

MULVANE CITY COUNCIL  
REGULAR MEETING AGENDA  
Monday March 18, 2024

Call Regular Meeting to Order	Page
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated March 4, 2024	2-6
Correspondence	
Public Comments (State Name and Address – 5 minutes)	
Appointments, Awards and Citations	

**OLD BUSINESS:**

1. IdeaTek Update – James Krstolich	7-9
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**NEW BUSINESS:**

1. RSVP Agreement Between Sedgwick County and Mulvane Sr. Center – Kaylie Mistretta	10-20
2. Request for Street Closure – Brittany Kruger	21
3. Contract with Tyler Technologies for Credit Card Payment Processing – Rachael Blackwell	22-30
4. Noise Ordinance – J. T. Klaus	31-38
5. APPA Mutual Aid Agreement – Austin St. John	39-40
6. Consideration of Schmeidler Estates Dedications – Joel Pile	41-43

**ENGINEER:**

1. Project Update	44-45
2. Pay Application #1 for Sanitary Sewer Main “A” Phase 2 – Apex	46-48

**CITY STAFF:**

City Clerk	
City Administrator	
1. Financial Report	49
City Attorney	
1. Executive Session – Land Acquisition	50
2. Executive Session – Nonelected Personnel	51

**CONSENT AGENDA:**

1. Payroll Dated 3/15/24 - \$240,917.78	
2. Warrant Register for February - \$1,098,358.04	
3. Evergy Bill for 110 N. Oliver - \$10,282.63	

**ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:**

No Council Workshop for March  
Next City Council Meeting – Monday, April 1, 2024 – 6:00 p.m.

**ADJOURNMENT:**

**MULVANE CITY COUNCIL  
REGULAR MEETING MINUTES**

March 4, 2024

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 Brent Allen, who called the meeting to order.

**COUNCIL MEMBERS PRESENT:** Trish Gerber, Tim Huntley, Grant Leach, Todd Leeds.

**OTHERS PRESENT:** Austin St. John, Debra Parker, J. T. Klaus, Mike Robinson, Chris Young, Joel Pile, Tom Burkhart, Gordon Fell, Gary McGuire, Terry Lane, Sherry Leach, Floyd Parks.

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

**APPROVAL OF SPECIAL MEETING MINUTES:**

MOTION by Gerber, second by Leach to approve the Special meeting minutes dated February 15, 2024.

MOTION approved unanimously.

MOTION by Leach, second by Leeds to approve the Special meeting minutes dated February 26, 2024.

MOTION approved unanimously.

**APPROVAL OF REGULAR MEETING MINUTES:**

MOTION by Leeds, second by Leach to approve the Regular meeting minutes dated February 21, 2024.

MOTION approved unanimously.

**CORRESPONDENCE:** The Mayor and several council members were contacted regarding the noise from a weekend event held at the Mulvane Saddle Club. The loud volume of noise was heard throughout the town until late into the evening and early morning hours. The council feels it would be a good idea to have a noise ordinance in place. Councilmember Huntley was contacted by a citizen concerned about not being notified about the placement of a fiber optics box. This issue has been resolved.

**PUBLIC COMMENTS:** Floyd Parks addressed the council with concerns about the loud volume of noise from a weekend event at the Mulvane Saddle Club. The volume of noise and the time of the event was a concern. Parks also had concerns regarding the events held at Soggy Bottoms. Collier Street is used as a thorough fare to get to the recreational area, and he is concerned about the safety of children. Parks would like to show support for these events but would like to see some guidelines put in place to address these issues.

**APPOINTMENTS, AWARDS AND CITIATIONS:** None

## OLD BUSINESS

None

## NEW BUSINESS

### **1. Renewal of Property and Casualty Insurance:**

Tom Burkhart with Carson Insurance Group reviewed the 2024-2025 renewal with the council and answered questions. Travelers Insurance was also solicited to bid on the insurance policy but declined to provide pricing for the Commercial Output (Power Plant) and were not competitive with the property limits and deductibles.

Burkhart advised that property is driving the cost of insurance in the marketplace. The City's Blanket Replacement Cost limit has increased from \$66,826,614 to \$74,215,228. The deductible remains the same at \$25,000 per occurrence for all perils, however the Commercial Output deductible increased to \$75,000. The experience modification for Workers Compensation increased from .76 to .98 for this renewal period. The final cost of the Ambulance Malpractice has not been received at this time but is estimated to be around \$15,000. Overall, the EMC Insurance renewal had an increase of 3.1% which Burkhart felt was good since the trend has shown up to a 10% increase.

