



# City Commission Meeting

March 18, 2025 at 5:30 PM

118 W Central Ave, Arkansas City, KS

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



## I. Routine Business

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

## II. Awards and Proclamations

1. Proclaim April 22, 2025, as Earth Day and April 25, 2025, as Arbor Day in Arkansas City.
2. Proclaim April 2025 as Fair Housing Month in Arkansas City.

## 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 March 4, 2025, regular meeting minutes as written.

## IV. New Business

### City Manager Department

1. Select a Grant Administrator to oversee administrative and inspection services for the CDBG Housing Rehabilitation Program. **(Voice Vote)**
2. Consider approval of city insurance coverage for property, liability, vehicles, and equipment. **(Voice Vote)**

### Environmental Services Department

1. A Resolution authorizing the City of Arkansas City to accept a bid submitted by Ingersoll Rand, to purchase and install a new air compressor at the Water Treatment Facility, for an amount not to exceed \$18,022.41, excluding shipping. **(Voice Vote)**
2. A Resolution authorizing the City of Arkansas City accept a bid submitted by Mountainland Supply Company, to purchase fire hydrants and valves, for an amount not to exceed \$17,490.00, excluding shipping. **(Voice Vote)**
3. A Resolution authorizing the City of Arkansas City to purchase replacement conductivity and pH probes from Hach, for an amount not to exceed \$10,324.00, excluding shipping. **(Voice Vote)**

4. A Resolution authorizing the City of Arkansas City to accept a bid provided by FTC Equipment LLC., for the purchase and installation pumps and materials to replace Raw Wet Well Pump #4, for an amount not to exceed \$59,082.32, excluding shipping. **(Voice Vote)**

Public Services Department

1. A Resolution authorizing the City of Arkansas City to accept a bid submitted by Mid American Signal, Inc., for the traffic system at the Kansas and Summit St. intersection, for an amount not to exceed \$29,363.00. **(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. Financial Summary**

1. February 2025 Financial Summary

**IX. Adjournment**



# Proclamation

**WHEREAS**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day should be set aside for the planting of trees; and

**WHEREAS**, this holiday, **Arbor Day**, first was observed with the planting of more than a million trees in Nebraska, and it now is observed throughout the nation and the world on the **final Friday in April**; and

**WHEREAS**, trees can reduce the erosion of our topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

**WHEREAS**, trees in our City increase property values, enhance the economic vitality of business areas, beautify our community, and are a source of joy and spiritual renewal; and

**WHEREAS**, Arkansas City has been recognized as a Tree City USA by the National Arbor Day Foundation for the **31<sup>st</sup> year** in a row and so desires to continue its tree-planting ways; and

**WHEREAS**, first celebrated 53 years ago in 1970, **Earth Day** is an annual event celebrated around the world on **April 22** to demonstrate support for environmental protection and it now includes events coordinated globally by the Earth Day Network in more than 193 countries; and

**NOW, THEREFORE**, the Mayor of the City of Arkansas City, Kansas, does hereby proclaim that **Tuesday, April 22, 2025**, is

## EARTH DAY

in the City of Arkansas City, Kansas, and furthermore does also hereby proclaim that **Friday, April 25, 2025**, is

## ARBOR DAY

in the City of Arkansas City, Kansas, and urge all citizens to support efforts to care for our trees and woodlands and to support our city's community forestry program, to plant trees to gladden the hearts and promote the well-being of present and future generations.

*In witness thereof I have hereunto set my hand and caused this seal to be affixed:*

\_\_\_\_\_  
Name/Title: Chad Beeson, Mayor  
Date: March 18, 2025



# Proclamation

**WHEREAS**, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land now would guarantee the rights of equal housing opportunity; and

**WHEREAS**, the City of Arkansas City, Kansas, is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and

**WHEREAS**, these Fair Housing groups and the U.S. Department of Housing and Urban Development have, through the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved, upon investigation, to be violations of the fair housing laws; and

**WHEREAS**, equal housing opportunity is a condition of life in our City that can and should be achieved.

**NOW, THEREFORE**, the Mayor of the City of Arkansas City, Kansas, does hereby proclaim the month of **April 2025** as

## FAIR HOUSING MONTH

in Arkansas City and express the hope that this year’s observance will promote fair housing practices throughout the City, Cowley County, Kansas, and the United States of America.

*In witness thereof I have hereunto set my hand and caused this seal to be affixed:*

\_\_\_\_\_  
*Name/Title: Chad Beeson, Mayor  
Date: March 18, 2025*



# City Commission Agenda Item

**Meeting Date:** March 18, 2025  
**From:** Tiffany Parsons, City Clerk  
**Item:** Approve March 4, 2025, Regular Meeting Minutes

**Motion:** Approve the March 4, 2025, regular meeting minutes as written.

**Background:**

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

**Commission Options:**

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

**Approved for Agenda by:**

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

Randy Frazer, City Manager



Tuesday, March 4, 2025  
 Regular Meeting Minutes  
 118 W Central Ave, Arkansas City, KS

### Routine Business

1. Opening Prayer and Pledge of Allegiance led by Principal Planner Josh White.
2. Roll Call

#### **PRESENT**

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

**Also present from staff:** City Attorney Larry Schwartz, City Manager Randy Frazer, City Clerk Tiffany Parsons, Communication Director Shana Adkisson, Environmental Services Superintendent Kyle Blubaugh, Human Resources Director Marla McFarland, and Principal Planner Josh White.

3. There was one addition and no deletions to the agenda.

#### **Addition:**

- **Awards and Proclamations, Item No. 1.** Proclaim March 23, 2025, as Bill Docking Day in Arkansas City, KS.

*Motion made by Commissioner Spielman, Seconded by Commissioner Warren to approve the addition to the agenda.*

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

4. Approval of the Agenda.

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

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

### Awards and Proclamations

1. **Proclaim March 23, 2025, as Bill Docking Day in Arkansas City, KS.**

Mayor Beeson proclaimed March 23, 2025, as Bill Docking Day in Arkansas City, presenting the official proclamation to Eric Kurtz, President and CEO of Union State Bank, alongside several employees, friends and family of Mr. William (Bill) Docking. Docking recently retired February 4, 2025, with Union State Bank concluding a distinguished career in which served as CEO from 1983 to 2014, later continuing as Chairman and Chairman Emeritus of the Board. He also led Docking Bancshares, Inc., the bank's holding company. His civic engagement and professional achievements have positively impacted the Arkansas City Community and Union State Bank alike. March 23<sup>rd</sup> holds a special significance, as it is Bill Docking's birthday.

## Recognition of Visitors and Staff

1. Recognize Human Resources Director, Marla McFarland, as a 2025 HR Professionals Award recipient by *The Wichita Business Journal*.

City Manager Frazer reported that on February 13, 2025, *The Wichita Business Journal* hosted a luncheon at Equity Bank Park to recognize the 2025 HR Professionals Awards honorees. This award highlights outstanding HR leaders who have demonstrated excellence in managing workforce strategies, employee relations, and organizational development. Marla McFarland's leadership and dedication to the HR field have earned her a well-deserved place among this year's honorees.

### 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 a discussion is desired, any item may be removed from the Consent Agenda and then considered separately under Section VI: New Business.

1. Approve the February 18, 2025, regular meeting minutes as written.
2. Approve a new Cereal Malt Beverage (CMB) License for Burger Junkie, located at 611 W. Madison St.
3. Ratify Mayor Chad Beeson's re-appointment of Kevyn Ternes to the Outstanding Student Award Committee.

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

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

### New Business

City Clerk Parsons offered the following items for consideration:

#### City Manager Department

1. An Ordinance adopting the budgeted pay plan to become effective March 8, 2025.

Human Resources Director McFarland and Environmental Services Superintendent Kyle Blubaugh presented the item for consideration, specifically pointing out that the purpose of this request is for restructuring the Water Distribution & Collections Division of the Environmental Services Department. To effectively meet this need and assign distinct responsibilities to either distribution or collections, the roles of Distribution and Collections Maintenance workers have been redefined. As a result, separate job titles will be established: Collections Maintenance Worker and Distribution Maintenance Worker. No other changes were made to the pay plan.

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

*Roll Call Voting Aye: Commissioner Beeson, Commissioner Stover, Commissioner Spielman, Commissioner Tweedy III, and Mayor Warren. Mayor Warren declared the motion approved; given **Ordinance No. 2025-02-4632**.*

2. A Resolution authorizing the City of Arkansas City to transfer property located at 426 S. Summit Street to the Arkansas City Land Bank.

Principal Planner Josh White specified that the Neighborhood Services Division had been working with a dangerous structure located at 426 S. Summit Street where the property owner agreed to transfer to the City in

lieu of future enforcing action, that deed has been carried out. Staff have since reviewed and determined that moving the property into the City Land Bank will help support the tax-exempt status and make the property more publicly available for purchase. Once the property is in the land bank, staff can work with potential developers to either fix up the property or demolish it. The property has been secured by city crews and the police department will monitor it for any potential criminal activity. If staff are unable to find a suitable developer within a reasonable time, the City will demolish the structure and the vacant lot will remain in the Land Bank for future development.

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

*Voice Voting Aye: Commissioner Spielman, Commissioner Stover, Commissioner Tweedy III, Commissioner Warren, and Mayor Beeson. Mayor Beeson declared the motion approved, given **Resolution No. 2025-03-3688.***

- 3. Resolution authorizing the City of Arkansas City enter into an Independent Contractor Service Agreement, Addendum No. 3, with N.M. Iverson, Jr. for Municipal Court Judge services.

