advance of the effective date of such change in ownership. Any prepaid contract payments unearned as a result of the change of ownership will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the change of ownership.

8. This Contract can be terminated at any time by either party upon thirty (30) days written notice. If this Contract is terminated for any reason, any prepaid contract payments deemed by the Department as unearned as a result of a termination will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the effective date of such termination.

9. This Contract may be amended at anytime upon written agreement by the Cooperator and the Department.

10. Failure of the Cooperator to comply with these Contract terms may, at the Department's election, be cause for Contract termination; such termination shall be in accordance with the notice and proration provisions of Paragraph 8 above.

11. The Cooperator attests by signature below that said Cooperator holds the right to grant access to the above shown land for the purpose of allowing public fishing.

12. The Cooperator understands the land will be periodically inspected by Department personnel for the purposes of monitoring anglers' conduct and to otherwise enforce all applicable laws of the state (for this latter purpose the Contracted area shall be deemed to be Department controlled land)

13. This writing and its attachments shall constitute the entire agreement between the parties. This Contract shall not be binding upon the Department until executed by the Assistant Secretary for Operations of the Department. The execution by the District Fisheries Biologist is intended to establish the local contact, who procured this Contract, and to whom questions or concerns or any other notices provided hereunder should be directed.

14. This Contract intended to be a license to give access to the Department and public and shall not be deemed a lease or any other instrument that would grant the Department a real property interest in, or title to, the Cooperator’s property. The Cooperator, as a property owner, may assert immunity pursuant to K.S.A. 58-3201, et seq., for events arising from the access permitted by this Contract.
15. Cooperator agrees not to charge additional fees to anglers fishing from the shoreline or from a boat.

16. Cooperator agrees to document $\frac{\text{\{}\text{\}}}{\text{\{}\text{\}}}$ of operations and maintenance expenditures. If Cooperator documents operations and maintenance expenditures of more than $\frac{\text{\{}\text{\}}}{\text{\{}\text{\}}}$, extra consideration will be given for prioritization of the Department's capital improvement grants.

17. Documentation of operations and maintenance expenditures, as identified in Appendix 1, must be submitted on Department Form CFAP-1, which shall be made available by the Department upon request, and signed by the Cooperator, or an authorized representative. The CFAP-1 form covering expenditures from January 1 to August 31 must be received by the Department no later than October 1 annually. The CFAP-1 form covering expenditures from September 1 to December 31 must be received by the Department no later than January 31 annually. In addition, the Cooperator must provide a written explanation of the expenditures submitted with each CFAP-1 form. Failure to submit reports may result in forfeiture of future lease payments and/or termination of this Contract.

18. This contract is funded in part under the CFR 15.605 U.S. Sportfish Restoration Act. The Cooperator, by signing, agrees to comply with all applicable state, federal, and local laws, regulations, ordinances, guidelines, and requirements pertaining to this program.


20. Cooperator agrees that the Department, or its duly authorized representative, and governmental auditors shall have access for audit purposes to any and all books, documents, papers, and records that are pertinent to this Contract at any reasonable time during the Contract and retention period. Cooperator shall maintain financial records, supporting documents, and other records pertaining to all costs and expenditures incurred under this Contract for a period of three years following submission of the final expenditure report submitted in keeping with OMB A-133 and 43 CFR. If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records shall be retained until all litigation, claims, or audit findings have been resolved.

21. The Cooperator acknowledges and certifies that Cooperator is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency.

22. The provisions found in Contractual Provisions Attachment (for DA-146a), identified as Attachment 1, are hereby incorporated in this Contract.

23. The provisions found in the Office of Management and budget Standard Form 424b, “Assurances – Non-Construction Programs, identified as Attachment 2, are hereby incorporated into this Agreement.

24. The provisions of the DI-2010 form and the Standard Form LLL, "Disclosure of Lobbying Activities," shall be incorporated into this Contract and identified as Attachment 3.

25. Information concerning the Agreement shall be made available, upon request to any member of the public, unless otherwise excluded under the Kansas Open Records Act, K.S.A. 45-215, et seq.

26. This Contract shall supersede and replace any previous agreement entered into between the Department and the Cooperator.

Cooperator's Signature

Date

District Fisheries Biologist

Date

Assistant Secretary for Operations

Date
State of Kansas
Department of Administration
DA-146a

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. 06-12), 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 1st day of January, 2017.

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 the termination to contractor at least 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 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 this 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 to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (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) if it is determined that the contractor has violated applicable provisions of ADA, 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.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

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.
ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE:

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM’s Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of handicap; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-252), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§240 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).


14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (T VPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

APPLICANT ORGANIZATION

DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back
Disclosure of Lobbying Activities
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
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<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial filing</td>
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<td>b. grant</td>
<td>____</td>
<td>____ b. material change</td>
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<tr>
<td>c. cooperative agreement</td>
<td>b. initial award</td>
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<td>d. loan</td>
<td>c. post-award</td>
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<td>e. loan guarantee</td>
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<td>f. loan insurance</td>
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<tr>
<th>4. Name and Address of Reporting Entity:</th>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
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<tr>
<td>____ Prime ____ Subawardee</td>
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<tr>
<td>Tier _____, if known:</td>
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<tr>
<td>Congressional District, if known:</td>
<td>Congressional District, if known:</td>
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<th>6. Federal Department/Agency:</th>
<th>7. Federal Program Name/Description:</th>
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<tr>
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<td>CFDA Number, if applicable:</td>
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<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known:</th>
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<tr>
<th>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</th>
<th>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</th>
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<tr>
<th>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.</th>
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<tr>
<th>Signature:</th>
<th>Print Name:</th>
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Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

