

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Wednesday January 3, 2024
7:30 p.m. – City Hall

	Pages
Call Regular Meeting to Order	
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated December 18, 2023	2-5
Correspondence	
Public Comments (State Name and Address – 5 minutes)	
Appointments, Awards and Citations:	
1. Service Awards – Leisa Humphrey – 10 years	6-10
Amber Blankenship – 10 years	
Fred Heersche – 10 years	
Gary Gayer – 10 years	
2. Staff Appointments – Austin St. John	11
OLD BUSINESS:	
NEW BUSINESS:	
1. Mulvane Facility Use Agreement – Mulvane Patriots – Sheldon Howell/Austin St. John	12-17
ENGINEER:	
1. Engineer’s Update	18
2. Change Order #1 from Snodgrass Construction – \$56,677.38 (Pay appl. #8)	19-22
LAND BANK:	23-25
1. Approve Board of Trustees Meeting Minutes dated August 21, 2023	
2. Approve Annual Report	
CITY STAFF:	
City Clerk	
City Administrator	26-28
1. Emission Reduction and Mitigation Plan Grant	
City Attorney	
CONSENT AGENDA:	29-37
1. Payroll Dated 12/22/23 - \$240,871.49	
2. Tyler Tech Maintenance Agreement - \$36,395.01	
3. Pay Appl. #7 – Snodgrass Construction - \$255,416.13	
4. Utility Bills for November - \$19,562.73	
5. Wire from Wesco - \$47,936.17	
ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:	
1. Next City Council meeting – Wednesday January 17, 2024 – 7:30 p.m.	
ADJOURNMENT	

**MULVANE CITY COUNCIL
REGULAR MEETING MINUTES**

December 18, 2023

7:30 p.m.

The Mulvane City Council convened at the City Building at 211 N. Second at 7:30 p.m. Presiding was Mayor Shelly Steadman, who called the meeting to order.

COUNCIL MEMBERS PRESENT: Brent Allen, Tim Huntley, Nancy Farber Mottola, Kevin Cardwell, Kurtis Westfall.

OTHERS PRESENT: Austin St. John, Debra Parker, Mike Robinson, Chris Young, Gordon Fell, Joel Pile, Pete Swart, Larry Richardson, Charlie Cadwell, Jerry Quigley, Terry Lane, Candace Dudley, Paul Foster.

PLEDGE OF ALLEGIANCE: All stood for the Pledge of Allegiance led by Mayor Steadman.

APPROVAL OF REGULAR MEETING MINUTES:

MOTION by Mottola, second by Huntley to approve the Regular meeting minutes dated December 4, 2023.

MOTION approved unanimously.

CORRESPONDENCE: Councilmember Mottola received comments regarding the naming of the Downtown Park.

PUBLIC COMMENTS: None

APPOINTMENTS, AWARDS AND CITIATIONS: None

OLD BUSINESS

1. Review Proposal to Name Park:

Mayor Steadman reviewed the information presented at the last City Council meeting regarding naming of the park located downtown at Prather and Main St. and reviewed the policy for naming a new park. Since the park is located downtown, the council liked the idea of naming the park after the first historic business at that location instead of a person. It was noted that there would be other opportunities to name a park with some of the suggestions previously presented.

Charlie Cadwell had presented a petition at the last meeting in support of naming the park Hixson Park after former City Administrator, Kent Hixson. Cadwell asked for the process in pursuing the original petition for naming the park. Council suggested he speak to the City Administrator, Austin St. John, to get the process for doing so.

City Attorney, J.T. Klaus, commented that the Harry C. Nessly memorial is currently in Cobb Park. It is a waymark for the State of Kansas.

MOTION by Allen, second by Huntley to name the park Nessly Auto Park.
MOTION approved unanimously.

NEW BUSINESS

1. New Copier/Printer for Police Department/Court:

Public Safety Director, Gordon Fell, reported that due to maintenance issues and the current machines reaching their end of life, he would like to replace the copier/printer for the Police Department/Court.

MOTION by Cardwell, second by Westfall to approve the agreement with Konica Minolta for a Bizhub C3350i and Bizhub C450i with the One Rate Program and maintenance agreement for c458 as approved by the City Attorney.

MOTION approved unanimously.

2. City Prosecutor Contract:

Public Safety Director, Gordon Fell, requested renewing the Independent Contract with Joy K. Williams for City Prosecutor.

MOTION by Allen, second by Huntley to approve the contract with Joy K. Williams.

MOTION approved unanimously.

3. 2024 Cost of Living Adjustment:

City Administrator, Austin St. John, reviewed the history of the COLA for employees since 2011. The Bureau of Labor Statistics showed an increase of 2.9%. Social Security is implementing a 3.2% increase. The City budgeted for a 5% increase for 2024.

Mayor Steadman indicated it is nice to receive a COLA for those employees who are topped out on the pay scale. Mottola felt a 1% increase was sufficient but would consider a 2% increase.

MOTION by Huntley, second by Cardwell to implement a 3% cost of living adjustment (COLA) for the 2024 payroll purposes.

MOTION approved 4 – 1 with Mottola opposed.

ENGINEER

1. Project Review and Update:

Downtown Park – Park improvements have been completed and the park is open to the public. The Contractor is working on a Change Order and Final Pay Application.

Main “A” Sanitary Sewer – The Contractor expects to mobilize the first of the year. The Contractor is working on traffic control plans, and the City is still waiting to hear back from BNSF.

Pearl St. Water Line, College Ave. to Park Ave. – The City is waiting for KDHE approval to proceed with construction.

GIS Mapping – The City Administrator and Engineer have completed a preliminary draft of a “Request for Proposal” (RFP) for GIS mapping services.

2. Boundary Resolution:

Whenever the city limits change due to annexation or de-annexation, a new Boundary Resolution must be approved by the end of the year. In June 2023, the City annexed property located near the northeast corner of 111th Street S. and Webb Road. This property was platted as the “Harvest Point Addition.”

MOTION by Mottola, second by Allen to approve the 2023 Boundary Resolution #2023-7 and authorize the Mayor to sign.

MOTION approved unanimously.

CITY STAFF

City Clerk: None.

City Administrator:

KPP Solar Array Update – Currently KPP is looking at using the City owned land next to the wastewater treatment plant. Even though this property is in the flood plain, KPP does not believe it will be an issue. A LiDAR survey of the property will be conducted to further evaluate the property. Some items of consideration will be the zoning and also approval from FEMA for use of the land. Councilmember Allen asked what the City would gain from this project. KPP will build a 2 MW solar project that will be behind the City meter. This will allow the City to receive a credit to help lower our electric bill.

Support of Homeless Infrastructure Funding in the State Budget – Homelessness continues to be an issue in Sedgwick County and across the state. Representative Leah Howell is requesting the City to be included in a letter of support asking Governor Laura Kelly to put \$50 million in her budget for homeless infrastructure. The request is not asking for any financial contribution from the City of Mulvane.

MOTION by Huntley, second by Cardwell for the City of Mulvane to support future State or Federal grant funding for homeless infrastructure.

MOTION approved unanimously.

City Attorney:

Update on the Sale of Quad Co. - City Attorney, J. T. Klaus, gave the council an update on making an application to prepay the loan for Quad Co. There have been many obstacles. A copy of the original loan document from 1980 is needed along with numerous certifications. Klaus explained the process would take 180 days to complete, and the lease for any new tenants would need to include notification explaining we could be prepaying our Federal loan and after that time the rent could be raised to either a market rate rent or be asked to be removed from the project. It is preferable to get the documents completed by the end of the year, making the 180 days July 31, 2024 for closing.

Executive Session - City Attorney, J.T. Klaus, requested an Executive Session to discuss matters involving non-elected personnel for a period of ten (10) minutes.

