



CITY COMMISSION MEETING AGENDA

Tuesday, November 04, 2025 at 5:30 PM – 118 W Central Ave, Arkansas City, KS

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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 October 7, 2025 amended minutes and October 21, 2025 regular meeting minutes as written.

III. New Business

City Manager Department

1. A Resolution authorizing the City to approve the Real Estate Sales Contract and Statutory Quit Claim Deed, transferring approximately 0.67 acres of City-owned property to Kenneth W. and Dolores A. Beougher, by way of gift for the purpose of combining with their adjoining property at 725 E Jackson Avenue. **(Voice Vote)**
2. A Resolution to authorize the City of Arkansas City to execute a Professional Services Agreement with Tisaleen Uremoch to provide Chuukese language interpretation services for the Arkansas City Municipal Court, at a rate of \$50.00 per hour plus mileage reimbursement at the current IRS rate. **(Voice Vote)**

Environmental Services Department

1. A Resolution Authorizing the City of Arkansas City to enter into an agreement with Cogent Companies, through its Fluid Equipment and Lee Mathews divisions, to provide materials and services to rebuild pumps at the Water Treatment Facility, for an amount not to exceed \$62,966.81. **(Voice Vote)**

Fire/EMS Department

1. A Resolution authorizing the City of Arkansas City to purchase an AutoPulse NXT Resuscitation System from ZOLL Medical Corporation in the amount of \$23,508.70, excluding shipping. **(Voice Vote)**

IV. City Manager Updates & Reminders

V. Items for Discussion by City Commissioners

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

The public will be allowed to speak on issues or items that are not scheduled for discussion on the agenda. Individuals should address all comments and questions to the Commission. Comments should be limited to issues and items relevant to the business of the Governing Body. The Commission will not discuss or debate these items, nor will the Commission make decisions on items presented during this time. Each person will be limited to five (5) minutes.

VII. Adjournment



City Commission Agenda Item

Meeting Date: October 21, 2025

From: Tiffany Parsons, City Clerk

Item: Approve October 7, 2025 Amended Minutes and
October 21, 2025 Regular Meeting Minutes

Motion: Approve the October 7, 2025 amended minutes and October 21, 2025 regular meeting minutes as written.

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

Commission Options:

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

Approved for Agenda by:

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

Randy Frazer, City Manager



CITY COMMISSION MEETING MINUTES

Tuesday, October 7, 2025 at 5:30 PM — Commission Room, City Hall — 118 W. Central Ave

Routine Business

1. Roll Call

PRESENT:

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

ABSENT:

City staff present: City Attorney Larry Schwartz, City Clerk Tiffany Parsons, Communication Director Shana Adkisson, Environmental Services Superintendent Kyle Blubaugh, Wastewater Treatment Plant Operator Jess Helphingstine, and Police Chief Jim Halloway.

2. Opening Prayer led by City Attorney Larry Schwartz and Pledge of Allegiance led by Mayor Beeson.

3. Addition or Deletions to the agenda.

City Manager Frazer stated that there were no additions or deletions to the agenda.

4. Approval of the Agenda.

Motion made by Vice-Mayor Stover, seconded by Commissioner Tweedy III, to approve the agenda.

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

City Clerk Parsons offered the following items for consideration.

Recognition of Visitors/Staff

1. Recognize Jess Helphingstine in earning his Class IV Wastewater Certification from the Kansas Department of Health and Environment.

Environmental Services Superintendent Blubaugh recognized Wastewater Division employee Jess Helphingstine for earning his Class IV Wastewater Certification from the Kansas Department of Health and Environment (KDHE). Only around 250 individuals in Kansas currently hold a Class IV Wastewater Certification. Helphingstine is also seeking to obtain his Class IV Water Certification as well, with less than 50 individuals statewide holding both certifications. This certification is the highest level attainable in the state and represents exceptional technical skill, dedication, and professionalism.

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 September 12, 2025 special meeting minutes, and September 16, 2025 regular meeting minutes as written.

2. Approve a Resolution authorizing the City of Arkansas City to accept a quote submitted by Hach Company to purchase materials and service equipment at the Water Treatment Facility, for an amount not to exceed \$13,969.00.
3. A Resolution authorizing the City of Arkansas City to approve a temporary extension of license premises at Gloria's Bar, located at 1121 S. Summit St., to allow the sale and consumption of alcoholic liquor on public property pursuant to K.S.A. 45-2608, during Gloria's Cornhole Tournament Event on Saturday, October 18, 2025.
4. A Resolution authorizing the City of Arkansas City to approve a temporary extension of license premises at Gloria's Bar, located at 1121 S. Summit St., to allow the sale and consumption of alcoholic liquor on public property pursuant to K.S.A. 45-2608, during Gloria's Cornhole Tournament Event on Saturday, March 14, 2026.

Motion made by Commissioner Warren, seconded by Vice-Mayor Stover, to approve the Consent Agenda.

*Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, Commissioner Tweedy III, and Commissioner Warren. Mayor Beeson declared the motion approved; given **Resolution No. 2025-10-3758, Resolution No. 2025-10-3759, and Resolution No. 2025-10-3760.***

New Business

City Manager Department

1. An Ordinance exempting the application of K.S.A. 41-719(d), to allow the sale and consumption of alcoholic liquor at a designated area of Ben Givens Center City Park during Arkalalah, October 22-25, 2025.

City Clerk Parsons noted that Gypsy Bev. Co., a dually licensed caterer with the State of Kansas ABC and the City of Arkansas City, has provided reasonable assurances that it will take all necessary precautions to ensure the property is used in full compliance with applicable state and local law.

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

*Roll Call Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, Commissioner Tweedy III, and Commissioner Warren. Mayor Beeson declared the motion approved; given **Ordinance No. 2025-10-4644.***

2. A Resolution authorizing the City of Arkansas City to enter into a Design-Build Agreement with Burns & McDonnell / CAS Arkansas City WTP Joint Venture for Phase 1 of the Water Treatment Facility Greensand Filter KDHE SRF Loan Project No. 1056, for an amount not to exceed \$112,000.

City Manager Frazer explained that this item is the next step in the Green Sand Filter Project, funded through a KDHE SRF loan with \$285,000 in forgiveness. The city selected PEC as the representative engineer and Burns & McDonnell/CAS Constructors for project design. Brian Myers with Burns & McDonnell explained that Phase I of the project includes design and preparation for construction bids. The project will increase water treatment capacity, improve system reliability, and protect the reverse osmosis system by removing iron and manganese.

Motion made by Mayor Beeson, seconded by Vice-Mayor Stover, to approve the item as written.

*Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, Commissioner Tweedy III, and Commissioner Warren. Mayor Beeson declared the motion approved; given **Resolution No. 2025-10-3761.***

3. A Resolution approving a revised Memorandum of Understanding between the City of Arkansas City and Cowley County, Kansas regarding the use, activation, maintenance, and operation of Outdoor Warning Sirens, therefore repealing Resolution No. 2024-08-3628.

The revision returns the responsibility for activating the sirens to the county, in accordance with state statute, while the City continues to handle maintenance and associated costs, as explained by City Manager Frazer. This update addresses prior concerns and ensures proper management of the warning system.

Motion made by Vice-Mayor Stover, seconded by Commissioner Warren, to approve the item as written.

*Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, Commissioner Tweedy III, and Commissioner Warren. Mayor Beeson declared the motion approved; given **Resolution No. 2025-10-3762.***

4. Provide an update on signed roofing replacement contracts for City-owned properties damaged during 2025 hailstorm.

City Manager Frazer provided an update, noting that most roofs were covered by insurance, with a \$50,000 city-wide deductible applied. The City Hall roof required additional funding of just under \$200,000, partially covered by insurance. At the Humane Society building, insurance covered the roof, while skylight replacements were shared with Winfield. The majority of city roofs have been repaired to date with the Agri-Business building roof repairs beginning in the spring.

Police Department

1. A Resolution authorizing the purchase of a 2025 Dodge Durango Pursuit Vehicle for the Arkansas City Police Department from Superior Emergency Response Vehicles and additional required wiring system, utility car camera package, and vinyl decals from various suppliers, for an amount not to exceed \$56,456.31.

This vehicle will replace an existing patrol unit previously damaged in an accident, and the purchase includes installation of all equipment and decal work by selected vendors. Chief Holloway noted that the officer involved in the prior incident was reported uninjured.

Motion made by Commissioner Spielman, seconded by Vice-Mayor Stover, to approve the item as written.

*Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, Commissioner Tweedy III, and Commissioner Warren. Mayor Beeson declared the motion approved; given **Resolution No. 2025-10-3763**.*

City Manager Updates & Reminders

- **Flood Risk Mapping:** Staff attended a meeting on preliminary floodplain maps; most areas are accurate, though some interior drainage areas may need adjustment. Levee protections are in place, and final maps are expected in about a year.
- **Fire Station:** RFPs for a new fire station have been issued, with a pre-conference on October 20th and proposals due November 10th. The proposed site is near East Kansas and the bypass.
- **Splash Pad:** Project scope and preliminary cost of \$335,000 have been established; additional bids are being sought with a goal of project completion by spring.
- **Water Well No. 16:** Construction is nearly complete, with KDHE inspection scheduled for October 16th.
- **East Pressure Zone:** Preliminary plans and specifications expected mid-October for staff review and KDHE approval before bidding.
- **Water Treatment Plant:** Draft stormwater prevention plan completed in response to EPA inspection; city review pending.
- **CCLIP Projects:** Plans and estimates for mill and overlay from 8th Street to the bridge are expected soon. Utility relocation from Strother Field wastewater treatment plant to Patterson Park is in progress, with easements being secured.
- **KDOT Cost Share Program:** Application submitted for mill overlay in the Skyline/Radio Lane area; award expected this fall.
- **F Street Bridge:** Project progressing slowly due to railroad permitting; construction expected to start next year.