City Manager Frazer highlighted that this item is the same written agreement that has previously entered into but includes a three-year long term as opposed to the prior one-year term as seen in Addendum No. 2, which is the same case for Judge Rod Iverson’s agreement.

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

*Voice Voting Aye: Commissioner Spielman, Commissioner Stover, Commissioner Tweedy III, and Mayor Beeson. Abstained: Commissioner Warren. Mayor Beeson declared the motion approved, given **Resolution No. 2025-03-3689.***

- 4. A Resolution authorizing the City of Arkansas City to enter into an Independent Contractor Service Agreement Addendum No. 3 with E. Rodney Iverson, for Municipal Court Judge services.

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

*Voice Voting Aye: Commissioner Spielman, Commissioner Stover, Commissioner Tweedy III, and Mayor Beeson. Abstained: Commissioner Warren. Mayor Beeson declared the motion approved, given **Resolution No. 2025-03-3690.***

**Environmental Services Department**

- 1. A Resolution authorizing the City of Arkansas City to accept a bid submitted by White Star Machinery & Supply, to purchase a new Bobcat Mini Excavator, for an amount not to exceed \$62,346.00.

Environmental Services Superintendent Kyle Blubaugh noted that the addition of the new Bobcat Mini Excavator will be added to the fleet by upgrading current equipment that will remain in use by the department.

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

*Voice Voting Aye: Commissioner Beeson, Commissioner Stover, Commissioner Spielman, Commissioner Tweedy III, and Mayor Warren. Mayor Warren declared the motion approved; given **Resolution No. 2025-02-3691.***

**City Manager Updates & Reminders**

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

- 1. Outstanding Student Awards reception is April 8<sup>th</sup> at 6:00 p.m. in the Cowley College Wirght Room, and the banquet is April 21<sup>st</sup> at 6:30 p.m. in the Cowley College Brown Center.
- 2. WSU Public Policy & Management Center is hosting *13 Ways to Kill Your Community* (author Doug Griffiths, 2016) workshop over six sessions all at noon beginning April 10<sup>th</sup>, complementary to LGN (Local



Government Network) members. A Special Work Session will be set for Thursday, April 10<sup>th</sup> 12-1:00 at City Hall for the commission to attend together.

3. City Leaders Academy LKM Advanced Program Event is April 11-12th in Lawrence, Kansas. Registration deadline March 10<sup>th</sup>.
4. Land and Water Conservation Fund (LWCF) grant application update for the Wilson Park Pickleball Court Project, the award announcement has been delayed to late summer in terms of funding decisions.
5. Senate Bill 117 - Strother Field Taxation issues have passed the Senate; the House Tax committee hearing is March 6th 3:30 p.m. City Manager Frazer and Winfield City Manager Wall to testify.
6. Auditors were here on April 20th all went well, and staff were able to produce what was requested for review.
7. March 3<sup>rd</sup>, staff met with PEC in Wichita to discuss upcoming grant opportunities. Taking high level look at 8th St. An estimated budget was put together with PEC. Water system projects and the master plan were also assessed.
8. March 4<sup>th</sup>, staff attended the pre-construction meeting on Well 15. Drilling complete next step is to build platform and get well set up. Needs up and running enough by May for required State testing samples.
9. The City is working with Kuhn Mechanical on the emergency sewer line repair under RR tracks and sewer line replacement overall. They will have information in to coming week Working on permits.
10. March 7<sup>th</sup> is the Crossroads Construction meeting for budget review on the fire station renovation.
11. City received three bids on leases for the bob cat RFP for bids from local banks. RCB to be awarded the leases coming in with the lowest interest rate at 4.63.
12. Signatures obtained for the sales agreement on the east pressure zone water tower property location Friday. City staff are working with PEC to get engineering and surveying started for this project.
13. Environmental Services Report update handed out to commissioners.
14. 2026 Budget Calendar was handed out to the commission. Focusing their attention on special budget work sessions to be held May 30<sup>th</sup>, June 6<sup>th</sup> and July 11<sup>th</sup>. July 15<sup>th</sup> marks the deadline for commission meeting to approve notice of RNR status to county and set dates for RNR and budget hearing.

### **Items for Discussion by City Commissioners**

Nothing was reported at this time.

### **Comments from the Audience for Items not on the Agenda**

No one present wished to speak.

### **Adjournment**

*Motion made by Commissioner Warren, seconded by Commissioner Spielman to adjourn the meeting.*

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

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

(Seal)

\_\_\_\_\_  
Chad D. Beeson, Mayor

**ATTEST:**

\_\_\_\_\_  
Tiffany Parsons, City Clerk

**Prepared by:**

\_\_\_\_\_  
Tiffany Parsons, City Clerk

DRAFT



# City Commission Agenda Item

**Meeting Date:** March 18<sup>th</sup>, 2025  
**From:** Nick Rizzio, Municipal Project Manager  
**Item:** Select CDBG Housing Rehab. Certified Grant Administrator

**Motion:** Select a Grant Administrator to oversee administrative and inspection services for the CDBG Housing Rehabilitation Program. **(Voice Vote)**

**Background:**

The City of Arkansas City requested and accepted bid proposals to provide Community Development Block Grant (CDBG) administrative services and inspection services to assist in a proposed project to be financed up to \$300,000 in Housing CDBG funds. The remainder of the project will be financed with funds by the City of Arkansas City. The project consists of rehabilitation of approximately 10 low-to-moderate income occupied homes, with possible demolition of blighted structures in the City of Arkansas City. This project is estimated for completion on or before July 31, 2027.

Proposals for this Request for Proposal (RFP) were due today, Tuesday, March 18<sup>th</sup>, 2025, at 1:00 pm at which time the bid opening commenced. The purpose of this RFP was to solicit proposals from various candidate organizations and conduct a fair and extensive evaluation based on criteria listed herein.

**Commission Options:**

1. Approve the Certified Grant Administrator Selection.
2. Disapprove the Certified Grant Administrator Selection.
3. Table this item for further discussion.

**Fiscal Impact:** Amount: **Pending March 18<sup>th</sup> FRP bid opening.**

Fund: **01-General** Department: **100-General Government** Expense Code: **6214-Other Professional Services**

Included in budget       Grant       Bonds       Other Not Budgeted

**Approved for Agenda by:**

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Randy Frazer, City Manager



# City Commission Agenda Item

**Meeting Date:** March 18, 2025  
**From:** Randy Frazer, City Manager  
**Item:** 2025-2026 Insurance Renewal

**Motion:** Consider approval of city insurance coverage for property, liability, vehicles, and equipment.  
**(Voice Vote)**

**Background:** The City received a quote for comprehensive insurance coverage — excluding workers compensation insurance, which is provided by Kansas Municipal Insurance Trust — for the period, April 1, 2025 through March 31, 2026.

The following is a four-year prior comparison of the City’s current providers, Wichita-based EMC Insurance Companies and ICI Insurance, with quotes for the upcoming year in the right column:

	Prior Insurance Levels			Current Insurance	EMC Proposal
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
<i>April 1 — March 31</i>					
<b>Commercial Property</b>	\$131,052	\$145,862	\$167,792	\$170,691	\$208,082
<b>Inland Marine</b>	14,208	11,094	11,884	12,929	15,610
<b>Crime/Fidelity</b>	540	540	540	610	508
<b>Business Auto</b>	68,896	68,937	81,372	107,407	109,899
<b>General Liability</b>	43,035	46,744	49,371	51,565	44,874
<b>Law Enforcement</b>	8,293	9,955	11,016	11,965	12,412
<b>Linebacker</b>	19,854	19,248	21,524	23,573	24,931
<b>Cyber Liability</b>	2,509	2,509	2,509	4,124	3,686
<b>TOTAL PREMIUM</b>	<b>\$288,387</b>	<b>\$304,889</b>	<b>\$346,008</b>	<b>\$382,864</b>	<b>\$420,002</b>

**Commission Options:**

1. Approve insurance renewal for 2025-2026
2. Disapprove insurance renewal for 2025-2026
3. Table this item for further discussion

**Fiscal Impact:** Amount: **\$420,002**

Fund: **General, Water, Sewer & Sanitation** Department: **Various** Expense Code: **6215 (Insurance)**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Conditional Quote Option Overview from EMC Insurance

**Approved for Agenda by:**

Section , Item 2.