MOTION by Allen, second by Huntley to recess this meeting to an Executive Session for the purpose of discussing matters involving non-elected personnel pursuant to K.S.A. 75-4319(b)(1) for the purpose of discussing a personnel issue for a period not to exceed ten (10) minutes to include the Mayor, City Council, City Administrator, and City Attorney and to reconvene in open session at approximately 8:45 p.m.

MOTION approved unanimously at 8:35 p.m.

MOTION by Mottola, second by Cardwell to reconvene the regular meeting of the City Council.
MOTION approved unanimously at 8:45 p.m.

Mayor Steadman advised that no decisions were made during the Executive Session.

City Attorney, J. T. Klaus, asked for clarification of Item #5 on the Consent Agenda. This is for repairs to the Rock Rd. Bridge Abutment Joint due to damage that occurred during the November 25th snowstorm.

CONSENT AGENDA ITEMS:

MOTION by Mottola, second by Westfall to approve consent agenda items 1-7.

1. Payroll dated 12/8/23 - \$253,428.32
2. Warrant Register for November - \$1,571,614.06
3. Excelsior Blower Systems – Blower for WWTP - \$10,560.20
4. Purchase of Sodium Hydroxide and Ferric Chloride from Brenntag - \$25,700.00
5. Repairs to Rock Rd. Bridge Abutment Joint – Dondlinger Construction - \$34,850.00
6. Purchase of Electrical Supplies from Stanion Wholesale - \$29,620.08
7. Purchase of Electrical Supplies from Wesco - \$47,441.63 & \$15,578.21

MOTION approved unanimously.

ANNOUNCEMENTS, MEETING, AND NEXT AGENDA ITEMS:

Next City Council Meeting – Wednesday, January 3, 2024, at 7:30 p.m.

ADJOURNMENT:

MOTION by Allen, second by Huntley to adjourn the regular meeting of the Mulvane City Council.

MOTION approved unanimously at 8:47 p.m.

Minutes by:
Debra M. Parker, City Clerk



"PROFESSIONAL SERVICE WITH HONOR"



JSC Class 3 | 5

January 3rd, 2024

10 Year Service Awards

Leisa (Kay) Humphrey - Kay started her EMS career at Winfield EMS, where she served for 10 years. During her off-time, Kay enjoys the outdoors for the peace and quiet it brings. It is indeed a small world. In conversation with her, I learned that she grew up in the same small Missouri town with some of my wife's family. We are grateful to have Kay as a member of Mulvane EMS and look forward to the next 10 years.

Amber Blankenship - Amber started her EMS career at Mulvane EMS 10 years ago. She enjoys spending time with her family and crafting. She is an expert at crochet and has an Etsy store to display her work. Whenever there is a community event, Amber is always eager to get involved. We are excited to see what Amber will accomplish in the next 10 years.

Fred Heersche- Though Fred is receiving his 10 Year Service Award, he is also recognized for his 22 years of volunteer service to Mulvane Fire Rescue. Fred is an outstanding resource for the community, if at any point we need to recall an event or locate someone we often turn to Fred "the rolodex" for information. What does Fred do: he can buy it, fabricate it, fix it, and sometimes break it; he responds to FIRE calls, EMS calls and helps citizens of Mulvane any way he can. In his spare time, he is a member of USD 263 School Board. The City of Mulvane is thankful to have Fred as an employee and member of this community.

Gary Gayer - Gary retired from Sedgwick County EMS with 25 years of service before joining Mulvane EMS. When he is not working, Gary enjoys spending time with his grandchildren, competing in triathlons, and embarking on extensive international travel. We are grateful for the years of experience and knowledge that Gary brings to Mulvane EMS as he continues to pedal on.

Certificate of Appreciation

Conferred Upon

Leisa Humphrey

The League of Kansas Municipalities bestows this Certificate of Appreciation upon Leisa Humphrey in recognition of their 10 year contribution to the betterment of Kansas communities through loyal and dedicated service to the City of Mulvane.



A handwritten signature in dark ink, appearing to read 'J. Michael Wilkes'.

J. Michael Wilkes, President, 2023
League of Kansas Municipalities


Certificate of Appreciation

Conferred Upon

Amber Blankenship

The League of Kansas Municipalities bestows this Certificate of Appreciation upon Amber Blankenship in recognition of their 10 year contribution to the betterment of Kansas communities through loyal and dedicated service to the City of Mulvane.




J. Michael Wilkes, President, 2023
League of Kansas Municipalities

Certificate of Appreciation

Conferred Upon

Fred Heersche

The League of Kansas Municipalities bestows this Certificate of Appreciation upon Fred Heersche in recognition of their 10 year contribution to the betterment of Kansas communities through loyal and dedicated service to the City of Mulvane.



A handwritten signature in dark ink, appearing to read 'J. Michael Wilkes'.

J. Michael Wilkes, President, 2023
League of Kansas Municipalities

Certificate of Appreciation

Conferred Upon

Gary Gayer

The League of Kansas Municipalities bestows this Certificate of Appreciation upon Gary Gayer in recognition of their 10 year contribution to the betterment of Kansas communities through loyal and dedicated service to the City of Mulvane.




J. Michael Wilkes, President, 2023
League of Kansas Municipalities

CITY COUNCIL MEETING
January 3, 2024

TO: Mayor & City Council
FR: City Administrator
RE: City Officer Appointments
ACTION: Discuss and act on annual appointment of City Officers

Background:

At the first City Council meeting in January, the Mayor, by and with the consent of the City Council, must appoint the following City officers: City Clerk, City Treasurer, Chief of Police/Director of Public Safety, Municipal Court Judge, and City Attorney. The Mayor may also, by and with the consent of the City Council, appoint one or more Deputy City Clerks.

Legal Considerations:

Pursuant to K.S.A. 12-16,128, if the City Council fails to approve mayoral appointments within 45 days, such appointments are deemed approved. Further, mayoral appointments must be approved unless the City Council makes a specific finding by the passage of a resolution that the person is either unqualified to hold the office or is not fit to hold the office or position.

City Staff:

The City Code at Section 115.010 requires that five (5) City officers be appointed at the first meeting in January. One or more Deputy City Clerk may also be appointed.

Recommendation:

Motion to appoint the following officers for an annual term commencing January, 2024:

City Clerk	Debra M. Parker
Police Chief	Gordon Fell
City Attorney	J.T. Klaus
City Treasurer	Shelby Fawcett
Deputy City Clerk	Lachelle Tootle
Municipal Court Judge	Larry Linn

January 3, 2024
City Council Meeting

TO: Mayor and City Council
FROM: City Administrator
RE: **Mulvane Facility Use Agreement**
ACTION: **Approve Mulvane Facility Use Agreement**

Background:

In October 2023, the city of Mulvane was approached by the Kansas Collegiate League Baseball (KCLB) about being the home of the Mulvane Patriots baseball team, and about use of the baseball field at the Mulvane Sports Complex. The council has asked for a facility use agreement to be written up to allow the Mulvane Patriots to utilize the city's facilities, including the sale of beer on game days.

Included is a proposed agreement for the use of the Main Field at Mulvane Sports Complex located at 955 E 111th Street. Terms include:

1. Payment of \$5,000 for the initial year.
2. Use of the Main Field facilities.
3. Team Obligations of staffing their events and preparing/maintaining the facilities, as well as submitting their schedule.
4. City obligations of facility maintenance, as well as materials to be provided by the city.

Financial Considerations:

The costs lined out in this agreement is \$5,000 from the city to the Mulvane Patriots as a startup fee. This funding will come out of the Transient Guest Tax.

Legal Considerations:

The City Attorney has reviewed and made changes to the agreement. Further comments may be made at the council meeting.