Items for Discussion by City Commissioners

Commissioner Warren updated the commission, thanking the police department, Police Chief and volunteers for a successful National Night Out event, further noting the large turnout despite the heavy rain during the evening.

Comments from the Audience for Items not on the Agenda

The public will be allowed to speak on issues or items that are not scheduled for discussion on the agenda. Individuals should address all comments and questions to the Commission. Comments should be limited to issues and items relevant to the business of the Governing Body. The Commission will not discuss or debate these items, nor will the Commission make decisions on items presented during this time. Each person will be limited to five (5) minutes.

Lloyd Colston, 1825 N 8th, expressed concerns about low voter turnout, advocated for increased civic participation, and emphasized the importance of city support for community resources and youth engagement.

Mickie Schmith, 426 N C St., addressed the commission and staff, stating his plan to independently organize public discussions and rent the Northwest Community Center, but when reminded of his ban from the facility, he instead urged local involvement and criticized the commission's past actions.

Amended: During the October 21, 2025 City Commission Meeting.

Mayor Beeson requested City Clerk Parsons conduct an amendment to the October 7, 2025, regular meeting minutes to include that, "after the meeting was adjourned, we had a citizen offer to fight an elected official outside". The Mayor further stated that "any future behavior of this nature will be considered a threat and police action will be taken against them". This event took place after Mickie Schmith spoke before the City Commission and he himself displayed this behavior, words toward the mayor and actions upon leaving the meeting post adjournment. The motion to approve the Consent Agenda, including amendments to be made to the regular meeting minutes of October 7, 2025, was moved and seconded for approval during the October 21, 2025, meeting by the commission.

Adjournment

Motion made by Mayor Beeson, seconded by Commissioner Warren 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)

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

Prepared by: Tiffany Parsons, City Clerk



CITY COMMISSION MEETING MINUTES

Tuesday, October 21, 2025 at 5:30 PM — Commission Room, City Hall — 118 W. Central Ave

Routine Business

1. Roll Call

PRESENT:

Mayor Chad Beeson
Vice-Mayor Tad Stover
Commissioner Diana Spielman
Commissioner Charles Tweedy III

ABSENT:

Commissioner Jay Warren

City staff present: City Attorney Larry Schwartz, City Clerk Tiffany Parsons, Communication Director Shana Adkisson, Finance Director/Treasurer Jennifer Waggoner, Human Resources Director Marla McFarland, and Police Chief Jim Halloway.

2. Opening Prayer led by City Attorney Larry Schwartz and Pledge of Allegiance led by Mayor Beeson.

3. Addition or Deletions to the agenda.

City Manager Frazer stated that there were no additions or deletions to the agenda.

4. Approval of the Agenda.

Motion made by Vice-Mayor Stover, seconded by Commissioner Spielman, to approve the agenda as written.

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

City Clerk Parsons offered the following items for consideration.

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 October 7, 2025, regular meeting minutes as written.

Mayor Beeson requested an amendment to the October 7, 2025, regular meeting minutes to include that, "after the meeting was adjourned, we had a citizen offer to fight an elected official outside". The Mayor further stated that "any future behavior of this nature will be considered a threat and police action will be taken against them".

City Clerk Parsons advised the amendment would be noted under the "**Comments from the Audience**" section of the October 7, 2025 minutes.

2. Notice of public hearing date set for October 27, 2025, at 12:00 PM, to consider an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant (CDBG) funds for Wilson Park improvements.

3. Approve employee health insurance renewal for the 2026 Plan Year.

Motion made by Mayor Beeson, Commissioner Tweedy III, to approve the Consent Agenda with amendments to the regular meeting minutes from October 7, 2025.

New Business

City Manager Department

1. A Resolution authorizing the City of Arkansas City to approve updates to the City's current Statutory Budgetary and Financial Planning Policies. **(Voice Vote)**

Finance Director/City Treasurer Waggoner explained that the updates primarily include: Aligning the budget calendar with current state statute requirements related to the Revenue Neutral Rate (RNR), revising debt policy language to reference the applicable Kansas statutes and establishing a reserve policy framework now that the City's financial position allows for defined reserve guidelines. Mayor Beeson commended Waggoner and staff for their continued fiscal responsibility, noting the City's significant improvement in recent years.

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

*Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, and Commissioner Tweedy III. Mayor Beeson declared the motion approved; given **Resolution No. 2025-10-3764**.*

2. A Resolution authorizing the City of Arkansas City to approve the revised Purchasing Policy, giving the City Manager authority to approve purchases up to \$20,000. **(Voice Vote)**

Finance Director/City Treasurer Waggoner reviewed proposed revisions to the Purchasing Policy, noting the only change would be to increase the City Manager's purchasing authority from \$10,000 to \$20,000. This update reflects inflation and current purchasing costs, as many routine maintenance items now exceed the previous limit, sometimes requiring special meetings for approval.

Motion made by Vice-Mayor Stover, seconded by Commissioner Tweedy III, to approve the item as written

*Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, and Commissioner Tweedy III. Mayor Beeson declared the motion approved; given **Resolution No. 2025-10-3765**.*

3. A Resolution authorizing the City of Arkansas City to add Christmas Eve as an official city holiday, beginning in 2026. **(Voice Vote)**

The City of Arkansas City maintains a municipal holiday calendar for City employees. Currently city employees work until noon then use their personal earned time to head home for the holiday some to cook for their families, as explained by Human Resources Director McFarland. Staff is recommending the addition of Christmas Eve (December 24), which is widely recognized as a holiday by businesses, schools, and other organizations in the region. Adding Christmas Eve as an official city holiday allows employees to observe this important family-centered day, aligning city practices with community expectations, and providing employees with additional time for holiday preparations, with a fiscal impact of approximately \$25,000. There will be no effect on Police or Fire Department operations, as both will continue to provide full public safety coverage.

Motion made by Commissioner Spielman, seconded by Vice-Mayor Stover, to approve the item as written.

*Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, and Commissioner Tweedy III. Mayor Beeson declared the motion approved; given **Resolution No. 2025-10-3766**.*

4. A Resolution authorizing the City of Arkansas City to approve a quote from Power Play, LLC in the amount of \$306,500.00, along with additional in-kind contributions from Public Works and Environmental Services, for a total project cost not to exceed \$326,500.00, for the installation of a new community splash pad in Wilson Park. **(Voice Vote)**

City Manager Frazer reported that while previous grant applications for a community splash pad were unsuccessful, remaining CIP funds from the walking trail project and other completed projects made it possible to move forward with this long-awaited project. Several companies were contacted for proposals, and a quote was received from Power Play, LLC in the amount of \$306,500 which includes \$190,000 for equipment, shade structures, and

furnishings; and \$115,700.00 for installation and site work performed by Established Construction, LLC Power Play installer.

Additional in-kind work from City Public Works and Environmental Services staff, including dirt work, street closure on Birch Street between First and Second Streets, and utility connections with utilizing existing water connections in the area from the old hospital lot, will bring the total project cost to approximately \$326,500.

The splash pad will be a non-recirculating ("to-waste") system with an estimated annual operating cost of \$12,600 (\$5,000 for maintenance and \$7,600 for water). The design allows for future expansion of play features without requiring new engineering, resulting in significant savings compared to traditional engineered designs as the splash pad will be constructed on site with current features and provisions for additional features which could be added in the future. The splash pad will cover approximately 2,700 square feet (81' x 65.5') and will operate seasonally, roughly from Memorial Day to Labor Day.

Motion made by Vice-Mayor Stover, seconded by Commissioner Tweedy III, to approve the item as written.

*Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, and Commissioner Tweedy III. Mayor Beeson declared the motion approved; given **Resolution No. 2025-10-3767**.*

5. A Resolution certifying legal authority to apply for the Kansas Small Cities Community Development Block Grant Program from the Kansas Department of Commerce for Parks & Facilities System improvements. **(Voice Vote)**

City Manager Frazer explained that the City is revising its previous Community Development Block Grant (CDBG) application originally intended for both a splash pad and playground equipment. Since the grant application failed twice with the splash pad and now that the splash pad will be funded through existing CIP resources, the new application will focus solely on playground equipment improvements in Wilson Park. Staff is hopeful this will scaled-down project strengthens the City's chances of receiving the grant, complementing other Wilson Park improvements such as the pickleball courts and new splash pad.

Ranson Financial Municipal Consultant RoseMary Saunders provided total project cost details estimated at **\$785,910**, with a **grant request of \$628,728** and a **local match of \$157,182**. Local funds will come from a combination of sources, including **\$50,000 from the V.J. Wilkins Foundation** and budgeted CIP funds for park equipment. Manson Financial will assist with the project administration and preparation of required documents.

Motion made by Mayor Beeson, seconded by Vice-Mayor Stover, to approve the item as written.

*Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, and Commissioner Tweedy III. Mayor Beeson declared the motion approved; given **Resolution No. 2025-10-3768**.*

6. A Resolution assuring the Kansas Department of Commerce that funds will be continually provided for the operation and maintenance of improvements to the Park system to be financed with Community Development Block Grant Funds. **(Voice Vote)**

This assurance prevents situations where communities fail to maintain grant-funded projects after completion as further explained by Ranson Financial Municipal Consultant Saunders. Staff have confirmed that funds are budgeted for upkeep and future replacement of playground equipment, and that visible maintenance at Wilson Park will demonstrate compliance.

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

*Voice Voting Aye: Mayor Beeson, Vice-Mayor Stover, Commissioner Spielman, and Commissioner Tweedy III. Mayor Beeson declared the motion approved; given **Resolution No. 2025-10-3769**.*

City Manager Updates & Reminders

- **LKM Conference:** Vice-Mayor Stover, Commissioner Warren, City Clerk Parsons, and the City Manager Frazer attended the recent League of Kansas Municipalities Conference in Overland Park from October 9-11, 2025.
- **Purple Heart Ceremony:** A special ceremony is scheduled in honor of a local war hero and veteran Cliff Gottlob who will receive a long-overdue Purple Heart Award. The event will take place following the annual Veteran's Day Parade at the American Legion.

- **Fire Station Project:** Project pre-bid meeting was held with three contractors in attendance. Bid due November 10th. Staff will review bids and bring a recommendation to the Commission. Contact made with USDA Rural Development for possible loan/grant funding; response pending due to federal government shutdown. Building a new facility is expected to be more cost-effective and efficient than renovating the existing one.
- **Economic Development Retreat:** Scheduled for November 13th at the Cowley County Brown Center. The day-long strategic planning retreat for cities, businesses, and partners to discuss future direction, hosted by the Cowley County Economic Development Group.
- **Layne Development Project:** Developers are continuing land and housing studies for the city owned 101-acres of land north of town. Initial focus will be on single-family housing. Development agreement expected to come before the Commission as soon as December. Layne exploring use of RHID and other incentives to support the project.

Items for Discussion by City Commissioners

Commissioner Tweedy III express appreciation for **progress on city projects**, noting that things are finally moving after long delays.

Mayor Beeson recognized the street department for repainting traffic lines across town, including Radio Lane to the bypass, Walmart, City Hall, and other locations. He commended Connie Moore and his Parks Department team for the recent downtown Summit tree removals and preparation for Arkalalah, as well as electrical setup and other event support. Praised the Sanitation Department for their early morning cleanup during Arkalalah, ensuring the city looks pristine after the event. Extended appreciation to all city staff contributing to Arkalalah, including streets, sanitation teams, working overnight and during events.

Commissioner Spielman had positive comments from the public about the Hike and Bike Trail for its added safety and amenities, with gratitude for free water provided to visitors. This led into discussion of planning an official ribbon-cutting/opening event, preferably on the south side of town, with a strong police presence for safety among the group.

Comments from the Audience for Items not on the Agenda

The public will be allowed to speak on issues or items that are not scheduled for discussion on the agenda. Individuals should address all comments and questions to the Commission. Comments should be limited to issues and items relevant to the business of the Governing Body. The Commission will not discuss or debate these items, nor will the Commission make decisions on items presented during this time. Each person will be limited to five (5) minutes.

Lloyd Colston, 1825 N 8th St., encouraged citizens to vote and stay engaged in local government. He noted Kansas' economic challenges and praised library board training for helping boards operate effectively without micromanagement. He also shared his contact information for board-related communication and thanked the Commission for their attention.

Elton Gove, 2935 Valleyview Drive, expressed surprise and excitement about the \$300,000 funding for the splash pad, calling it an impressive achievement for the city. He confirmed that the playground will be located in the current playground area near the bathrooms and expressed interest in seeing financial summaries for the project.

Financial Summary

1. September 2025 Financial Summary

Mayor Beeson called for the Financial Summary located at the back of the meeting packet to be shown on the screen before the group. City Clerk Parsons encouraged the audience to review the financial summary, noting that it is generated monthly by Finance Director Treasurer Waggoner, and provides detailed information about the City's finances. City Manager Frazer added that the summary is also available on the City's website under the Finance Division for those interested in more details along with other financial documentation.

Adjournment

Motion made by Vice-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)

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

Prepared by: Tiffany Parsons, City Clerk

DRAFT



City Commission Agenda Item

Meeting Date: November 4, 2025

From: Randy Frazer, City Manager

Item: Real Estate Sales Contract & Statutory Quit Claim Deed transferring City-owned property to Kenneth W. & Dolores A. Beougher

Motion: A Resolution authorizing the City to approve the Real Estate Sales Contract and Statutory Quit Claim Deed, transferring approximately 0.67 acres of City-owned property to Kenneth W. and Dolores A. Beougher, by way of gift for the purpose of combining with their adjoining property at 725 E Jackson Avenue. **(Voice Vote)**

Background: The City of Arkansas City owns a 0.67-acre tract of land located near Jackson Avenue and the U.S. Highway 77 Bypass within Hill Addition. Kenneth W. and Dolores A. Beougher own the adjoining parcel located at 725 E Jackson Avenue. They have approached the City with a request to acquire the City-owned parcel in order to combine both lots into a single buildable residential site.

The attached Real Estate Sales Contract and Statutory Quit Claim Deed convey the City parcel to the Brougher's by way of gift, donation, or contribution, subject to existing easements, record restrictions, and zoning requirements. The Buyers intend to clean up and improve both lots and subsequently construct a single-family residence, supporting reinvestment and neighborhood stabilization efforts.

Upon closing, possession of the property will transfer immediately to the Buyers. They will assume responsibility for all property taxes from the date of closing forward and may obtain title insurance at their own expense. This action represents the productive reuse of excess public property and will remove ongoing maintenance obligations from the City.

Commission Options:

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

Fiscal Impact: No purchase price. Eliminates city liability and future maintenance costs while supporting improved taxable valuation and residential development.

Fund: **16 – Water** Department: **998 – Non-departmental** Expense Code: **7401 – land/easements/ROW**

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

Attachments:

- Resolution
- Quit Claim Deed
- Contract

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2025-11-_____

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE THE REAL ESTATE CONTRACT AND EXECUTE A STATUTORY QUIT CLAIM ON BEHALF OF THE CITY OF ARKANSAS CITY, KANSAS, TRANSFERRING APPROXIMATELY 0.67 ACRES OF LAND TO KENNETH W. & DOLORES A. BEOUGHER BY WAY OF GIFT.

WHEREAS, the City of Arkansas City owns a small, 0.67-acre tract of land located near Jackson Avenue and the U.S. Highway 77 Bypass within Hill Addition that adjoins property at 725 E Jackson Ave., owned by Kenneth W. and Dolores A. Beougher; and

WHEREAS, The Brougher's approached the city with a request to acquire the City-owned parcel in order to combine both lots into a single buildable residential site; and

WHEREAS, this action represents the productive reuse of excess public property and will remove ongoing maintenance obligations from the City therefore, city staff recommend declaring it surplus and transferring the land to Kenneth W. and Dolores A. Beougher via a statutory quit claim deed and real estate contract.

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 City of Arkansas City is hereby authorized to approve a deed of transfer with Kenneth W. Beougher and Dolores A. Beougher by way of gift, of the property located in Arkansas City, Cowley County, Kansas and legally described as, to-wit:

A tract of land situated in Hill Addition to Arkansas City, Kansas, prepared by Chris A. Meinen PS#1489 on July 21st, 2025, being more particularly described as follows: Beginning at the intersection of the South Right-of-Way for Jackson Avenue and the centerline of vacated "G" Street, said point being the Northeast Corner of a tract of land recorded in Book 1157, Page 30; thence North 89 degrees, 12 minutes, 52 seconds East (assumed), along said South Right-of-Way, a distance of 87.00 feet; thence South 14 degrees, 36 minutes, 00 seconds East, a distance of 60.00 feet; thence South 54 degrees, 49 minutes, 55 seconds East, a distance of 70.55 feet to a point on the West Right-of-Way for U.S. Highway 77 Bypass; thence South 35 degrees, 10 minutes, 07 seconds West, along said West Right-of-Way, a distance of 201.11 feet to a point of deflection; thence South 00 degrees, 40 minutes, 22 seconds East, along said West Right-of-Way, a distance of 49.22 feet; thence South 81 degrees, 38 minutes, 23 seconds West, a distance of 40.44 feet to the Southeast Corner of said recorded tract on said centerline; thence North 00 degrees, 49 minutes, 04 seconds West, along said centerline, a distance of 317.03 feet to the Point of Beginning. Containing 0.67 Acres, more or less.

SECTION TWO: The Governing Body of the City of Arkansas City 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. Such documents are attached hereto and incorporated by reference as if fully set forth herein.

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas, Kansas on this 4th day of November 2025.

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-11-____ of the City of Arkansas City, Kansas adopted by the governing body on November 4, 2025 as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered this ____ day of November 2025, by and between **THE CITY OF ARKANSAS CITY, KANSAS**, herein referred to as **SELLER**, and **KENNETH W. BEOUGHER and DOLORES A. BEOUGHER, husband and wife**, herein referred to as **BUYERS**.