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Randy Frazer, City Manager

# Quote Option Overview

CITY OF ARKANSAS CITY | 03/11/2025

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**Option 002: \$420,002.00**

Quote: 8X97914 - 002  
added EBL and added item to IM

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**BBXW701 — General Liability**

Premium	<b>\$44,874.00</b>
Occurrence Limit	\$1,000,000
Aggregate Limit	\$2,000,000
Damage to Premises	\$500,000
Medical Limit	\$10,000
Extension Endorsement	General Liability Municipalities Elite Extension

**BBXW705 — Commercial Property**

Premium	<b>\$208,082.00</b>
Deductible Range	50 bldg @ \$10,000
Extension Endorsement	Not Applicable
Unreported Buildings	\$50,000

**BBXW715 — Cyber**

Premium	<b>\$3,686.00</b>
Cyber Suite Elite Limit	\$1,000,000.00
Deductible	\$10,000.00

**E — BUSINESS AUTO**

<b>Premium</b>	<b>\$109,899</b>
<b>Liability Limit</b>	\$500,000
<b>Special Auto Comp</b>	Deductible Varies
<b>Special Auto Coll</b>	Deductible Varies
<b>Trucks &amp; Trlrs Comp</b>	Deductible Varies
<b>Trucks &amp; Trlrs Coll</b>	Deductible Varies
<b>Extension Endorsement</b>	Elite Extension
<b>Unique Forms</b>	Comparison Unavailable

**F — COMMERCIAL CRIME**

<b>Premium</b>	<b>\$508.00</b>
<b>Unique Forms</b>	Comparison Unavailable

**G — LAW ENFORCEMENT**

<b>Premium</b>	<b>\$12,412</b>
<b>Occurrence Limit</b>	\$1,000,000
<b>Aggregate Limit</b>	\$2,000,000
<b>Deductible</b>	\$2,500
<b>Medical Payments</b>	\$5,000
<b>Unique Forms</b>	Comparison Unavailable

**K — LINEBACKER**

<b>Premium</b>	<b>\$24,931</b>
<b>Loss Limit</b>	\$1000000
<b>Aggregate Limit</b>	\$2000000
<b>Deductible</b>	\$3,000
<b>Unique Forms</b>	Comparison Unavailable

**M — COMMERCIAL INLAND MARINE**

<b>Premium</b>	<b>\$15,610</b>
<b>Class Description</b>	E. D. P. - SCHEDULED LIMITS
	CONTRACTORS EQUIP-SPECIAL
	CONTR EQUIP-LEASED FROM OTHERS
	RADIO & TV BROADCAST EQUIP-PD
	RADIO & TV BROADCAST EQUIP-PD
<b>Unique Forms</b>	Comparison Unavailable





# City Commission Agenda Item

**Meeting Date:** March 18, 2025  
**From:** Kyle Blubaugh, Environmental Services Superintendent  
**Item:** Water Treatment Plant Air Compressor Install

**Motion:** A Resolution authorizing the City of Arkansas City to accept a bid submitted by Ingersoll Rand, to purchase and install a new air compressor at the Water Treatment Facility, for an amount not to exceed \$18,022.41, excluding shipping. **(Voice Vote)**

**Background:**

There is concern regarding the air compressor currently in use at the water plant. Presently, this compressor lacks an adequate backup system. Although the water plant staff has proactively installed an external port to facilitate the connection of an emergency compressor, this measure may not suffice as a comprehensive solution. In the event of a compressor failure, the plant would face severe operational challenges, as all air-actuated valves would become inoperable, necessitating manual operation, while air-operated chemical transfer pumps would cease to function. This concern has become particularly pressing following the recent failure of one of the dual compressors on the current air compressor. The prolonged service delay raised the risk of the second compressor also failing, which would render the water plant incapacitated. In light of these considerations, the staff recommends the procurement of an additional air compressor, along with the necessary materials and installation services from Ingersoll Rand. They have provided a competitive bid of \$18,022.41 and are a reputable company.

**Commission Options:**

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

**Fiscal Impact:** Amount: **\$18,022.41**

Fund: **16 (Water)** Department: **651 (Water Treatment)** Expense Code: **7405 (Machinery/Equipment)**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Resolution, Quote & Bid Tab.

**Approved for Agenda by:**

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

RESOLUTION NO. 2025-03-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A BID SUBMITTED BY INGERSOLL RAND, TO PURCHASE AND INSTALL A NEW AIR COMPRESSOR AT THE WATER TREATMENT FACILITY, FOR AN AMOUNT NOT TO EXCEED \$18,022.41, EXCLUDING SHIPPING.**

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to accept a bid submitted by Ingersoll Rand, to purchase and install a new air compressor at the Water Treatment Facility, for an amount not to exceed \$18,022.41, excluding shipping.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 18<sup>th</sup> day of March 2025.

(Seal)

\_\_\_\_\_  
Chad D. Beeson, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-03-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on March 18, 2025, as the same appears of record in my office.

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

\_\_\_\_\_  
Tiffany Parsons, City Clerk

Title			
COMPANY	Ingersoll Rand	FluidEquipment & Potucek Electric	Kuhn Mechanical
Model	15TE15 Premium Air Compressor 460/3/60	ATLAS COPCO CR7.5-CRS1-460/3-80V AIR COMPRESSOR	Gardner Denver 80 Gal Air compressor
TOTAL COST	\$18,022.41	Fluid Equip: \$6358.61 Potucek: \$10000.00 Total: \$16,358.61	\$20,128.00
Delivery Cost	N/A	N/A	N/A
DELIVERY TIME	3-4 Weeks	4-6 Weeks	4-6 Weeks
MEET SPECS	Yes	Yes	Yes
WARRANTY	N/A	N/A	N/A
	<b>Footnotes</b>	<b>Footnotes</b>	<b>Footnotes</b>
	Turnkey Install	Fluid Equipment would be bidded with Potucek and it would be two separate Individuals one to install compressor and one to install electric.	Turnkey Install
	<b>A current air compressor is Ingersoll Rand, keeping service techs similar.</b>		



*Mick David  
City of Arkansas City*

*Quote Reference # CTS-181715*

*Quote Valid until 04/10/2025*

# PROPOSAL

Quote Reference# CTS-181715

Quote Prepared on 03/11/2025 | Valid until 04/10/2025

**Mick David**

City of Arkansas City  
400 W Madison  
ARKANSAS CITY KS 67005  
USA  
Email: mdavid@arkansascityks.gov  
Ph:6204414493

**Zachary Johnson**

Ingersoll-Rand Industrial US Inc  
Wichita Kansas  
Email: zachary.johnson@irco.com  
Ph: (316) 619-2481



*Your Trusted Partner in  
Compressed Air*

### 15TE15 Premium Air Compressor 460/3/60

For heavy shop or industrial use, this electric-driven, two-stage air compressor provides reliable performance ideal for automotive service, body shops, fleet maintenance, machine shops, car washes, manufacturing, wood working, farming and more.

- Long-Life: Durable cast iron construction, long-lasting extended pump life designed for over 15,000 hours of trouble-free use
- Maximum Power and Flexibility: 100% continuous duty, 10 or 15 hp two-stage air compressor, 175 psig maximum operating pressure and an 80 or 120 gallon ASME receiver tank provide plenty of punch for the most demanding applications
- Easy to Service: Individually cast cylinders, overhung crankshaft and one piece connecting rod simplifies maintenance and service.
- Reliable Operation: All Season Select synthetic lubricant increases efficiency; with 2,000 hours of service between change outs, it performs four times longer than petroleum-based lubricants. Two-Year Warranty available.
- Available Packages: Value-100% cast iron pump, ASME receiver tank, ODP motor, magnetic motor starter, automatic start/stop control, pressure switch, manual drain. Premium-Value Package with upgraded electric drain, air-cooled aftercooler, low oil switch.



Representative image may not represent quoted product configuration.

Technical Information									
Rated Pressure		Nominal Power		Capacity (FAD)		Dimensions (Length x Width x Height)		Weight (Air-cooled)	
bar g	psig	kW	hp	m3 / min	cfm	mm	in	kg	lb
12	175	11.2	15.0	1.50	53.0	2108.2 mm, 914.4 mm, 1651.0 mm	83.0 in, in, 65.0 in	587.1	1291.62

## INSTALL SERVICE

### Scope of Work

- Add 15 hp compressor to mechanical room.
- Cut and put a bypass in existing 1" line.
- Add condensate hose to existing condensate system.

### Electrical

- Run 60' of 480 v with a disconnect box for new compressor and a new breaker in the panel.
- 110 v for electric drain valve.
- Two concrete wall penetrators.

**Investment Summary for City of Arkansas City (03/11/2025)**

Line #	Product Description	Qty	Unit Price	Extended Price
1.0	<b>FULLY PACKAGED 15HP TWO STAGE T30 RECIPROCATING</b>	1	\$11,400.38	\$11,400.38
	Included Component			
	15TE15 Premium Air Compressor 460/3/60	1	\$10,791.53	\$10,791.53
	All Season Kit	1	\$235.22	\$235.22
	KIT, INSTALLATION (1" HOSE, 5"X5" VIBRATION PADS)	1	\$373.63	\$373.63
<hr/>				
2.0	<b>INSTALL SERVICE</b>	1	\$2,727.14	\$2,727.14
	Included Component			
	Compressor Installation	1	\$2,727.14	\$2,727.14
<hr/>				
3.0	<b>INSTALL SERVICE</b>	1	\$3,894.89	\$3,894.89
	Included Component			
	Electrical Installation	1	\$3,894.89	\$3,894.89
<hr/>				

Product/Service Quote Amount	<b>\$18,022.41</b>
Upgrade Option(s) Amount	--
Freight Amount	PPA
<b>Total Quote Amount</b>	<b>\$18,022.41</b>

Zachary Johnson  
 (316) 619-2481  
 zachary.johnson@irco.com

City of Arkansas City  
 Quote Reference  
 #CTS-181715



**General Terms**

<b>Lead Time:</b>	3-4 Weeks	Pricing and availability is subject to change without notice. Upon submission of your order, please include the following information: payment terms, preferred payment method, purchase order number, tax status (if exempt please include a copy of your tax exemption certificate with your order).
<b>Payment Terms:</b>	NET 30	
<b>FOB:</b>	EX WORKS	For US, please remit all payments to Ingersoll Rand, 15768 Collections Center Drive, Chicago, IL, 60693. For Canada, please remit all payments to IR Canada Sales & Service ULC, C/O T10223C PO Box 4918 STN A, Toronto, ONTARIO M5W 0C9, Canada. Also, please be aware that Ingersoll Rand accepts payment via credit card, and EFT.
<b>Freight Terms:</b>	Prepay & Add	

Progress Payments apply to orders exceeding \$100,000 USD. Standard progress payment terms are 30% at order acceptance, 30% at Eight (8) weeks after purchase order, and 40% upon shipment.

