



CITY COMMISSION MEETING AGENDA

Tuesday, May 05, 2026 at 5:30 PM – 118 W Central Ave, Arkansas City, KS

Please join our meeting and subscribe to our YouTube channel:
<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. Recognize and honor Xavier Lawler, Cara Cales, and Dacey Morris as Arkansas City's Outstanding Student Award scholarship recipients for 2026.
2. Proclaim May 6-12, 2026 as National Nurses Week and May 10-16, 2026, as National Hospital Week in Arkansas City.
3. Proclaim May 10-16, 2026 as National Police Week and May 15, 2026, as Peace Officers Memorial Day in Arkansas City.
4. Proclaim May 3-9, 2026 as Professional Municipal Clerks Week in Arkansas City.

III. Recognition of Visitors & Staff

1. Recognize Police Department promotions of officers Dylan Hettenbach, Lucas Lyons, Madison Pickett and Adam Utt.

IV. 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 New Business.

1. Approve the April 21, 2026, regular meeting minutes as written.
2. A Resolution authorizing the City of Arkansas City to allocate Unpledged Healthcare Sales Tax Funds in the amount of \$37,204.00 to SCK Health for uncompensated care provided to the community, consistent with Ordinance No. 2019-02-4481 and the City's intent to annually appropriate available revenues for health care purposes.

V. New Business

Environmental Services Department

1. A Resolution authorizing the execution of a Professional Engineering Services Agreement with Burns & McDonnell for a Water Source & Supply Study, in an amount not to exceed \$80,000.00. (**Voice Vote**)

2. A Resolution authorizing the City of Arkansas City to accept a bid submitted by Layne Christensen Company and enter into an agreement for the drilling of up to 3 test wells and related monitoring services, in support of the Water Source and Supply Study, in an amount not to exceed \$49,234.00. **(Voice Vote)**

VI. City Manager Updates & Reminders

VII. Items for Discussion by City Commissioners

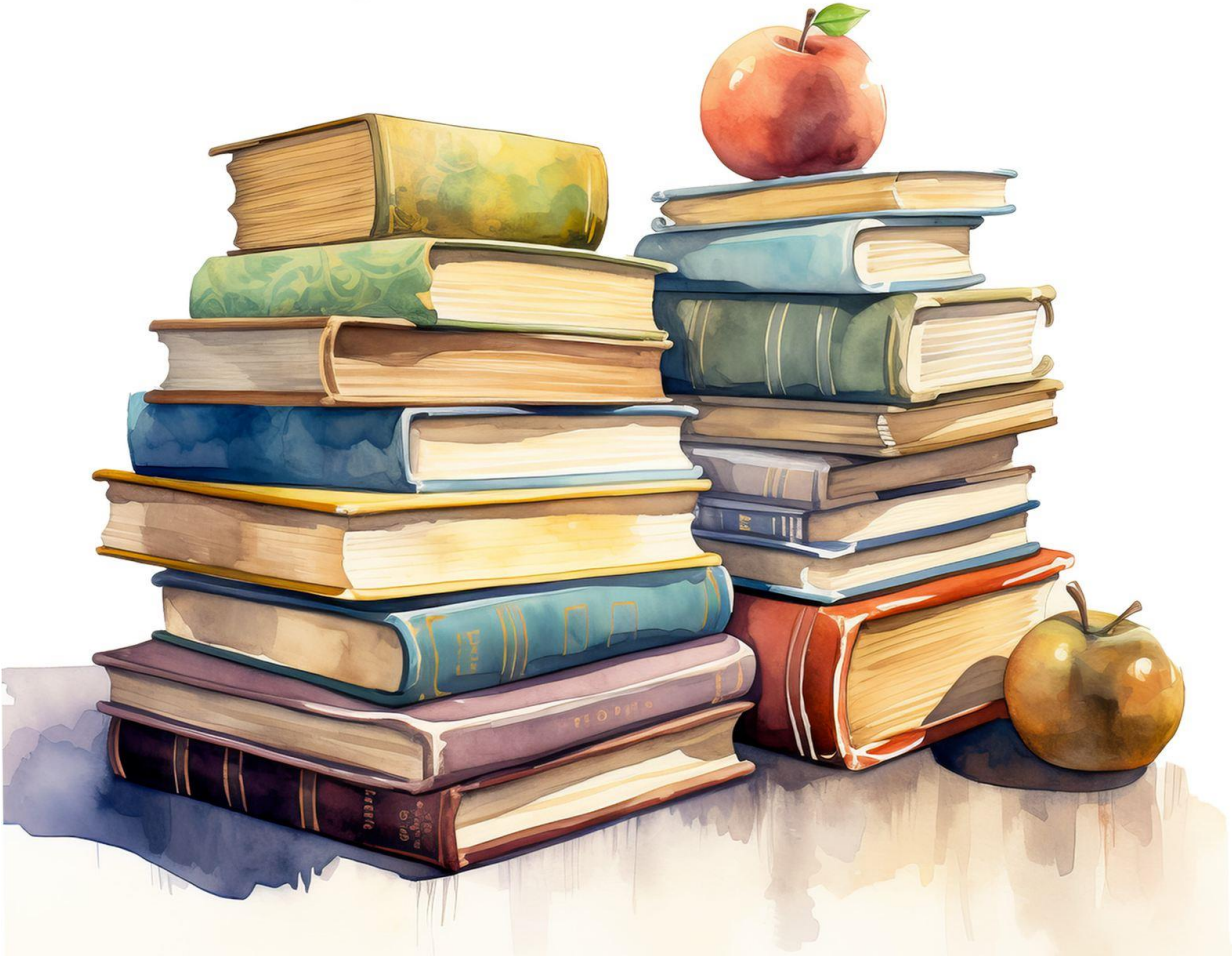
VIII. Comments from the Audience for Items not on the Agenda

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 three (3) minutes.

