



City Commission Meeting

February 07, 2023 at 5:30 PM

118 W Central Ave, Arkansas City, KS

Please join our meeting <https://global.gotomeeting.com/join/506425221>
Or dial in using your phone: United States: +1 (571) 317-3122 Access Code: 506-425-221

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. 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 January 18, 2023, regular meeting minutes as written.

III. 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, for an amount not to exceed \$46,500.00. **(Voice Vote)**
2. A Resolution authorizing the Neighborhood Revitalization District rebate for a blighted area within the City of Arkansas City, so that is financially feasible to build a daycare center at 300 Goff Industrial Park Road. **(Voice Vote)**
3. A Resolution certifying legal authority to apply for the 2023 Moderate Income Housing – ARPA Grant Program from Kansas Housing and authorizing the mayor to sign and submit such an application. **(Voice Vote)**
4. City Manager Frazer reminders and updates.

Fire/EMS Department

1. A Resolution authorizing the City of Arkansas City to enter into a Memorandum of Understanding (MOU) with the City of Blackwell, Oklahoma Fire Department, to provide mutual aid to each other in an event of an emergency within each other's range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available. **(Voice Vote)**
2. A Resolution authorizing the City of Arkansas City to enter into a Memorandum of Understanding (MOU) with the City of Newkirk, Oklahoma Fire Department, to provide mutual aid to each other in an event of an emergency within each other's range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available. **(Voice Vote)**

- [3.](#) A Resolution authorizing the City of Arkansas City to enter into a Memorandum of Understanding (MOU) with Kildare, Oklahoma Fire Department, to provide mutual aid to each other in an event of an emergency within each other's range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available. **(Voice Vote)**
- [4.](#) A Resolution authorizing the City of Arkansas City to enter into a Memorandum of Understanding (MOU) with River Road, Oklahoma Fire Department, to provide mutual aid to each other in an event of an emergency within each other's range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available. **(Voice Vote)**

Police Department

1. Progress report for special use vehicles on city streets.

IV. Items for Discussion by City Commissioners

V. 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.

VI. Adjournment



City Commission Agenda Item

Meeting Date: February 7, 2023

From: Lesley Shook, City Clerk

Item: Approve the January 18, 2023 Regular Meeting Minutes

Purpose: Approve the January 18, 2023, regular meeting minutes as written.

Background:

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

Commission Options:

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

Approved for Agenda by:

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

Randy Frazer, City Manager



Wednesday, January 18, 2023

Regular Meeting Minutes

118 W Central Ave, Arkansas City, KS

Routine Business

1. Roll Call

PRESENT

Commissioner Kanyon Gingher
Commissioner Charles Jennings
Commissioner Scott Rogers
Commissioner Jay Warren
Mayor Diana Spielman

ABSENT

None

Also Present: City Manager Randy Frazer, City Attorney Larry Schwartz, Police Chief Eric Burr, City Clerk Lesley Shook, Deputy City Clerk Tiffany Parsons, Principal Planner Josh White.

2. The Opening Prayer and Pledge of Allegiance were led by Mayor Spielman.

3. Additions or Deletions

- Remove Item #1 under New Business/City Manager Department "Consider a Resolution authorizing the City of Arkansas City to approve a contract with JEO Consulting Group Inc. for our Levee Certification Phase 1, for an amount not to exceed \$56,910.00".
- Add new Item #1 under New Business/City Manager Department "Consensus to apply for a Base 2 Grant".

Motion made by Mayor Spielman, Seconded by Commissioner Warren to approve the agenda as amended.

Voting Yea: Commissioner Gingher, Commissioner Jennings, Commissioner Rogers, Commissioner Warren, Mayor Spielman. Mayor Spielman declared the motion approved.

4. Approval of the Agenda.

Motion made by Commissioner Gingher, Seconded by Commissioner Warren to approve the agenda as amended.

Voting Yea: Commissioner Gingher, Commissioner Jennings, Commissioner Rogers, Commissioner Warren, Mayor Spielman. Mayor Spielman declared the motion approved.

Recognition of Staff

1. Luke Davidson was Introduced and sworn in as a new Police Officer.

2. Sal, the Police Department's Emotional Support Dog, was introduced by Police Chief Burr.

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.

Motion made by Commissioner Rogers, Seconded by Commissioner Warren to approve the consent agenda with the correction noted to the minutes of January 3rd that Commissioner Warren not Commissioner Jennings was appointed to serve as representative to the Cherokee Strip Land Rush Museum Board of Trustees.