WITNESSETH:

WHEREAS, SELLER has agreed to grant, and BUYERS have agreed to receive property pursuant to the provisions set forth below; and

WHEREAS, SELLER does hereby covenant and agree that in consideration of the performance of the covenants herein recited to be made and performed by BUYERS, SELLER shall convey unto the BUYERS, in fee simple, subject to any covenants, declarations, restrictions, zoning laws, or easements of record, but clear of all mortgage or financial encumbrances whatsoever, by Quit Claim Deed, the real estate described below in Section One and all improvements located thereon situate in Arkansas City, Cowley County, Kansas.

SECTION ONE: PROPERTY:

All real property owned by SELLER in Arkansas City, Cowley County, Kansas legally described as:

A tract of land situated in Hill Addition to Arkansas City, Kansas, prepared by Chris A. Meinen PS#1489 on July 21st, 2025, being more particularly described as follows: Beginning at the intersection of the South Right-of-Way for Jackson Avenue and the centerline of vacated "G" Street, said point being the Northeast Corner of a tract of land recorded in Book 1157, Page 30; thence North 89 degrees, 12 minutes, 52 seconds East (assumed), along said South Right-of-Way, a distance of 87.00 feet; thence South 14 degrees, 36 minutes, 00 seconds East, a distance of 60.00 feet; thence South 54 degrees, 49 minutes, 55 seconds East, a distance of 70.55 feet to a point on the West Right-of-Way for U.S. Highway 77 Bypass; thence South 35 degrees, 10 minutes, 07 seconds West, along said West Right-of-Way, a distance of 201.11 feet to a point of deflection; thence South 00 degrees, 40 minutes, 22 seconds East, along said West Right-of-Way, a distance of 49.22 feet; thence South 81 degrees, 38 minutes, 23 seconds West, a distance of 40.44 feet to the Southeast Corner of said recorded tract on said centerline; thence North 00 degrees, 49 minutes, 04 seconds West, along said centerline, a distance of 317.03 feet to the Point of Beginning. Containing 0.67 Acres, more or less.

SECTION TWO: PURCHASE PRICE:

Seller grants the above-described real estate unto the Buyers by way of gift, donations, or contribution.

SECTION THREE: TAXES:

BUYERS shall pay all taxes due and owing from and after the date of closing on this Contract.

SECTION FOUR: POSSESSION OF PROPERTY:

SELLER shall give possession of the afore-described property immediately upon closing.

SECTION FIVE: TITLE INSURANCE:

BUYERS shall have the option of obtaining Title Insurance at BUYERS' own expense.

SECTION SIX: CONDITION OF PREMISES:

The property is sold as-is, and SELLER makes no warranty as to the suitability of the property for any proposed use by BUYERS.

SECTION SEVEN: APPLICABLE LAW:

This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas. In the event any action is filed in relation to this real estate purchase, the unsuccessful party in the action shall pay to the successful party in addition to all other sums that may be declared due and payable, a reasonable sum for the prevailing party's attorney's fees, expert fees and costs related thereto.

IT IS MUTUALLY AGREED that all covenants and agreements herein contained shall extend to and be obligatory upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first-above appearing.

BUYERS:

KENNETH AND DOLORES BEOUGHER

By: Kenneth W. Beougher

By: Dolores A. Beougher

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of November 2025, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Kenneth W. Beougher and Doores A. Beougher, who are personally known to me to be the same persons who executed the within instrument in writing.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

SELLER:

THE CITY OF ARKANSAS CITY, KANSAS

By: Chad D. Beeson
Mayor

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of November 2025, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Chad Beeson, who is personally known to me to be the same person who executed the within instrument in writing, and duly acknowledged the execution of same as the authorized act and deed of the City of Arkansas City, Kansas.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

STATUTORY QUIT CLAIM DEED

GRANTOR,

**THE CITY OF ARKANSAS CITY, KANSAS,
a Kansas Municipality,**

BY WAY OF GIFT, DONATION, OR CONTRIBUTION, THE RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED, DOES HEREBY GRANT, CONVEY AND QUITCLAIM UNTO:

GRANTEE,

**KENNETH W. BEOUGHER AND DOLORES A. BEOUGHER,
husband and wife, as joint tenants with the rights of survivorship and not as tenants in common,**

all the following lands and property situated in Cowley County, together with any and all improvements located thereon, subject to easements and restrictions of record, if any, and legally described as:

A tract of land situated in Hill Addition to Arkansas City, Kansas, prepared by Chris A. Meinen PS#1489 on July 21st, 2025, being more particularly described as follows: Beginning at the intersection of the South Right-of-Way for Jackson Avenue and the centerline of vacated "G" Street, said point being the Northeast Corner of a tract of land recorded in Book 1157, Page 30; thence North 89 degrees, 12 minutes, 52 seconds East (assumed), along said South Right-of-Way, a distance of 87.00 feet; thence South 14 degrees, 36 minutes, 00 seconds East, a distance of 60.00 feet; thence South 54 degrees, 49 minutes, 55 seconds East, a distance of 70.55 feet to a point on the West Right-of-Way for U.S. Highway 77 Bypass; thence South 35 degrees, 10 minutes, 07 seconds West, along said West Right-of-Way, a distance of 201.11 feet to a point of deflection; thence South 00 degrees, 40 minutes, 22 seconds East, along said West Right-of-Way, a distance of 49.22 feet; thence South 81 degrees, 38 minutes, 23 seconds West, a distance of 40.44 feet to the Southeast Corner of said recorded tract on said centerline; thence North 00 degrees, 49 minutes, 04 seconds West, along said centerline, a distance of 317.03 feet to the Point of Beginning. Containing 0.67 Acres, more or less.

WITNESS Grantor's hand this the ____ day of November 2025.

By: Chad D. Beeson

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

On this ____ day of November 2025, before me, a Notary Public within and for said County and State, having first been duly sworn under oath, personally appeared: Chad Beeson, who is personally known to me to be the same person who executed the foregoing instrument, and the aforementioned acknowledged said instrument to be her free and voluntary act and deed and a duly authorized act on behalf of the City of Arkansas City, Kansas.

In testimony whereof I have hereunto subscribed my hand and affixed my official seal the day and year last-above appearing.

Notary Public

My appointment expires:

No real estate validation questionnaire is required pursuant to K.S.A. 79-1437e(a)(4), as the transfer of this title is by way of gift, donation, or contribution.



City Commission Agenda Item

Meeting Date: November 4, 2025

From: Randy Frazer, City Manager

Item: Professional Services Agreement with Tisaleen Uremoch for Chuukese language interpretation services in Arkansas City Municipal Court.

Motion: A Resolution to authorize the City of Arkansas City to execute a Professional Services Agreement with Tisaleen Uremoch to provide Chuukese language interpretation services for the Arkansas City Municipal Court, at a rate of \$50.00 per hour plus mileage reimbursement at the current IRS rate.
(Voice Vote)

Background: The Arkansas City Municipal Court frequently requires interpretation services for Chuukese-speaking individuals to ensure due process and equitable access to court proceedings. The City has historically contracted qualified interpreters on a professional services basis to fulfill this need.

This agreement formally appoints Tisaleen Uremoch as the designated Chuukese interpreter for the Municipal Court. Ms. Uremoch will provide accurate and thorough language interpretation between Chuukese and English for court participants, ensuring clear communication between defendants, court staff, and officials.

Under the terms of the agreement, the Interpreter will serve at the pleasure of the City Manager and will not be considered a city employee. Compensation is set at \$50.00 per hour, plus mileage reimbursement at the current IRS rate for travel to and from the court. The contract term is for one year, with the option for renewal upon mutual agreement. Either party may terminate the agreement with 90 days' written notice.

Commission Options:

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

Fiscal Impact: \$50.00/hour varies by hours worked plus mileage

Fund: **01 – General** Department: **204 – Court** Expense Code: **6213 – Translation Services**

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

Attachments: Resolution & Professional Services Agreement

Approved for Agenda by:

Randy Frazer, City Manager

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 2025, by and between:

THE CITY OF ARKANSAS CITY, KANSAS
a Municipal Corporation,
herein referred to as "City,"

and

TISALEEN UREMOCH
[REDACTED]
[REDACTED]

herein referred to as "Interpreter."

PURPOSE: The purpose of this Agreement is to set out the terms and conditions by which the Interpreter shall perform duties of a Chuukese language interpreter as may be required for the Arkansas City Municipal Court and to provide a basis for compensation for such services.

1. Appointment.

The City Manager does hereby appoint Tisaleen Uremoch as Interpreter for the Arkansas City Municipal Court on the date first above written. The Interpreter shall serve at the pleasure of the City Manager.

2. Duties and Responsibilities.

The City assigns to the Interpreter the duty of appearing in the Arkansas City Municipal Court to accurately and thoroughly interpret the Chuukese language into English for the Court and parties involved; and to interpret from the English language to Chuukese for those appearing before the Court who do not speak and understand the English language well enough to be afforded due process.

3. Facilities and Staffing.

The Interpreter shall not be an employee of the City. The Interpreter shall perform the duties of interpreter and receive compensation according to the terms of this contract. The Interpreter shall maintain her own office and any staffing, equipment, and materials essential to the operations of her duties.

4. Compensation.

For the purposes of compensation, the Interpreter shall be paid at an hourly rate of \$50.00 per hour for time spent at the Arkansas City Municipal Court performing her duties as Interpreter. In addition, the Interpreter shall be paid for mileage for travel to and from the Arkansas City Municipal Court at the mileage rate set by the Internal Revenue Service (IRS) in effect at the time of service.

