



CITY COMMISSION MEETING AGENDA

Tuesday, February 17, 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. Proclaim March 2-6, 2026 as Severe Weather Awareness Week in Arkansas City.
2. Proclaim March 2026 as Developmental Disabilities Awareness 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 February 3, 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 \$35,481.10 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.
3. Ratify Mayor Tad Stover's appointment of Diana Spielman to the Planning Commission/Board of Zoning Appeals Committee
4. A Resolution authorizing a change order submitted by Kuhn Mechanical for additional work completed on the Emergency Sewer Main Replacement Project under the BNSF Railway, including replacement and installation of approximately 57 feet of defective piping and tie-in to the existing manhole on Birch Ave., in the amount of \$9,867.00.

IV. New Business

City Manager Department

1. A Resolution authorizing an agreement with Environmental Systems Research Institute (Esri), to provide cloud based hosted GIS services, for three years in an amount not to exceed \$61,800.00. (**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 three (3) minutes.

VIII. Financial Summary

1. January 2026 Financial Summary

IX. Adjournment



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

WHEREAS, Severe Weather Awareness Week is an annual opportunity to raise awareness about the importance of preparing for and understanding severe weather and flooding in Kansas, and to encourage all citizens to prepare their homes, businesses, and communities better for the upcoming storm and flood season; and

WHEREAS, the Kansas Hazard Mitigation Plan identifies severe weather and flooding as some of the costliest types of natural disasters in Kansas, in terms of lost lives, injuries and property damage; and

WHEREAS, severe weather events – including thunderstorms, lightening, tornadoes, large hail, high winds, and floods can annually threaten people, pets, livestock, homes and other property in every county in Kansas; and

WHEREAS, severe weather events can happen anytime, anywhere and without prior warning, so remaining informed and alert is a well-established part of Kansas culture; and

WHEREAS, flood damage is not normally covered under a standard homeowner's insurance policy; and

WHEREAS, the State of Kansas, in conjunction with the National Oceanic and Atmospheric Administration's National Weather Service, will observe Severe Weather Awareness Week on **March 2-6**; and,

WHEREAS, this week aims to educate residents on various severe weather topics and includes a state-wide tornado drill scheduled for Friday, March 6th at 11 a.m. in Cowley Co, Kansas.

NOW, THEREFORE, I, Tad Stover, Mayor of City of Arkansas City, Kansas, do hereby proclaim and recognize the first week of **March 2026**, as

SEVERE WEATHER AWARENESS WEEK

in the City of Arkansas City, Kansas, and urge all citizens to recognize this observance with appropriate readiness and preparedness actions, and further call upon and urge all citizens to consider becoming more educated about severe weather threats by taking part in the free annual presentation of "**Storm Fury on the Plains**" that will be offered this year at **6:30 p.m. on Tuesday, March 24, 2026**, at Cowley Cinema 8.

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

TAD STOVER, MAYOR
February 17, 2026



PROCLAMATION

WHEREAS, the month of March has been designated as “National Intellectual and Developmental Disabilities Awareness Month” in order to celebrate and recognize people with disabilities; and

WHEREAS, disability is a natural part of the human experience and in no way diminishes the right of people with disabilities to make choices, contribute to society, and experience in full the many blessings of American society; and

WHEREAS, family members, friends, and the community at large all play a role in supporting people with disabilities as they pursue their dreams; and

WHEREAS, the goals of this City properly include helping people with disabilities to realize full access to housing, employment, and the recreational activities which help to create productive and satisfying lives, and also to live as independently as possible.

NOW, THEREFORE, The Mayor of the City of Arkansas City, Kansas, does hereby proclaim the month of **March 2026** as

INTELLECTUAL AND DEVELOPMENTAL DISABILITIES AWARENESS MONTH

in Arkansas City, and call upon the citizens of Arkansas City to observe this month with appropriate programs and activities, and furthermore, encourage the citizens of Arkansas City to seek information from those organizations with expertise in matters concerning professionals who support individuals with intellectual and developmental disabilities.

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

TAD STOVER, MAYOR
February 17, 2026



City Commission Agenda Item

Meeting Date: February 17, 2026

From: Tiffany Parsons, City Clerk

Item: Approve February 3, 2026, Regular Meeting Minutes

Motion: Approve the February 3, 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 read "Randy Frazer".

Randy Frazer, City Manager



CITY COMMISSION MEETING MINUTES

Tuesday, February 3, 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 Attorney Larry Schwartz, City Manager Randy Frazer, City Clerk Tiffany Parsons, Communications Director Shana Adkission, Environmental Services Superintendent Kyle Blubaugh, Engineer-EMT Tanner McClure, Human Resources Director Marl McFarland, Police Chief Jim Halloway, Police, Police Captain Jason Legleiter, Officer Hailey Lander, Animal Control Officer Eric Petry, and Principal Planner Josh White.