1. Ratify Mayor Diana Spielman's re-appointment of:
 - Lloyd Colston to the Planning Commission/Board of Zoning Appeals
 - Foss Farrar and Tom Wheatley to the Historic Preservation Board
 - Brandon Jellings to the Planning Commission
 - Felipe Escalante to the Northwest Community Center Advisory Board
 - Mitch Reichle and Latresha Swopes to the Arkansas City Public Library Board
 - Pam Crain and Toni Greene to the Outstanding Student Award Committee
 - Kim Hager and Tammy Lanman-Henderson to the Community Spirit Award Committee
 - Charles Tweedy to the Public Building Commission

2. Approve the January 3, 2023, regular meeting minutes as written.

Voting Yea: Commissioner Gingher, Commissioner Jennings, Commissioner Rogers, Commissioner Warren, Mayor Spielman. Mayor Spielman declared the motion approved.

New Business

City Manager Department

1. City Clerk Shook presented for discussion and approval for the City to apply for a Base 2.0 Economic Grant. Rose Mary Saunder and Chrystal Hinnen from Ranson Financial stated the funds would be used towards infrastructure at the 32 lots in the Forrest Glenn 2 addition and also allow for the application of the Medium Income Housing (MIH) grant that would allow down payment assistance for the home buyers. The application is due by January 31, 2023.

Motion made by Commissioner Warren, Seconded by Commissioner Jennings to authorize the city to apply for a Base 2.0 Economic Grant.

Voting Yea: Commissioner Gingher, Commissioner Jennings, Commissioner Rogers, Commissioner Warren, Mayor Spielman. Mayor Spielman declared the motion approved.

2. City Clerk Shook presented for consideration an Ordinance annexing, incorporating within, and adding territory to the City of Arkansas City, Cowley County, Kansas, a municipal corporation in conformity with the provisions of K.S.A § 12-520 and all acts amendatory thereof or supplemental thereto. Principal Planner White stated Creekstone Farms Premium Beef LLC wishes to develop a daycare facility at 300 Goff Industrial Park Road. They also would like to bring their truck gate facility to the north into the city. This would bring uniformity to their properties and also improve their emergency response. The project will also bring much

needed child daycare facilities to the area. The Planning Commission met on Tuesday, December 13 and voted to recommend to the City Commission to approve the annexation.

Motion made by Commissioner Rogers, Seconded by Commissioner Warren to approve the ordinance annexing, incorporating within, and adding territory to the City of Arkansas City, Cowley County, Kansas, a municipal corporation in conformity with the provisions of K.S.A § 12-520 and all acts amendatory thereof or supplemental thereto.

Roll Call Voting Yea: Commissioner Gingher, Commissioner Rogers, Commissioner Warren, Mayor Spielman

*Voting Nay: Commissioner Jennings. Mayor Spielman declared the motion approved and given **Ordinance No. 2023-01-4570.***

3. City Clerk Shook presented for consideration an Ordinance authorizing the rezoning of 300 Goff Industrial Park Road, from R-1 (Low Density Residential District) to C-3 (General Commercial District). Principal Planner White stated Creekstone Farms Premium Beef LLC has requested 300 Goff Industrial Park Road be rezoned. The property consists of approximately 3.51 acres. The site already has a warehouse building that is a proposed child daycare center. Due to the recent annexation of this property, the property is currently zoned R-1, Low Density Residential District. This zoning district is inappropriate based on the existing and continuing use. The Planning Commission voted unanimously on Tuesday, December 13, 2022 to recommend that the City Commission approve the request.

Motion made by Commissioner Gingher, Seconded by Commissioner Rogers to approve rezoning of 300 Goff Industrial Park Road, from R-1 (Low Density Residential District) to C-3 (General Commercial District)

Roll Call Voting Yea: Commissioner Gingher, Commissioner Rogers, Commissioner Warren, Mayor Spielman

*Voting Nay: Commissioner Jennings. Mayor Spielman declared the motion approved and given **Ordinance No. 2023-01-4571.***

4. City Clerk Shook presented for consideration an ordinance authorizing the rezoning of 26865 61st Road, from R-1 (Low Density Residential District) to I-2 (Heavy Industrial District). Principal Planner White stated Creekstone Farms Premium Beef LLC has requested 26865 61st Road be rezoned. The property consists of approximately 11.66 acres. The site already has a truck gate and trailer parking for Creekstone Farms. Due to the recent annexation of this property, the property is currently zoned R-1, Low Density Residential District. This zoning district is inappropriate based on the existing and continuing use. This would be in line with the rest of the Creekstone Farms property that is to the west of this site. The Planning Commission voted unanimously on Tuesday, December 13, 2022 to recommend that the City Commission approve the request.

Motion made by Commissioner Rogers, Seconded by Commissioner Gingher to approve the rezoning of 26865 61st Road, from R-1 (Low Density Residential District) to I-2 (Heavy Industrial District).