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## Purchase Order Acknowledgement

Date: 03/04/2024

SHIP TO SITE INFORMATION		BILLING INFORMATION	
<b>Company Name:</b>	<u>City of Arkansas City</u>	<b>Company Name:</b>	<u>CITY OF ARKANSAS CITY</u>
<b>Business Address:</b>	<u>400 W Madison</u>	<b>Business Address:</b>	<u>PO BOX 778</u>
<b>City, ST, Zip:</b>	<u>ARKANSAS CITY, KS, 67005</u>	<b>City, ST, Zip:</b>	<u>ARKANSAS CITY, KS, 67005</u>
<b>Site Contact:</b>	<u>Mick David</u>	<b>Business Phone:</b>	_____
<b>Business Phone:</b>	<u>6204414493</u>	<b>Business E-mail:</b>	_____
<b>Business E-mail:</b>	<u>mdavid@arkansascityks.gov</u>	<b>Payment Terms:</b>	<u>NET 30</u>
<b>PO Number:</b>	_____	<b>Total PO Amt:</b>	<u>\$18,022.41</u>

<p>Siebel Order #: _____</p> <p>Oracle Order #: _____</p> <p style="text-align: center; font-size: small;">(For office use only)</p>	<p><b>Progress Payments (if required):</b></p> <p>30% at order acceptance <span style="float: right;">(IR Standard Milestone Payments)</span></p> <p>30% at Eight Weeks After PO</p> <p>40% on Shipment</p>
--	---

*Thank you for your order. In an effort to process your order as quickly as possible please review the Shipping & Billing information noted above, and the scope of supply shown below, to verify the information is correct. **Please initial all Scope of Supply worksheet page(s).***

**Priority:** \_\_\_\_\_

**Shipping Method:** \_\_\_\_\_

**FOB Point:** EX WORKS

**Freight Terms:** Prepay & Add

**Shipping Instructions:**

*The sale of our equipment is governed solely by the Standard Terms & Conditions of Sale 3.17 and Form 3814; copies of which are attached hereto. Notwithstanding any objection in advance, we will proceed on the basis that such terms and conditions will govern this transaction, excluding any revised, additional, or conflicting terms and conditions submitted with your purchase order form.*

**Authorized Signature:** \_\_\_\_\_

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

**Company/Title:** \_\_\_\_\_

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

**PO Number:** \_\_\_\_\_

**Please send completed form to:**

**IR Rep:** Zachary Johnson

**Phone:** (316) 619-2481

**Email:** zachary.johnson@irco.com

Zachary Johnson  
 (316) 619-2481  
 zachary.johnson@irco.com

City of Arkansas City  
 Quote Reference  
 #CTS-181715

SCOPE OF SUPPLY WORKSHEET

Line Number	Quantity	Part Number	Description	Unit Price	Extended Price
1.0	1	FP15HPNG	FULLY PACKAGED 15HP TWO STAGE T30 RECIPROCATING	\$11,400.38	\$11,400.38
2.0	1	INSTALL SERVICE		\$2,727.14	\$2,727.14
3.0	1	INSTALL SERVICE		\$3,894.89	\$3,894.89
				<b>Subtotal: Scope of Supply</b>	<b>\$18,022.41</b>
				<b>ORDER TOTAL</b>	<b>\$18,022.41</b>

Additional Order Comments:

Customer Initials : \_\_\_\_\_

Zachary Johnson  
 (316) 619-2481  
 zachary.johnson@irco.com

City of Arkansas City  
 Quote Reference  
 #CTS-181715

**STANDARD TERMS AND CONDITIONS OF SALE INDUSTRIAL TECHNOLOGIES AND SERVICES**

1. **General** Any written or oral order received from Buyer by Ingersoll-Rand Industrial, U.S., Inc., ("Company") is governed by the Standard Terms and Conditions of Sale outlined herein ("Terms"). COMPANY'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ACCEPTANCE OF THESE TERMS. Company rejects any terms and conditions inconsistent with these Terms and to any other terms proposed by Buyer in accepting Company's proposal. No agreement, oral or written, in any way claiming to modify these Terms and Conditions will be binding on Company unless agreed to in writing by an authorized representative of Company.
2. **Taxes** Prices do not include any present or future Federal, State, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments applicable to this order ("Taxes"). All Taxes will be itemized separately. Buyer will be responsible for the payment of any Taxes to Company unless Buyer provides a valid exemption certificate. If the exemption certificate is not recognized by the governmental taxing authority, Buyer will reimburse Company for any Taxes, including any interest or penalty assessed against Company.
3. **Title and Risk of Loss** Title and risk of loss or damage to equipment will pass to Buyer upon tender of delivery FOB Company facility, except that Buyer grants Company a lien on and a purchase money security interest in and to all of the right, title, and interest of Buyer in the equipment purchased hereunder until full payment has been made.
4. **Credit Terms**
  - a. **Payment.** Buyer shall pay the amounts due and owing to Company identified on each invoice in full and in accordance with the terms specified on each invoice.
  - b. **Invoice Disputes.** Buyer shall notify Company in writing of any dispute with any invoice (along with substantiating documentation) prior to the invoice due date. Invoices for which no such timely notification is received shall be deemed accepted by Buyer as true and correct. The parties shall seek to resolve all such disputes expeditiously and in good faith. Should any dispute arise with respect to any goods delivered by Company to Buyer, Buyer shall nevertheless pay all invoices covering goods not in dispute, without setoff, defense or counter-claim.
  - c. **Late Payments.** On any invoice not paid when due, Buyer shall pay a late charge from the due date to the date of actual payment at the lesser of the simple interest rate of 12% per annum calculated monthly or the highest rate permissible under applicable law. Buyer shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms and Conditions or at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due.
  - d. **Acceleration.** Should Buyer fail to make any payment required hereunder, Company may, without notice, declare all obligations of Buyer to Company ("Obligations") immediately due and payable, whether or not such late charges are included in any statement of account rendered by Company to Buyer.
  - e. **No Partial Payments.** Buyer irrevocably agrees that it will not, without Company's prior written consent in each instance, tender any payments for less than the full amount of the invoices to which said payment applies ("Partial Payments"). Any Partial Payments tendered by or for the account of Buyer shall not extinguish or otherwise affect any unpaid portion of the subject invoices, despite any notation on or accompanying said payment such as "in full payment," "in full satisfaction," or words of similar effect.
  - f. **Sufficient Funds.** Buyer represents that all checks issued to Company will be honored by the drawee bank, and that no checks will be so issued unless Buyer then has funds on deposit in an amount sufficient to cover all checks issued by Buyer. Buyer acknowledges that this representation will be materially relied upon by Company in extending credit to Buyer.
  - g. **Right to Set Off.** Any payment received by Company from Buyer may be applied by Company against any obligation owing by Buyer to Company, regardless of any statement appearing on or referring to such payment, without discharging Buyer's liability for any additional amounts owing by Buyer to Company. The acceptance by Company of such payment shall not constitute a waiver of Company's right to pursue any remaining balance. With respect to any monetary obligations of Company to Buyer, including without limitation, volume rebates and advertising rebates, Company may, at any time, setoff and appropriate and apply such amounts against any sums that are, or will become, owing, due or payable to Company by Buyer under these Terms and Conditions or any other agreement.
5. **Financial Condition of Buyer**
  - a. **Receipt of Goods While Insolvent** In the event that Buyer receives any goods from Company while Buyer is insolvent (as such term is used in §2- 702 of the Uniform Commercial Code, United-States of America), this writing and the invoices received from Company relating to such goods shall constitute Company's demand for reclamation of such goods.
  - b. **Withdraw of Credit Approval** Company reserves the right before shipment of any goods ordered by Buyer from Company, to require that all or a portion of the purchase price relating thereto be paid to Company, in good funds, prior to shipment.
  - c. **Material Adverse Change in Financial Condition** Notwithstanding the stated due date of any obligations, all Obligations shall become immediately due and payable, without notice, in the event that Company determines there to have been a material adverse change in the financial condition or business affairs of Buyer so that in Company's reasonable judgment Buyer's ability to pay the Obligations has become impaired.
  - d. **Verification of Credit References.** Company is authorized to contact any credit references provided by Buyer, and to disclose any information reasonably necessary to determine Buyer's credit worthiness. Company is also authorized to obtain personal credit reports on any partner, principal, officer, or potential guarantor in determining Buyer's creditworthiness. Company may also disclose any information concerning its relationship with Buyer which is requested by anyone identifying themselves as an existing or potential creditor of Buyer.
  - e. **Disclosure of Buyer's Right to a Statement of Reasons for Action.** If this application is not approved in full or if any other adverse action is taken with respect to Buyer's credit, Buyer has the right to request within 60 days of Company's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request.
6. **Delivery** Company will deliver goods within a reasonable time after receipt of Buyer's order and in no event will delivery dates be construed as falling within the meaning of "time is of the essence."
7. **Force Majeure** Company will not be liable for any loss or damage due to delays arising from causes beyond the reasonable control of Company, including but not limited to any acts of God, fire, flood, earthquake or explosion, strikes or other labor difficulties, wars, riots, terrorist threats, national emergencies, or acts of governments. In such events, Company will have additional time within which to deliver or perform as may be reasonably necessary under the circumstances. If Buyer requires drawings, procedures, standards or similar material for approval, delivery schedules will be calculated from the time such approvals are received by Company. Any hold points, witness points, or Buyer inspection requirements must be identified by Buyer at the time of quotation and/or order placement. Additional inspection or testing required by Buyer will extend delivery dates accordingly.
8. **Storage Fee** If Buyer is not able to accept delivery on the date agreed to by the parties, Buyer will pay Company a storage fee equivalent to one and one half percent (1.5%) of the total order value per calendar month or fraction thereof (calculated and charged on a per day basis) until the date of delivery ("Storage Fee"). Additionally, if Company is performing installation services and at the time of delivery Buyer's location is not ready or is unsafe for installation, Company reserves the right to postpone or to discontinue work. In such event, Company may charge Buyer an amount equivalent to the Storage Fee until such time that the location is ready and safe for installation, as determined by Company.
9. **Warranty** Company warrants, to purchasers from a Company authorized seller (each a "Buyer"), that the equipment manufactured by it and services provided by it will be free from defects in material and workmanship, for the duration of the specified Warranty Period. For new equipment, a period of twelve (12) months from the date of initial operation not to exceed eighteen (18) months from shipment, whichever first occurs, except for the Airend of new oil-flooded rotary screw air compressors, which is for the duration as detailed in the 5 Year Airend Parts Warranty below; for parts and services, six (6) months from the date of shipment; for services, six (6) months from the date of installation, inclusive of transportation and installation costs if installed by Company or six (6) months from the date of delivery exclusive of transportation and installation costs if not installed by Company (each a "Warranty Period"). Equipment or parts manufactured by others are warranted only to the extent of the original manufacturer's warranty to Company.