2. Opening Prayer led by Pastor Steve Rankin of First United Methodist Church 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 Beeson, 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 Tad Stover proclaimed February 12, 2026, as Day of Hope in Arkansas City, presenting the proclamation to Hope Squad of Cowley County lead by USD 470 Safety & Security Coordinator, Eric Burr.

Recognition of Visitors/Staff

1. Officer Hailey Ladner, who was nominated for the Veterans of Foreign Wars State of Kansas Officer of the Year Award, was recognized by VFW Past Commander Michael Holland.

Consent Agenda

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

1. Approve the January 20, 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 \$8,799.00 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.

3. Ratify Mayor Tad Stover's re-appointment of:

- Duane Ostmann to the **Historic Preservation Board**
- Lloyd Colston to the **Planning Commission/Board of Zoning Appeals Board**

Motion made by Commissioner Beeson, seconded Vice-Mayor Lungren, 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. 2026-02-3797**.*

City Clerk Parsons offered the following items for consideration.

New Business

Fire/EMS Department

1. A Resolution authorizing the City of Arkansas City to accept a quote submitted by Fire Master Fire Equipment. to purchase Genesis spreader and cutter extrication tools, for an amount not to exceed \$24,444.00.

Motion made by Vice-Mayor Lungren, seconded by Commissioner Colquhoun, to approve the item 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. 2026-02-3798**.*

Environmental Services Department

1. A Resolution authorizing the City of Arkansas City to allow the rehabilitation of the 12" Sewer line from Linden to Birch between C St. and D St., utilizing Nowak Construction Company, Inc. to purchase materials and service equipment for an amount not to exceed \$178,996.00.

Motion made by Commissioner Beeson, seconded by Commissioner Tweedy III, to approve the item 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. 2026-02-3799**.*

2. A Resolution authorizing the City of Arkansas City to accept a bid submitted by Friendly Ford to purchase a new 2026 Ford Maverick Truck, for an amount not to exceed \$31,472.84.

Motion made by Vice-Mayor Lungren, seconded by Commissioner Beeson, to approve the item 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. 2026-02-3780**.*

3. A Resolution authorizing the City of Arkansas City to accept a bid submitted by Red Equipment to purchase of a Combination Jet/Vacuum Truck for an amount not to exceed \$559,000.00, and to pursue lease bids for financing.

Motion made by Commissioner Beeson, seconded by Commissioner Tweedy III, to approve the item 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. 2026-02-3781**.*

City Manager Department

1. A Resolution authorizing the City Manager to execute the Fiscal Year 2024 Safe Streets and Roads for All (SS4A) Grant Agreement with the U.S. Department of Transportation, Federal Highway Administration, and to take any actions necessary to implement the agreement.

Motion made by Commissioner Beeson, seconded by Commissioner Tweedy III, to approve the item 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. 2026-02-3782**.*

2. A Resolution accepting a Kansas Small Cities Community Development Block Grant Award for park improvements, authorizing the Mayor and City Clerk to sign and seal Grant Agreement No. 25-PF-027 and attachments.

Motion made by Commissioner Beeson, seconded Vice-Mayor Lungren, to approve the item 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. 2026-02-3783**.*

3. An Ordinance adopting the budgeted pay plan and repealing Ordinance No. 2025-12-4649, to become effective February 7, 2026.

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

*Roll Call Voting Aye: Mayor Stover, Vice-Mayor Lungren, Commissioner Beeson, Commissioner Colquhoun, and Commissioner Tweedy III. Mayor Stover declared the motion approved; given **Ordinance No. 2026-02-4652**.*