MOTION by Huntley, second by Gerber to approve the Property and Casualty Insurance Renewal for 2024-2025 with Carson Insurance Group.

MOTION approved unanimously.

### **2. Right of Entry Agreement with Evergy:**

Planning and Zoning Director, Joel Pile, reviewed the agreement with the council. The City is currently working with Evergy and KPP to build a new substation on the property north of the existing Power Plant located at 1402 N. Utility Park Circle. The new substation will be fed by a new Evergy transmission line. The project requires Evergy to build a new switching station to energize the city's new substation. The Right of Entry Agreement will allow Evergy to access the site in advance of construction to perform tests, surveys and studies related to construction of their infrastructure.

MOTION by Leeds, second by Huntley to approve the Right of Entry Agreement with Evergy Kansas South, Inc. and authorize the Mayor to sign.

MOTION approved unanimously.

### **3. Police Department Vehicle Purchase:**

Public Safety Director, Gordon Fell, reviewed the current fleet of police vehicles with the council. The police vehicles are outfitted by SERV (Superior Emergency Response Vehicles) located in Andover, Ks. To maintain a reliable fleet, Fell is requesting to purchase a 2023 Ford Police Interceptor Utility vehicle and will decommission unit 170 a Patrol 2012 Chevy Tahoe. The radar, camera system, and radios will be transferred from the old vehicle.

MOTION by Leeds, second by Huntley to accept the quote #4785 from SERV for \$59,879.15 to purchase and upfit a 2023 Ford Police Interceptor Utility as a marked police unit.

MOTION approved unanimously.

**4. Agreement with Rural Water District #3:**

City Attorney, J.T. Klaus, reviewed the agreements with the council. The Rural Water District #3 (RWD #3) currently serves some of the areas around the City and has an established territory surrounding much of Mulvane, even if it is not served. In order for the City to serve any areas currently in the RWD #3 territory, it has been recently required to purchase the rights to serve the area from RWD #3.

The proposed Master Agreement from RWD #3 has a cost of \$1,500 per acre of annexed area and \$1.00 per inch per foot of a line that the district deems abandoned. The contract also has a cost of \$12,500 per benefit unit currently existing on the tract. The Master Agreement would set the price for future water service territory the City wishes to acquire from RWD #3 for the next five years.

A special Service Area Agreement would still be required for each development. The Murdock Water Service Agreement encompasses 41.89 acres the City has annexed and includes a cost of \$1,500 per acre which equals \$62,835 for the amount of acres of water service territory being acquired. Since there are no service lines being abandoned, nor any service units, those prices do not apply in this agreement. This property has been platted and labeled as the “Harvest Point Addition.” The City has historically split the costs for the water rights half and half with property developers. The developer has paid fifty percent (50%) of the costs and the City will have thirty (30) days to pay for the acquired territory.

MOTION by Leeds, second by Leach to have the City accept the Water Service Agreement for Compensation for Territory Transferred to City Water Service from Rural Water District #3, Sedgwick County, Kansas.

MOTION approved unanimously.

MOTION by Gerber, second by Leach to have the City accept the Water Service Area Agreement for Compensation for the Murdock Properties/Harvest Point Addition.

MOTION approved unanimously.

**5. Ordinance Changing Council Meeting Time:**

At its February 21, 2024, meeting, the City Council requested the City Attorney to prepare an ordinance changing the meeting time to 6:00 p.m. and to include language to allow for a monthly workshop on the 4<sup>th</sup> Monday of each month. If a workshop is scheduled the Mayor shall announce the selected location of the workshop meeting at the preceding regular meeting. The Council shall be permitted to conduct any business which comes before it during any one of the three monthly meetings.

MOTION by Leach, second by Leeds to adopt and approve Ordinance No. 1577 amending Title 1, Chapter 105, Section 105.020 of the Code of the City of Mulvane, Kansas to set a meeting time of 6:00 p.m. for the regular meetings of the City Council and add a workshop meeting on the fourth Monday at each month at the same time.

MOTION approved unanimously.

ORDINANCE NO. 1577

AN ORDINANCE OF THE CITY OF MULVANE, KANSAS AMENDING  
TITLE I, CHAPTER 105, SECTION 105.020 REGARDING REGULAR  
MEETINGS OF THE CITY COUNCIL.