5. Term.

This Agreement shall be for a period of one (1) year beginning _____, 2025. This Agreement may be renewed under the same terms and conditions for successive one (1) year terms upon mutual agreement of the parties. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party or upon such other terms as may be mutually agreed to by the parties.

6. Sole Agreement and Severability.

This Agreement shall constitute the entire Agreement between the City and the Interpreter. If any provision or portion hereof shall be held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, it shall be severed from this Agreement and the remainder shall remain intact and in force. This Agreement shall be interpreted and governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures and bound themselves, their heirs, successors, and assigns to the faithful performance of the covenants herein written effective on the date first above written.

THE CITY OF ARKANSAS CITY, KANSAS

By: _____
Randy Frazer, City Manager

Date: _____

INTERPRETER

By: _____
Tisaleen Uremoch

Date: _____



City Commission Agenda Item

Meeting Date: November 4, 2025

From: Kyle Blubaugh, Environmental Services

Item: High Service Pump Impeller Repair - WTP

Motion: A Resolution Authorizing the City of Arkansas City to enter into an agreement with Cogent Companies, through its Fluid Equipment and Lee Mathews divisions, to provide materials and services to rebuild pumps at the Water Treatment Facility, for an amount not to exceed \$62,966.81. **(Voice Vote)**

Background:

The Water Treatment Facility's High Service Pump #4 failed due to a radial bearing malfunction and excessive wear on the bronze impeller caused by chlorine corrosion in the treated water. To prevent future failures, replacement with a 316 stainless-steel impeller is recommended for its superior chlorine resistance. Given rising stainless-steel costs driven by global market factors, it is most cost-effective to manufacture all four stainless-steel impellers simultaneously.

Lee Mathews Equipment Inc., a branch of Cogent Companies, specializes in providing fluid pumping and treatment equipment is the company we brought in to diagnose the issue, can complete the rebuild of Pump #4 and supply the additional three impellers for the remaining pumps. Remaining pumps will be rebuilt as needed or on a six-month preventive maintenance schedule.

In light of these considerations, it is recommended by the staff to procure the required equipment and installation from Fluid Equipment, as they have presented the most competitive bid cost is \$62,966.81, which includes a \$2,720 savings since we are not outsourcing the rebuilding of the entire pump by utilizing Lee Mathews Equipment, avoiding additional inspection and disassembly expenses.

Commission Options:

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

Fiscal Impact: Amount: **\$62,966.81**

Fund: **16-Water** Department: **651-Water Treatment Facility** Expense Code: **7201-Equipment Repair**

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

Attachments: Resolution, Quote from Fluid Equipment, and Rod Philo's Recommendation.

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2025-11-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO AN AGREEMENT WITH COGENT COMPANIES, THROUGH ITS FLUID EQUIPMENT AND LEE MATHEWS EQUIPMENT INC. DIVISIONS, TO PROVIDE MATERIALS AND SERVICES TO REBUILD PUMPS AT THE WATER TREATMENT FACILITY, FOR AN AMOUNT NOT TO EXCEED \$62,966.81.

WHEREAS, The Water Treatment Facility that relies on multiple high service pumps that are essential to maintain consistent water distribution for transferring waste flows; and

WHEREAS, High Service Pump #4 recently failed due to a radial bearing malfunction and excessive wear on its bronze impeller caused by chlorine corrosion in treated water; and

WHEREAS, city staff recommend purchasing all four stainless-steel impellers and pump repair services from Cogent Companies, through its Fluid Equipment and Lee Mathews Equipment Inc. divisions, who specialize in providing pumping and process equipment solutions and service.

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

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to enter into an agreement with Cogent Companies, through its Fluid Equipment and Lee Mathews Equipment Inc. divisions, to provide materials and services for the rebuild of the Water Treatment Facility's High Service Pump #4, for an amount not to exceed \$62,966.81.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 4th day of November 2025.

(Seal)

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-11-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on November 4, 2025, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



City of Arkansas City, Kansas

Environmental Services Department
Rod Philo
Technical Consultant

Memo

To: Kyle Blubaugh

CC:

From: Rod Philo

Date: October 29, 2025

Re: Recommendation WTP High Service Pump Rebuild with Stainless Steel Impeller & Purchase 3 Additional Stainless Impellers for Remaining Pumps.

High Service Pump #4 locked up. The pump was pulled and taken to Lee Mathews' shop. Inspection of the pump revealed the radial bearing had failed and the bronze impeller vanes were excessively worn far beyond expected wear. The chlorine in the Water Treatment Plant's treated water had caused the excessive wear to the bronze. To remedy the premature failure of the High Service Pumps Lee Mathews recommended the replacement impeller be made of 316 stainless-steel. Stainless steel will resist the high chlorine levels in the finished water. Our current situation is one High Service Pump inoperable and three high service pumps with bronze impellers that could fail at any time. In these times of escalating costs with stainless steel prices expected to rise due to raw material costs, events such as the Russia-Ukraine war and infrastructure development projects expected to drive demand I recommend having all four stainless steel impellers made at the same time to be the most economical. Lee Mathews as our pump representative could accomplish this and rebuild High Service Pump #4 installing the stainless-steel impeller with the other three for the remaining pumps. The remaining pumps would be rebuilt as they failed or scheduled for rebuilding every six months for preventive maintenance.

I recommend the pump repair with the stainless steel impeller and manufacture of three additional stainless steel impellers at the same time from Lee Mathews at their bid cost of \$62,966.81. Acceptance of this bid saves \$2,720.00 for disassembly, cleaning, inspection and estimating cost on our failed pump.

2929 N. 2nd Street / Arkansas City, Kansas / 67005-8883
(620) 441-4484 / Fax (620) 441-4456 / rphilo@arkansascityks.gov
www.arkansascityks.gov

"The City of Arkansas City strives to provide a high quality of life for its citizens by furnishing a variety of efficient services in a professional, courteous manner."


COGENT
**Fluid Equipment
Service Center**

Opportunity Number	OP-629383	Date	10/10/2025
PQ/Order Number	7083497	Salesman	Ubben
Customer	City of Arkansas City	Customer Stock #	
Contact Name, First	Kyle	Service Type	Service
Contact Name, Last	Blubaugh	Brand	Fluid Equipment
Contact Phone	-	Market	Municipal
Contact Cell	-	Fluid Being Pumped	Waste water
Contact Email		Equipment Location/Station	

Manufacturer	Flowserve
Model	GLR-163/14.50
Serial #	1224896
Item Type / Description	rotating assembly
Additional Items	none
Level of Repair	L2 - Sandblasting, thorough inspection, pictures in job file and DCI report, thorough cleaning, critical dimensions and clearanc

DCI Technician	Dalton Perez	DCI Date	9/19/2025
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Pump As Found/Received

Notes:



Initial Inspection

Rotation	CW from Coupling End	Ends Stamped?	N/A	Pump Paint	Blue
Total End Float		Impeller Setting	Center	Impeller Diameter	14.50 "
Splitline Gasket Thick.	N/A	Bearing Housing Gasket T	Aramid Fiber	Bearing Spacer Ring Thick	0.1700 "
Debris in Pump?	N/A	Debris Description:			
Item Rec. With Pump:	1 Coupling	Piping		Gauges	
All Piping, Tubing, Gauges, Etc Photographed?	Yes				
List All Fasteners & Fittings:	2 trico oilers				
Additional Notes:	Drive end bearing locked up				

Pump Seals**Thrust End Seal**

Manufacturer	Unknown
Model/Serial	Unknown
Stuffing Box Bore	
Clearance	
Seal Sleeve ID	
Shaft/Sleeve OD	2.0000 "
Clearance	

Radial End Seal

Manufacturer	Unknown
Model/Serial	Unknown
Stuffing Box Bore	
Clearance	
Seal Sleeve ID	
Shaft/Sleeve OD	2.0000 "
Clearance	

Notes:

Seals will need to be sent out to get refinished

**Thrust End Seal Disposition**

Refinish & Reuse

Radial End Seal Disposition

Refinish & Reuse

Shaft Sleeves & Shaft Sleeve Locknuts

Thrust End

Sleeve Material	Bronze
Sleeve Condition	Minimal Wear
Locknut Material	Bronze
Locknut Condition	Minimal Wear

Radial End

Sleeve Material	Bronze
Sleeve Condition	Minimal Wear
Locknut Material	Bronze
Locknut Condition	Minimal Wear

Notes:

Sleeves will need to be cleaned and o-ring replaced.



Thrust Shaft Sleeve Disposition	Reuse
Thrust Sleeve Locknut Disposition	Reuse
Radial Shaft Sleeve Disposition	Reuse
Radial Sleeve Locknut Disposition	Reuse

Impeller

Impeller Material	Bronze
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Impeller Dimensions

Trim	14.500 "
Bore Diameter	1.7500 "
Shaft Diameter	
Clearance	
Wear Ring Width	0.825 "

Impeller Condition

Vane Condition	Severely Worn
Number of Vanes	8
# of Balance Holes	0
Hub Face Condition	Worn
Condition of Keyway	Minimal Wear
Wear Ring Material	Bronze

Notes:

Vaness have extreme corrosion on the suction sides of the impeller. Recommend replacing bronze impeller/wear rings with 316 impeller and aluminum bronze wear rings.