City Manager Updates & Reminders

1. **Kansas Department of Commerce SIGNS Grant Program Opportunity:** Ranson Financial Grant Writer/Administrator Crystal Hinnen and City Staff will host a Business Signs Grant informational meeting on Wednesday, February 11th at 5:30 p.m. at City Hall, 118 W. Central Ave., for local business owners interested in learning more about the grant qualifications. This meeting will be live-streamed on the City of Arkansas City's YouTube channel.
2. **Greensand Filter Project:** Staff will meet with the contractor on February 4 to review pricing and bids received.
3. **Splash Pad Construction:** New Splash Pad equipment has been delivered, due to snow and mud on site, construction is expected to begin February 9th, weather permitting.
4. **Landscape Architecture & Playground Equipment Kickoff:** Kickoff meeting with the landscape architect is scheduled for February 11th to begin the process for equipment selection and project planning.
5. **Supervisor Training:** An additional supervisor training session will be held on February 12th. Previous sessions have been well-received and considered beneficial for supervisors.
6. **Annual Audit:** Auditors will be on site February 18–19th to complete the 2025 audit.
7. **CDBG Awards Ceremony:** A Community Development Block Grant awards ceremony will take place on March 11 in Topeka. The City will receive recognition and checks for two grants, for housing and playground equipment.
8. **Mill & Overlay – Madison Street:** The let date for the CCLIP Mill and Overlay Project on Madison Street has been moved to May 2026 from the original letting date was February. The project remains on track.
9. **Handout provided to commissioners:**
 - Kansas Municipal Utility (KMU) legislative update
10. **Pickleball Courts Project:** The pre-construction meeting set for was postponed due to snow cover at the site. Staff is coordinating plans to reschedule the meeting with the contractor.

Items for Discussion by City Commissioners

Commissioner Beeson commended city staff for their strong response to the recent winter storm. He noted that Street Department crews did an excellent job, including applying thorough brine to all streets rather than just high-traffic areas, and acknowledged the long hours worked by public works employees. He also recognized the Police Department for maintaining a visible presence to assist residents during hazardous conditions, and the Fire Department for effectively managing faulty heater equipment issues.

Commissioner Tweedy III expressed gratitude to the fire department, specifically the crew led by Engineer EMT Tanner McClure, for their lifesaving efforts. He acknowledged that they successfully revived an individual in critical condition recently.

Comments from the Audience for Items not on the Agenda

Section III, Item 1.

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.

No one signed or wished to speak.

Adjournment

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

Voice vote was unanimous in favor of the motion. Mayor Beeson 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



City Commission Agenda Item

Meeting Date: February 17, 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 \$35,481.10 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 February 10, 2026, was submitted by SCK Health to the City of Arkansas City for funds in the amount of \$35,481.10. 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: **\$35,481.10**

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 February 10, 2026
- Charity Care Summary Documentation

Approved for Agenda by:

A handwritten signature in black ink, appearing to read "Randy Frazer".

Randy Frazer, City Manager

RESOLUTION NO. 2026-02-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ALLOCATE UNPLEDGED HEALTHCARE SALES TAX FUNDS IN THE AMOUNT OF \$35,481.10 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 February 10, 2026, for reimbursement in the amount of \$35,481.10 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 \$35,481.10 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 17th day of February 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. 2026-02-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 17, 2026, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



BOARD OF TRUSTEES
Dr. Rodger Maechlen, Chairman
Jay Warren, Vice Chairman
Brad Bryant, Secretary
Chad Beeson, Treasurer

Margaret Grismer
Chief Executive Officer

February 10th, 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 \$35,481.10. 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

50715000	99031	CHARITY CARE WRITE-OFF	-1	-568.09	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-236.47	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-6772.40	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-2258.21	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-189.00	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-422.13	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-20.00	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-276.50	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-28774.72	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-19.00	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-6903.10	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-185.48	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-503.06	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-599.51	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-15.00	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-15.00	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-2257.00	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-60.00	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-130.06	7/31/2022

\$18,496.00 on 9/10/25

Remaining \$25,528.26
on 11/12/25 <4463.00>
Remaining \$21,065.26
on 12/31/25 <\$10,000.00>
Requested on \$11,065.26
1/27/26 <8799.00>
Remaining → \$2,266.26

TOTAL CHARITY CARE W/OFF -21 -53540.94 -53540.94

50715000	99031	CHARITY CARE WRITE-OFF	-1	-50.09	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-6.90	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-50.00	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-7.56	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-5803.91	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-25.00	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-50.00	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-72.20	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-4658.27	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-55.51	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-139.27	8/31/2022

50715000	99031	CHARITY CARE WRITE-OFF	-1	-10.00	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-38.41	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-38.41	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-38.41	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-38.41	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-38.41	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-38.42	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-38.41	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-38.41	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-38.41	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-38.41	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-38.41	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-24.52	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-427.52	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-396.00	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-828.00	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-396.00	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-15.72	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-15.72	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-15.72	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-15.72	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-1615.29	8/31/2022

TOTAL	CHARITY CARE W/OFF	-34	-15139.84	-15139.84
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50715000	99031	CHARITY CARE WRITE-OFF	-1	-1246.70	9/30/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-8804.32	9/30/2022

TOTAL	CHARITY CARE W/OFF	-2	-10051.02	-10051.02
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50715000	99031	CHARITY CARE WRITE-OFF	-1	-11.00	10/31/2022
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2/10/2026 \$ 35,481.10
 Remaining → < 2663.23 >



City Commission Agenda Item

Meeting Date: February 17, 2026

From: Tiffany Parsons, City Clerk

Item: City Board Appointment – Diana Spielman to BZA/PC Board

Motion: *Consent Agenda: Ratify Mayor Tad Stover's appointment of Diana Spielman to the Planning Commission/Board of Zoning Appeals Committee. (Voice Vote)*

Background: Diana Spielman, local resident for over 40 years, has expressed an interest in serving on this board. Previously serving as City Commissioner, she remains highly involved with the community. Diana is also on the Cherokee Strip Land Rush Museum Board of Trustees and the Visit Ark City Board.