Recommendation/Action:

1. **MOTION: I move we approve the Mulvane Facility Use Agreement.**

FACILITY USE AGREEMENT

Mulvane Sports Complex, (Main Field)

This FACILITY USE AGREEMENT (the "Agreement") is made this ____ day of _____, 2023 (the "Effective Date"), by and between the City of Mulvane, Kansas, a municipal corporation of the State of Kansas (the "City") and the Mulvane Patriots ("Team"), an affiliate of the Kansas Collegiate League Baseball (the "Team").

1. Grant and Term. The City hereby grants to the Team the non-exclusive right to use and occupy the land and structures known as the Mulvane Sports Complex (Main Field) located at 955 E 111th St S. Mulvane, KS 67110 (the "Facility") for a one-year term following the Effective Date of this Agreement. The Team shall have access to the Facility for its baseball season beginning May 30th of each calendar year during the Effective Term of this Agreement. The Team agrees to leave the Facility in equal or better condition than granted.
2. Payment. The city agrees to pay the Team \$5,000 during the initial year of this Agreement. The City will provide use of the Facility to the Team at no cost during the Effective Term of this Agreement.
3. Use. The Facility shall be used by the Team for its baseball season and other activities related thereto and/or for any other uses permitted by the City. The Team shall have access to the Facility's Main field, press box, basic sound system, scoreboard, concessions, and bathrooms.
4. Non-Affiliated Use. The city may allow the use of the Facility for events not affiliated with the Team, subject to available scheduling. The City will maintain a master schedule for use of the Facility by the Team and other entities. The master schedule shall be shared with the Team for non-affiliated events to be scheduled accordingly. The City shall retain the authority to manage scheduling conflicts and to serve as the final arbiter of any scheduling dispute.
5. Team Obligations. The Team shall provide the following services to the City for payment under this Agreement:
 - a. Provide general operations for Mulvane Patriots to include umpire services for games, purchasing of baseballs, and indoor practice facility rentals.
 - b. Provide maintenance responsibilities for the Team's use of the Facility, as follows:
 - i. Prepare the field for all Team practices and home games, to include miscellaneous game day preparation, at the sole discretion of the Team.

- ii. Maintain the dugouts, press box, seating areas, ticket booths; keeping the interior and exterior clean and in good condition for Main Field. Promptly report any damage to the City.
 - iii. Submit all practice and game day schedules to the City, as well as the name and contact information of the coach responsible or staff member.
 - iv. Provide security for Team events should that be needed or required.
6. City Obligations. The City shall provide the following services to the Team for its obligations under this Agreement:
- a. The city will maintain weeds, water, and mow the facility.
 - b. The city will provide Maintenance materials for the Team to apply. (Quick Dry, Chalk, Paint, etc.)
7. Condition of Premises. The Team acknowledges that the City has made no warranties or representations pertaining to the quality or condition of the Facility.
8. Operations and Maintenance. The parties shall maintain the Facility during the Term in the manner provided in this Agreement. The Team shall use all reasonable precautions to prevent waste, damage, or injury to the Facility.
9. Alterations. Except as otherwise provided herein, the Team shall not make any permanent alterations, additions, or improvements to the Facility. Any and all alterations, additions, or improvements to the Facility which may be made by the Team, except the Team's equipment and supplies not permanently attached or affixed to the Facility, shall become the property of the City and shall remain upon and be surrendered with the Facility as part thereof, without disturbance or damage, upon expiration or termination of this Agreement, unless otherwise expressly agreed to in writing by both parties. Improvements made by the City prior to the Effective Date of this Agreement shall remain the property of the City and may be removed and retained by the City at its discretion.
10. Inspections. The City reserves the right to perform periodic inspections of the Facility to assure compliance with the Agreement.

11. Insurance. The City shall maintain all property casualty insurance coverage for the Facility. The Team shall provide the City with a general liability insurance certificate demonstrating insurance coverage of at least \$1,000,000 per occurrence, with the City named as an additional insured prior to the commencement of play. In addition, the Team shall be responsible for maintaining suitable insurance coverage on any contents owned by them. The City shall not be liable for damage or theft of contents owned by the Team stored at the Facility.
12. City Equipment. The Team's employees and agents are not authorized by the City to operate City-owned equipment for maintenance of the Facility without written consent. The City shall not be liable or responsible for any injury or damage that is a result of any Team employee or agent using City-owned property.
13. Indemnification. The Team hereby indemnifies and agrees to save harmless the City, its officers, officials, employees, and volunteers from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorneys' fees, for injury or death of any person or for loss or damage to property that (i) arise from or are in connection with the operation of the Team's business; (ii) arise from or are in connection with Team's use of City-owned property; (iii) arise from or are in connection with this Agreement.
14. Utilities. The City shall pay all utility expenses associated with the operation of the Facility.
15. Taxes. The City shall pay all real property taxes and assessments levied or assessed against the Facility. The Team shall pay all taxes assessed or imposed upon the Team's business or upon the Team's fixtures, furnishings, or equipment in the Facility.
16. Assignment. The rights and privileges of the Team under this Agreement are not assignable without the prior, written consent of the City. Except as otherwise stated in this Agreement, the Team shall not be entitled to sublease services to vendors and receive the proceeds therefrom without the prior, written consent of the City. The Team may sublease temporary advertising space at the Facility during the Term of this Agreement with prior approval of the City. The Team shall also be permitted to display temporary signage at the Facility during the Term of this Agreement. Any signage and advertisements installed on the Facility must be removed by the Team following the termination of this Agreement. The City shall have the right to freely assign this Agreement without notice to or the consent of the Team.
17. Use of Alcohol. The sale and consumption of alcohol during the Team sanctioned events in the Facility shall be allowed at specifically designated and controlled entry areas upon formal approval by the governing body of the City. Such sale and consumption shall be in accordance with all laws, rules, regulations, and ordinances of the governing body of the City and any state agency whose authority extends to the Facility or the sale and consumption of alcohol during any events.

18. Termination. This Agreement may be terminated upon thirty days' written notice without cause or penalty by either party. Any such termination shall become effective only after the conclusion of the then-current season.
19. Notices. Notices and communications required to be in writing pursuant to this Agreement shall be effective only if delivered personally, sent by facsimile, electronic mail, or certified mail, to the following:

Mulvane Patriots
Attn: Sheldon Howell
6501 W Irving
Wichita, KS 67209

City of Mulvane, Kansas
Attn: City Manager
211 N 2nd Ave.
Mulvane, KS 67110

20. Entire Agreement and Successors. This Agreement contains the entire agreement between the parties and there are no promises, or agreements, oral or written, express or implied, between them other than as herein set forth. No change or modification to this Agreement shall be effective unless it is in writing by the parties. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.
21. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
22. No Waiver. No failure by the City to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Agreement to be kept, observed or performed by the Team, and no failure by the City to exercise any right or remedy available upon a breach of any such term, covenant, agreement, provision, condition or limitation of this Agreement, shall constitute a waiver of any such breach or any such term, covenant, agreement, provision, conditions or limitation.
23. Governing Law and No Merger. This Agreement shall be governed by, construed under, and interpreted and enforced in accordance with the laws of the State of Kansas. There shall be no merger of this Agreement or the leasehold estate created hereby with the fee simple estate in the Facility or any part thereof, by reason of the fact that the same person or entity may acquire, own or hold, directly or indirectly, this Agreement or the leasehold estate created hereby or any interest in this Agreement or such leasehold estate, and the fee simple estate in the Facility or any interest in such fee simple estate; and this Agreement shall not be terminated except as provided herein.
24. Captions. The captions of this Agreement are for convenience only, are not a part of this Agreement, and do not in any way limit or amplify the terms and provisions hereof.
25. Disclaimer of Joint Venture, Partnership, Sponsorship, Affiliation, License, and Agency. No term provision, or condition of this Agreement shall be construed to create a joint venture, partnership, sponsorship, affiliation, license, or create any agency relationship of legal association between the City or the Team in any manner to make either party liable for the other's debts, defaults, obligations, actions, conduct, liabilities, or losses hereunder.