**LAND BANK**

MOTION by Huntley, second by Leach to recess the 3/4/2024 City Council meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Gerber, second by Leach to approve the 2/21/2024 Land Bank Trustee meeting minutes.

MOTION approved unanimously.

MOTION by Gerber, second by Leach to approve the payment of \$730.50 to Triplett Woolf Garretson Law Firm for payment of Land Bank matters.

MOTION approved unanimously.

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

MOTION approved unanimously.

**ENGINEER**

**1. Project Review and Update:**

Phase 2 Main “A” Sanitary Sewer – Work is progressing normally.

GIS Mapping – An addendum to the RFP will be prepared to extend the submission deadline from 3/7/24 to 3/14/24.

Phase 1 Harvest Point Addition Infrastructure – KDHE permit applications and submittals should be completed this week.

West Main Street Drainage Improvements – Continuing to work on bid documents.

Stormwater Management Plan – Staff has formed a workgroup to work on the new Stormwater Management Plan. The 2023 MS4 annual report has been submitted.

**CITY STAFF**

**City Clerk:** None

**City Administrator:** None

**City Attorney:** City Attorney, J.T. Klaus, requested an Executive Session for a period of five (5) minutes to discuss matters deemed privileged in the attorney-client relationship.

MOTION by Huntley, second by Leeds to recess this meeting to an Executive Session to discuss matters deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2) for the purpose of consultation with the City Attorney for a period not to exceed five (5) minutes to include the Mayor, City Council, City Administrator, and City Attorney and return to open session at approximately 8:30 p.m.

MOTION approved unanimously at 8:25 p.m.

MOTION by Huntley, second by Leach to return to open session.

MOTION approved unanimously at 8:33 p.m.

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

MOTION by Huntley, second by Gerber to accept a settlement offer from Old Dominion Trucking and Cox Communications in the amount of \$62,500 as full settlement for the damage caused to the city owned electrical facilities located at the USD 263 Administrative Offices.

MOTION approved unanimously.

**CONSENT AGENDA ITEMS:**

MOTION by Huntley, second by Leeds to approve consent agenda items 1-3.

1. Payroll Dated 3/1/24 - \$261,322.89
2. Purchase of Caustic Soda from Brenntag - \$12,850.00
3. City Utility Bills - \$30,640.34

MOTION approved unanimously.

**ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:**

Next City Council Meeting – Monday, March 18, 2024, at 6:00 p.m.

**ADJOURNMENT:**

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

MOTION approved unanimously at 8:36 p.m.

Minutes by:  
Debra M. Parker, City Clerk

Mulvane Council Meeting - March 18

1. Construction Updates:

**Ideatek Construction Update as of March 7,2024**

**Backbone Completion:**

- The backbone infrastructure, which extends from Country Walk Lane & Rock Road to Central Ave & East Main Street, has been successfully completed by J&S.
- This backbone serves as the primary framework for the subsequent phases of construction, providing essential support and connectivity which was essential to being the first phase of the project.

**Fairview Addition:**

- This is primarily a residential build located south of East Main Street and West of K-15.
- J&S is the assigned contractor for this project with 75% being constructed thus far.
- Expected completion date for this phase is 3/15 if USIC can keep up with locates.

**Hunters Point HOA:**

- The area is situated north of E 103rd St and extends down North Merlin Glen St.
- RND currently has 75% of this Neighborhood completed to date with an expected completion date of 3/15.

### Next Phase Assigned

#### Mulvane Backbone Feed From Derby:

- This is part of the essential Backbone which stretches down Rock Rd from East 95th St to Country Walk Lane.
- RND will be the assigned contractor for this particular project.
- County Permit approval delayed the start of construction.
- Sedgwick County permits were approved on 3/4

#### Woodlands Addition:

- Located West of Rock Rd along W Woodland Dr neighborhood.
- J&S will be the assigned contractor.

### Expected project completion date and other relevant information

- Ideateks fiber project in Mulvane,KS consists of over 210,000 feet of fiber being put in the ground.
- Unless others are added throughout the project this build out consists of 19 different phases.
- Construction started on 2/20 and is expected to be completed by 9/30 unless progress is hampered by unforeseen circumstances like weather, locating capabilities and such.
- Idetek Fiber splicers will be working directly behind the underground boring crews prepping cable so we can start offering our services before the estimated 9/30 construction completion date.





**INTERNET FREEDOM™ FOR ALL**

2. Service Agreement:

Sent to Austin John for him to review.