The board and Mayor Stover recommend this appointment.

Commission Options:

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

Approved for Agenda by:

A handwritten signature in black ink, appearing to read "Randy Frazer".

Randy Frazer, City Manager



City Commission Agenda Item

Meeting Date: February 17, 2026

From: Kyle Blubaugh, Environmental Services

Item: Change Order - Kuhn additional work on Birch Ave.
Jan. 2025 Emergency Sewer Main Replacement Project

Motion: A Resolution authorizing a change order submitted by Kuhn Mechanical for additional work completed on the Emergency Sewer Main Replacement Project under the BNSF Railway, including replacement and installation of approximately 57 feet of defective piping and tie-in to the existing manhole on Birch Ave., in the amount of \$9,867.00. (**Voice Vote**)

Background:

Staff is requesting approval of a change order for the Birch Ave. Emergency Sewer Main Replacement Project under the BNSF Railway, completed in January of 2025 by Resolution No. 2025-01-3673. During construction, approximately 57 feet of defective piping was discovered that was not included in the original project scope. This condition was identified as the new line was being tied into the existing system and it became evident that the existing segment was in significant disrepair.

This change order is for the replaced additional section of sewer line, extending the new installation from D Street to the existing manhole on the opposite side of the railroad, resulting in a continuous, fully rehabilitated sewer line over the entire project length.

Commission Options:

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

Fiscal Impact: Amount: **\$9,867.00**

Fund: **18 (Wastewater)** Department: **661 (Collections)** Expense Code: **7402 (Capital Projects)**

Included in budget Grant Bonds Other Not Budgeted

Attachments: Resolution & Invoice from Kuhn Mechanical

Previously Adopted Resolution, Ordinance and/or Change Order:

- **Resolution No. 2025-01-3673** Emergency Sewer Main Repair Under BNSF RR Kuhn Mechanical_ADD ITEM 1-21-2025

Approved for Agenda by:

A handwritten signature in black ink, appearing to read "Randy Frazer".

Randy Frazer, City Manager

RESOLUTION NO. 2026-02-_____

A RESOLUTION AUTHORIZING A CHANGE ORDER SUBMITTED BY KUHN MECHANICAL FOR ADDITIONAL WORK COMPLETED ON THE EMERGENCY SEWER MAIN REPLACEMENT PROJECT UNDER THE BNSF RAILWAY, INCLUDING REPLACEMENT AND INSTALLATION OF APPROXIMATELY 57 FEET OF DEFECTIVE PIPING AND TIE-IN TO THE EXISTING MANHOLE ON BIRCH AVE., IN THE AMOUNT OF \$9,867.00.

WHEREAS, on January 21, 2025, the City Commission approved Resolution No. 2025-01-3673, authorizing the City of Arkansas City to enter into an agreement with Kuhn Mechanical for an Emergency Sewer Main Replacement under the BNSF Railway, for an estimated amount of \$477,822.00, subject to fee fluctuations; and

WHEREAS, a change order is now necessary for additional repair work completed by Kuhn Mechanical on the emergency sewer line replacement project, after approximately 57 feet of defective piping was discovered during construction and was not included in the original scope of work, extending the new installation from D Street to the existing manhole on the opposite side of the railroad.

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

SECTION ONE: The Governing Body of the City of Arkansas City hereby authorizes a change order submitted by Kuhn Mechanical for additional work completed on the Emergency Sewer Main Replacement Project under the BNSF Railway, including replacement and installation of approximately 57 feet of defective piping and tie-in to the existing manhole on Birch Ave., in the amount of \$9,867.00.

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 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 17th day of February 2026.

(Seal)

Tad Stover, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

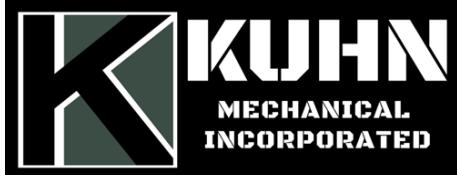
CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2026-02-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 17, 2026, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk

DRAFT



Kuhn Mechanical Inc

1001 E Kansas Ave
Arkansas City, KS 67005
Phone: (620) 441-9339

Section III, Item 4.