IN WITNESS WHEREOF, the City and the Team have caused this Agreement to be executed and intended to be legally bound as of the day and year first above written.

CITY OF Mulvane, KANSAS	Mulvane Patriots
By:	By:
Shelly Steadman, Mayor	Sheldon Howell, President

**CITY COUNCIL MEETING
MULVANE, KANSAS
January 3, 2024**

TO: The Honorable Mayor and City Council
SUBJECT: **Engineer’s Report on Infrastructure Projects**
FROM: Christopher R. Young, PE, City Engineer
ACTION: Status Updates on City Infrastructure Projects

Outlined below is a list of City projects currently under design, review, and/or construction followed by a brief status report for each project.

Project Name/Description	Project Status
Downtown Park <i>(Sales tax funding)</i>	<p><u>Completed to Date:</u> Park improvements have been completed and the park is open to the public.</p> <p><u>Remaining Work:</u> none.</p> <p><u>Contract Status:</u> See 1/3/24 City Council memorandum.</p>
Phase 2 Main A Sanitary Sewer Improvements <i>(Bond Issue funding)</i>	<p><u>Completed to Date:</u> The City received a signed agreement from the BNSF for the proposed SS crossing at Bridge St./K-53. The Contractor has prepared and submitted a traffic control plan, staff has reviewed and returned comments. The Contractor has prepared a detailed project schedule indicating construction activity will commence on approx. 1/9/24 and will complete approx. 5/27/24.</p> <p><u>Remaining Work:</u> KDOT approval of a (revised) traffic control plan. Contractor coordination with BNSF’s field engineer (Wilson & Co.) including shop drawings and scheduling. K-One call, field verifications for existing utilities, material staging, construction staking and traffic control installations at Bridge St./K-53 and Boxelder.</p> <p><u>Contract Status:</u> Phase 2 current contract amount with Apex Excavating, LLC is \$1,161,060.00. The contract time for Phase 2 is 180 calendar days. The Contractor has up to 90-days of the agreement date to begin work.</p>
Pearl St. Water Line, College Ave. to Park Ave. <i>(ARPA grant funding)</i>	<p><u>Completed to Date:</u> Final design plans were submitted to KDHE on 10/4/23.</p> <p><u>Remaining Work:</u> The City is waiting for KDHE approval to proceed with construction.</p> <p><u>Contract Status:</u> The City’s Public Works - Utility Department plans to construct, inspect and oversee construction of the water line replacement.</p>
GIS Mapping Updates <i>(Administration Operating Budget)</i>	<p><u>Completed to Date:</u> The City Administrator and Engineer have completed a preliminary draft of a “Request for Proposal” (RFP) for GIS mapping services. These services would include updating existing ArcGIS maps and software as needed to provide a web-based GIS mapping system. The GIS Consultant would act as the GIS software administrator, receive record updates on base map and infrastructure changes, update GIS maps and provide web-site support.</p> <p><u>Remaining Work:</u> Prepare and distribute the RFP, receive and evaluate proposals.</p> <p><u>Contract Status:</u> TBD based on proposals received/approved.</p>
Phase 1 Harvest Point Addition Infrastructure <i>(Municipal Bonds)</i>	<p><u>Completed to Date:</u> Approx. 75% of field surveys have been completed. Preliminary Mass Grading and Detention Ponds and Sanitary Sewer plans are approx. 65% complete.</p> <p><u>Remaining Work:</u> Complete preliminary Mass Grading and Detention Ponds, Sanitary Sewer, Storm Sewer and Water Line plans. Submit plans to Public Works, received comments and proceed with final plans and permit applications.</p> <p><u>Contract Status:</u> An engineering services agreement and estimated timeline for design and construction oversight was presented and approved by the City Council on 12/3/23.</p>

December 20, 2023

Mr. Austin St. John, City Administrator
CITY OF MULVANE – CITY HALL
211 North Second Street
Mulvane, Kansas 67110

Re: Snodgrass & Sons, Construction Co., Inc. - Application and Certificate for Payment
Design/Build Services for Downtown Splash Pad Park
Mulvane, Sedgwick/Sumner County, Kansas
Y&A Project No. 22-490

Dear Mr. St. John:

Transmitted herewith is Change Order No. 1 as requested by the Contractor for the above referenced project. The Contractor is requesting this change order for cost "overages" they claim were not anticipated or included in their contracted GMP price. If approved, the attached change order would comprise the total amount of the Contractors (final) Pay Application No. 8, also attached.

We have reviewed the overage items as presented and as listed in the attached draft Council memo, and concur these items were either unforeseen and/or specifically requested by the City during the design-build process. We believe the Contractor's stated total overage amount of \$56,677.38 or 4.36% of the total \$1.3M GMP is a reasonable amount for the items described.

Pending your approval we will be happy to present the attached memo for consideration by the City Council. Please feel free to contact the undersigned should you have questions or need any additional information.

Very truly yours,
YOUNG & ASSOCIATES, PA



Christopher R. Young, PE
City Engineer

Attachments

CITY COUNCIL MEETING
MULVANE, KANSAS
January 3, 2024

TO: Mayor and City Council
SUBJECT: **Downtown Park (Nessly Auto Park)**
FROM: Chris Young, City Engineer - Young & Associates, PA
ACTION: ACTION ITEM - Approve Change Order No. 1

Background:

On January 16, 2023 the City Council approved a design-build agreement with Snodgrass & Sons Construction Co., Inc. to design and construct a “splash pad” park at the southwest corner of Main and Prather. The park project was substantially completed on November 11, 2023.

Analysis:

During the design-build project the Contractor encountered certain unforeseen site issues and made several design modifications as requested by the City. Subsequently, the Contractor is requesting a change order to increase their contract amount for the following additional items:

- Buried concrete and rubble was encountered during on-site excavations which required removal and disposal. In addition, some existing soils were found to be un-compactable and had to be excavated and replaced with compactable soils.
- A storm drainage line was added from the park to Styx Creek. This line included a sanitary sewer by-pass connection required by KDHE.
- A storm sewer curb inlet was added north of the Pix building. During the design survey, a low point was detected in Main St. A curb inlet was installed to improve street drainage.
- A 4’x6’ reinforced concrete water valve vault with back-flow prevention was added at the request of Public Works.
- Soffits were added to the park structure.
- Composite wood was added to the planter box to match fencing materials.
- An irrigation line was installed under Prather for future irrigation.
- Heat, ductworks, venting and multiple stalls were added to the bathroom.

Financial Considerations:

The AIA agreement with Snodgrass states the GMP (Guaranteed Maximum Price) as \$1,300,000.00. According to the Contractor, the above items added \$56,677.38 to the total project costs. This amount represents a 4.36% increase in the GMP.

In May of 2022 the City approved an Ordinance for a 1% sales tax to be used for various infrastructure projects including the proposed downtown park. The sales tax went into effect on July 1, 2022.

Legal Considerations:

Per City Attorney.

Recommendation/Action:

City staff recommends approving Change Order No. 1 as outlined above and stated in the following Sample Motion:

Sample Motion -

I move the City approve Change Order No. 1 with Snodgrass & Sons Construction Co., Inc. in the amount of \$56,677.38 and authorize the Mayor to sign.

CONTRACT CHANGE ORDER NO. 1

Project: **Downtown Park Improvements**
City of Mulvane, Sumner County, Kansas
Y&A Project No. 22-490

Contractor: **Snodgrass & Sons Construction Co., Inc.**
2700 George Washington Blvd.
Wichita, Kansas 67210

Date: December 18, 2023

1. The following changes are hereby made to the CONTRACT DOCUMENTS:
During the design-build project the Contractor encountered certain unforeseen site issues and made several design modifications as requested by the City. See attached letter from Aaron Snodgrass, President, Snodgrass & Sons Construction Co., Inc.