Impeller Disposition	Replace
----------------------	---------

Case Wear Rings

Thrust End

Wear Ring Material	Bronze
Sealing Face Cond.	Worn
Width of Ring	0.825 "

Radial End

Wear Ring Material	Bronze
Sealing Face Cond.	Worn
Width of Ring	0.825 "

Notes:



Thrust Wear Ring Disposition

Replace

Radial Wear Ring Disposition

Replace

Bearing Housings & Misc

Thrust End Housing

Lubrication	Oil	
Oil Condition	Clean	
Housing Condition	Minimal Wear	
Bearing Model	6308	
Cond. of End Cover	IB	Minimal Wear
Mounting Faces	OB	Minimal Wear
Condition of End	IB	Minimal Wear
Covers	OB	Minimal Wear
Oil Ring Material	N/A	
Oil Ring Condition	N/A	
Oil Ring Sleeve Cond.	N/A	

Deflectors

Material	N/A
Deflector ID	N/A
Deflector OD	N/A



Radial End Housing

Lubrication	Oil	
Oil Condition	Water in Oil	
Housing Condition	Minimal Wear	
Bearing Model	6406	
Cond. of End Cover	IB	Minimal Wear
Mounting Faces	OB	Minimal Wear
Condition of End Covers	IB	Minimal Wear
	OB	Minimal Wear
Oil Ring Material	N/A	
Oil Ring Condition	N/A	
Oil Ring Sleeve Cond.	N/A	

Notes:

Radial bearing housing had water in oil causing bearing to lock up on shaft and housing. Checked radial bearing fit and is within spec.



Thrust Bearing Housing Disposition	Reuse
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Radial Bearing Housing Disposition	Reuse
---	-------

Oil Rings Disposition	N/A
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Deflector Disposition	N/A
------------------------------	-----

Shaft

Shaft Material	316SS
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Bearing Condition	Thrust	Worn
	Radial	Severely Worn

Bearing Shaft Fit	Thrust	Within spec
	Radial	Worn

Thread Condition	Thrust	Minimal Wear
	Radial	N/A

Notes:

Radial bearing stuck on shaft. Radial fit will need to be repaired or shaft replaced



Shaft Disposition	Reuse
--------------------------	-------

Additional Notes & Findings

Item 1:
Wear on Impeller Vanes



Conclusions

Primary Cause of Failure
Radial bearing failed

Additional Notes & Suggestions
Replace bearings / Replace o-rings / Replace impeller with 316ss material / Repair mechanical seals / Repair shaft / Replace wear rings / Clean, balance, and paint

Parts Required		
6406 Ball Bearing	O-ring Shaft Sleeve	O-Ring Labyrinth to Shaft
Mechanical Seal Refurbish	Impeller Casting	Shaft Repair
6308 Bearing	O-ring Labyrinth Seal to Housing	Wear Ring Material - Aluminum Bronze 8" OD x 6" ID
O-Ring Seal Gland		

Inspection Reviewed By	Don Walker	Date	9/22/2025
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SERVICE ESTIMATE

Section , Item 1.

Customer: City of Arkansas City Contact : Kyle Blubaugh Date: 10/10/2025 Phone: 620-441-4484 Fax: 620-441-4426 Project: Rotatiing Assembly Repair Quote #: 7083497 Opp #: OP-629383	LM - Industrial Wichita 2535 S. Leonine Wichita, KS 67217 Phone: 316-267-4700 Fax: 316-267-4774	 LEE MATHEWS A COSENT COMPANY
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Dear Kyle,

We are pleased to offer the following estimate for your review.

Line No	Quantity	Description of Unit	Net Each	Net Ext.
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Flowserve Rotatiing Assembly Repair and Installation & 3 Additional Stainless Steel Impellers

1	1.00	SID-ASSEMBLY Serial Number - 7083497 ROTATING ASSEMBLY REPAIR & INSTALLATION - Flowserve rotating assembly repair replacing impeller with 316 SS impeller - Rotating assembly field installation - 3 additional 316 SS impellers for remaining pumps	Materials Labor Total	\$56,086.81 \$6,880.00 \$62,966.81
		Disassembly, Cleaning, Inspection and Estimating Charge Amount due if this unit is not repaired. An invoice for this charge will automatically generate within 90 days of this estimate. This charge is for DCI (Disassembly, Clean and Inspect). All units left at our facility for more than 6 months will be scrapped unless written notification is received.		\$2,720.00

Delivery: 10 - 11 week(s) after receipt of P.O.
 FOB Point: Shipping Point
 Terms of Payment Upon Receipt
 Quote Validity: 15 Days

SERVICE ESTIMATE

Section , Item 1.

Thank you for the opportunity to provide you with this estimate. Please let us know how you would like to proceed.

Quoted By:
Miguel Tunon-Bedoya
mtunon-bedoya@cogentcompanies.com

Salesrep:
Jeff Ubben
jubben@fluidequip.com
816-795-8511

Material and equipment costs are fluctuating, with price increases that can be sudden and unpredictable. This proposal reflects the current pricing as of the date of this proposal. In the event of supplier price increases or surcharges announced after the date of this proposal up to the final shipment date, the seller may adjust pricing accordingly.

To accept, please sign, date, and return a copy of the signed proposal. By signing and accepting this proposal the buyer acknowledges and agrees to the attached terms and conditions, pricing, and specifications as part of this proposal agreement.

Name (Please Print)

PO#(If Applicable)

Signature

Date of Acceptance

Customer, please provide:

Ship to Address

STANDARD TERMS AND CONDITIONS

Section , Item 1.

1. **DEFINITIONS.** “Company” means Cogent, Inc., including any of Company’s applicable trade names associated with the specific Proposal or specific Agreement. “Customer” means Company’s customer for the specific Proposal or Agreement. “Proposal” means Company’s proposal, estimate, quotation or sales form, including any terms expressly incorporated by reference, and these Terms and Conditions. “Agreement” means the terms of the final agreement entered into by and between Company and Customer relating to the purchase or rental of specific goods, equipment or services, and these Terms and Conditions.

2. **CONFLICT OF TERMS AND INTEGRATION.** Company’s Proposal is expressly conditioned upon Customer’s acceptance of these Terms and Conditions. Any additional or different terms and conditions included in Customer’s purchase order, or other documents or communications, shall have no application or effect on the Agreement, unless specifically agreed to by Company in writing. Company’s commencement of performance or delivery of goods and/or equipment shall not be deemed or construed as an acceptance of Customer’s additional or different terms and conditions. The terms set forth in the Agreement supersede all prior negotiations, representations or agreements, either written or oral between the parties, and can only be modified or amended with the express written consent of Company.

3. **PROPOSAL, WITHDRAWAL AND EXPIRATION.** If the price is included in a Proposal, the price is firm for receipt of an order within 15 days of the date shown on the Proposal. Company reserves the right to cancel a Proposal at any time prior to receiving the acceptance in writing of the Proposal by Customer.

4. **PRICING.** The final price in the Agreement must be accepted by Company in writing. Unless expressly agreed to by Company in writing, the price does not include: (i) any freight charges; (ii) any applicable duties, tariffs or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to the goods, equipment, services and/or project, up to the final shipment date to Customer; and (iii) manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

5. **PAYMENT TERMS.** Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances, starting on the sixteenth (16) day after the invoice date. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company in writing at the time of the Agreement, and shall in no case exceed a period of 120 days. Payment of “commercial transaction” invoices by credit card will be charged a fee based upon Company’s average discount rate for credit card transactions. Company reserves the right to require Customer make payment in advance, or C.O.D., or otherwise modify Company’s credit terms if Customer’s credit standing or scores are found to be not acceptable to Company. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

6. **FINANCIAL INSECURITY ISSUES.** If at a receipt of payment in full by Company of the Agreement, Company receives information on Customer’s financial responsibility or condition that causes Company to become insecure of Customer’s ability to perform under the terms of the Agreement, including but not limited to Customer’s failure to fulfill any other contractual obligations to Company, Company may take the following actions: (a) request further financial assurances, or collateral, from Customer; (b) suspend Company’s performance under the Agreement; (c) defer or decline to deliver any goods or equipment, or services, under the Agreement; (d) stop delivery of goods or equipment in transit, and/or stop rendering services under the Agreement; and/or (e) terminate the Agreement as allowed under the Terms and Conditions. If Customer provides satisfactory financial assurances to Company as requested, including but not limited to payments in advance or other security acceptable to Company, then Company shall continue with its performance under the Agreement. Customer grants to Company a continuing security interest in and a lien upon the goods and/or equipment supplied by or through Company under the Agreement and the proceeds thereof (including insurance proceeds), as security for the payment in full and the performance by Customer of all of its obligations to Company under the Agreement, as well as any other Agreement between the parties. Customer shall execute a financing statement and any other documents needed by Company to enforce this security interest and lien, upon request by Company. For goods and/or equipment purchased by Customer for Customer’s own use, Customer shall have no right to sell, encumber or otherwise dispose of those goods and/or equipment until Company has received payment in full of all amounts owed by Customer under the express terms of the Agreement.

7. **TITLE, DELIVERY AND RISK OF LOSS.** Unless other terms are expressly agreed to in writing by Company, for goods and/or equipment that are shipped from a Company facility or warehouse, those shipments are FOB Company’s shipping point, at which point title transfers to Customer. For goods and/or equipment that are shipped from a manufacturer or distributor, those shipments are FOB manufacturer’s or distributor’s warehouse or factory shipping point as applicable, at which point title transfers to Customer. Delivery dates are estimates, and time is not of the essence.