Invoice Number
1482
Invoice Date
1/15/2026

Bill To: City of Ark City
118 W. Central Ave.

Re: 15" Sewer Replacement
118 W Central Ave

Arkansas City, KS 67005

Arkansas City, KS 67005

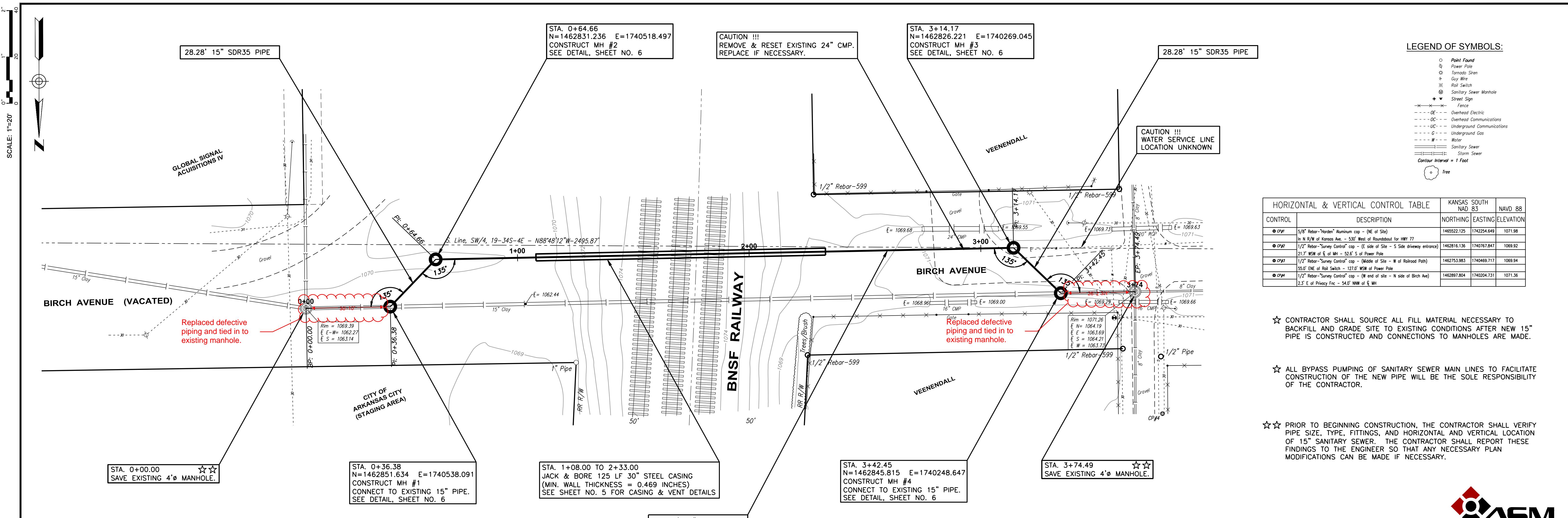
Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
85785	85785		Due Upon Receipt	1/30/2026
Description				Price

Additional work for the installation of approximately 57' of defective piping and ti-in to existing manhole on Birch Ave. Work was is addition to our original proposal. 9,867.00

Subtotal	\$	9,867.00
Sales Tax (if applicable)	\$	0.00
Total Due	\$	9,867.00

All Applicable Tax Included

We appreciate your business, thank you for choosing Kuhn Mechanical!