2. The following changes are hereby made to the CONTRACT AMOUNT:

2.1 Original Contract Amount (GMP per original AIA design-build agreement).....	\$1,300,000.00
2.2 Current Contract Amount adjusted by previous Change Orders.....	\$1,300,000.00
2.3 Net (Increase) in Contract Amount due to this Change Order..... (see attached)	\$ 56,677.38
2.4 Total Revised (Final) Contract Amount, including this Change Order.....	\$1,356,677.38

3. The following changes are hereby made to the CONTRACT TIME:
No change in contract time.

Original Contract Time..... 214 Calendar Days
Original Start Date..... January 16, 2023
Original Substantial Completion Date..... August 18, 2023

CHANGE ORDER AUTHORIZATION:

Change Order No. 1 Requested by:
CONTRACTOR



Snodgrass & Sons, Construction Co., Inc. 12/20/23
2700 George Washington Blvd., Wichita, KS 67210 Date

Change Order No. 1 Recommended by:
RESIDENT PROJECT REPRESENTATIVE



Young & Associates, FA, 12/20/23
100 South Georgie, Derby, KS 67037 Date

Change Order No. 1 Accepted by:
OWNER

City of Mulvane, Kansas Date
211 N. 2nd Ave., Mulvane, KS 67110



October 31, 2023

RE: Mulvane Park Overages

To Whom It May Concern,

Snodgrass has made every effort to design and construct this project within the budget we set forth and the guidelines provided to us within the proposed RFQ. We anticipate going over our GMP budget and wanted to communicate that with you.

Below is a list of additional items that were added and/or unforeseen during the construction phase of the project:

- Storm Drainage from the splash pad drain to Sticks Creek. KDHE requested that there be a sanity sewer assembly installed as well.
- Type 2 curb inlet off Main St. per C1.3.
- Vault that brings water to the park (requested by city employees).
- Excavation taking an additional 2 weeks to complete due to the footings, concrete items, and brick found at different depths inside the park. We had to haul off deteriorated soil and bring in new soil.
- Alley Paving (option)
- Adding Soffit to the park design
- Adding composite wood to the planter box to match the fencing.
- Adding irrigation to the areas located off Main St.
- The initial mechanical budget given to me for the bathrooms was \$35,000. When we added heat, ductworks, venting, and multiple stalls, the price jumped to \$96,950.00.

Below is itemized cost associated with the additional items:

Item	Fee
Storm Drainage to Sticks Creek	\$ 26,195.00
Water Vault	\$ 4,447.00
Earthwork overage	\$ 13,365.00
Soffit Panel Add on	\$ 14,375.00
Adding Composit wood to Planter Box	\$ 2,873.00
Adding Irrigation to areas of Main St.	\$ 3,500.00
Mechanical subcontractor (Design Add Ons)	\$ 61,950.00
Subtotal Additional Cost	\$ 126,705.00
Subtotal Construction Cost	\$ 1,233,343.07
Total Project Cost	\$ 1,356,677.38
Less: Contract GMP	\$ (1,300,000.00)
Total Change Order No. 1	\$ 56,677.38

Agenda Section – Land Bank

January 3, 2024
Mulvane Land Bank Trustee Meeting

TO: Chair & Land Bank Trustees
FR: Land Bank Staff
RE: Land Bank Related Business
ACTION: Conduct Land Bank business

The City Council is also the Mulvane Land Bank – Board of Trustees. All land acquisition related invoices and bills need to be approved and paid for by the Land Bank Board of Trustees. The Land Bank is required to have an annual budget.

Motion to recess the 1-03-2024 City Council meeting and convene as the Mulvane Land Bank.

Motion to approve the 8-21-23 Land Bank Trustee meeting minutes.

Motion that the Mulvane Land Bank Trustees approve the Mulvane Land Bank Annual Report for 2023.

Motion to adjourn the meeting of the Mulvane Land Bank Board of Trustees and reconvene as the Mulvane City Council.

MULVANE LAND BANK
8/21/23
Board of Trustees Meeting Minutes

Present: Shelly Steadman, Nancy Farber Mottola, Tim Huntley, Kurtis Westfall, Brent Allen, Kevin Cardwell.

The City Council is also the Mulvane Land Bank – Board of Trustees. The Land Bank Board of Trustees must approve all land acquisition-related invoices and bills. The Land Bank is required to have an annual budget.

MOTION by Mottola, second by Allen to recess the 8-21-23 City Council meeting and convene as the Mulvane Land Bank Board of Trustees.

MOTION approved unanimously.

MOTION by Mottola, second by Huntley to approve the 8-07-23 Land Bank Trustee meeting minutes.

MOTION approved unanimously.

MOTION by Cardwell, second by Allen that the Mulvane Land Bank Trustees approve to pay the invoice from The Mulvane News in the amount of \$58.50 for publication of the 2024 budget hearing notice.

MOTION approved unanimously.

MOTION by Allen, second by Huntley to adjourn the meeting of the Mulvane Land Bank Board of Trustees and reconvene as the Mulvane City Council.

MOTION approved unanimously.

Minutes by:
Debra M. Parker, Secretary

**2023 ANNUAL REPORT
MULVANE LAND BANK**

Revenues:	
Beginning Balance	\$22,502.70
Rental Income	\$0.00
Sale of Property	\$0.00
Insurance Refund	\$0.00
Total:	\$22,502.70
Expenses:	
Land Purchase	\$0.00
Legal Fees	\$527.00
Insurance	\$0.00
Utilities	\$0.00
Legal Publications	\$130.00
Building repairs	\$0.00
Audit Services	\$0.00
Property taxes	\$0.00
Building maintenance	\$0.00
Misc. expense	\$106.00
Total expenses:	\$763.00
Ending Balance 2022:	\$21,739.70
New Property Acquired:	
None	
Current Property:	
None	
Property Sold:	

City Administrator's Report
1/3/2024

1. Emission Reduction and Mitigation Grant

Included is a description of a grant opportunity for reducing the emission of greenhouse gases. This is a federal grant that does not require matching funds. The minimum for a project is \$2 million. Staff is currently evaluating potential projects the city of Mulvane could utilize to submit to this grant. A preliminary plan is due in March, which is just a short form with estimated data. If council (current or future) has any ideas about potential projects, please feel free to relay them to me so that staff may evaluate their possible implementation.

A couple examples of projects were discussed when this grant was presented to me. The first project was the electrification of vehicles (switching from gas vehicles to electric vehicles). Another example came from Goddard. They are submitting a \$10 million pedestrian bridge over Kellogg. Their claim is that a pedestrian bridge would reduce the amount of people utilizing their cars to get across Kellogg.

Pages: 27-28

Emissions Reduction and Mitigation Plan (E-RAMP)

The Environmental Protection Agency (EPA), through the Inflation Reduction Act (IRA), has awarded the Kansas Department of Health and Environment (KDHE) federal funds to create the Emissions Reduction and Mitigation Plan (E-RAMP). The program has two broad objectives and is split into two phases, the planning phase and the implementation phase.

E-RAMP Objectives

- Reduce ambient air pollution while supporting the creation of quality jobs and lowering energy costs for Kansans.
- Accelerate work to empower community-driven solutions in their neighborhoods.

E-RAMP Deliverables

- Priority Action Plan (PCAP) – Due on March 1, 2024
- Comprehensive Action Plan (CCAP) – Due Summer 2025
- Final Status Report – Due Summer 2027

Planning Phase

The first phase of the program supports the development of state plans to reduce emissions, improve carbon sinks and identify investment-ready policies, programs.

This phase will conclude with a list of near-term, high-priority and implementation-ready measures that can reduce pollution, improve carbon sinks and includes an analysis of emission changes achieved with such projects. The list of projects will be submitted to EPA in the PAP. For an example of such a measure, [click here](#).

Implementation Phase Outlook

The second phase of this program is the implementation phase which involves a competitive nationwide grant opportunity. EPA will establish funding priorities. Only projects identified in the PAP are eligible for the implementation phase.