Voting Yea: Commissioner Gingher, Commissioner Rogers, Commissioner Warren, Mayor Spielman

*Voting Nay: Commissioner Jennings. Mayor Spielman declared the motion approved and given **Ordinance No. 2023-01-4572.***

5. City Manager Frazer reminders and updates:

- Fentanyl Town Hall is at Baden Square January 19th at 5:30 p.m.
- January 25 is the League of Kansas Municipalities and local government day in Topeka. Any commissioners wishing to attend need to let the City Manager know.
- The Data Walk is scheduled for January 31st from 6-8:30 p.m. at the Brown Center.
- The Annual Chamber Banquet is February 4th from 5-9 at the Agri-Business Building.
- Moving forward with rate study. Meeting with Ranson Financial on February 19th regarding sanitation and stormwater rates.
- Preconstruction meeting on January 23rd regarding the upcoming alley repair project.

Items for Discussion by City Commissioners

Mayor Spielman – Handed a letter she received from Planning Commission members Ian Kuhn and Tom Wheatley and asked City Clerk Shook to read it out loud.

Commissioner Jennings - Thanked Mayor Spielman for her attendance and supportive words at the Martin Luther King Celebration of Unity event. Thanked Commissioner Warren for his heartfelt support of the inaugural Bruce Watson Cowley College Community Vision Award. Acknowledged Commissioner Gingher for her constant support and attendance.

Adjournment

Motion made by Commissioner Warren, Seconded by Commissioner Rogers to adjourn the meeting.

Voting Yea: Commissioner Gingher, Commissioner Jennings, Commissioner Rogers, Commissioner Warren, Mayor Spielman. Mayor Spielman declared the meeting adjourned.

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

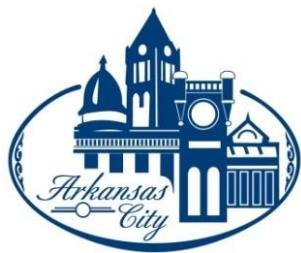
Diana L. Spielman, Mayor

ATTEST:

Lesley Shook, City Clerk

Prepared by:

Lesley Shook, City Clerk



City Commission Agenda Item

Meeting Date: February 7, 2023
From: Josh White, Principal Planner
Item: Esri Enterprise Agreement

Purpose: A Resolution authorizing an agreement with Environmental Systems Research Institute (Esri), to provide cloud based hosted GIS services, for three years, for an amount not to exceed \$46,500.00.
(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 3 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 slightly from \$15,000 per year to \$15,500 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 \$46,500 paid out annually for 3 years. Staff recommends entering the agreement.

Commission Options:

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

Fiscal Impact:

Amount: \$46,500 (\$15,500 per year for 3 years)

Fund: _____ Department: _____ Expense Code: _____
 X Included in Budget _____ Grant _____ Bonds _____ Other (explain): _____

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2023-02-

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI), TO PROVIDE CLOUD BASED HOSTED GIS SERVICES, FOR THREE YEARS FOR AN AMOUNT NOT TO EXCEED \$46,500.00.

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 \$46,500 (or \$15,500 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 7th day of February, 2023

(Seal)

Diana L. Spielman, Mayor

ATTEST:

Lesley Shook, 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 the Resolution No. 2023-02-____ of the City of Arkansas City, Kansas adopted by the Governing Body on _____, 2023 as the same appears of record in my office.

DATED: _____

Lesley Shook, City Clerk



January 9, 2023

Mr. Josh White
City of Arkansas City
118 W Central Ave
Arkansas City, KS 67005-2643

Dear Josh,

The Esri Small Local Government Cloud-Based Enterprise Agreement (SGCBEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Local Government Cloud-Based EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL LOCAL GOVERNMENT CLOUD-BASED EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SGC-B-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Tommy Garcia



Quotation # Q-487885

Section , Item 1.

Date: January 9, 2023

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

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: 1/9/2023 To: 4/9/2023*

Material	Qty	Term	Unit Price	Total
168362	1	Year 1	\$15,500.00	\$15,500.00
Population of 0 to 15,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
168362	1	Year 2	\$15,500.00	\$15,500.00
Population of 0 to 15,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
168362	1	Year 3	\$15,500.00	\$15,500.00
Population of 0 to 15,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
Subtotal:				\$46,500.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$46,500.00

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:

Tommy Garcia

Email:

t.garcia@esri.com

Phone:

+1 (909) 793-2853 x5019

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, then unless otherwise stated in this quotation, 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 # _____

**esri**

Section , Item 1.