8. **EXPORT OF GOODS AND/OR EQUIPMENT.** Goods and/or equipment sold by Company to Customer may be subject to applicable export laws and regulations, including the United States Export Administration Regulations. If any goods and/or equipment acquired by Customer is or are exported, Customer agrees to comply with all such applicable laws and regulations. In particular, Customer shall not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods and/or equipment to any country or jurisdiction to which, or to any party to whom, the export or release of any goods and/or equipment is prohibited by applicable law, regulation or rule. As between Company and Customer, Customer shall be responsible for any breach of any export law, regulation or rule. For export shipments from the United States, delivery to Customer of the goods and/or equipment will pass from Company to Customer, as well as title to the goods and/or

equipment, absolutely no later than when the goods and/or equipment are delivered to the shipping port, so that Customer shall be the exporter of the goods and/or equipment.

9. CUSTOMER DELAY OF DELIVERY. If Customer requests Company to delay delivery of any goods and/or equipment included in the Agreement, the requested delay, if agreed to by Company in writing, shall solely effect the delivery date of the goods and/or equipment. Company reserves the right to issue an invoice for the goods and/or equipment as of the originally scheduled, or the first available, delivery date. If Company is required to store or warehouse any goods and/or equipment on behalf of Customer due to the delayed delivery date, any storage and/or warehouse costs and fees will be charged to Customer and payable by Customer to Company upon receipt of an invoice, as well as the costs of any required maintenance of the goods and equipment throughout the period of delay.

10. CUSTOMER CANCELLATION. Customer possesses no right to cancel special or made-to-order goods and/or equipment, unless first requested by Customer in writing to Company, and accepted by Company in a written response to Customer. If any request to cancel is made by Customer, and accepted by Company, Company may issue an invoice to Customer which will include all costs and expenses incurred by Company prior to accepting the cancellation request, including any labor costs and overhead incurred or expended by Company. Goods and/or equipment from a cancelled Agreement, returned to a manufacturer or other source of the goods and/or equipment, shall be returned at Customer's costs, including any delivery and/or restocking charges.

11. INSPECTION OBLIGATIONS. Customer shall inspect the goods and/or equipment upon receipt. When delivery of the goods and/or equipment are to a project site, Customer will notify Company in writing within three (3) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or nonconformity of the goods and/or equipment. For all other deliveries of goods and/or equipment, Customer shall notify Company in writing within ten (10) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or nonconformity of the goods and/or equipment. Failure of Customer to timely deliver the written notice to Company shall constitute a waiver by Customer to claim any shortages in the goods and/or equipment delivered, and to claim any damages to, or nonconformity of the goods and/or equipment delivered to Customer. Customer shall make any claim for loss of or damage to goods and/or equipment while in transit, to the carrier, unless different terms are expressly set forth in the Agreement of the parties.

12. NEW GOODS WARRANTY. For all new goods and/or equipment, Company will pass through to Customer any warranty provided by the manufacturer of any goods and/or equipment supplied by Company. None of the warranties received by Customer shall become effective until such time that Customer has paid Company in full for the goods and/or equipment. **THE MANUFACTURER'S WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED CUSTOMER.**

COMPANY PROVIDES NO OTHER WARRANTY, GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY.

13. USED GOODS AND EQUIPMENT. Used goods or equipment sold by Company are sold in an as-is and where is condition. Unless stated in the Agreement by Company, Company makes no representations or warranties of any kind, express or implied, as to the nature, quality or condition of the used goods or equipment, or its suitability for any use, including without limitation any warranty of merchantability or fitness for a particular purpose, unless expressly agreed to in writing between Company and Customer. Company shall have no liability to Customer in connection with the sale of the used goods and equipment, including without limitation, for loss of profit, loss of income, loss of production, loss of opportunity, or indirect, consequential, incidental, punitive or exemplary damages arising out of or related to Company's sale of used goods or equipment to Customer.

14. INSTALLATION AND STARTUP. Unless otherwise agreed to in writing by Company, installation of the purchased goods and/or equipment shall be the responsibility of Customer. If the manufacturer of any goods or equipment supplied by Company to Customer requires that a representative of the manufacturer be present for the start up of the goods and/or equipment, and Company is designated as the authorized representative for the manufacturer for the start up of the goods and/or equipment, Customer shall provide a minimum of fourteen (14) calendar days notice to Company of the scheduled start up. If, under the stated circumstances, the start up of the goods and/or equipment occurs without Company or some other manufacturer's representative being present, the manufacturer's warranty might be voided, or its coverage limited by that action. For goods or equipment repaired by Company for Customer, if Company requires a Company representative to be present for the start up of the repaired goods and/or equipment, the same fourteen (14) calendar days notice to Company is required. If the goods and/or equipment are started without a Company representative being present, the same limitation or voiding of any applicable warranties can occur.

15. BANKRUPTCY, RECEIVERSHIP, ASSIGNMENT FOR BENEFIT OF CREDITORS, DEFAULT. If voluntary or involuntary Bankruptcy proceedings are commenced against Customer, or similar proceedings such as a receivership or any other insolvency proceedings, or if Customer makes an assignment for the benefit of its creditors, Company may provide written notice to Customer of Company's immediate termination and cancellation of the Agreement. If Customer is in material default of the Agreement, including but not limited to Customer's failure to make any payment when due to Company, then Company can deliver a written notice to Customer of such default and provide notice of a five (5) day right to cure the default. If Customer fails to cure the default within the five (5) day period, or begin commencement of the cure and continue to work diligently on the cure within the five (5) day period, Company has the right to terminate any further

performance of its obligations under the Agreement, without prejudice to any other rights and remedies the Company might have under the Agreement and applicable law. If the Agreement is terminated, the rights, obligations and liabilities of the parties that accrued prior to the termination of the Agreement shall survive the termination.

16. LIMITATION OF LIABILITIES. Except as otherwise provided by applicable law, in no event will Company's liability exceed the amount paid by Customer to Company under the Agreement. In no event shall Company's obligations and liabilities under this Agreement include any indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill. Nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

17. INDEMNIFICATION. Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the goods and/or equipment purchased or rented from Company. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the goods and/or equipment, to the fullest extent allowable by law.

18. COMPANY DRAWINGS. Any drawings that Company prepares and delivers to Customer shall remain Company's property. If Company provides drawings related to the installation of the goods and/or equipment in Company's Proposal, those drawings depict the general type, arrangement and approximate dimensions of the goods and/or equipment to be furnished by Company, are for Customer's information only, and Company makes no representation or warranty regarding the drawings' accuracy. Unless expressly stated to the contrary in the Proposal, all drawings, illustrations or diagrams form no part of the Agreement.

19. CONFIDENTIAL INFORMATION. Company may provide designs, illustrations, processing equipment, repair specifications, manufacturing information, intellectual property and other non-public information ("Confidential Information") to Customer in either the Proposal, or the Agreement, or in the performance of the Agreement. Other than for the performance of the Agreement, Customer agrees to not disclose, use or reproduce any Confidential Information without Company's prior written consent. Customer's agreement to not disclose, use or reproduce Confidential Information shall survive completion of Company's obligations under the Agreement, or termination of the Agreement.

20. CUSTOMER WARRANTY. Customer warrants the accuracy of any and all information provided to Company,

relating to the details of the relevant operation, including but not limited to influent data, temperatures, pressures and where applicable, the nature of all hazardous materials. Company may justifiably rely upon the accuracy of Customer's information in preparing both the Proposal and the Agreement. If Customer's information is later found to be not accurate, Company shall have no liability to Customer, and/or Customer's customer if any, for any losses, liabilities, damages and expenses of any kind, that arise out of, or relate in any respect, to the inaccurate information provided by Customer to Company, and shall defend and indemnify Company for any claims made against Company based upon such inaccurate information.

21. FORCE MAJEURE. Company may cancel, terminate or suspend its Proposal or the Agreement, and Company shall have no liability to Customer for Company's failure to deliver any goods and/or equipment, or to provide any services to Customer, due to force majeure. Force majeure means any event or circumstances beyond Company's reasonable control, including but not limited to natural disasters, wars, strikes, riots, epidemics, criminal actions, changes in applicable laws and failures of suppliers or transportation. In these situations, Company's time for performance shall be extended in an amount equal to the period of time for Company to recover from the causal event, and shall notify Customer within a reasonable period of time of the expected delay. If the force majeure event impacts the pricing specified in the Proposal or the Agreement, Company shall notify Customer of the revised pricing. If Customer rejects the revised pricing in the Agreement, the parties will resolve the cancellation pursuant to the Customer Cancellation clause.

22. LAW AND VENUE. This agreement shall be governed by the laws of the state where the Company's branch office is located from which the goods and/or equipment was rented or purchased, or services were ordered from Company (without reference to principles of conflicts of laws). Customer further agrees that venue and jurisdiction shall be appropriate in the state and/or federal court venue in which Company's branch office is located from which the goods and/or equipment was rented or purchased, or services were ordered from Company; the county and/or federal court venue in which Company's corporate headquarters office is located; as well as the county(ies) in which any materials or equipment purchased from Company were used to improve a piece of real estate, including any structures located on the piece of real estate. This paragraph shall survive any termination, cancellation or expiration of the Agreement. If any dispute between Company and Customer ends up in litigation or arbitration, the prevailing party is entitled to an award of reasonable attorney's fees and costs.