E-RAMP Stakeholder Engagement

Stakeholder engagement is vital to the success of E-RAMP. KDHE is working with a variety of entities, including but not limited to, state agencies, municipalities, regional planning organizations, Kansas tribal nations, industries and businesses and other organizations as well as citizens as a part of this stakeholder process.

Program Considerations

As KDHE implements this program, E-RAMP and associated plans will strive to maintain flexibility for Kansans and pursue activities tailored to the state's unique resources. KDHE recognizes several areas may be responsible for emitting and absorbing emissions which could include industry, electricity generation, transportation, commercial and residential buildings, agriculture, natural and working lands and waste and materials management.

Federal guidance and requirements for this program place a significant weight on projects that improve the air quality and health of disadvantaged communities as identified by EPA screening tools. Therefore, during the competitive grant application period emphasis will be placed on projects for such communities.

Impacts on the health of Kansans and physical infrastructure as well as impacts on the economy of the state due to changes in natural events (floods, droughts, heat waves, etc.) will all be primary considerations in the program. In addition, water resources and other agricultural impacts are likely with future changes in the environment, and E-RAMP will also seek to mitigate such impacts.

More Information

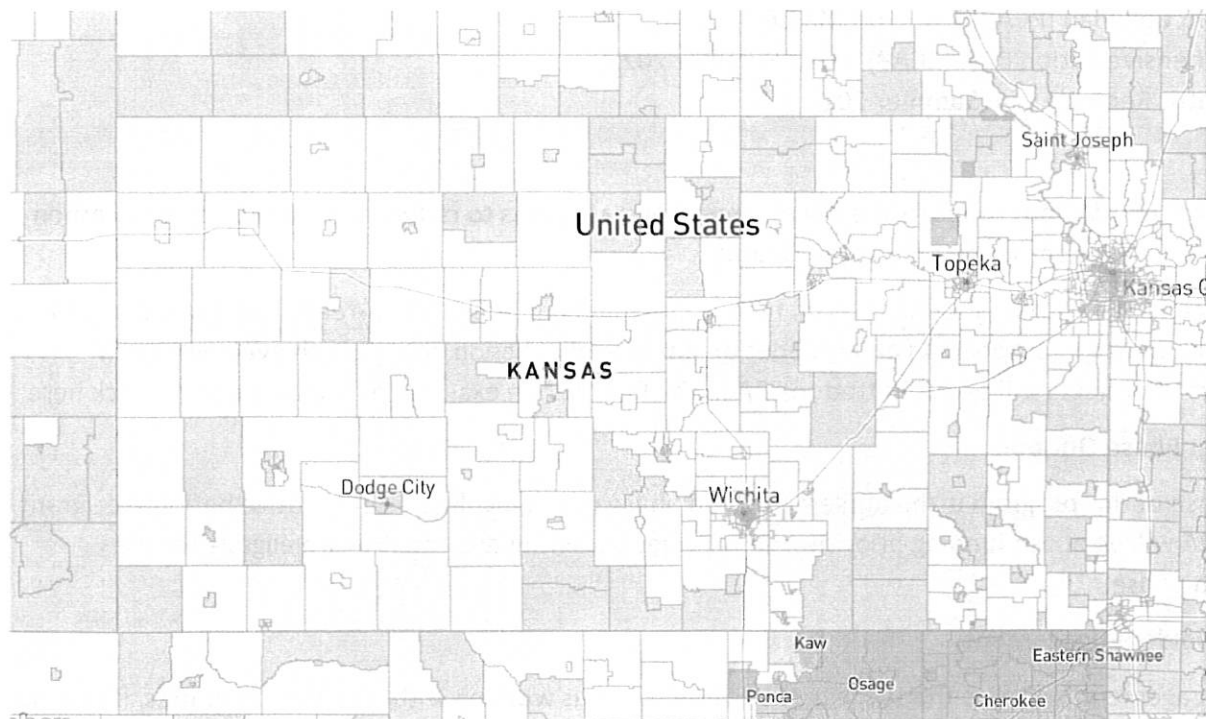
[Federal Requirements](#)

[Kansas Implementation](#)

[Email Your Questions](#)

[Subscribe to Receive Updates](#)

Map



Map of over-burdened and underserved communities established by the federal Climate and Economic Justice Screening Tool

City Council Meeting
January 3, 2024

TO: Mayor and Council
FR: City Clerk – Debbie Parker
RE: Tyler Technologies Maintenance Agreement
ACTION: Information Only

Background:

In 2015, we purchased a new software program for the City. This was due to our current provider no longer providing support after the end of 2015. We purchased the new system from Tyler Technologies. This software allowed the City programs to work together within the same network instead of having separate vendors for different programs. As per our agreement, the maintenance and support fees are invoiced annually.

Analysis:

Maintenance and support fees are invoiced annually.
(Documentation attached)

Legal Considerations:

The 2015 agreement was previously reviewed by the City Attorney. There are no legal considerations.

Financial Considerations:

The annual Maintenance and Support renewal fee for December 1, 2023 through November 30, 2024 is \$36,395.01.

Timeline for Making Decision:

Approval needed to pay as a 2024 expense.

Recommendation:

Approve as a consent agenda item.

Discussion:

Vote:



Remittance:
 Tyler Technologies, Inc
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-441921	11/01/2023	1 of 2

RECEIVED

OCT 16 2023

BY: 
 CITY OF MULVANE

Questions:
 Tyler Technologies- Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Email: ar@tylertech.com



Bill To: CITY OF MULVANE
 211 NORTH SECOND AVENUE
 MULVANE, KS 67110

Ship To: CITY OF MULVANE
 211 NORTH SECOND AVENUE
 MULVANE, KS 67110

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49195 - MAIN - MAIN	187455		USD	NET30	12/01/2023

Date	Description	Units	Rate	Extended Price
Contract No.: Mulvane, KS				
	Employee Self Service (number of FTE Employees) - Maintenance	1	0.00	0.00
	Maintenance Start: 01/Dec/2023, End: 30/Nov/2024			
Content Manager Annual Fees				
	Tyler Content Manager Standard Edition -TCM SE - Maintenance	1		\$0.00
ERP Pro Document Management Annual Fees				
	Incode Content/Document Management Suite - Maintenance	1		\$3,538.15
	Output Director - Existing Customers -Maintenance			
	Standard Forms Package - Maintenance			
ERP Pro Financials Annual Fees				
	Subscription - Incode Address Verification and Presort	1		\$9,335.87
	Incode Financial Suite - Maintenance			
	Incode Personnel Management Suite Maintenance			
	Core Financials - Maintenance			
	Purchasing - Maintenance			
	Positive Pay - Maintenance			
	Fixed Assets - Maintenance			
	Personnel Management - Maintenance			
	Personnel Management Consulting Service - Maintenance			
	Misc. Accounts Receivable - Maintenance			
ERP Pro Utilities Annual Fees				
	Incode Customer Relationship Suite - Maintenance	1		\$15,009.30
	Utility Handheld Meter-Reader Interface - Maintenance			
	INCODE Address Verification with Presort - Maintenance			
	Credit Card Processing via Authorize.Net - Maintenance			
	Building Projects - Maintenance			
	Utility CIS System (Electric, Water and Gas) - Maintenance			
	Business License			
	Work Orders - Maintenance			
	Cashiering - Maintenance			
Hardware Annual Fees				
	Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	1		\$270.19
Municipal Justice Annual Fees				
	Incode Court Case Management Suite Maintenance	1		\$5,176.25
	Court/Police (non-Incode) Interface - Maintenance			
	Incode Scheduling - Maintenance			
	Criminal Court Case Management - Maintenance			



Remittance:
 Tyler Technologies, Inc
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-441921	11/01/2023	2 of 2

Questions:

Tyler Technologies- Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Email: ar@tylertech.com