IX. Adjournment

Arkansas City
K A N S A S

CITY OF ARKANSAS CITY
OUTSTANDING
Student Award





City Commission Agenda Item

Meeting Date: May 5, 2026
From: Randy Frazer, City Manager & Tiffany Parsons, City Clerk
Item: 2026 Outstanding Student Award Recognitions

Motion: Recognize and honor Xavier Lawler, Cara Cales, and Dacey Morris as Arkansas City’s Outstanding Student Award scholarship recipients for 2025-2026.

Background: The **Outstanding Student Award** program was started in 1984. The City Commission implemented the program to recognize students who are outstanding examples of academic and civic excellence in our community. Each year, staff ask teachers, staff, and administrators at the Arkansas City Middle School, Arkansas City High School, and Cowley College to nominate students they think are qualified for this honor.

The **Outstanding Student Award Committee**, appointed by the Mayor and City Commission, receives all nominations from the three schools. Short, informal interviews are conducted with each nominee, and the committee then chooses three finalists from each school to represent the nominees.

From the nine (9) finalists, a top student is chosen for each school. Of the three top students, one (1) is chosen as the Overall City of Arkansas City Outstanding Student for that year and awarded a **\$1,000** scholarship, the first runner-up receives a **\$500** scholarship, and the second runner-up receives a **\$250** scholarship from the City of Arkansas City.

This year’s Overall Outstanding Student for Arkansas City is Cowley College student Dacey Morris. The first runner-up is Arkansas City Middle School student Cara Cales. The second runner-up is Arkansas City High School student Xavier Lawler. The top three students were announced at the April 20th Awards Banquet, where they were honored and received their certificates amongst family and friends.

Commission Options:

1. Introduce and award **Xavier Lawler** as second runner-up and formally present the \$250 scholarship.
2. Introduce and award **Cara Cales** as first runner-up and formally present the \$500 scholarship.
3. Introduce and award **Dacey Morris** as the 2025-2026 Overall Outstanding Student and formally present the \$1,000 scholarship.

Fiscal Impact: Amount: **\$1,700.00**

Fund: **01 - General** Department: **201 - Commission** Expense Code: **6217 - Contributions**

Included in budget Grant Bonds Other Not Budgeted

Approved for Agenda by:

Randy Frazer, City Manager



Pictured left to right: Xavier Lawler, Cara Cales, Dacey Morris, and Mayor Tad Stover



P R O C L A M A T I O N

WHEREAS, in 1993, the American Nurses Association declared **May 6-12** as the national week to celebrate and elevate the nursing profession, and each year, the celebration ends on **May 12**, which was Florence Nightingale’s birthday; and

WHEREAS, National Nurses Week is a time for everyone — individuals, employers, other health care professionals, community leaders and nurses — to recognize the vast contributions and positive impact of America’s over 4 million registered nurses, for their service, dedication, and daily sacrifices in caring for others and improving the health of patient; and

WHEREAS, National Hospital Week is **May 10-16, 2026**; and

WHEREAS, National Hospital Week celebrates the hospitals, health systems, and men and women who support the health and well-being of communities through dedication and care from the heart; and

WHEREAS, celebrating National Hospital Week provides an opportunity to thank all the dedicated individuals — physicians, nurses, therapists, engineers, food service workers, volunteers, administrators and more — for their contributions; and

WHEREAS, the hard-working people who staff our nation’s hospitals, including the registered nurses and other personnel at SCK Health, deserve universal regard and appreciation for keeping our community healthy and safe.

NOW, THEREFORE, the Mayor of the City of Arkansas City, Kansas, does hereby proclaim **May 6-12, 2026**, as

NATIONAL NURSES WEEK

and **May 10-16, 2026**, as

NATIONAL HOSPITAL WEEK

in Arkansas City and urge residents to express their appreciation for the people, facilities and technologies that make trustworthy, reliable health care possible in our community, and recognize this year’s National Nurses Week theme, “The Power of Nurses”, and National Hospital Week theme, “Healing Happens Here”.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal to be affixed.

TAD STOVER, MAYOR
May 5, 2026



P R O C L A M A T I O N

WHEREAS, Congress and the President of the United States of America have designated **May 15** as Peace Officers Memorial Day and the week in which May 15 falls as National Police Week; and

WHEREAS, members of the Arkansas City Police Department play an essential role in safeguarding the rights and freedoms of the citizens of our City; and

WHEREAS, it is important that all citizens know and understand the problems, duties, and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, protecting citizens against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the Arkansas City Police Department has grown to be a modern, scientific, and community-focused law enforcement agency that continually provides an essential and vital public service.