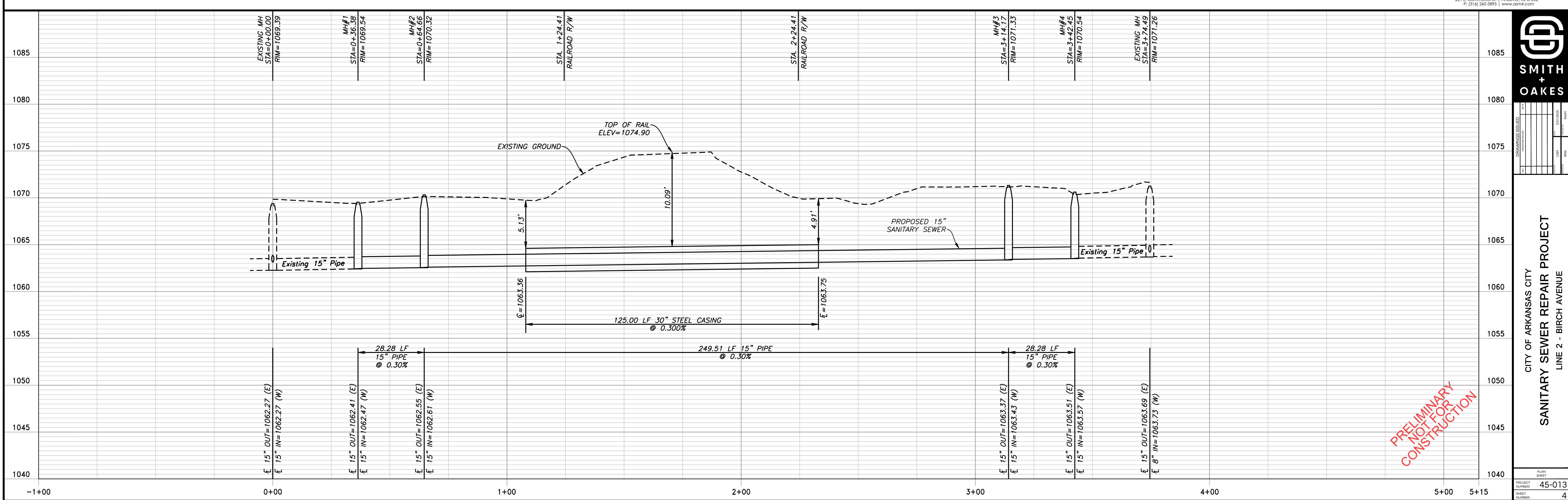


HORIZONTAL & VERTICAL CONTROL TABLE		KANSAS SOUTH NAD 83	NAVD 88
CONTROL	DESCRIPTION	NORTHING EASTING	ELEVATION
CPY1	5/8" Rebar-Harden Aluminum cap - (NE of Site) in N R/W of Kansas Ave. 330' West of Roundabout for Hwy 77	1465522.125	1742254.649
CPY2	1/2" Rebar-Contour cap - (L side of Site - S Side driveway entrance) 110' SW of C of L St. 52' S of Power Pole	1462816.136	1740767.847
CPY3	1/2" Rebar-Survey Control cap - (Under Site - W of Railroad Path) 145' SW of Rail Switch 112.0' WSW of Power Pole	1462753.983	1740469.717
CPY4	1/2" Rebar-Survey Control cap - (W end of site - N side of Birch Ave) 2.3' E of Power Fnc - 54.0' NNE of C Mn	1462897.804	1740204.731
CPYH	2.3' E of Power Fnc - 54.0' NNE of C Mn		1071.36

★ CONTRACTOR SHALL SOURCE ALL FILL MATERIAL NECESSARY TO BACKFILL AND GRADE SITE TO EXISTING CONDITIONS AFTER NEW 15" PIPE IS CONSTRUCTED AND CONNECTIONS TO MANHOLES ARE MADE.

★ ALL BYPASS PUMPING OF SANITARY SEWER MAIN LINES TO FACILITATE CONSTRUCTION OF THE NEW PIPE WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

★★ PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PIPE SIZE, TYPE, FITTINGS, AND HORIZONTAL AND VERTICAL LOCATION OF 15" SANITARY SEWER. THE CONTRACTOR SHALL REPORT THESE FINDINGS TO THE ENGINEER SO THAT ANY NECESSARY PLAN MODIFICATIONS CAN BE MADE IF NECESSARY.



CITY OF ARKANSAS CITY
SANITARY SEWER REPAIR PROJECT
LINE 2 - BIRCH AVENUE

45-013
4



City Commission Agenda Item

Meeting Date: February 17, 2026

From: Josh White, Community Development Director

Item: Esri Enterprise Agreement - GIS Services

Motion: A Resolution authorizing an agreement with Environmental Systems Research Institute (Esri), to provide cloud based hosted GIS services, for three years in an amount not to exceed \$61,800.00. (**Voice Vote**)

Background:

The City of Arkansas City has had a long term relationship with Environmental Systems Research Institute (Esri). In 2020, staff discovered that advancing technology and security protocols had caused the existing solution of hosting our own GIS services on a local server to be inadequate. The current solution has all GIS services and data hosted by Esri and allows better performance of GIS and its accompanying webmaps. Over the course of the past 6 years of the original agreement, maintenance issues with the GIS system have gone to nearly zero. This appears to be an excellent arrangement for the City. It also allows us to seamlessly share GIS data across departments.

On this new contract, Esri has increased their fees from \$15,500 per year to \$20,600 per year. Staff feels this is an acceptable increase in price for this service. The contract again is for 3 years at a total cost of \$61,800 paid out annually for 3 years. Staff recommends entering the agreement.