OF
WHERE®

**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**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced

ArcGIS Desktop Standard

ArcGIS Desktop Basic

ArcGIS Desktop Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS

Schematics, ArcGIS Workflow Manager, ArcGIS Data

Reviewer

Developer Tools

ArcGIS Runtime Standard

ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer

Two (2) ArcGIS CityEngine Single Use Licenses

50 ArcGIS Online Viewers

50 ArcGIS Online Creators

10,000 ArcGIS Online Service Credits

2 ArcGIS Insights in ArcGIS Online

OTHER BENEFITS

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

*Additional sets of backup media may be purchased for a fee

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,

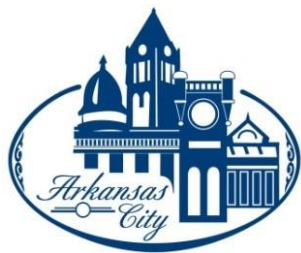
operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- 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 Commission Agenda Item

Meeting Date: February 7, 2023
From: Josh White, Principal Planner/Randy Frazer, City Manager
Item: Creekstone Daycare NRP

Purpose: A Resolution authorizing the Neighborhood Revitalization District rebate for a blighted area within the City of Arkansas City, so that is financially feasible to build a daycare center at 300 Goff Industrial Park Road. (**Voice Vote**)

Background:

The City Commission previously adopted a Neighborhood Revitalization Plan, creating an incremental tax rebate program to encourage reinvestment and improvement of eligible areas of the community.

Pursuant to that plan, "The City Commission also has the option to adjust rebates for individual properties located inside of the Neighborhood Revitalization Area on a case-by-case basis."

The City has received notice that in order to fully develop the **daycare center** at 300 Goff Industrial Park Road, it will not be feasible to develop the center without the adjustment of the rebate. The current rebate is 75% of the first \$500,000 for 7 years.

If approved, upon application by the property owner and in compliance with the Neighborhood Revitalization Plan, a rebate will be provided of **90% of the increase in value for 10 years** for the property at 300 Goff Industrial Park Road.

Commission Options:

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

Fiscal Impact:

Amount:

Fund:

_____ Included in Budget

Department:

_____ Grant

_____ Bonds

Expense Code:

_____ Other (explain):

Approved for Agenda by:

Randy Frazer, City Manager

A RESOLUTION MODIFYING THE NEIGHBORHOOD REVITALIZATION DISTRICT REBATE FOR A BLIGHTED AREA WITHIN THE CITY OF ARKANSAS CITY, KANSAS, SO THAT IT IS FINANCIALLY FEASIBLE TO BUILD A DAYCARE CENTER AT 300 GOFF INDUSTRIAL PARK ROAD.

WHEREAS, the Governing Body of Arkansas City, Kansas recognizes that housing is critical to ensuring that people have adequate access to affordable housing and;

WHEREAS, the Governing Body of the City of Arkansas City, Kansas adopted a Neighborhood Revitalization Plan creating an incremental tax rebate program to encourage reinvestment and improvement of eligible areas of the community; and

WHEREAS, pursuant to that plan, “The City Commission also has the option to adjust rebates for individual properties located inside of the Neighborhood Revitalization Area on a case-by-case basis”; and

WHEREAS, the City Commission has received notice of a plan to construct a daycare facility that is sorely needed in the City, but it is not financially feasible without adjustment of the rebate otherwise applicable to the area.

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 modifies the otherwise applicable rebate under the Neighborhood Revitalization Plan, and instead, upon application by the property owner and compliance with the Neighborhood Revitalization Plan, hereby grants a rebate of 90% of the increase in value for 10 years for the property at 300 Goff Industrial Park Road the property legally described as:

SEE ATTACHMENT A WHICH IS INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.

SECTION TWO: The Governing Body of the City of Arkansas City, Kansas hereby directs City staff to take all other actions necessary to implement this Resolution.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas this 7th day of February, 2023.

Diana L. Spielman, Mayor

(Seal)

ATTEST:

Lesley Shook, City Clerk

DRAFTED AND APPROVED AS TO FORM

Larry Schwartz, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of the Ordinance No. 2023-02-____ of the City of Arkansas City, Kansas adopted by the governing body on February 7, 2023 as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk

Attachment A:

Site use: Daycare Facility

Commercial District (C-3)

Description:

A tract of land situated in the Southeast Quarter of Section 12, Township 34 South, Range 3 East of the 6th Principal Meridian, Cowley County, Kansas, being more particularly described as follows: Commencing at the Northeast Corner of said Southeast Quarter; thence South 88 degrees, 44 minutes, 06 seconds West (assumed), along the North Line of said Southeast Quarter, a distance of 30.00 feet to a point on the West Right-of-Way for 61st Road; thence South 01 degrees, 23 minutes, 22 seconds East, parallel with the East Line of said Southeast Quarter, along said West Right-of-Way, a distance of 578.34 feet to a point; thence continuing South 01 degrees, 23 minutes, 22 seconds East, parallel with the East Line of said Southeast Quarter, along said West Right-of-Way, a distance of 37.05 feet to a point; thence South 19 degrees, 15 minutes, 46 seconds West, along said West Right-of-Way, a distance of 213.74 feet to a point; thence South 01 degrees, 23 minutes, 22 seconds East, parallel with the East Line of said Southeast Quarter, along said West Right-of-Way, a distance of 212.92 feet to a point on the North Right-of-Way for Goff Industrial Park Road; thence South 88 degrees, 37 minutes, 12 seconds West, along said North Right-of-Way, a distance of 464.60 feet to the Southwest corner of a tract of land recorded in Book 1079, Page 41, said point also being the Point of Beginning of the herein described tract; thence North 00 degrees, 56 minutes, 58 seconds West, along the West line of said recorded tract, a distance of 450.00 feet to the Northwest corner of said recorded tract; thence South 88 degrees, 37 minutes, 12 seconds West, along the South Line of a tract of land recorded in Book 1042, Page 801, a distance of 340.00 feet to a point on the East R/W of the abandoned St. Louis & San Francisco Railroad Right-of-Way; thence South 00 degrees, 56 minutes, 58 seconds East along said Railroad Right-of-Way a distance of 450.00 feet to a point on the North Right-of-Way for Goff Industrial Park Road; thence North 88 degrees, 37 minutes, 12 seconds East along said North Right-of-Way a distance 340.00 feet to the Point of Beginning, containing 3.51 acres, more or less.



City Commission Agenda Item

Meeting Date: February 7, 2023
From: Randy Frazer, City Manager
Item: Authority to apply for the 2023 MIH-Arpa Grant

Purpose: A Resolution certifying legal authority to apply for the 2023 Moderate Income Housing – ARPA Grant Program from Kansas Housing and authorizing the mayor to sign and submit such an application. **(Voice Vote)**

Background:

The city intends to submit an application for assistance from the Kansas Housing Moderate Income Housing program – ARPA. This item will help accomplish that task.

Commission Options:

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

Fiscal Impact:

Amount: None

Fund: Department: Expense Code:

☐ Included in budget ☐ Grant ☐ Bonds ☐ Other Not Budgeted

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION CERTIFYING LEGAL AUTHORITY TO APPLY FOR THE 2023 MODERATE INCOME HOUSING – ARPA GRANT PROGRAM FROM KANSAS HOUSING AND AUTHORIZING THE MAYOR TO SIGN AND SUBMIT SUCH AN APPLICATION.

WHEREAS, The City of Arkansas City, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, AND

WHEREAS, The City of Arkansas City, Kansas, intends to submit an application for assistance from the KANSAS HOUSING MODERATE INCOME HOUSING PROGRAM-ARPA.

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 APPLICANT hereby certifies that the City of Arkansas City, Kansas is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the KANSAS HOUSING MODERATE INCOME HOUSING PROGRAM-ARPA.

SECTION TWO: THE APPLICANT hereby authorizes the Mayor of Arkansas City, Kansas to act as the applicant's official representative in signing and submitting an application for assistance from the KANSAS HOUSING MODERATE INCOME HOUSING PROGRAM - ARPA.

SECTION THREE: THE APPLICANT hereby dedicates \$_____ towards this project and \$_____ in force account labor for the same.

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 7th day of February, 2023.

(Seal)

Diana L. Spielman, Mayor

ATTEST:

Lesley Shook, 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 the Resolution No. 2023-02-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 7, 2023, as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk

KANSAS HOUSING

CERTIFICATE OF COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

In accordance with the requirements of the Kansas Housing Resources Corporation, the Applicant certifies that if awarded all Moderate Income Housing units will be designed and constructed to meet all applicable requirements for accessibility to persons with disabilities and energy efficiency, including the following (check as applicable):

- ☐ KSA Chapter 58-1401 et seq.
- ☐ Fair Housing Act Design Standards
- ☐ 2018 International Energy Conservation Code or Energy Star Program standards
- ☐ Any applicable local code provisions or requirements related to accessibility

Applicant (City/County)

Date

Applicant Signature

Print Name & Role



City Commission Agenda Item

Meeting Date: February 7, 2023
From: Chris Ledeker, Fire Chief
Item: Memorandum of Understanding for Mutual Aid with the City of Blackwell, Oklahoma Fire Department

Purpose: Consider a Resolution authorizing the City of Arkansas City to enter into a Memorandum of Understanding (MOU) with the City of Blackwell, Oklahoma Fire Department, to provide mutual aid to each other in an event of an emergency within each other's range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available.
(Voice Vote)

Background:

Due to staffing issues within the department, it is standard practice to request resources from outside entities to help in emergency response and mitigation. It is common to have mutual aid agreements in place with neighboring Fire and EMS departments.

Having a mutual aid agreement with City of Blackwell Fire Department allows both entities to cross jurisdictional boundaries to provide necessary apparatus, equipment, and personnel when a local emergency exceed local resources.