NOW, THEREFORE, the Mayor of the City of Arkansas City, Kansas, calls upon all citizens of Arkansas City to observe the week of **May 10-16, 2026**, as

NATIONAL POLICE WEEK

in Arkansas City, in recognition of this year’s theme, “Honoring Our Fallen, Supporting Our Survivors”, we encourage all members of our community to come together through appropriate ceremonies that in remembrance and appreciation. May we honor police officers, past and present, who by their faithful and loyal devotion to their duties have rendered a dedicated service to their communities and established an enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of Arkansas City to observe **Thursday, May 15, 2026**, as

PEACE OFFICERS MEMORIAL DAY

in honor of those law enforcement officers who, through their courageous deeds, have lost their lives or become disabled in the performance of duty.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal to be affixed.

TAD STOVER, MAYOR
May 5, 2026



P R O C L A M A T I O N

WHEREAS, the Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, the Office of the Professional Municipal Clerk is the oldest among public servants, and

WHEREAS, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Professor William Bennett Munro, author of one of the first textbooks written on the topic of municipal administration, wrote, "No other office in municipal service has so many contacts. It serves the Mayor, the City Council, the City Manager, and all administrative departments, without exception. All of them call upon it, almost daily, for some service or information"; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, The Municipal Clerk's Office serves as a critical link between the public and local government, promoting open access and public trust, while actively supporting community engagement through civic events and initiatives; and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, I, Tad Stover, Mayor of Arkansas City, Kansas do hereby recognize the week of **May 3-9, 2026**, as the 57th annual,

PROFESSIONAL MUNICIPAL CLERKS WEEK

and further extend appreciation to our City Clerk, Tiffany Parsons and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal to be affixed.

TAD STOVER, MAYOR
May 5, 2026

An Invitation to Celebrate Professional Municipal Clerks Week

On behalf of the International Institute of Municipal Clerks, we would like to extend a heartfelt invitation to Mayors, City Managers, Board Chairs, and Chief Executive Officers to join us in celebrating the 57th Annual Professional Municipal Clerks Week
May 3 to May 9, 2026

This annual observance offers a special opportunity to recognize and honor the critical role municipal clerks play in our communities. They are essential in ensuring transparency, efficiency, and the smooth operation of local government.

Municipal clerks are the backbone of local government operations, often working behind the scenes to oversee key functions like recordkeeping, election management, legislative documentation, and maintaining public trust through transparency and accountability. Their dedication is vital to the effective functioning of our municipalities.

We believe your recognition of municipal clerks would be a meaningful way to show appreciation for their hard work and commitment. Additionally, your participation will provide an opportunity to connect with clerks from across the region, exchange best practices, and explore ways to further support local governance.

We sincerely hope you can take part in this week of celebration. Your involvement will help highlight the invaluable contributions of municipal clerks to the communities they serve.

Thank you for considering this invitation. Here are a few ideas for how you can celebrate your clerks in your municipality: send flowers, treat them to breakfast or lunch, or celebrate at your Council Meeting. For additional information, please contact janis@iimc.com.





City Commission Agenda Item

Meeting Date: May 5, 2026
From: Chief of Police Jim Holloway
Item: Police Promotions

Motion: Recognize Police Department promotions of officers Dylan Hettenbach, Lucas Lyons, Madison Pickett and Adam Utt.

Background: Police Department – Introduction of officer promotions

The Arkansas City Police Department has completed a promotional process to fill open supervisory positions.

- 1) MPO Dylan Hettenbach promoted to Patrol Sergeant
- 2) MPO Lucas Lyons promoted to Patrol Sergeant
- 3) MPO Madison Pickett promoted to Patrol Sergeant
- 4) Officer Adam Utt promoted to Master Police Officer

Fiscal Impact: Amount:

Fund: Department: Expense Code:

Included in budget Grant Bonds Other Not Budgeted

Attachments:

Approved for Agenda by:

Randy Frazer, City Manager



City Commission Agenda Item

Meeting Date: May 5, 2026
From: Tiffany Parsons, City Clerk
Item: Approve April 21, 2026, Regular Meeting Minutes

Motion: Approve the April 21, 2026, 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 be "Randy Frazer", written over a horizontal line.

Randy Frazer, City Manager



CITY COMMISSION MEETING MINUTES

Tuesday, April 21, 2026 at 5:30 PM — Commission Room, City Hall — 118 W. Central Ave

Routine Business

1. Roll Call

PRESENT:

- Mayor Tad Stover
- Vice-Mayor Steve Lungren
- Commissioner Chad Beeson
- Commissioner David Colquhoun
- Commissioner Charles Tweedy III

ABSENT:

City staff present: City Manager Randy Frazer, City Clerk Tiffany Parsons, Environmental Services Superintendent Kyle Blubaugh, IT Manager Matt Metzinger, and Public Services Parks & Facilities Supervisor Connie Moore.

- 2. Opening Prayer led by Pastor Roger White of Church of God In Christ and Pledge of Allegiance led by Mayor Tad Stover.
- 3. There were no additions or deletions to the agenda.
- 4. Approval of the Agenda.

Motion made by Commissioner Tweedy III, seconded by Commissioner Colquhoun, to approve the agenda as written.