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**5 Year Airend Parts Warranty:** Company Warrants , to a Buyer, that the Airend, as defined below, of new oil-flooded rotary screw air compressors manufactured by Company, will be free from defects in material and workmanship for a period of five (5) years from the date of initial operation not to exceed sixty-six (66) months from shipment, whichever occurs first. This Airend warranty is strictly contingent on the Buyer's demonstration that Buyer used only genuine Company replacement parts and lubricant in maintaining the defective compressor, according to Company's recommendations, for the duration of the Warranty Period. Use of non-genuine Company replacement parts or lubricants will void this Airend warranty. Company reserves the right to request a coolant sample from Buyer, or to perform coolant sample analysis, upon Buyer's Airend warranty claim. If Buyer makes a compliant Airend warranty claim during the Warranty Period, Company will only be responsible for, at its option, providing a new or remanufactured replacement Airend part and standard freight charges. Buyer will be required to provide Company with the defective Airend in exchange for the replacement Airend. For the purposes of this Airend warranty, the "Airend" is defined as the set of two rotors (one male and one female), the housing, and the bearings for a single-stage compressor and two (2) sets of two rotors (one male and one female), the housing and the bearings for a two-stage compressor. This Airend warranty specifically excludes other parts like the Airend shaft seal, gears, and pulleys, as well as expedited freight, labor, and any other costs associated with repair or replacement of Airend.

10. **Order Cancellation** If Buyer cancels an order, Buyer will pay a cancellation fee to Company in an amount equal to Company's direct out of pocket costs incurred plus a percentage of the order value to cover sales and administrative expenses. The percentage is based on the proportion of time which has elapsed from the date the order is placed to the originally scheduled shipment date as follows:

Percent of time elapsed from PO date to scheduled ship date	Cancellation fee % of PO Value
0-10%	5%
11-20%	15%
21-30%	25%
31-40%	35%
41-50%	45%
51-60%	55%
61-70%	65%
71-80%	75%
81-90%	85%
91-100%	95%

11. **Compliance with Laws** Company will comply with all applicable laws and regulations in effect in the location of manufacture on the date an order is placed. Compliance with any local governmental laws or regulations relating to location, use, or operation of the equipment, or its use in conjunction with other equipment, will be the sole responsibility of Buyer. Equipment purchased hereunder is produced in accordance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Where applicable, the Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because of all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.
12. **Data Privacy** Buyer understands and agrees that certain of the Products include technology that allows Company to collect technical and product-related information regarding such Products and to conduct remote diagnostics testing of such Products. This technology allows Company to better serve and assist Buyer in the event such Products need to be repaired, and to maintain and improve the Products. Buyer agrees to grant and hereby grants Company a transferable, sub-licensable, non-exclusive, non-revocable, worldwide right to access and use the data collected and processed by the technology for Company's business purposes, including analysis, research, and development. In addition, Company may share such information with its affiliates, subsidiaries, and service providers; and with third parties but only in an aggregate, de-identified format, with third parties for research, statistical and business purposes unless otherwise agreed to or in accordance with the applicable privacy policy. To the extent that Company receives any individually identifiable personal information regarding Buyer from such technology, Company's policy is to protect the confidentiality of such information, and to prohibit the unlawful disclosure of Buyer's personal information to third parties. Company will take reasonable steps to insure the safety of Buyer's personal information.
13. **Export Control** Buyer agrees not to disclose or export, either directly or indirectly, any Company technology or information, or the direct product thereof, to any destination or person if such disclosure or export is prohibited by U.S. laws and regulations. In particular, Buyer will not use and will not permit any third party to use Company technology or information in connection with the design, production, use or storage of chemical, biological or nuclear weapons or missiles of any kind. This paragraph will survive the termination of this contract.
14. **Patent Indemnity** Company will defend Buyer against any proceeding based upon a claim that the equipment manufactured by Company infringes any U.S. patent, provided that Company is promptly notified in writing and given authority, information, and assistance for defense of the same. If any claim materially interferes with Buyer's use of the equipment, Company will, at its option, procure for Buyer the right to continue to use such equipment, modify it so that it becomes non-infringing, replace it with non-infringing equipment, or will remove the equipment and refund the purchase price. Company does not accept any liability whatsoever in respect to patents claiming more than the equipment furnished hereunder or claiming methods or processes to be carried out with the aid of such equipment. The foregoing states the entire liability of Company with regard to patent infringement.
15. **Limitation of Liability** THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF COMPANY WITH RESPECT TO THIS CONTRACT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE PURCHASE PRICE FOR THE EQUIPMENT, PART OR SERVICE THAT IS THE BASIS FOR THE CLAIM. IN NO EVENT WILL COMPANY BE LIABLE TO BUYER, ANY SUCCESSORS IN INTEREST, OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS OR REVENUE ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE EQUIPMENT, PART OR SERVICE HEREUNDER, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.
16. **Assignment** Buyer will not assign or transfer this contract without the prior written consent of Company, and such consent will not be unreasonably withheld. Additionally, Buyer will not sell all or a substantial portion of its assets to another entity (the "Successor") without the prior written consent of Company. In the event that Buyer does not provide such notice to Company and the business previously conducted by Buyer is or may be continued by the Successor, Buyer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Company arising from the date of such sale of assets to the date Company learns of such asset sale.
17. **No Waiver** No waiver by Company of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, partial exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract operates, or may be construed, as a waiver thereof.
18. **Governing Law** The rights and obligations of the parties will be governed by the laws of the State of North Carolina excluding any conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this contract.
19. **No Reference Required** Buyer and Company agree that each order shall constitute a separate contract, the performance of which will be governed exclusively by these Terms. This Agreement shall govern an order regardless of whether or not this document is attached to or referenced in the order. Excluded from applicability to an order include, but are not limited to: (i) any other terms and conditions contained in the order, including terms contained on the reverse side of the order; (ii) any reference in an order to Buyer's Internet site for terms and conditions; (iii) any reference in an order to any other agreement, document or terms unless agreed to in writing by the Parties. In the event of a conflict between any terms and conditions of an order (except (iii) above), Terms shall prevail and govern the order.

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 zachary.johnson@irco.com

City of Arkansas City  
 Quote Reference  
 #CTS-181715



# City Commission Agenda Item

**Meeting Date:** March 18, 2025  
**From:** Environmental Services  
**Item:** Fire Hydrants and Valves

**Motion:** A Resolution authorizing the City of Arkansas City accept a bid submitted by Mountainland Supply Company, to purchase fire hydrants and valves, for an amount not to exceed \$17,490.00, excluding shipping. **(Voice Vote)**

**Background:** The Collections and Distribution Department is responsible for the maintenance, repair, and installation of fire hydrants and necessary valves within the distribution system to ensure the availability of functional fire hydrants for flushing, filling water tanks, and for use by the Fire Department when needed. The current inventory of fire hydrants for the Collections and Distribution crew is insufficient, and additional units are required to effectively maintain, repair, and expand the system. In light of these considerations, it is recommended by the staff to procure the required hydrants and valves from Mountainland, as they have presented the most competitive bid at \$17,490.00.