Commission Options:

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

Fiscal Impact:

Amount: None

Fund: Department: Expense Code:

☐ Included in budget ☐ Grant ☐ Bonds ☒ Other Not Budgeted

This is not a budgeted item; however, we have the funds to purchase these items.

Approved for Agenda by:

Randy Frazer, City Manager

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH CITY OF BLACKWELL, OKLAHOMA FIRE DEPARTMENT, TO PROVIDE MUTUAL AID TO EACH OTHER IN AN EVENT OF AN EMERGENCY WITHIN EACH OTHER'S RANGE OF RESOURCE CAPABILITIES INCLUDING FIRE AND EMS APPARATUS, EQUIPMENT, AND MANPOWER, AS REQUESTED AND AVAILABLE.

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

SECTION ONE: The Governing Body of the City of Arkansas City hereby authorizes the City of Arkansas City to enter into a Memorandum of Understanding (MOU) with City of Blackwell, Oklahoma Fire Department, to provide mutual aid to each other in an event of an emergency within each other's range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available. Such Memorandum of Understanding is attached hereto and incorporated by reference as if fully set forth herein.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 7th day of February, 2023.

(Seal)

Diana L. Spielman, Mayor

ATTEST:

Lesley Shook, 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 the Resolution No. 2023-02-____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 7, 2023. as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk

MEMORANDUM OF UNDERSTANDING TO PROVIDE MUTUAL AID

Arkansas City, KS.
And
Blackwell, OK.

Whereas, the Arkansas City Fire and EMS Department is charged with the duties of emergency services in the City of Arkansas City, Kansas and surrounding areas.

Whereas, the Blackwell Fire and EMS Department is charged with the duties of emergency services in the City of Blackwell, Oklahoma and surrounding areas.

Whereas, City of Arkansas City and City of Blackwell each have several capabilities in which in the event of an emergency we are available to support each other.

Therefore, be it resolved that the City of Arkansas City and the City of Blackwell will respond to aid one another in the event of an emergency within our range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available.

Whereas, the City of Blackwell has full support of the City of Arkansas City for emergency service personnel and equipment to operate on and within all Arkansas City properties during the duration of emergency.

Whereas, the City of Arkansas City has full support of the City of Blackwell for emergency service personnel and equipment to operate on and within all Blackwell properties during the duration of emergency

Whereas, it is understood that any mutual aid and/or automatic aid agreements held by either the City of Arkansas City or the City of Blackwell will be acknowledged and honored during the duration of the emergency.

Whereas, this agreement is non-expiratory unless one party wishes to dissolve the agreement, all parties must be notified in writing thirty days prior to the dissolution of this agreement. This agreement will be reviewed annually to ensure that all information is current and correct.

_____ Mayor or City Official of Arkansas City

_____ Arkansas City Fire Chief

_____ Mayor or City Official of Blackwell

_____ Blackwell Fire Chief



City Commission Agenda Item

Meeting Date: February 7, 2023
From: Chris Ledeker, Fire Chief
Item: Memorandum of Understanding for Mutual Aid with the City of Newkirk, Oklahoma Fire Department

Purpose: Consider a Resolution authorizing the City of Arkansas City to enter into a Memorandum of Understanding (MOU) with the City of Newkirk, Oklahoma Fire Department, to provide mutual aid to each other in an event of an emergency within each other's range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available.
(Voice Vote)

Background:

Due to staffing issues within the department, it is standard practice to request resources from outside entities to help in emergency response and mitigation. It is common to have mutual aid agreements in place with neighboring Fire and EMS departments.

Having a mutual aid agreement with City of Newkirk Fire Department allows both entities to cross jurisdictional boundaries to provide necessary apparatus, equipment, and personnel when a local emergency exceed local resources.

Commission Options:

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

Fiscal Impact:

Amount: None

Fund: Department: Expense Code:

☐ Included in budget ☐ Grant ☐ Bonds ☒ Other Not Budgeted

This is not a budgeted item; however, we have the funds to purchase these items.

Approved for Agenda by:

Randy Frazer, City Manager

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH CITY OF NEWKIRK, OKLAHOMA FIRE DEPARTMENT, TO PROVIDE MUTUAL AID TO EACH OTHER IN AN EVENT OF AN EMERGENCY WITHIN EACH OTHER'S RANGE OF RESOURCE CAPABILITIES INCLUDING FIRE AND EMS APPARATUS, EQUIPMENT, AND MANPOWER, AS REQUESTED AND AVAILABLE.

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

SECTION ONE: The Governing Body of the City of Arkansas City hereby authorizes the City of Arkansas City to enter into a Memorandum of Understanding (MOU) with City of Newkirk, Oklahoma Fire Department, to provide mutual aid to each other in an event of an emergency within each other's range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available. Such Memorandum of Understanding is attached hereto and incorporated by reference as if fully set forth herein.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 7th day of February, 2023.