Bill To: CITY OF MULVANE
 211 NORTH SECOND AVENUE
 MULVANE, KS 67110

Ship To: CITY OF MULVANE
 211 NORTH SECOND AVENUE
 MULVANE, KS 67110

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49195 - MAIN - MAIN	187455		USD	NET30	12/01/2023

Date	Description	Units	Rate	Extended Price
	Technical Services Annual Fees	1		\$2,315.25
	Data Disaster Recovery Services			
	Tyler University	1		\$750.00
	Tyler U			

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	36,395.01
Sales Tax	\$0.00
Invoice Total	36,395.01

December 19, 2023

Mr. Austin St. John, City Administrator
CITY OF MULVANE – CITY HALL
211 North Second Street
Mulvane, Kansas 67110

Re: Snodgrass & Sons, Construction Co., Inc. - Application and Certificate for Payment
Design/Build Services for Downtown Splash Pad Park
Mulvane, Sedgwick/Sumner County, Kansas
Y&A Project No. 22-490

Dear Mr. St. John:

Transmitted herewith is a signed copy of Payment Application No. 7 submitted by Snodgrass & Sons Construction Co., Inc. for the above referenced project. We have field verified the quantity of work requested in their "Application and Certificate for Payment" and concur with the "Current Payment Due" of \$255,416.13.

We have performed a final walk-through inspection with the Contractor and City staff and confirmed the work has been substantially completed. On 12/14/23 the Contractor informed us that all punch-list items have been completed. Accordingly, Pay Application No. 7 requests the balance (100%) of the GMP including payment of the 10% retainage.

Please note the Contractor has indicated there were certain cost "overages" for work they claim was not anticipated or included in their contracted GMP price. Subsequently, a Change Order in the amount of \$56,677.38 will be submitted under separate cover. If approved this change order would be paid in a final Pay Application No. 8.

Pending your approval of Pay Application No. 7, please sign and return (1) one copy to the Contractor with payment, retain (1) one copy for your file, and provide (1) one copy to our office for our records. Please feel free to contact the undersigned should you have questions or need any additional information.

Very truly yours,
YOUNG & ASSOCIATES, PA



Christopher R. Young, PE
City Engineer

Attachments

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Mulvane, KS
 211 N. 2nd. Ave.
 Mulvane, KS 67110
PROJECT: Design/Build Services for Downtown Splash Pad
 City of Mulvane, KS
APPLICATION NO: 7
PERIOD TO: 12/11/23
Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
PROJECT NOS.: 23-002
JOB NO.: 23-002
CONTRACT DATE: 1/16/2023

FROM CONTRACTOR: Snodgrass & Sons Const. Co., Inc.
 2700 Geo. Washington Blvd.
 Wichita, KS 67210
VIA ARCHITECT: MKEC Engineering, Inc.
 411 N. Webb Rd.
 Wichita, KS 67206
CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM (GMP)..... \$1,300,000.00
2. NET CHANGE BY CHANGE ORDERS..... \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$1,300,000.00
4. TOTAL COMPLETED & STORED TO DATE..... \$1,300,000.00
 (Column G on Continuation Sheet)

5. RETAINAGE:

- a. 0.00% of Completed Work (Columns D + E on Continuation Sheet) \$0.00
- b. 0 % of Stored Material (Column F on Continuation Sheet) \$0.00

Total Retainage (Line 5a + 5b)..... \$0.00

6. TOTAL EARNED LESS RETAINAGE..... \$1,300,000.00
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$1,044,583.87
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE..... \$255,416.13

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)..... \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved This Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

CONTRACTOR: Snodgrass & Sons Constr. Co., Inc.

By: [Signature] Date: 12/15/23

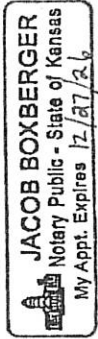
State of: Kansas

County of: Sedgwick

Subscribed and sworn to before me this 15th day of December, 2023

Notary Public: [Signature]

My Commission expires: 12/27/26



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

\$ 255,416.13

AMOUNT CERTIFIED.....
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: [Signature]
 ARCHITECT

Date: 12/19/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Mulvane, KS
 211 N. 2nd. Ave.
 Mulvane, KS 67110

PROJECT: Design/Build Services for Downtown Splash Pad
 City of Mulvane, KS

APPLICATION NO: 8
 PERIOD TO: 12/11/23
 PROJECT NOS.:
 JOB NO.: 23-002

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Snodgrass & Sons Const. Co., Inc.
 2700 Geo. Washington Blvd.
 Wichita, KS 67210

VIA ARCHITECT:

MIKEC Engineering, Inc.
 411 N. Webb Rd.
 Wichita, KS 67206

CONTRACT FOR:

CONTRACT DATE: 1/16/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM (GMP)..... \$1,300,000.00
2. NET CHANGE BY CHANGE ORDERS..... \$56,677.38
3. CONTRACT SUM TO DATE (Line 1 ± 2)..... \$1,356,677.38
4. TOTAL COMPLETED & STORED TO DATE..... \$1,356,677.38
 (Column G on Continuation Sheet)
5. RETAINAGE:
 - a. 0.00% of Completed Work..... \$0.00
 (Columns D + E on Continuation Sheet)
 - b. 0 % of Stored Material..... \$0.00
 (Column F on Continuation Sheet)
- Total Retainage (Line 5a + 5b)..... \$0.00
6. TOTAL EARNED LESS RETAINAGE..... \$1,356,677.38
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$1,300,000.00
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE..... \$56,677.38

9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$56,677.38	\$0.00
TOTALS	\$56,677.38	\$0.00
NET CHANGES by Change Order		\$56,677.38

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Snodgrass & Sons Constr. Co., Inc.

By: [Signature] Date: 12/15/23

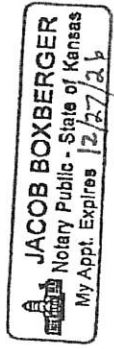
State of: Kansas

County of: Sedgwick

Subscribed and sworn to before me this 15th day of December, 2023

Notary Public: [Signature]

My Commission expires: 12/27/26



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$56,677.38
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: [Signature]