23. DISASSEMBLY, CLEANING, INSPECTION AND ESTIMATE CHARGE. The disassembly, cleaning, inspection and estimate charge ("DCI Charge") is the amount that is due from Customer if Customer decides to not repair the unit(s). An invoice for this amount shall automatically be generated for the DCI Charge within ninety (90) days of the date of the Service Estimate if Customer has not authorized the repairs, or at the date that Customer rejects the estimate for the repairs. All units left at Cogent's facility, not repaired, for more than six (6) months, will be scrapped by Cogent without any liability to Customer. Before scrapping or otherwise disposing of the unrepaired unit(s), Cogent shall deliver a final ten (10) day notice to Customer to pick up the unit(s), or the unit(s) will be scrapped or otherwise disposed of by Cogent without any liability, financial or otherwise, to Customer.

24. MISCELLANEOUS. The captions or titles in these Terms and Conditions are for reference only, and shall have no role nor effect in the interpretation or construction of the Proposal or the Agreement, as applicable. Company's failure to insist, on any one or more instances, upon Customer's performance of the Agreement, or to exercise any rights conferred in the Agreement, will not constitute a waiver or relinquishment of such right, or the right to insist upon Customer's performance in any other respect. The partial or complete invalidity of any one or more provisions in these Terms and Conditions, or any other part of the Agreement, shall not affect the validity or continuing force and effect of any other provision. Unless specifically stated otherwise in these Terms and Conditions, Company possesses all other legal and equitable rights that may be found in the applicable law.

ADDITIONAL RENTAL TERMS AND CONDITIONS

1. DEFINITIONS. All Rented Equipment is detailed in the Rental Contract. Rental fees are charged within each 28-day billing cycle. A Rental Day is equal to one calendar day. A Rental Week is equal to seven (7) calendar days. A Rental Month is equal to twenty-eight (28) calendar days. All rental rates ("Scheduled Rates") are outlined in the Rental Contract. The Standby Rate is 75% of the Scheduled Rate. Standby is for a "second" or additional back-up pump to be running only in the event the primary pump cannot operate. If the standby pump operates for any reason other than failure of a primary pump, the Scheduled Rate will apply to the Standby Pump. For diesel equipment, all Scheduled Rates are based on an up to 8-hour per day shift. If diesel equipment is used for a more than eight (8) hours in a day, the Scheduled Rate for the day shall be charged at 150%. If diesel equipment is used for more than sixteen (16) hours in a day, the Scheduled Rate shall be doubled.

2. BILLING CYCLES. Billing cycles on Rented Equipment are defined as follows: 3-7 Days = 1 Week; 8 Days = 1 Week and 1 Day; 9 Days = 1 Week and 2 Days; 10-14 Days = 2 Weeks; 15 Days = 2 Weeks and 1 Day; 16 Days = 2 Weeks and 2 Days; 17-28 Days = 1 Month. Billing cycles for C.O.D. Customers are defined as follows: 3-7 Days = 1 Week.

3. INSURANCE COVERAGES. Customer is obtaining property coverage at replacement cost of the Rented Equipment. Company d/b/a Velocity shall be included as a loss payee. General liability coverage shall contain limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, a waiver of subrogation and that the insurance is primary and non-contributory to any other available insurance. A copy of the Certificate of Insurance shall be provided to the Customer's contact at Company.

4. ENVIRONMENTAL FEE. Environmental Fee is charged at 1.75% of the Rental Charge for all Rented Equipment.

5. RETURNING RENTED EQUIPMENT. All Rented Equipment shall be returned in as clean as the condition when it was delivered to Customer. If the Rented Equipment is not returned in this manner, a cleaning charge will be added to the final invoice. This cleaning charge will consist of a time and material charge based on the time needed to perform the necessary cleaning, and the required materials.

6. OFF RENT CALL CONFIRMATION. For Rented Equipment the Company is picking up, it is the responsibility of Customer to call into the Company's local branch office and obtain an Off Rent - Call Confirmation Number. This call serves as notification that the Rented Equipment is disassembled, properly decontaminated, and staged in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if the Rented Equipment is not cleaned and staged for removal.

IMPORTANT: Obtaining an Off Rent-Call Confirmation Number does not release Customer from its obligations to safeguard and secure Rented Equipment, including maintaining required Insurance Coverages, while Rented Equipment remains under Customer's care, custody or control, until the return of all Rented Equipment to Company. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure Rented Equipment while awaiting pickup, or until returned by Customer to Company.

7. DIESEL EQUIPMENT MAINTENANCE. All diesel engine driven Rented Equipment requires preventative maintenance every 250 hours of runtime. This is the responsibility of the Customer. Company can provide this service at an additional cost. Overdue maintenance fees will be charged when Rented Equipment is returned without proof of preventative maintenance services. Fees will be charged based upon the number of 250-hour maintenance windows missed during the rental, plus any additional damages which may have been incurred due to lack of proper maintenance of the Rented Equipment.

8. FUELING DIESEL EQUIPMENT. Fuel for diesel engine driven Rented Equipment is not part of this Proposal and/or Agreement and is the responsibility of Customer. An auxiliary fuel tank can be provided for an additional charge.

9. COGENT TERMS & CONDITIONS. A complete list of Terms & Conditions can be found at:

<https://cogentcompanies.com/tandc/>
August 2025



City Commission Agenda Item

Meeting Date: November 4, 2025

From: Jeri Wheatley, EMS Director

Item: AutoPulse Resuscitation System

Motion: A Resolution authorizing the City of Arkansas City to purchase an AutoPulse NXT Resuscitation System from ZOLL Medical Corporation in the amount of \$23,508.70, excluding shipping. **(Voice Vote)**

Background: The purchase of a ZOLL AutoPulse NXT Resuscitation System is needed to enhance the quality, consistency, and safety of cardiopulmonary resuscitation (CPR) provided by our EMS personnel. Manual chest compressions are physically demanding and can vary in depth and rate, especially during extended resuscitation efforts or patient transport. The AutoPulse delivers automated, consistent chest compressions that meet current American Heart Association (AHA) guidelines, ensuring optimal circulation during cardiac arrest events.

Use of the AutoPulse allows rescuers to focus on other critical life-saving interventions such as airway management, medication administration, and patient assessment, while maintaining uninterrupted, guideline-compliant CPR. The device also improves crew safety by reducing the need for manual compressions during ambulance transport, minimizing fatigue and risk of injury to responders.

Implementing the AutoPulse system will help improve patient outcomes, operational efficiency, and provider safety—supporting the department's ongoing commitment to delivering the highest standard of prehospital emergency care.

Commission Options:

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

Fiscal Impact: Amount: **\$23,508.70**

Fund: **01-General** Department: **350-EMS Services** Expense Code: **7405-Machinery/Equipment**

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

Attachments: Resolution and Quote.

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2025-11-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO PURCHASE TO PURCHASE AN AUTOPULSE NXT RESUSCITATION SYSTEM FROM ZOLL MEDICAL CORPORATION IN THE AMOUNT OF \$23,508.70, EXCLUDING SHIPPING.

WHEREAS, The AutoPulse NXT Resuscitation System is a vital tool for emergency medical services (EMS) professionals, designed to deliver high-quality automated, consistent CPR during chest compressions that meet current American Heart Association (AHA) guidelines, ensuring optimal circulation during cardiac arrest events; and

WHEREAS, implementing the AutoPulse system will help improve patient outcomes, operational efficiency, and provider safety supporting the department's ongoing commitment to delivering the highest standard of prehospital emergency care.

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

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to purchase an AutoPulse NXT Resuscitation System from ZOLL Medical Corporation in the amount of \$23,508.70, excluding shipping.

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

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

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 4th day of November 2025.

(Seal)

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-11-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on November 4, 2025, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



269 Main Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626
Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-61204 Version: 1

Arkansas City Fire-EMS Department
115 S D St
Arkansas City, KS 67005

ZOLL Customer No: 121203

Jeri Wheatley
(620) 441-4430
jwheatley@arkansascityks.gov

Quote No: Q-61204
Version: 1

Issued Date: October 28, 2025
Expiration Date: March 31, 2026

Terms: Net due in 30 days

FOB: Shipping Point
Freight: Prepay & Add

Prepared by: Jason Jonas
EMS CPR Territory Manager
jason.jonas@zoll.com
+1 8162158721

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		8700-001003-01	AutoPulse NXT Starter Kit - EMS Includes: AutoPulse NXT Platform, AutoPulse NXT Charger, AutoPulse NXT Lithium Batteries (2), AutoPulse NXT Bands (3 pack), AutoPulse NXT QuickCase, AutoPulse NXT Shoulder Restraint	1	\$23,204.00	\$22,043.80	\$22,043.80
2		8700-001012-01	AutoPulse NXT Lithium Battery	1	\$1,542.00	\$1,464.90	\$1,464.90

Subtotal: \$23,508.70

Total: \$23,508.70

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on March 31, 2026. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.



Arkansas City Fire-EMS Department
Quote No: Q-61204 Version: 1

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Arkansas City Fire-EMS Department

Authorized Signature:

Name: _____
Title: _____
Date: _____