(Seal)

Diana L. Spielman, Mayor

ATTEST:

Lesley Shook, 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 the Resolution No. 2023-02-____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 7, 2023. as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk

MEMORANDUM OF UNDERSTANDING TO PROVIDE MUTUAL AID

Arkansas City, KS.
And
Newkirk, OK.

Whereas, the Arkansas City Fire and EMS Department is charged with the duties of emergency services in the City of Arkansas City, Kansas and surrounding areas.

Whereas, the Newkirk Fire and EMS Department is charged with the duties of emergency services in the City of Newkirk, Oklahoma and surrounding areas.

Whereas, City of Arkansas City and City of Newkirk each have several capabilities in which in the event of an emergency we are available to support each other.

Therefore, be it resolved that the City of Arkansas City and the City of Newkirk will respond to aid one another in the event of an emergency within our range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available.

Whereas, the City of Newkirk has full support of the City of Arkansas City for emergency service personnel and equipment to operate on and within all Arkansas City properties during the duration of emergency.

Whereas, the City of Arkansas City has full support of the City of Newkirk for emergency service personnel and equipment to operate on and within all Newkirk properties during the duration of emergency

Whereas, it is understood that any mutual aid and/or automatic aid agreements held by either the City of Arkansas City or the City of Newkirk will be acknowledged and honored during the duration of the emergency.

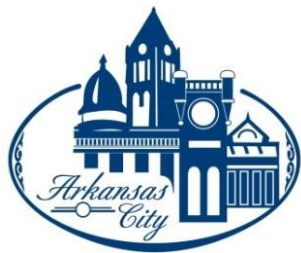
Whereas, this agreement is non-expiratory unless one party wishes to dissolve the agreement, all parties must be notified in writing thirty days prior to the dissolution of this agreement. This agreement will be reviewed annually to ensure that all information is current and correct.

_____ Mayor or City Official of Arkansas City

_____ Arkansas City Fire Chief

_____ Mayor or City Official of Newkirk

_____ Newkirk Fire Chief



City Commission Agenda Item

Meeting Date: February 7, 2023
From: Chris Ledeker, Fire Chief
Item: Memorandum of Understanding for Mutual Aid with Kildare, Oklahoma Fire Department

Purpose: Consider a Resolution authorizing the City of Arkansas City to enter into a Memorandum of Understanding (MOU) with Kildare, Oklahoma Fire Department, to provide mutual aid to each other in an event of an emergency within each other's range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available. **(Voice Vote)**

Background:

Due to staffing issues within the department, it is standard practice to request resources from outside entities to help in emergency response and mitigation. It is common to have mutual aid agreements in place with neighboring Fire and EMS departments.

Having a mutual aid agreement with Kildare Fire Department allows both entities to cross jurisdictional boundaries to provide necessary apparatus, equipment, and personnel when a local emergency exceed local resources.

Commission Options:

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

Fiscal Impact:

Amount: None

Fund: Department: Expense Code:

☐ Included in budget ☐ Grant ☐ Bonds ☒ Other Not Budgeted

This is not a budgeted item; however, we have the funds to purchase these items.

Approved for Agenda by:

Randy Frazer, City Manager

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH KILDARE, OKLAHOMA FIRE DEPARTMENT, TO PROVIDE MUTUAL AID TO EACH OTHER IN AN EVENT OF AN EMERGENCY WITHIN EACH OTHER'S RANGE OF RESOURCE CAPABILITIES INCLUDING FIRE AND EMS APPARATUS, EQUIPMENT, AND MANPOWER, AS REQUESTED AND AVAILABLE.

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

SECTION ONE: The Governing Body of the City of Arkansas City hereby authorizes the City of Arkansas City to enter into a Memorandum of Understanding (MOU) with Kildare, Oklahoma Fire Department, to provide mutual aid to each other in an event of an emergency within each other's range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available. Such Memorandum of Understanding is attached hereto and incorporated by reference as if fully set forth herein.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 7th day of February, 2023.

(Seal)

Diana L. Spielman, Mayor

ATTEST:

Lesley Shook, 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 the Resolution No. 2023-02-____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 7, 2023. as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk

MEMORANDUM OF UNDERSTANDING TO PROVIDE MUTUAL AID

Arkansas City, KS.
And
Kildare, OK.

Whereas, the Arkansas City Fire and EMS Department is charged with the duties of emergency services in the City of Arkansas City, Kansas and surrounding areas.

Whereas, the Kildare Emergency Management and Kildare Fire Department is charged with the duties of emergency services in the City of Kildare, Oklahoma and surrounding areas.