**Commission Options:**

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

**Fiscal Impact:** Amount: **\$17,490.00**

Fund: **16 (Water)** Department: **653 (Distribution)** Expense Code: **7201 (Equipment Repair/Parts/Maint.)**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Resolution, Bid Tab & Mountainlands Bid

**Approved for Agenda by:**

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

RESOLUTION NO. 2025-03-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A BID SUBMITTED BY MOUNTAINLAND SUPPLY COMPANY, TO PURCHASE FIRE HYDRANTS AND VALVES, FOR AN AMOUNT NOT TO EXCEED \$17,490.00, EXCLUDING SHIPPING.**

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to accept a bid submitted by Ingersoll Rand, to accept a bid submitted by Mountainland Supply Company, to purchase fire hydrants and valves, for an amount not to exceed \$17,490.00, excluding shipping.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 18<sup>th</sup> day of March 2025.

(Seal)

\_\_\_\_\_  
Chad D. Beeson, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-03-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on March 18, 2025, as the same appears of record in my office.

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

\_\_\_\_\_  
Tiffany Parsons, City Clerk

Hydrant Bids

COMPANY	Mountainland	Wichita Winwater Company	Salina Supply Company
Model	Qty.6: 4-1/2 MK73 4FT BURY (YELLOW w/BLACK CAPS,BONNET) 2-WAY, 4" MJ SHOE Qty.6: 2504-1 1 4 MJ NRS GATE VALVE W/SQ NUT	Qty.6: 4-1/2 VO 4' BURY 2MAY 4MJ SHOE YELLO W/BLACK CAP Qty.6: 4 MJ GATE VALVE 2" OP NUT	Qty.6:MUELLER A-420 2-WAY FIRE HYDRANT 4' BURY, 4" MJ SHOE, NS SPEC Qty.6: MUELLER 4" A-2361-23 MJ GATE VALVE, Qty.6: 4" MATCO MJ X MJ GATE VALVE
TOTAL COST	\$ 17,490.00	\$ 20,614.62	\$ 24,219.37
Delivery Cost	N/A	N/A	N/A
DELIVERY TIME	6-7 Week Lead Time for Hydrants	N/A	4 Week Lead Time
MEET SPECS	Yes	Yes	Yes
WARRANTY	N/A	N/A	N/A
	<b>Footnotes</b>	<b>Footnotes</b>	<b>Footnotes</b>
	L/ACCY- AWWA - MECHANICAL JOINT SS BOLTS - SS STEM WATEROUS Special Order Return Policy Applies	N/A	MUELLER LESS ACCESSORIES





# MOUNTAINLAND

SUPPLY COMPANY

TAWI MOUNTAINLAND SUPPLY COMPANY  
620 South Washington  
WICHITA, KS 67211  
316-265-4440



## Quotation

Section , Item 2.

EXPIRATION DATE	QUOTE NUMBER
02/20/2025	S106799555
REMIT TO: MLSC MOUNTAINLAND SUPPLY COMPANY PO Box 127 OREM, UT 84059-0127	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

CITY OF ARKANSAS CITY  
118 W CENTRAL  
ARKANSAS CITY, KS 67005

MISC CITY OF ARKANSAS CITY  
2929 W CENTRAL  
ARKANSAS CITY, KS 67005

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
198823	HYDRANT/VALVE BID		BRANDON THOMAS	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
DAVID RUTSCHMAN			02/21/2025	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
6ea	4-1/2 MK73 4FT BURY ARKANSAS CITY, KS SPEC (YELLOW w/BLACK CAPS,BONNET) 2-WAY, 4" MJ SHOE SPECIAL ORDER RETURN POLICY APPLIES		2272.000/ea	13632.00
6ea	2504-1 4 MJ NRS GATE VALVE W/SQ NUT - L/ACCY - AWWA - MECHANICAL JOINT - SS BOLTS - SS STEM WATEROUS * * **6-7 WEEK LEAD ON HYDRANTS**		643.000/ea	3858.00
Bid Total does not include tax or freight. All prices herein supercede all prior quotes and are subject to change without prior notice. No guarantee is made as to the accuracy of the quantities listed. *** NOTE- All Special Order Material is Non-Returnable ***			Bid Total	17490.00

\*Due to the impact of COVID-19 supply chain interruptions, trucking shortages, and resulting price increases, this pricing is based on material in stock at time of quotation. Please verify all quantities and part numbers prior to placing your order.\*



# City Commission Agenda Item

**Meeting Date:** 3/18/2025  
**From:** Environmental Services  
**Item:** HACH Conductivity and pH probes replacement

**Motion:** A Resolution authorizing the City of Arkansas City to purchase replacement conductivity and pH probes from Hach, for an amount not to exceed \$10,324.00, excluding shipping. **(Voice Vote)**

**Background:**

The existing conductivity and pH probes for the membranes at the water treatment plant have begun to fail and have reached the end of their service life. These probes are proprietary equipment manufactured by Hach. In light of this, the staff recommends procuring the necessary replacement probes from Hach for \$10,324.00.

**Commission Options:**

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

**Fiscal Impact:** Amount: **\$10,324.00**

Fund: **16 (Water)** Department: **651 (Water Treatment)** Expense Code: **7201 (Machinery/Equipment)**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Resolution & Quote from Hach.

**Approved for Agenda by:**

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

RESOLUTION NO. 2025-03-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO PURCHASE REPLACEMENT CONDUCTIVITY AND PH PROBES FROM HACH, FOR AN AMOUNT NOT TO EXCEED \$10,324.00, EXCLUDING SHIPPING.**

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to purchase replacement conductivity and pH probes from Hach, for an amount not to exceed \$10,324.00, excluding shipping.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 18<sup>th</sup> day of March 2025.

(Seal)

\_\_\_\_\_  
Chad D. Beeson, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-03-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on March 18, 2025, as the same appears of record in my office.

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

\_\_\_\_\_  
Tiffany Parsons, City Clerk



Be Right™

# Quotation

**Quote Number: 101145404v2**  
Use quote number at time of order to ensure that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: quotes@hach.com  
Website: www.hach.com

Quote Date: 13-Feb-2025

Quote Expiration: 14-Apr-2025

CITY OF ARKANSAS CITY  
PO BOX 778  
ARKANSAS CITY, KS 67005-0778

Name: Mick David  
Phone: 620-441-4488  
Email: mdavid@arkansascityks.gov

Customer Account Number : 079733

Sales Contact: Brittany Figueroa Email: brittany.figueroa@hach.com Phone: 303-263-5412

## PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	D3422B3	Contacting Conductivity Digital Sensor, 0.50 Cell Constant, Compression Fitting Style. LOQ lead time 10 days.	9	969.00	8,721.00
2	DPD1P1	pHD sc: Digital pH sensor with glass differential electrode, sc compatibility, PEEK®, Convertible Mount. Standard lead time 3 days.	1	1,603.00	1,603.00
				Grand Total	\$ 10,324.00

## TERMS OF SALE

**Freight:** Ground Prepay and Add

**FCA:** Hach's facility

**ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.**

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agreements for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach requires certification of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end uses, weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

Section , Item 3.

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ment

**ORDER TERMS:**

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
  - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

**Sales Contact:**

Name: Brittany Figueroa  
Title: Inside Sales Rep-Muni West  
Phone: 303-263-5412  
Email: brittany.figueroa@hach.com



**HACH COMPANY**

**Headquarters**  
 P.O. Box 389  
 5600 Lindbergh Drive  
 Loveland, CO 80539-0389

**Purchase Orders**  
 PO Box 608  
 Loveland, CO 80539-0608

**WebSite:** www.hach.com

**U.S.A.**  
 Phone: 800-227-4224  
 Fax: 970-669-2932  
 E-Mail: orders@hach.com  
 quotes@hach.com  
 techhelp@hach.com

**Export**  
 Phone: 970-669-3050  
 Fax: 970-461-3939  
 Email: intl@hach.com

**Remittance**  
 2207 Collections Center Drive  
 Chicago, IL 60693

**Wire Transfers**  
 Bank of America  
 231 S. LaSalle St.  
 Chicago, IL 60604  
 Account: 8765602385  
 Routing (ABA): 071000039

**Quotation Addendum**

**ADVANTAGES OF WORKING WITH HACH**

<p><b>Hach Service</b></p> <p><i>Protect your investment &amp; peace of mind</i></p> <ul style="list-style-type: none"> <li>✓ A global partner who understands your needs</li> <li>✓ Delivers timely, high-quality service you can trust</li> <li>✓ Provides team of unique experts to help you maximize instrument uptime</li> <li>✓ Ensure data integrity</li> <li>✓ Maintain operational stability</li> <li>✓ Reduce compliance risk</li> </ul> <p>www.hach.com/service-contracts</p>	<p><b>Pick&amp;Ship™</b></p> <p><i>Pick&amp;Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> <li>✓ <b>Convenience</b> of one purchase order for the entire year</li> <li>✓ <b>Flexibility</b> to change, cancel or create new orders</li> <li>✓ <b>Savings</b> from locking in prices &amp; thus avoiding price surges and rush charges</li> <li>✓ <b>Peace of mind</b> with automatic, reliable shipments just as you need them</li> </ul> <p>www.Hach.com/pickandship</p>	<p><b>Technical Support</b></p> <p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> <li>✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.</li> <li>✓ Available via phone, e-mail, or live online chat at Hach.com!</li> <li>✓ Fast access to answers at <a href="https://support.hach.com">https://support.hach.com</a></li> <li>✓ Toll-free phone: 800-227-4224</li> <li>✓ E-mail: techhelp@hach.com</li> </ul> <p>www.Hach.com</p>
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**ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING**