City Council Meeting  
March 18, 2024

TO: Mayor and City Council  
FROM: Kaylie Mistretta, Senior Center Director  
RE: Volunteer Transportation Agreement between Sedgwick County & City of Mulvane  
ACTION: Approval of Volunteer Transportation Services Agreement

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**Background:**

The Mulvane Senior Center currently utilizes RSVP (Retired Senior Volunteer Program) volunteers who provide transportation services for seniors 60 years of age and older. The City originally signed an agreement with the Sedgwick County Department on Aging in October, 2015 and then has renewed the agreement each year to provide the Senior Center with some reimbursement for volunteer drivers in the transportation program. The agreement is once again up for renewal.

**Financial Considerations:**

This Agreement will compensate the Mulvane Senior Center a fee-for-service basis, which is seven dollars (\$7) per coordinated ride, not to exceed \$2,500 per year. The term coordinated ride means a single one-way ride for one single rider or for multiple riders who have the same origin and destination.

The history of collections from this program are as follows:

2016 - \$1,519.00  
2017 - \$1,771.00  
2018 - \$1,995.00  
2019 - \$1,995.00  
2020 - \$1,253.00  
2023 - \$7,189.00\*

\*Would be limited to \$2,500 under the new 2024 agreement.

**Legal Considerations:**

All drivers must be RSVP Registered Volunteers. Volunteer Drivers supply their own personal insurance information and their driver's License information when they register. The program conducts a criminal history and sex offender background check on eligible volunteers. The program purchases excess liability coverage on each volunteer in the

performance of their volunteer duties. The volunteer driver's insurance is the primary coverage.

The contract between the Mulvane Senior Center and the Sedgwick County Department on Aging's Transportation Program has to be renewed in order to continue to receive reimbursement. If the Center fails to comply with the performance terms of the contract, the Center will have breached the contract and it may be canceled, terminated or suspended.

Previously, we were able to add Sumner County as an eligible trip territory, but it is again removed from Section 3 as ineligible.

The City Attorney has reviewed the annual agreement.

**Recommendation:**

I move to enter into the Volunteer Transportation Services Agreement between the City of Mulvane, Kansas and the Department of Aging of Sedgwick County for reimbursing volunteer transportation services pursuant to the Retired Senior Volunteer Program and authorize the Mayor to sign.

# VOLUNTEER TRANSPORTATION SERVICES AGREEMENT

by and between:

**SEDGWICK COUNTY, KANSAS**

and

**CITY OF MULVANE, KANSAS**

**Mulvane Senior Center**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Sedgwick County, Kansas ("County") and the City of Mulvane, Kansas ("Contractor").

WITNESSETH:

**WHEREAS**, County, by and through its Department of Aging & Disabilities, desires to make available coordination of volunteer transportation services to those residents of Sedgwick County; and

**WHEREAS**, Contractor warrants that it is fully capable of providing said coordination of volunteer transportation services; and

**WHEREAS**, County desires to engage Contractor to provide said coordination of volunteer transportation services; and

**WHEREAS**, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. **Purpose and Scope of Work.** It is mutually agreed by and between County and Contractor that it is the purpose of this Contract that Contractor provide a program of volunteer transportation services as provided by the RSVP Volunteer Program drivers with rides to be coordinated by the Contractor. Contractor understands and agrees that it will be responsible for coordinating needed transportation services that will then be carried out by the County's RSVP volunteers. The parties agree that time is of the essence in Contractor's performance of this Agreement.

2. **Term.** The Agreement shall be for one (1) year, commencing January 1, 2024 and ending December 15, 2024 with three (3) one (1) year options to renew if mutually agreed upon by the parties and sufficient funds are available. The Sedgwick County Manager is authorized to approve any renewals on behalf of Sedgwick County Department of Aging & Disabilities. This Agreement may continue for a reasonable time after December 31, 2024, on a month-to-month basis, if both parties agree to continue operating under the terms and conditions of this Agreement while they are actively developing an agreement for 2025.

3. **Prohibition on Rides Provided.** County will not authorize compensation to Contractor for coordinated rides for RSVP volunteer's relatives being transported in the same vehicle. For purposes of this Agreement, the term "relative" includes spouses/partners, siblings, brothers or sisters-in-law, children or stepchildren, grandchildren, great-grandchildren, and any individual, related or not, residing at the same address of the RSVP volunteer. No trip will be compensated if the trip goes beyond the following counties: Butler, Cowley, Harper, Harvey, Kingman, and Reno.