Voice Voting Aye: Mayor Stover, Vice-Mayor Lungren, Commissioner Beeson, Commissioner Colquhoun, and Commissioner Tweedy III. Mayor Stover declared the motion approved.

Awards and Proclamations

- 1. Mayor Stover proclaimed May 3-9, 2026 as Public Service Recognition Week in Arkansas City.
- 2. Mayor Stover proclaimed May 17-23, 2026 as National EMS Week in Arkansas City.

Consent Agenda

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

- 1. Approve the April 7, 2026, regular meeting minutes as written.
- 2. A Resolution scheduling a public hearing for June 16, 2026, at 5:30 PM in the Commission Chambers at City Hall to determine if structures located at **413 N 1st ST, 701 N B ST, 836 S C ST, and 219 N Summit ST** are unsafe and dangerous.
- 3. Ratify Mayor Tad Stover’s appointment of Jennifer Jennings to the Northwest Community Center Advisory Board.

Motion made by Commissioner Beeson, seconded by Commissioner Tweedy III, to approve the Consent Agenda as written.

*Voice Voting Aye: Mayor Stover, Vice-Mayor Lungren, Commissioner Beeson, Commissioner Colquhoun, and Commissioner Tweedy III. Mayor Stover declared the motion approved; given **Resolution No. 2026-04-3828.***

1. **April 22 – Splash Pad Testing & Opening Timeline** - Staff will test and train on splash pad operations, with the facility expected to open to the public around Memorial Day, pending grass establishment.
2. **April 24 – Cowley County Economic Development Meeting** - A countywide economic development planning discussion will be held at Southwestern College, 100 College St., Winfield, KS in Deets Library at 1 p.m., facilitated by KU's Public Management Center.
3. **April 30 – Fire Station Project Kickoff** - C The City will hold a kickoff meeting with Crossland Construction to begin design planning and refine cost estimates for a new fire station.
4. **May 1 – ETZANOA VIP Grand Opening** - Commissioners were reminded of the ETZANOA VIP Grand Opening event.
5. **May 4 – Cox Communications Meeting** - City staff will meet with Cox representatives to discuss telecommunications services and infrastructure needs.
6. **May 12 – Madison Street Overlay Project** - Bids will be opened for the Madison Street mill and overlay project, funded primarily through a state CCLIP grant with local matching funds.
7. **May 22 – External Agencies Budget Work Session** - The first budget work session will focus on external agencies, with invitations extended to local legislators to observe the budgeting process.
8. **Pickleball Court Project Update** - Construction is progressing, pad pouring happened today and light poles went up. Completion is anticipated by May 18, including painting and final improvements.
9. **F Street Bridge Project** - Engineering is nearly complete, with bidding expected soon and construction anticipated to begin in September. This is another state grant the city received to replace the bridge.
10. **Sleigh Addition Street Improvements** - Ongoing street and infrastructure improvements, including asphalt work and a railroad crossing upgrade, will enhance transportation in the area.

Items for Discussion by City Commissioners

Commissioner Beeson reported positive feedback on the ongoing Sleeth Addition street work, noting high-quality results, strong community appreciation, and cost-effective savings. City Manager Frazer attested to a successful partnership approach between the contractor and city staff.

Comments from the Audience for Items not on the Agenda

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- Roger White, 1301 W Chestnut Ave. – expressed ongoing concerns about severe drainage issues and flooding near 12th Street and Chestnut Avenue, noting repeated temporary fixes have not resolved the problem, and requested a permanent solution as the conditions impact property access and nearby homes. Commissioner Beeson mentioned that stormwater, lack of curb and gutter, and grade made be at hand, City Manager Frazer will send city stormwater staff out to assess elevations and follow-up.

Financial Summary

1. March 2026 Financial Summary provided for review.

Adjournment

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

Voice vote was unanimous in favor of the motion. Mayor Stover declared the motion approved and meeting adjourned.

THE CITY OF ARKANSAS CITY
BOARD OF CITY COMMISSIONERS

(Seal)

Tad Stover, Mayor

ATTEST:

Tiffany Parsons, City Clerk

Prepared by: Tiffany Parsons, City Clerk

DRAFT



City Commission Agenda Item

Meeting Date: May 5, 2026
 From: Randy Frazer, City Manager & Jennifer Waggoner, Finance Director/Treasurer
 Item: Request from SCK Health for Distribution of Tax Funds for Uncompensated Care

Motion: *Consent Agenda:* A Resolution authorizing the City of Arkansas City to allocate Unpledged Healthcare Sales Tax Funds in the amount of \$37,204.00 to SCK Health for uncompensated care provided to the community, consistent with Ordinance No. 2019-02-4481 and the City’s intent to annually appropriate available revenues for health care purposes. **(Voice Vote)**

Background: A request letter dated April 28, 2026, was submitted by SCK Health to the City of Arkansas City for funds in the amount of \$37,204.00. This request is for reimbursement of charity care provided by SCK Health to community members who are unable to pay for medical services.

Pursuant to Ordinance No. 2019-02-4481, the City has committed to annually appropriate certain available revenues for operational expenses incurred in delivering uncompensated care.

SCK Health has provided supporting documentation of charity care costs for the total amount requested, consistent with prior practices and City policy regarding the use of these funds. Staff recommend approval of this request in alignment with the City’s ordinance and long-standing commitment to support local healthcare services through the use of dedicated sales tax revenues.