Commission Options:

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

Fiscal Impact: Amount: **\$61,800.00 (\$20,600 per year for 3 years)**

Fund: **01, 19, 18, 16** Department: **207, 203, 542, 541, 660, 651** Expense Code: **7505**

Included in budget Grant Bonds Other Not Budgeted

Attachments: Resolution & Quote

Approved for Agenda by:

A handwritten signature in black ink, appearing to read "Randy Frazer".

Randy Frazer, City Manager

RESOLUTION NO. 2026-02-_____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI), TO PROVIDE CLOUD BASED HOSTED GIS SERVICES, FOR THREE YEARS IN AN AMOUNT NOT TO EXCEED \$61,800.00.

WHEREAS, the City of Arkansas City has had a long-term relationship with Environmental Systems Research Institute (Esri); and

WHEREAS, rapid technological advances have made on-site server systems less feasible; and

WHEREAS, the previous arrangement has worked well for the City's Geographic Information System.

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

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes an agreement with Environmental Systems Research Institute (Esri), to provide cloud-based hosted GIS Services, for three years in an amount not to exceed \$61,800.00 (or \$20,600.00 per year).

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, this 17th day of February 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. 2026-02-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 17, 2026, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/2/2026 To: 5/3/2026

Quotation # Q-553245

Section , Item 1.

Date: February 2, 2026

Customer # 201726 Contract #

City of Arkansas City
Neighborhood Services
118 W Central Ave
Arkansas City, KS 67005-2643

ATTENTION: Josh White
PHONE: (620) 441-4420 x9500
EMAIL: jwhite@arkansascityks.gov

Material	Qty	Term	Unit Price	Total
193253	1	Year 1	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
193253	1	Year 2	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
193253	1	Year 3	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
				Subtotal: \$61,800.00
				Sales Tax: \$0.00
				Estimated Shipping and Handling (2 Day Delivery): \$0.00
				Contract Price Adjust: \$0.00
				Total: \$61,800.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Gaby Moss	Email: gmoss@esri.com	Phone: (909) 793-2853
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

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Date: February 2, 2026

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City of Arkansas City
Neighborhood Services
118 W Central Ave
Arkansas City, KS 67005-2643

ATTENTION: Josh White
PHONE: (620) 441-4420 x9500
EMAIL: jwhite@arkansascityks.gov

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ _____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Gaby Moss	Email: gmoss@esri.com	Phone: (909) 793-2853
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



Section , Item 1.

SMALL ENTERPRISE AGREEMENT LOCAL GOVERNMENT CLOUD-BASED (E214-7)

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Online User Types ArcGIS Online Viewer User Types			
ArcGIS Online Contributor User Type	8	ArcGIS Location Sharing for ArcGIS Online	8

Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Online Apps and Other	
ArcGIS Online Contributor User Type	8	ArcGIS Location Sharing for ArcGIS Online	8
ArcGIS Online Mobile Worker User Type	25	ArcGIS Online Service Credits	10,000
ArcGIS Online Creator User Type	25		
ArcGIS Online Professional User Type	8		
ArcGIS Online Professional Plus User Type	8		