   (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503
**CFAP PROGRAM QUARTERLY REPORT**

**SEND REPORT TO:**

KDWPT FISHERIES SECTION
Attn: David Breth, CFAP Coordinator
512 SE 25th Ave Pratt, KS 67124
FAX: (620) 672-2972  david.breth@ks.gov

---

<table>
<thead>
<tr>
<th>COOPERATOR NAME</th>
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<th>CITY ST ZIP</th>
<th>REPORT PERIOD START DATE:</th>
<th>REPORT PERIOD END DATE:</th>
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<tr>
<td>Feeders and Feed for Fish</td>
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<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Habitat for Fish</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Access Trails, Bridges and Roads</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Motorboat Access</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Restrooms, Piers, Fish Cleaning Stations</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Information and Signage</td>
<td>$</td>
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<td>$</td>
</tr>
<tr>
<td>Shoreline Trash Pick Up</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Program Administration</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Utilities</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Winter Fishing Opportunity</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Other</td>
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<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
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</table>

As a duly authorized representative I hereby certify by signature that all costs are within the terms of the agreement and within State, Federal Regulation. In addition that operation and maintenance activities are in compliance with KDWPT guidance.

Authorized Representative Signature ______________________ Date __________

YOU MAY CONTACT DAVID BRETH IN THE KDWPT FISHERIES SECTION AT 620-672-5911 FOR ASSISTANCE

| 1st Report - January 1 to August 31. | 1st Report Total | $ | - |
| DUE October 1 | |
| Final Report - September 1 to December 31 | Final Report Total | $ | - |
| DUE December 31 | |

**Hard Costs** - expenses for costs where actual money changes hands. Include employee and staff salaries, purchase of materials, contract labor and costs, and equipment rental in this column.

**In-Kind** - expenses for the use of equipment you already own. Also includes any donated materials or donated use of equipment.

**Volunteer** - includes time and effort donated for any of the below listed operation and maintenance activities, at the local rate of hire for the work performed. Please complete the volunteer activity form for all hours worked and keep that form for your records.

**Feeders and Feed for Fish** - includes operation and maintenance of fish feeders and the purchase of fish feed.

**Habitat for Fish** - includes equipment and supplies for activities which improve habitat for fish, such as brush piles and other structure as well as shoreline stabilization.

**Access Trails, Bridges and Roads** - includes mowing and weed-eating within 50 feet of the shoreline. Also includes the maintenance of existing trails and bridges which provide anglers access to fishing spots. If roads provide access for activities other than fishing, a percentage of those costs may be eligible.

**Motorboat Access** - includes operation and maintenance of existing boat ramps and boat docks.

**Restrooms, Piers, Fish Cleaning Stations** - includes operation and maintenance of restrooms, fishing piers, & fish cleaning stations.

**Information and Signage** - includes activities which provide anglers with informational signs, brochures, maps and othermisc. fishing information at your lake(s).

**Shoreline Trash Pick-up** - includes time and materials to remove trash within 50 feet of the shoreline.

**Program Administration** - includes office supplies and salaries for time and materials spent on program administration, such as completing and submitting this form.

**Utilities** - includes water, gas and electric costs to operate and maintain restrooms, security lighting, and heated docks.

**Other** - include costs where no appropriate category exists above. Please call to determine eligibility of costs before reporting in this category.
Appendix I

Listing of eligible operations & maintenance activities

Fish feeders and feed  
Mowing fishing access areas  
Buoys for fish attractors  
Fishing access trails  
Fishing access bridges  
Restrooms for anglers  
Boat ramps  
Fish cleaning stations  
Fishing piers  
Shoreline stabilization  
Local Government approved Indirect Cost Rate  

Fish habitat improvement  
Boat docks  
Signs  
Water level management  
Public information  
Shoreline trash pick-up

These expenses are for operations and maintenance activities only. Development projects are not eligible. Cooperators must use Department form CFAP-1 which must be signed by an authorized representative.
Item for City Commission Action
Section IX Item 1

**Meeting Date**
9/5/2017

**Department/Division**
City Manager

**Staff Contacts**
Lesley Shook / Andrew Lawson

**Title:**
City Advisory Board Reports

**Description:**
The following approved board minutes are included in this packet:

- July 17 — Northwest Community Center Advisory Board

**Commission Options:**
1. No action needed.

**Fiscal Impact:**
Amount: N/A

- Fund:
- Department:
- Expense Code:

- [ ] Included in budget
- [ ] Grant
- [ ] Bonds
- [ ] Other (explain)

**Approved for Agenda by:**

[Signature]
City Manager
NORTHWEST COMMUNITY CENTER ADVISORY BOARD MINUTES FOR MONDAY JULY 17TH, 2017.

Board Members Present: Jackie Barnett, Ruben Garcia, Gary Hale, and Tyler Henderson. Cindy Bennett Director was also present.

Minutes for June were accepted as written by Jackie Barnett and Gary Hale.

Cindy talked about:

1. The board members that were coming on Thursdays to help. Board members are making suggestions on different activities that we could do on Thursday evenings. Jackie Barnett, Gary Hale, and Tyler Henderson were present to help keep the event running smoothly. Ruben was still feeling under the weather after his fall.

2. The building is full of kids coming everyday to play and keep cool. Most stay all day with the exception of some going home for lunch.

The Board:

1. Want to help in planning events for the Thursday night Outreach program.
2. Tyler Henderson brought up being in charge of the ping pong table one Thursday evening.
3. Jackie agreed to be in charge of our first movie night.
4. Gary Hale volunteered to Call Bingo and get some prizes such as passes for both swimming pools here in Ark City or candy donation.

NEXT MEETING MONDAY AUGUST 21ST, 2017

Meeting adjourned.