Commission Options:

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

Fiscal Impact: Amount: **\$37,204.00**

Fund: **45 - Unpledged Healthcare Sales Tax Fund** Department: **100 - General Government**

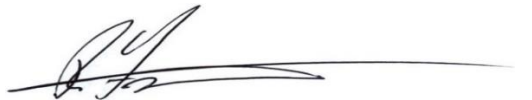
Expense Code: **8110 - Distribution to other Agency**

Included in budget Grant Bonds Other Not Budgeted

Attachments:

- Resolution
- Request Letter from SCK Health dated April 28, 2026
- Charity Care Summary Documentation

Approved for Agenda by:



Randy Frazer, City Manager

RESOLUTION NO. 2026-05-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ALLOCATE UNPLEDGED HEALTHCARE SALES TAX FUNDS IN THE AMOUNT OF \$37,204.00 TO SOUTH CENTRAL KANSAS (SCK) HEALTH, FOR UNCOMPENSATED CARE PROVIDED IN THE COMMUNITY, CONSISTENT WITH ORDINANCE NO. 2019-02-4481 AND THE CITY'S INTENT TO ANNUALLY APPROPRIATE AVAILABLE REVENUE FUNDS FOR HEALTHCARE PURPOSES.

WHEREAS, SCK Health submitted a request dated April 28, 2026, for reimbursement in the amount of \$37,204.00 for charity care provided to community members unable to pay for medical services; and

WHEREAS, SCK Health provided documentation supporting the costs of this charity care, consistent with City policy and past practice for the use of healthcare sales tax funds; and

WHEREAS, in accordance with Ordinance No. 2019-02-4481, the City intends to annually allocate available revenue to support uncompensated healthcare services, and staff recommends approval of this request.

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

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to allocate \$37,204.00 to South Central Kansas (SCK) Health for uncompensated care provided to the community, consistent with Ordinance No. 2019-02-4481 and the City's intent to annually appropriate available revenue funds for healthcare purposes. A letter of request and supporting documentation from SCK Health is attached hereto and incorporated for reference.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 5th day of May 2026.

(Seal)

ATTEST:

Tad Stover, Mayor

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. 2026-05-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on May 5, 2026, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



April 28, 2026

City of Arkansas City, Kansas
Attn: Jennifer Waggoner
118 West Central
Arkansas City, KS 67005

Dear Jennifer,

I am writing to request Compensating Use Tax Funds from the city in the amount of \$37,204.00. The Charity Care details are enclosed that support this amount. Thank you for your assistance with this request.

SCK Health is appreciative of the tax support for uncompensated care provided to the community.

Appreciated,

Margaret Grismer
CEO

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|----------|-------|------------------------|----|-----------|------------|
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -4675.98 | 10/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -127.43 | 10/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -3045.51 | 10/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -5328.96 | 10/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -4566.06 | 10/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -3765.51 | 10/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -1090.00 | 10/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -1577.70 | 10/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -386.50 | 10/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -1460.00 | 10/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -1475.00 | 10/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -14.34 | 10/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -11501.02 | 10/31/2022 |

3/24/26
 Remaining \$ 7,350.21
~~\$ 4,940.757~~
 \$ 2,409.46

****TOTAL** CHARITY CARE W/OFF -14 -39025.01 -39025.01**

Nov-22 NONE

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|----------|-------|------------------------|----|----------|------------|
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | 1 | 15.48 | 12/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | 1 | 599.51 | 12/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -170.00 | 12/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -269.00 | 12/31/2022 |
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| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -268.82 | 12/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -1258.70 | 12/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -5146.01 | 12/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -65.00 | 12/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -65.00 | 12/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -65.00 | 12/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -65.00 | 12/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -90.00 | 12/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -21.00 | 12/31/2022 |
| 50715000 | 99031 | CHARITY CARE WRITE-OFF | -1 | -6712.01 | 12/31/2022 |

4/28/26
 Remaining \$ 37,362.48
~~237,204.007~~
 \$ 158.48



City Commission Agenda Item

Meeting Date: May 5, 2026
From: Environmental Services
Item: B&M Water Supply and Demand Study
Engineering Services Agreement

Motion: A Resolution authorizing the execution of a Professional Engineering Services Agreement with Burns & McDonnell for a Water Source & Supply Study, in an amount not to exceed \$80,000.00. **(Voice Vote)**

Background:

As water demand continues to grow with increased usage and anticipated future growth, expanding the City's raw water supply capacity has become a critical priority. The existing wellfield has shown promising indicators for the development of additional wells, but a thorough evaluation of current supply conditions and subsurface data is required before any new production wells can be designed, permitted, or constructed. This study is the necessary first step toward that expansion.

The scope includes evaluation of existing wellfield operations data and individual well performance, hydraulic analysis of the raw water collection and transmission piping, review of KDHE and DWR criteria to identify locations for up to three (3) test wells, observation of test drilling, water quality sampling (KDHE Appendix B, PFAS, Ammonia, and TOC), and a technical memorandum summarizing results and guidance for next steps on municipal well permitting and design. Staff recommends approval of the Letter Agreement with Burns & McDonnell Engineering Company, Inc. in an amount not to exceed \$80,000.