Other Benefits

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



CITY OF ARKANSAS CITY, KANSAS
FINANCIAL SUMMARY
Year-To-Date January 31, 2026

Fund	Cash Summary							Budget Summary			
	1/1/2026 Beginning Cash Balance	Prior Year Encumbrances/ Adjusting Entries	Receipts	Disbursements	Change in Assets/Liabilities	01/31/2026 Ending Cash Balance	Budget	Encumbrances	Budget Variance Favorable (Unfavorable)	% Remaining (92%)	
01 - GENERAL FUND	\$ 3,803,155.10	\$ -	\$ 3,462,390.93	\$ 1,090,584.89	\$ (127,932.44)	\$ 6,047,028.70	\$ 15,273,985	\$ -	\$ 14,183,400	92.86%	
15 - STORMWATER FUND	\$ 802,118.28	\$ -	\$ 35,481.56	\$ 18,428.79	\$ 8,124.03	\$ 827,295.08	\$ 582,149	\$ -	\$ 563,720	96.83%	
16 - WATER FUND	\$ 3,141,864.77	\$ -	\$ 541,506.42	\$ 945,512.08	\$ 75,013.75	\$ 2,812,872.86	\$ 11,490,794	\$ -	\$ 10,545,282	91.77%	
18 - SEWER FUND	\$ 5,068,950.41	\$ -	\$ 278,360.17	\$ 99,426.53	\$ 47,894.39	\$ 5,295,778.44	\$ 3,872,258	\$ -	\$ 3,772,831	97.43%	
19 - SANITATION FUND	\$ 2,092,063.64	\$ -	\$ 176,942.16	\$ 101,088.17	\$ 13,401.94	\$ 2,181,319.57	\$ 2,392,218	\$ -	\$ 2,291,130	95.77%	
20 - SPECIAL RECREATION FUND	\$ 45,590.63	\$ -	\$ -	\$ -	\$ -	\$ 45,590.63	\$ 60,830	\$ -	\$ 60,830	100.00%	
21 - SPECIAL STREET FUND	\$ 1,130,504.27	\$ -	\$ 79,613.56	\$ 11,279.69	\$ (3,765.99)	\$ 1,195,072.15	\$ 3,236,885	\$ -	\$ 3,225,605	99.65%	
23 - TOURISM/CONVENTION FUND	\$ 171,995.67	\$ -	\$ 42,158.27	\$ 25,000.00	\$ -	\$ 189,153.94	\$ 335,507	\$ -	\$ 310,507	92.55%	
26 - SPECIAL ALCOHOL FUND	\$ 77,128.67	\$ -	\$ -	\$ -	\$ (73.47)	\$ 77,055.20	\$ 89,838	\$ -	\$ 89,838	100.00%	
27 - PUBLIC LIBRARY FUND	\$ -	\$ -	\$ 251,774.74	\$ 251,774.74	\$ -	\$ -	\$ 500,000	\$ -	\$ 248,225	49.65%	
29 - SPECIAL LAW ENF TRUST FUND	\$ 2,848.48	\$ -	\$ -	\$ -	\$ -	\$ 2,848.48	Not a Budgeted Fund	\$ -			
31 - LAND BANK FUND	\$ 23,504.44	\$ -	\$ -	\$ 90.40	\$ -	\$ 23,414.04	\$ 22,673	\$ -	\$ 22,583	99.60%	
32 - MUNICIPALITIES FIGHT ADDICTION FUND	\$ 89,311.17	\$ -	\$ -	\$ -	\$ -	\$ 89,311.17	\$ 108,369	\$ -	\$ 108,369	100.00%	
43 - BOND & INTEREST FUND	\$ 571,393.58	\$ -	\$ 64,594.98	\$ -	\$ -	\$ 635,988.56	\$ 1,113,794	\$ -	\$ 1,113,794	100.00%	
44 - HEALTHCARE SALES TAX FUND	\$ -	\$ -	\$ 213,382.47	\$ 213,382.47	\$ -	\$ -	\$ 2,750,000	\$ -	\$ 2,536,618	92.24%	
45 - UNPLEDGED HEALTHCARE SALES TAX FUND	\$ 119,150.85	\$ -	\$ 9,427.61	\$ 18,799.00	\$ -	\$ 109,779.46	\$ 210,412	\$ -	\$ 191,613	91.07%	
53 - MUNICIPAL COURT FUND	\$ 9,731.15	\$ -	\$ -	\$ -	\$ 2,564.35	\$ 12,295.50	Not a Budgeted Fund	\$ -			
54 - EQUIPMENT RESERVE FUND	\$ 184,746.02	\$ -	\$ -	\$ -	\$ -	\$ 184,746.02	Not a Budgeted Fund	\$ -			
57 - CID SALES TAX FUND	\$ -	\$ -	\$ 6,143.23	\$ 6,143.23	\$ -	\$ -	\$ 87,000	\$ -	\$ 80,857	92.94%	
68 - CAPITAL IMPROVEMENT FUND	\$ 1,226,462.84	\$ -	\$ 5,104.09	\$ -	\$ (38,160.00)	\$ 1,193,406.93	Not a Budgeted Fund	\$ -			
TOTALS	\$ 18,560,519.97	\$ -	\$ 5,166,880.19	\$ 2,781,509.99	\$ (22,933.44)	\$ 20,922,956.73	\$ 42,126,712.00				

INDEBTEDNESS:

2019 PBC	\$ 8,210,000
GO 2020 REFUNDING & IMPROVEMENT BOND	\$ 13,500,000
GO 2022 TAXABLE STROTHER FIELD	\$ 3,800,000
GO 2023 TAXABLE LAND PURCHASE	\$ 490,000
2023 WWTP SRF LOAN	\$ 8,443,667
2024 STROTHER FIELD SRF LOAN (1st PMT 2/1/2027)	\$ 421,887
2025 FERRARA TENGINE	\$ 900,603
2019 FERRARA PUMPER TRUCK LEASE	\$ 173,359
2024 BACKHOE	\$ 114,630
2025 PIPE FUSION MACHINE	\$ 83,079
2025 SKID STEER	\$ 59,478
TOTAL	\$ 36,196,702

Note: Information is Unaudited