Whereas, City of Arkansas City and City of Kildare each have several capabilities in which in the event of an emergency we are available to support each other.

Therefore, be it resolved that the City of Arkansas City and the City of Kildare will respond to aid one another in the event of an emergency within our range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available.

Whereas, the City of Kildare has full support of the City of Arkansas City for emergency service personnel and equipment to operate on and within all Arkansas City properties during the duration of emergency.

Whereas, the City of Arkansas City has full support of the City of Kildare for emergency service personnel and equipment to operate on and within all Kildare properties during the duration of emergency.

Whereas, it is understood that any mutual aid and/or automatic aid agreements held by either the City of Arkansas City or the City of Kildare will be acknowledged and honored during the duration of the emergency.

Whereas, this agreement is non-expiratory unless one party wishes to dissolve the agreement, all parties must be notified in writing thirty days prior to the dissolution of this agreement. This agreement will be reviewed annually to ensure that all information is current and correct.

Mayor or City Official of Arkansas City

Arkansas City Fire Chief

Board Official of Kildare

Kildare Fire Chief



City Commission Agenda Item

Meeting Date: February 7, 2023
From: Chris Ledeker, Fire Chief
Item: Memorandum of Understanding for Mutual Aid with River Road, Oklahoma Fire Department

Purpose: Consider a Resolution authorizing the City of Arkansas City to enter into a Memorandum of Understanding (MOU) with River Road, Oklahoma Fire Department, to provide mutual aid to each other in an event of an emergency within each other's range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available.
(Voice Vote)

Background:

Due to staffing issues within the department, it is standard practice to request resources from outside entities to help in emergency response and mitigation. It is common to have mutual aid agreements in place with neighboring Fire and EMS departments.

Having a mutual aid agreement with River Road Fire Department allows both entities to cross jurisdictional boundaries to provide necessary apparatus, equipment, and personnel when a local emergency exceed local resources.

Commission Options:

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

Fiscal Impact:

Amount: None

Fund: Department: Expense Code:

☐ Included in budget ☐ Grant ☐ Bonds ☒ Other Not Budgeted

This is not a budgeted item; however, we have the funds to purchase these items.

Approved for Agenda by:

Randy Frazer, City Manager

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH RIVER ROAD, OKLAHOMA FIRE DEPARTMENT, TO PROVIDE MUTUAL AID TO EACH OTHER IN AN EVENT OF AN EMERGENCY WITHIN EACH OTHER'S RANGE OF RESOURCE CAPABILITIES INCLUDING FIRE AND EMS APPARATUS, EQUIPMENT, AND MANPOWER, AS REQUESTED AND AVAILABLE.

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

SECTION ONE: The Governing Body of the City of Arkansas City hereby authorizes the City of Arkansas City to enter into a Memorandum of Understanding (MOU) with River Road, Oklahoma Fire Department, to provide mutual aid to each other in an event of an emergency within each other's range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available. Such Memorandum of Understanding is attached hereto and incorporated by reference as if fully set forth herein.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 7th day of February, 2023.

(Seal)

Diana L. Spielman, Mayor

ATTEST:

Lesley Shook, 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 the Resolution No. 2023-02-____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 7, 2023. as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk

MEMORANDUM OF UNDERSTANDING TO PROVIDE MUTUAL AID

Arkansas City, KS.
And
River Road Fire Department, OK.

Whereas, the Arkansas City Fire and EMS Department is charged with the duties of emergency services in the City of Arkansas City, Kansas and surrounding areas.

Whereas, the River Road Fire Department is charged with the duties of emergency services in the coverage area of River Road Fire Department, Oklahoma and surrounding areas.

Whereas, City of Arkansas City and River Road Fire Department each have several capabilities in which in the event of an emergency we are available to support each other.

Therefore, be it resolved that the City of Arkansas City and the River Road Fire Department will respond to aid one another in the event of an emergency within our range of resource capabilities including fire and EMS apparatus, equipment, and manpower, as requested and available.

Whereas, the River Road Fire Department has full support of the City of Arkansas City for emergency service personnel and equipment to operate on and within all Arkansas City properties during the duration of emergency.

Whereas, the City of Arkansas City has full support of the River Road Fire Department for emergency service personnel and equipment to operate on and within all coverage area properties during the duration of emergency.

Whereas, it is understood that any mutual aid and/or automatic aid agreements held by either the City of Arkansas City or the River Road Fire Department will be acknowledged and honored during the duration of the emergency.

Whereas, this agreement is non-expiratory unless one party wishes to dissolve the agreement, all parties must be notified in writing thirty days prior to the dissolution of this agreement. This agreement will be reviewed annually to ensure that all information is current and correct.

_____ Mayor or City Official of Arkansas City

_____ Arkansas City Fire Chief

_____ Board Official of River Road FD

_____ River Road Fire Chief