Commission Options:

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

Fiscal Impact: Amount: **\$80,000.00**

Fund: **(16) Water** Department: **(651) WTP** Expense Code: **(6220) Engineering Service**

Included in budget Grant Bonds Other Not Budgeted

Attachments: Resolution & Letter Agreement - Professional Services Engineering Services Study.

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2026-05-_____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. FOR A WATER SOURCE AND SUPPLY STUDY, IN AN AMOUNT NOT TO EXCEED \$80,000.00.

WHEREAS, the City of Arkansas City, Kansas, is experiencing increased water demand due to current usage and anticipated future growth, making the expansion of the City’s raw water supply capacity a critical priority; and

WHEREAS, the City’s existing wellfield has demonstrated potential for the development of additional wells, but a comprehensive evaluation of current supply conditions, well performance, and subsurface data is necessary prior to the design, permitting, or construction of new production wells; and

WHEREAS, the proposed Water Source and Supply Study by Burns & McDonnell Engineering Company, Inc. will include evaluation of existing wellfield operations, hydraulic analysis of raw water infrastructure, identification of potential test well locations in accordance with regulatory criteria, observation of test drilling, water quality sampling, and preparation of a technical memorandum to guide future municipal well permitting and design.

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

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to enter into a Professional Engineering Services Agreement with Burns & McDonnell Engineering Company, Inc. for a Water Source and Supply Study, in an amount not to exceed \$80,000.00.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas this 5th day of May 2026.

(Seal)

Tad Stover, 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. 2026-05-_____ of the City of Arkansas City, Kansas adopted by the governing body on May 5, 2026 as the same appears of record in my office.

DATED: _____

Tiffany Parsons, City Clerk

LETTER AGREEMENT FOR PROFESSIONAL SERVICES

April 22, 2026

Kyle Blubaugh
City of Arkansas City
2929 N. Second St
Arkansas City, KS 67005

Re: Professional Engineering Services for Source & Supply Study

Dear Mr. Blubaugh,

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

PROJECT:

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

- A. Evaluate the existing raw water supply and provide recommendations for modifications to increase water supply capacity to address City's increased demands and potential growth.

SCOPE OF SERVICES:

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

- A. Project Management:
 - 1. Provide communication between the CLIENT and project team throughout the project via bi-weekly conference calls or in person meetings.
 - 2. Conduct quality control throughout the duration of the project.
 - 3. Provide regular communications on schedule, resource allocations, and budget.
 - 4. Facilitate monthly coordination meetings throughout the duration of the project and provide a record of meeting agendas, meetings attendees, and meeting minutes.
- B. Evaluation of Existing Wellfield Operations Data
 - 1. Review CLIENT provided data on existing wellfield performance metrics such as well production rates, net wellfield production capacity, static water levels, specific capacity, pumping water levels, and pressures.
 - 2. Develop a table of individual well performance metrics for baseline comparison against historic net wellfield yield capacity trends.
- C. Evaluation of Wellfield Raw Water Collection and Transmission Piping
 - 1. Conduct measurement and documentation of wellfield pipeline operating conditions number and identity of wells in operation, individual well flow, total wellfield flow, pressures at each wellhead, and pressures where available along the raw water transmission pipeline.
 - 2. Evaluate hydraulics of existing raw water pipeline and identify potential restrictions.
 - 3. If hydraulic issues are identified, provide recommendations on next steps.
- D. Evaluation of Potential New Wells
 - 1. Review KDHE minimum design criteria for new sources of supply and DWR well spacing requirements and select locations for test drilling.

City of Arkansas City
April 22, 2026
Page 2 of 4

2. Provide the CLIENT with a sample scope for CLIENT to contract with Test Driller for drilling of up to (3) test wells.
3. Observe test drilling activities by CLIENT’s Contractor:
 - a. Provide observation of test drilling, monitoring well construction, and well development, and production activities.
 - b. Collection of lithologic samples at a minimum interval of five feet and development of a lithologic log.
4. Water Quality Sampling
 - a. Collect one (1) water quality sample from the new monitoring well upon completion of well development and submit samples to be analyzed for the analytes in KDHE “Appendix B Water Quality Testing For New Public Water Supply Sources”
 - b. Collect one (1) water quality sample from monitoring well and submit samples to a laboratory certified by KDHE to be analyzed for per and polyfluoroalkyl substances (PFAS) in accordance with Environmental Protection Agency methods 533 and 537.1.
 - c. Collect one (1) water quality sample from the new monitoring well for Ammonia, and Total Organic Carbon (TOC).
5. Evaluate data gathered from test drilling for impacts to preliminary municipal well design
6. Provide a technical memorandum summarizing test drilling results, monitoring well construction, preliminary well design parameters, KDHE design criteria considerations, and guidance for next steps regarding municipal well permitting and design.

RESPONSIBILITIES OF CLIENT:

It is our understanding CLIENT will provide the following:

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

SCHEDULE:

- A. Time of service shall be 90 calendar days from receipt of field data from City’s test well contractor.