<p><b>Safe &amp; Fast Delivery</b></p> <ul style="list-style-type: none"> <li>✓ Receive tracking numbers on your order acknowledgement</li> <li>✓ Hach will assist with claims if an order is lost or damaged in shipment</li> </ul>	<p><b>Save Time – Less Hassle</b></p> <ul style="list-style-type: none"> <li>✓ No need to set up deliveries for orders or to schedule pickup</li> <li>✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.</li> </ul>	<p><b>Save Money</b></p> <ul style="list-style-type: none"> <li>✓ No additional invoice to process – save on time and administrative costs</li> <li>✓ Only pay shipping once, even if multiple shipments are required</li> </ul>
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STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES <sup>1, 2, 3, 4</sup> Pricing Effective 7/13/2024						Collect <sup>4</sup> Handling Fee Effective 7/13/2024
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$10.75	\$26.89	\$50.14	\$43.15	\$82.02	\$8.00
\$50.00 - \$149.99	\$12.90	\$38.02	\$71.75	\$54.52	\$103.65	\$8.00
\$150.00 - \$349.99	\$15.05	\$40.15	\$81.79	\$55.37	\$106.26	\$8.00
\$350.00 - \$649.99	\$17.20	\$44.98	\$89.44	\$56.22	\$108.87	\$8.00
\$650.00 - \$949.99	\$17.20	\$54.49	\$112.39	\$66.20	\$128.13	\$8.00
\$950.00 - \$1,999.99	\$30.10	\$64.01	\$135.34	\$76.17	\$147.38	\$8.00
\$2,000.00 - \$3,999.99	\$30.10	\$79.14	\$165.12	\$91.12	\$176.99	\$8.00
\$4,000.00 - \$5,999.99	\$53.75	\$94.27	\$194.90	\$106.06	\$206.59	\$8.00
\$6,000.00 - \$7,999.99	\$64.50	\$108.99	\$225.36	\$118.80	\$229.04	\$8.00
\$8,000.00 - \$9,999.99	\$96.75	\$162.82	\$318.16	\$174.21	\$330.40	\$8.00
Over \$10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	\$8.00

1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.

2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

**SALES TAX**

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

## TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, or Romeoville, Illinois United States (Incoterms 2020). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND DATA. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See [www.ethicspoint.veralto.com](http://www.ethicspoint.veralto.com) and [Integrity and compliance - Veralto](#) for a copy of the SOC and for access to our Helpline portal.

17. RELATIONSHIP OF PARTIES: Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to



the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. FORCE MAJEURE: Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. FUNDS TRANSFERS (PAYMENTS): Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.**

22. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. ENTIRE AGREEMENT, TERM & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. APPENDICES: If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

\* \* \*



# City Commission Agenda Item

**Meeting Date:** March 18, 2025  
**From:** Environmental Services  
**Item:** Raw Wet Well Pump #4 Replacement

**Motion:** A Resolution authorizing the City of Arkansas City to accept a bid provided by FTC Equipment LLC., for the purchase and installation pumps and materials to replace Raw Wet Well Pump #4, for an amount not to exceed \$59,082.32, excluding shipping. **(Voice Vote)**

**Purpose:** To accept a bid provided by FTC Equipment LLC. that meets all specifications to purchase and install pump and materials.

**Background:** The current raw wet well pump #4, originally purchased and installed in the 1980s, is primarily utilized during rain events and high flow periods. Without such events, the pump operates only once a month. This infrequent usage has contributed to the extended lifespan of the pump. However, upon its recent servicing, the service report indicated significant and irreparable wear and tear, with a recommendation to begin sourcing a replacement. Given the pump's age and the extent of the damage, continuing to service it would incur substantial future costs. In light of these considerations, it is recommended by staff to procure the required pump, materials, and installation from FTC Equipment LLC, as they have presented the most competitive bid at \$59,082.32

**Commission Options:**

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

**Fiscal Impact:** Amount: **\$59,082.32**

Fund: **18 (Sewer)** Department: **660 (WWT)** Expense Code: **7201 (Maintenance/Equipment)**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Resolution, Bid Tab & FTC Quote.

**Approved for Agenda by:**

Randy Frazer, City Manager

RESOLUTION NO. 2025-03-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A BID PROVIDED BY FTC EQUIPMENT LLC., FOR THE PURCHASE AND INSTALLATION PUMPS AND MATERIALS TO REPLACE RAW WET WELL PUMP #4, FOR AN AMOUNT NOT TO EXCEED \$59,082.32, EXCLUDING SHIPPING.**

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to accept a bid provided by FTC Equipment LLC., for the purchase and installation pumps and materials to replace Raw Wet Well Pump #4, for an amount not to exceed \$59,082.32, excluding shipping.

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

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

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 18<sup>th</sup> day of March 2025.

(Seal)

\_\_\_\_\_  
Chad D. Beeson, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-03-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on March 18, 2025, as the same appears of record in my office.

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

\_\_\_\_\_  
Tiffany Parsons, City Clerk

Wet Well Pump Replacement

COMPANY	FTC	Letts, Van Kirk & Associates	Fluid Equipment
Model	Sulzer XFP255J-CB2 PE350/6, 47 HP, 3 PH, 1180 RPM, 2 Vane CB Plus Impeller	Flowserver 10MNF-FR51 Vertical Solids Handling Package	No Bid
TOTAL COST	\$ 59,082.32	\$ 99,500.00	N/A
Delivery Cost	N/A	To be determined at time of sale	N/A
DELIVERY TIME	6-8 Weeks	28 Weeks	N/A
MEET SPECS	Yes-It meets specs	Yes-It meets specs	N/A
WARRANTY	N/A	N/A	N/A
	<b>Footnotes</b>	<b>Footnotes</b>	<b>Footnotes</b>
	Includes Start up and Labor for Removal and Installation of necessary pipe	Includes Start up and Labor for Removal and Installation of necessary pipe	N/A

# FTC Equipment, LLC

5238 Winner Road  
 Kansas City, MO 64127

Phone: 816-833-7200  
 Fax: 816-833-1074

Section , Item 4.

# Quote

Date	Estimate #
3/7/2025	15276

Name/Address
City of Arkansas City, KS Attn: Accounts Payable 118 W. Central Ave. Arkansas City, KS 67005

Ship To
City of Arkansas City, KS 118 W. Central Ave. Arkansas City, KS 67005

Terms	Rep	FOB	W/O Number
Net 30	DKA	Factory	

Qty	U/M	Item	Description	Rate	TOTAL
			Facility: Location:		
			Quote Flowserve 10MNF-FR51 Replacement (S/N: 0203MS002072-1)		
1	EA	Package	XFP 255J Pump Package	59,082.32	59,082.32
1	EA	AXF74T333TH1417	Sulzer XFP255J-CB2 PE350/6, 47 HP, 3 PH, 1180 RPM, 2 Vane CB Plus Impeller, 49' Cable, Dry Pit, Quick Ship Option	0.00	0.00
1	EA	DSU111111	Vertical Dry Pit Skirt Base, Steel	0.00	0.00
1	EA	40536008	Elbow, Long Radius, 10" X 10", w/ Cleanout, Steel	0.00	0.00
1	EA	62306286-316	Hardware Kit, 316SS (Suction Elbow to Pump)	0.00	0.00
1	EA	Labor Package	Removal and Installation	0.00	0.00
1		Misc	Welding, Wiring, and Start Up	0.00	0.00
1		Freight	Estimated Freight	0.00	0.00
			Lead Time: 6-8 Weeks		

We appreciate the opportunity to be of service to you!  <b>TERMS AND CONDITIONS:</b> Terms are net 30 days. Accounts not paid within terms are subject to a 1.5% service charge per month. Prices quoted are valid for 30 days from the date of this quote. Prices do not include any applicable taxes or freight charges. Freight is FOB factory. A convenience fee of 4% will be added to all credit card transactions.	<b>Subtotal</b>	\$59,082.32
	<b>Sales Tax (6.5%)</b>	\$0.00
	<b>TOTAL</b>	\$59,082.32



# City Commission Agenda Item

**Meeting Date:** March 18, 2025  
**From:** Public Services Department  
**Item:** Traffic System at Kansas & Summit  
Mid American Signal, Inc.

**Motion:** A Resolution authorizing the City of Arkansas City to accept a bid submitted by Mid American Signal, Inc., for the traffic system at the Kansas and Summit St. intersection, for an amount not to exceed \$29,363.00. **(Voice Vote)**

**Background:**

Two bids were sought to purchase the traffic system from Mid-American and Gades Sales Co. Staff recommends the Wavetronix Matrix System from Mid-American Signal due to the cost meeting the budget and all materials are provided.

**Commission Options:**

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

**Fiscal Impact:** Amount: **\$29,363.00**

Fund: **01 - (General)** Department: **542 (Streets)** Expense Code: **7201 (Equipment Repair/Parts/Maint.)**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Resolution, Bid Tab and Quote.

**Approved for Agenda by:**

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

RESOLUTION NO. 2025-03-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A BID SUBMITTED BY MID AMERICAN SIGNAL., INC., FOR THE TRAFFIC SYSTEM AT KANSAS & SUMMIT ST. INTERSECTION, FOR AN AMOUNT NOT TO EXCEED \$29,363.00.**

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

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to accept a bid submitted by Mid American Signal, Inc., for the traffic system at the Kansas and Summit St. intersection, for an amount not to exceed \$29,363.00.

**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 execute upon city attorney review and 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 18<sup>th</sup> day of March 2025.