Date: 12/23/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

City of Mulvane Utility Bills

Due: 1/05/24

			Electric Production	Electric Distribution	Water	Sewer Plant	Sewer System	Admin	Police	Street	Park	Sports Complex	Fire	Ambul 1	Ambul 2	Pool			
ES Building - 910 E. Main	01-3665-02	\$	701.94										\$ 350.97	\$ 350.97			\$	701.94	
Splash Park- 105 W. Main	04-0720-00	\$	415.09								\$ 415.09							\$	415.09
Band Shell - 117 E. Main	04-8770-01	\$	14.98								\$ 14.98							\$	14.98
Main St. Park - 117 E. Main	04-8780-01	\$	1.25								\$ 1.25							\$	1.25
Pix Center - 101 E Main	04-8800-02	\$	128.04								\$ 128.04							\$	128.04
Public Works Building - 410 W. Bridge	05-0001-02	\$	1,504.17	\$ 188.02	\$ 188.02	\$ 376.04				\$ 752.09								\$	1,504.17
Public Works Building #2 - 410 W Bridge	05-0002-00	\$	411.04							\$ 411.04								\$	411.04
Water Pump #3 - 211 N. Second	05-0005-02	\$	7.45			\$ 7.45												\$	7.45
Maintenance Shop - 124 Boxelder	05-0015-02	\$	488.26	\$ 48.83	\$ 48.83	\$ 48.83	\$ 48.83			\$ 244.13								\$	488.26
Utility Shop - 120 Boxelder	05-0025-02	\$	829.73	\$ 138.29	\$ 138.29	\$ 276.58	\$ 138.29	\$ 138.29										\$	829.73
Lift Station - 0 Industrial Dr.	05-0070-02	\$	7.96					\$ 7.96										\$	7.96
Sewage Disposal Plant - 1441 N. Pope Dr.	05-0098-01	\$	3,013.96			\$ 3,013.96												\$	3,013.96
2011 Sewage Disposal Plant - 1441 N. Pope Dr.	05-0099-01	\$	4,856.53			\$ 4,856.53												\$	4,856.53
Sewer Chemical Injection - 1441 N. Pope Dr.	05-0101-01	\$	413.02					\$ 413.02										\$	413.02
Sewage Disposal Head Works - 1441 N. Pope Dr.	05-0102-01	\$	1,509.31			\$ 1,509.31												\$	1,509.31
Sewer Vehicle Storage - 1441 N. Pope Dr.	05-0103-01	\$	700.88			\$ 700.88												\$	700.88
Water Treatment Plant - 100 N. Oliver	05-0150-01	\$	43.19		\$ 43.19													\$	43.19
Lift Station -1900 N Rock Road - B	05-0605-01	\$	17.92				\$ 17.92											\$	17.92
Water Tower - 1420 N. Rock Road	05-0770-01	\$	6.64		\$ 6.64													\$	6.64
E.S. & Police - 1420 N. Rock Road	05-0772-01	\$	10.71						\$ 5.36				\$ 2.68	\$ 2.68				\$	10.71
North Sub Station - 8100 E. 111th St. So.	05-0800-03	\$	1.25	\$ 1.25														\$	1.25
Sports Complex Concession - 955 E. 111th St. So.	05-0900-01	\$	289.68									\$ 289.68						\$	289.68
Sports Complex - 955 E. 111th St. So.	05-0910-01	\$	11.63									\$ 11.63						\$	11.63
Swimming Pool - 990 E. 111th St. So.	05-0915-01	\$	216.77													\$ 216.77		\$	216.77
Water Reservoir - 9903 E. 111th St. So.	05-0950-01	\$	2,075.11		\$ 2,075.11													\$	2,075.11
Dog Shelter - 9903 E. 111th St. So.	05-0960-01	\$	1.25						\$ 1.25									\$	1.25
City Building - 211 N. Second	06-9955-01	\$	477.68					\$ 477.68										\$	477.68
City Building - 211 1/2 N. Second	06-9960-01	\$	51.24					\$ 51.24										\$	51.24
Parks Department - 507 N. First	12-7500-02	\$	29.23								\$ 29.23							\$	29.23
Parks Department - 507 N. First	12-7550-02	\$	83.06								\$ 83.06							\$	83.06
Parks Department - 507 N. First	12-7600-01	\$	63.14								\$ 63.14							\$	63.14
SW Lift - 0 Rockwood/Circle Dr.	15-7950-01	\$	119.79				\$ 119.79											\$	119.79
Lift Station - 0 Trail Dr.	16-7975-01	\$	28.90				\$ 28.90											\$	28.90
Ambulance #2 - 911 Kansas Star Dr.	25-4040-01	\$	43.19												\$ 43.19			\$	43.19
Police Department-420 E Main	01-1680-04	\$	36.20						\$ 36.20									\$	36.20
Police Department-410 E Main	01-1690-07	\$	952.54						\$ 952.54									\$	952.54
		\$	19,562.73	\$ 376.39	\$ 375.14	\$ 2,833.84	\$ 10,267.79	\$ 774.70	\$ 528.92	\$ 995.35	\$ 1,407.26	\$ 734.79	\$ 301.31	\$ 353.65	\$ 353.65	\$ 43.19	\$ 216.77	\$ 19,562.73	\$ 19,562.73

101-01-511	\$	528.92
101-02-511	\$	2,443.36
101-03-511	\$	353.65
101-04-511	\$	995.35
101-18-511	\$	43.19
101-18-511	\$	353.65
220-00-511	\$	216.77
511-09-511	\$	376.39
511-10-511	\$	375.14
512-13-511	\$	2,833.84
513-11-511	\$	10,267.79
513-12-511	\$	774.70
	\$	19,562.73

City Council Meeting
January 3, 2024

To: Mayor and City Council
From: Public Works and Utility Director – Kevin Baker
Re: Electrical Supplies – Wire – Extra Cost

Action: Approve invoice total for extra wire shipped from Wesco

Background: An adequate quantity of electric distribution hardware strategically kept in our utility inventory in anticipation of future developments and routine use. Each electrical component of inventory has varying lead times when ordered. Currently we do not have adequate inventory for anticipated housing developments, when and if they break ground.

Analysis: The up-and-coming Harvest Point Addition is getting close to being finalized and groundbreaking to begin at some point in the future. We need to bring our electrical inventory of needed hardware up to speed to install the utility infrastructure needed for the anticipated development. Electric Transformers for Harvest Point are on order; lacking at this point is the mounting and installation hardware needed to piece it all together. In addition to the necessary hardware is the need for more underground wire to completely tie it all together. A wide-ranging list of electrical components, hardware and underground wire needed for the new addition was submitted to vendors for RFPs (following required procurement procedures).

Additional Cost:

The original order of 4/0 stranded wire was for a reel of 8,250'. Wesco shipped us a reel of wire with that had 8,336', increasing the cost from \$47,441.63 to \$47,936.17 (an additional \$494.54).

They are as follows:

- Border States 4/0 stranded aluminum wire \$68,640.00
- Stanion Wholesale Electric 4/0 stranded aluminum wire \$58,162.50
- Wesco 4/0 stranded aluminum wire \$47,441.63

Financial Considerations: Funds from the Electric Distribution budget will be utilized for the purchases.

Action

Approve the additional cost of \$494.54 for extra wire received from Wesco for a total amount of \$47,936.17.



INVOICE - ORIGINAL

CUSTOMER NUMBER	INVOICE DATE	PACKING SLIP NO.	INVOICE NUMBER
54997-99	12/20/2023	29043101	296525
BRANCH CODE	CUSTOMER ORDER NUMBER		ORDERED BY
7854	079797		

REMIT TO:
 WESCO RECEIVABLES CORP.
 PO Box 771751
 CHICAGO IL 60677-1007

SOLD TO:

CITY OF MULVANE
 211 N 2ND AVE
 MULVANE KS 67110-1500

SHIP TO:

CITY OF MULVANE
 410 W BRIDGE ST
 MULVANE, KS 67110

For Inquiries: Brenda Menzies 407-292-4033 BMenzies@wescodist.com

RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION

PROJECT NAME	PROJECT NUMBER	SHIP DATE	ROUTING	FOB	SHIPPING TERMS	B/L	INV. REQ.
		12/13/2023	BEST WAY		PREPAID-NO CHARGE	N	

LINE NO.	CATALOG NUMBER AND DESCRIPTION	ID NUMBER	QUANTITY		UNIT PRICE	UOM	SELLING PRICE		EXTENSION
			QUANTITY SHIPPED	BALANCE DUE			DISCOUNT		
							TRADE	CASH	
010	OKON 162-23-3081 4/0 STR 15KV 220ML	78490492319	8336	0	5,300.000	M	0.00	0	44,180.80
011	*PLEASE CALL 24HRS PRIOR								
012	TO DELIVERY CONTACT								
013	MELISSA HUDSON @ 316-								
014	777-0191*								
	SUB TOTAL								44,180.80
	KS SALES TAX								3,755.37

*Doesnt match
 Quote or Council
 approval-*

TERMS	YOU MAY DEDUCT IF PAID WITHIN 10 DAYS - NET 30 DAYS >	0.00 TOTAL >	47,936.17
PAST DUE ACCOUNTS SUBJECT TO CHARGE OF 1.5% OR MAXIMUM PERMITTED BY LAW			

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THE ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS INVOICE WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS AND CONDITIONS OF SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), AS SUCH TERMS MAY BE UPDATED FROM TIME TO TIME, WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS INVOICE IF YOU REQUIRE A PRINTED COPY.