COMPENSATION:

- A. Amount of Payment
 1. For Services performed, CLIENT shall pay CONSULTANT as follows:
 - a. For time spent by personnel, payment at the hourly rates indicated in the attached "Schedule of Hourly Professional Service Billing Rates" Form BMR26-6A. Such rates include overhead and profit. The rate schedule is effective to December 31, 2026, and will be increased annually thereafter.
 - b. For photocopy, telephone, fax, normal computer usage and computer-aided drafting (CAD), and mail, a technology charge per labor hour as specified on the rate schedule in effect at the time the Service is provided.

City of Arkansas City
April 22, 2026
Page 3 of 4

- c. For expenses incurred by CONSULTANT, such as authorized travel and subsistence, including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to CONSULTANT plus ten percent (10%).
 - d. For reproduction, company vehicle usage, and testing apparatus, amounts will be charged according to the CONSULTANT's standard rates in effect at the time the Service is provided.
 - e. For Services rendered by other firms or individuals as subcontractors to CONSULTANT, including but not limited to surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, environmental data base search, photos, or other activities required or requested by CLIENT, the same will be billed at the cost to CONSULTANT plus ten percent (10%). Expenses incurred by such outside consultants in service to CLIENT shall be reimbursable in accordance with 1.c. above.
- 2. Taxes: Any sales or use taxes, or their equivalent, imposed by state, local or other authorities shall be in addition to the compensation stated under "Amount of Payment."
 - 3. Total payment for the Scope of Services described herein is not to exceed eighty-thousand Dollars (\$80,000), which amount shall not be exceeded without prior written consent of CLIENT.
 - 4. Statements:
 - a. Monthly statements shall be submitted by CONSULTANT to CLIENT covering Services performed and expenses incurred during preceding month.
 - b. Statements will set forth: hours worked by each person, total hours worked and total labor billing, and a summary of expenses and charges. Upon request, documentation of reimbursable expenses included in the statement will be provided.

TERMS AND CONDITIONS:

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

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

Sincerely,

Dana Hinderliter
Project Manager

Jason Garder
Project Director

Enclosures:

- Schedule of Hourly Professional Service Billing Rates
- Terms and Conditions for Professional Services

City of Arkansas City
April 22, 2026
Page 4 of 4

ACCEPTED:

CITY OF ARKANSAS CITY

By: _____

Title: _____

Date: _____

Schedule of Hourly Professional Service Billing Rates

| Position Classification | Classification Level | Hourly Billing Rate |
|----------------------------|-------------------------|------------------------|
| General Office * | 5 | \$83.00 |
| Technician * | 6 | \$105.00 |
| Assistant * | 7 | \$127.00 |
| | 8 | \$176.00 |
| | 9 | \$208.00 |
| Staff * | 10 | \$237.00 |
| | 11 | \$256.00 |
| Senior | 12 | \$292.00 |
| | 13 | \$316.00 |
| Associate | 14 | \$324.00 |
| | 15 | \$326.00 |
| | 16 | \$328.00 |
| | 17 | \$332.00 |

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, related, or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2026, and are subject to revision thereafter. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

| | |
|--|--|
| Project: Source and Supply Study | Date of Letter, Proposal, or Agreement: |
| Client: City of Arkansas City, Kansas | Client Signature: |

1. SCOPE OF SERVICES

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

2. PAYMENTS TO BMcD

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

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

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

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

4. INDEMNIFICATION

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

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

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

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

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

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

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

6. PERIOD OF SERVICE AND SCHEDULE

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

7. COMPUTER PROGRAMS OR MODELS

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

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

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

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

9. DOCUMENTS

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

for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

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

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

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

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

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

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

13. CHANGES

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

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of

the terminating party. If so terminated, Client shall pay to BMcD the amounts due BMcD for all services properly rendered to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

Section , Item 1.

15. DISPUTES, NEGOTIATIONS, MEDIATION

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

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

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

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

16. WITNESS FEES

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

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

17. CONTROLLING LAW

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

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

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

19. ENTIRE CONTRACT

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

20. SEVERABILITY

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

- END -



City Commission Agenda Item

Meeting Date: May 5, 2026
From: Kyle Blubaugh, Environmental Services
Item: Layne - Test Well Drilling Bid Agreement

Motion: A Resolution authorizing the City of Arkansas City to accept a bid submitted by Layne Christensen Company and enter into an agreement for the drilling of up to 3 test wells and related monitoring services, in support of the Water Source and Supply Study, in an amount not to exceed \$49,234.00. **(Voice Vote)**

Background:

Staff is requesting Commission approval of a bid proposal from Layne Christensen Company for test drilling and monitor well installation services in the amount of \$49,234.00, in support of the Source & Supply Study being performed by Burns & McDonnell Engineering Company, Inc. The Burns & McDonnell scope of services requires the City to separately contract with a qualified test drilling contractor to perform the field work that the engineer will observe and evaluate. Layne is a regionally established drilling contractor with extensive municipal water supply experience, and their proposal aligns with the test drilling parameters identified in the engineer's scope. Staff recommends approval of the proposal from Layne Christensen Company in the amount of \$49,234.00.