(Seal)

\_\_\_\_\_  
Chad D. Beeson, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-03-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on March 18, 2025, as the same appears of record in my office.

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

\_\_\_\_\_  
Tiffany Parsons, City Clerk

<b>Traffic System at Kansas &amp; Summit</b>		
COMPANY	Mid American Signal	Gades Sales Co
Model	Wavetronix Intersections	Smart Micro Radar System
TOTAL COST	\$ 29,363.00	\$ 31,139.00
DELIVERY TIME	10-12 weeks after order	3-5 weeks after order
MEET SPECS	Yes- Meets all with all materials provided	No-Out of budget

Budgeted amount for this is \$29,363.00

Recommendation would be the Wavetronix Intersections from Mid American Signal





PROUDLY SERVING - ARKANSAS - IOWA - KANSAS - MINNESOTA - MISSOURI - NEBRASKA - NORTH DAKOTA - OKLAHOMA - SOUTH DAKOTA - WISCONSIN

**QUOTATION**

2429 S MILL STREET KANSAS CITY, KS 66103  
PHONE (913) 432-5002  
<http://www.midamsignal.com>

PREPARED FOR: Tony Tapia  
Arkansas City  
PREPARED BY: Shawn Batalia

DATE: 2/4/2025

Per Your Request: **Wavetronix Intersections**

QTY	DESCRIPTION	EACH	TOTAL
1	Wavetronix Matrix System to Include: Kansas and Summit (4) Matrix Sensors w/brackets (4) 80' Harness (1) Arc 6 (1) SDLC Cable (1) 1000' Spool of cable	\$ 29,363.00	\$ 29,363.00
			\$ 29,363.00

Terms: Net 30 days from date of invoice, or as approved by Mid American Signal Credit Department.  
An interest charge, as permitted by law, may be assessed on accounts unpaid after 30 days.  
Quotation is valid for 60 days, with delivery 10-12 weeks after receipt of order.  
Quotation is based upon quantities shown, any changes can be subject to price adjustment.

The above information is for the use of the person or entity named only. Unauthorized use is prohibited.  
The above quotation does not include any installation of the products quoted.



# Quote

Date: 2/4/2025

Quote to: Mr. Wade Magnus  
City of Arkansas, KS

Job: Kansas & Summit

Qty	Description	Unit Price	Line Total
1	<b>Smart Micro Radar System</b>	\$26,389.00	\$26,389.00
	This system would use Four new TRUGRD Stream detectors with Stop Bar & Advanced a COM HUB/SDLC cabinet Interface Unit.		
1	Yunex Blade Controller	\$4,750.00	\$4,750.00
	This system should be able to use existing cable from video cameras		
Technical assistance is included.		Total	\$31,139.00

Delivery is 3 - 5 weeks after receipt of order.  
Delivery dates are subject to change as material shortages arise.

Pricing is Valid for 30 days.

By: James Tamplin  
[Jtamplin@gadestraffic.com](mailto:Jtamplin@gadestraffic.com)

Sales tax is not included. Payment terms are Net 30 days after invoice date. Accepted payment methods are cash, check or ACH.  
Credit Card payments are accepted with a 4% convenience fee added to the invoice total.

PO Box 9003, Wichita, KS 67277 - 316-943-1219



**CITY OF ARKANSAS CITY, KANSAS  
FINANCIAL SUMMARY  
Year-To-Date February 28, 2025**

Fund	Cash Summary						Budget Summary			
	1/1/2025 Beginning Cash Balance	Prior Year Encumbrances/ Adjusting Entries	Receipts	Disbursements	Change in Assets/Liabilities	02/28/2025 Ending Cash Balance	Budget	Encumbrances	Budget Variance (Unfavorable)	% Remaining (84%)
01 - GENERAL FUND	\$ 3,356,908.89	\$ -	\$ 3,540,710.38	\$ 1,749,753.07	\$ (60,534.61)	\$ 5,087,331.59	\$ 15,285,704	\$ 46,786.78	\$ 13,489,164	88.25%
15 - STORMWATER FUND	\$ 670,746.95	\$ -	\$ 69,137.26	\$ 29,382.85	\$ (495.70)	\$ 710,005.66	\$ 611,552	\$ 23,889.00	\$ 558,280	91.29%
16 - WATER FUND	\$ 3,577,794.51	\$ -	\$ 1,009,914.26	\$ 1,868,862.67	\$ (340,620.60)	\$ 2,378,225.50	\$ 10,918,777	\$ 570,987.44	\$ 8,478,927	77.65%
18 - SEWER FUND	\$ 5,591,171.53	\$ -	\$ 537,985.33	\$ 510,095.56	\$ (32,052.08)	\$ 5,587,009.22	\$ 3,163,565	\$ -	\$ 2,653,469	83.88%
19 - SANITATION FUND	\$ 1,767,173.75	\$ -	\$ 345,327.95	\$ 211,234.61	\$ (37,831.92)	\$ 1,863,435.17	\$ 2,001,069	\$ -	\$ 1,789,834	89.44%
20 - SPECIAL RECREATION FUND	\$ 57,335.30	\$ -	\$ -	\$ 17,150.00	\$ -	\$ 40,185.30	\$ 81,090	\$ 7,350.00	\$ 56,590	69.79%
21 - SPECIAL STREET FUND	\$ 1,025,296.21	\$ -	\$ 78,757.67	\$ 57,360.71	\$ (2,770.64)	\$ 1,043,922.53	\$ 2,190,482	\$ 8,750.00	\$ 2,124,371	96.98%
23 - TOURISM/CONVENTION FUND	\$ 143,883.82	\$ -	\$ 38,109.57	\$ 25,920.00	\$ -	\$ 156,073.39	\$ 344,708	\$ -	\$ 318,788	92.48%
26 - SPECIAL ALCOHOL FUND	\$ 81,476.64	\$ -	\$ -	\$ 1,480.00	\$ (1,767.34)	\$ 78,229.30	\$ 87,608	\$ -	\$ 86,128	98.31%
27 - PUBLIC LIBRARY FUND	\$ -	\$ -	\$ 239,170.96	\$ 239,170.96	\$ -	\$ -	\$ 482,760	\$ -	\$ 243,589	50.46%
29 - SPECIAL LAW ENF TRUST FUND	\$ 2,848.48	\$ -	\$ -	\$ -	\$ -	\$ 2,848.48	Not a Budgeted Fund	\$ -	\$ -	
31 - LAND BANK FUND	\$ 17,989.63	\$ -	\$ -	\$ 1,602.50	\$ 102.50	\$ 16,489.63	\$ 21,489	\$ -	\$ 19,887	92.54%
32 - MUNICIPALITIES FIGHT ADDICTION FUND	\$ 72,314.02	\$ -	\$ 1,754.32	\$ -	\$ -	\$ 74,068.34	\$ 70,415	\$ -	\$ 70,415	100.00%
43 - BOND & INTEREST FUND	\$ 140,415.03	\$ -	\$ 1,798,541.85	\$ 845,152.50	\$ -	\$ 1,093,804.38	\$ 2,556,325	\$ -	\$ 1,711,173	66.94%
44 - HEALTHCARE SALES TAX FUND	\$ -	\$ -	\$ 195,139.98	\$ 195,139.98	\$ -	\$ -	\$ 2,600,000	\$ -	\$ 2,404,860	92.49%
45 - UNPLEDGED HEALTHCARE SALES TAX FUND	\$ 130,211.68	\$ -	\$ 9,144.77	\$ -	\$ -	\$ 139,356.45	\$ 250,003	\$ -	\$ 250,003	100.00%
53 - MUNICIPAL COURT FUND	\$ 11,206.93	\$ -	\$ -	\$ -	\$ (792.48)	\$ 10,414.45	Not a Budgeted Fund	\$ -	\$ -	
54 - EQUIPMENT RESERVE FUND	\$ 184,746.02	\$ -	\$ -	\$ -	\$ -	\$ 184,746.02	Not a Budgeted Fund	\$ -	\$ -	
57 - CID SALES TAX FUND	\$ 6,063.59	\$ -	\$ 5,386.65	\$ 5,386.65	\$ (13,370.26)	\$ (7,306.67)	\$ 85,000	\$ -	\$ 79,613	93.66%
68 - CAPITAL IMPROVEMENT FUND	\$ 1,263,551.44	\$ -	\$ 9,895.47	\$ -	\$ (14,000.00)	\$ 1,259,446.91	Not a Budgeted Fund	\$ -	\$ -	
<b>TOTALS</b>	<b>\$ 18,101,134.42</b>	<b>\$ -</b>	<b>\$ 7,878,976.42</b>	<b>\$ 5,757,692.06</b>	<b>\$ (504,133.13)</b>	<b>\$ 19,718,285.65</b>	<b>\$ 40,750,547.00</b>			

INDEBTEDNESS:

2019 PBC	\$ 10,640,000
GO 2020 REFUNDING & IMPROVEMENT BOND	\$ 14,675,000
GO 2022 TAXABLE STROTHER FIELD	\$ 4,050,000
GO 2023 TAXABLE LAND PURCHASE	\$ 515,000
2019 FERRARA PUMPER TRUCK LEASE	\$ 238,514
2021 RAVO STREET SWEEPER	\$ -
2023 WWTP SRF LOAN	\$ 8,657,701
<b>TOTAL</b>	<b>\$ 38,776,215</b>

Note: Information is Unaudited