Commission Options:

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

Fiscal Impact: Amount: **\$49,234.00**

Fund: **(16) Water** Department: **(651) WTP** Expense Code: **(6214) Other Professional Services**

Included in budget Grant Bonds Other Not Budgeted

Attachments: Resolution, Bid Tabulation, Layne Proposal

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2026-05-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY, KANSAS, TO ACCEPT THE BID SUBMITTED BY LAYNE CHRISTENSEN COMPANY AND TO ENTER INTO AN AGREEMENT FOR THE DRILLING OF UP TO THREE (3) TEST WELLS AND RELATED MONITORING SERVICES, IN SUPPORT OF THE WATER SOURCE AND SUPPLY STUDY, IN AN AMOUNT NOT TO EXCEED \$49,234.00.

WHEREAS, the City of Arkansas City, Kansas, is undertaking a Water Source and Supply Study to evaluate and plan for current and future water supply needs; and

WHEREAS, the scope of the study, being conducted by Burns & McDonnell Engineering Company, Inc., requires the drilling of test wells and installation of monitoring wells to obtain field data necessary for evaluation and analysis; and

WHEREAS, Layne Christensen Company has submitted a bid to provide labor and materials for the drilling of up to three (3) test wells and related monitoring services, and staff has determined that the bid is responsive and consistent with the project requirements.

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 the bid submitted by Layne Christensen Company and to enter into an agreement for the drilling of up to three (3) test wells and related monitoring services in support of the Water Source and Supply Study, in an amount not to exceed \$49,234.00.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas this 5th day of May 2026.

(Seal)

Tad Stover, 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. 2026-05-_____ of the City of Arkansas City, Kansas adopted by the governing body on May 5, 2026 as the same appears of record in my office.

DATED: _____

Tiffany Parsons, City Clerk

Test Well Drilling Bid Tabulation

| COMPANY | Layne | Rosencrantz Bemis | Sargent |
|---------------|--|--|----------------|
| TOTAL COST | \$49,234.00 | \$49,998.00 | No Bid |
| Delivery Cost | N/A | N/A | |
| DELIVERY TIME | Mobilization After Acceptance of Cotract | Mobilization After Acceptance of Cotract | |
| MEET SPECS | Yes | Yes | |



March 20, 2026

City of Arkansas City
 PO Box 778
 Arkansas City, Kansas 67005
 Attn: Mr. Kyle Blubaugh
 kblubaugh@arkansascityks.gov

RE: Test Drilling and Monitor Well Installation

Layne Christensen Company (Layne) is pleased to present this scope of work and cost proposal for the above referenced project. Layne's scope of work is outlined below.

Phase I – South Site Test Drilling Services & Piezometer Well

Layne will mobilize a test drilling rig and crew to complete one (1) test hole of at least 4.75 minimum diameter at the potential well location identified. Formation samples will be collected at 5-foot intervals throughout the borehole. Layne will then ream to a diameter of at least 6", construct & develop a 2-inch diameter schedule 80 PVC 20 slot screened piezometer well.

Phase II – North Site Test Drilling Services & Monitor Well

Layne will mobilize a test drilling rig and crew to complete up to two (2) test holes of at least 4.75 minimum diameter at the potential well locations identified. Formation samples will be collected at 5-foot intervals throughout the borehole. If test hole location is compatible with municipal well conditions Layne will then ream to a diameter of at least 8", construct & develop a 4-inch diameter schedule 80 PVC 20 slot screened monitor well.

Pricing is as follows:

| Item | Description | Unit | Est. Qnt'y | Unit Price | Total Est. Price |
|------|---|------|----------------|------------|------------------------|
| 1 | TEST HOLE RIG & CREW MOBILIZATION/ DEMOBILIZATION | EA | 1 | \$6,300.00 | \$6,300.00 |
| 2 | TEST HOLE DRILLING | EA | 2 3 | \$8,823.00 | \$17,646.00 |
| 3 | PIEZOMETER WELL CONSTRUCTION & DEVELOPMENT | EA | 1 | \$7,685.00 | \$7,685.00 |
| 4 | MONITOR WELL CONSTRUCTION & DEVELOPMENT | EA | 1 | \$8,780.00 | \$8,780.00 |
| | | | | | |

\$26,469.00



Along with this scope of work, the following clarifications apply to this offer:

- 1) Based on mutually agreeable terms and conditions.
- 2) Layne will require the well site to be clear of any obstructions and that the site is accessible with truck mounted drilling equipment, pump service equipment and other equipment, as necessary. This may require that access roads and/or site drilling pads be provided depending on the site conditions at the time of drilling.
- 3) Layne will require the static water level to be at least 12-feet below grade to safely proceed with drilling using reverse circulation methods.
- 4) Layne cannot guarantee water quantity or quality.
- 5) Layne has not included the cost of the water quality testing.
- 6) Layne assumes that all drill cuttings and drill fluids can be left on site without the need for containerization or transportation.
- 7) Layne assumes this project site is free of environmental contaminants, and discovery of any such contaminants during field operations will require us to stop work and re-evaluate the scope and price for continuing the work.
- 8) Layne assumes existing city wells will be used as source of water for drilling operations free of charge.
- 9) Layne has not included the following: electrical, pump/motor controls, surface completions, discharge piping, elevated platforms, concrete work, SCADA, and/or site restoration.
- 10) No taxes or bonds have been included.

Sincerely,

Cade Canaday

Project Manager

1011 W Harry Street

Wichita, KS 67213

Office: 316-264-5365 | **Cell:** 316-285-5733

Email: cade.canaday@gcinc.com