4. **Incorporation of Documents.** Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment) and Appendix B (Sedgwick County Mandatory Independent Contactor Attachment) are attached hereto and are made a part hereof as if fully set forth herein.

## General Terms and Conditions

1. **Contractual Relationship.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

2. **Authority to Contract.** Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

3. **Compensation.** Contractor understands and agrees that any and all compensation provided under this Agreement is on a fee-for-service basis, which is seven dollars (\$7.00) per coordinated ride – not to exceed \$2,500 per year. For purposes of this Agreement, the term "coordinated ride" means a single one-way ride for one single rider or for multiple riders who have the same origin and destination. These fees include all of Contractor's time, labor and equipment, travel, and all other expenses associated with the provision of goods, equipment and/or services, and shall be the sole compensation rendered to Contractor hereunder. Under no circumstances shall the compensation paid under this Agreement exceed available program funds.

4. **Invoicing and Billing.** Contractor shall submit all coordination pages to the County's RSVP Volunteer Program Coordinator no later than the tenth (10<sup>th</sup>) day of each month.

Pages must include the following information:

- a. Date of trip(s) coordinated
- b. Volunteer driver assigned
- c. Origin and destination addresses
- d. Purpose/description of the ride
- e. Name of passenger(s)
- f. Miles driven with passenger(s) (not from start and end of volunteer home, apt., etc.) per trip
- g. Amount of time driven (in hours and minutes) with passenger(s) (not to include non-road time with passenger(s))
- h. Amount of non-road time (escorted) with passenger(s) (in hours and minutes)

Properly submitted coordinated statements will be paid within thirty (30) calendar days of receipt by County.

Contractor understands and acknowledges that statements for rides coordinated in the last month of this Agreement must not carry over into the new funding year (beginning January 1, 2025). Accordingly, all statements for services rendered under this Agreement must be submitted to the County no later than December 15, 2024. County will not honor any requests for reimbursement compensation received after that date. County will not honor any requests for reimbursement compensation received after that date.

**5. Warranties and Representation.** Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Agreement both as to time and quantities, with County reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. In the event no quality is specified on the face hereof, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If delivery of goods or equipment and/or rendering of services cannot be maintained, Contractor must notify County immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, County reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which County may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

**6. Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

**County:** Sedgwick County Department of Aging & Disabilities  
Attn: Contract Notification  
271 W. 3rd Street N., Suite 500  
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office  
Attn: Contract Notification  
100 N. Broadway, Suite 650  
Wichita, Kansas 67202

**Contractor:** City of Mulvane, Kansas  
Attn: City Administrator  
211 N. Second  
Mulvane, KS 67110

**7. Termination.**

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole

discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. **Termination for Convenience.** County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. **Reduction in Funds.** It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

8. **Hold Harmless.** Contractor shall indemnify County, and it's elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

9. **Entire Agreement.** This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

10. **Assignment.** Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

11. **Amendments.** Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

12. **Subcontracting.** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

13. **Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

14. **Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

15. **Force Majeure.** Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

16. **Order of Preference.** Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment (Appendix A)
- b. Sedgwick County Mandatory Independent Contractor Provisions Attachment (Appendix B)
- c. Written modifications and addenda to the executed Agreement
- d. This Agreement document
- e. Contractor's written response to the RFP (if applicable)
- f. The RFP (if applicable)

17. **Environmental Protection.** Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

18. **Nondiscrimination and Workplace Safety.** Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

19. **Retention of Records.** Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by County and shall be handed over and/or returned to County upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the County.

21. **Intellectual Property Rights.** As applicable, all original software, software code, and/or intellectual property developed or created by County in relation to this Agreement shall remain the sole property of the County. Contractor shall surrender all original written materials, including, but not limited to any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, and any and all intellectual property to County upon the expiration or termination of this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF MUVLANE, KANSAS

\_\_\_\_\_  
Thomas J. Stolz, County Manager

\_\_\_\_\_  
Brent Allen, Mayor

ATTESTED TO:

ATTESTED TO: [seal]

\_\_\_\_\_  
Kelly B. Arnold  
County Clerk

\_\_\_\_\_  
Debra M. Parker  
City Clerk

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Adrienn F. Clark  
Assistant County Counselor

**APPENDIX A**  
**SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT**

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.  
  
County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data

or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.
18. **Inapplicability to Municipal Contractors.** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, 17.
19. **Safety Recall Notices.** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section 18 survives expiration or termination of the Agreement.

**APPENDIX B**  
**SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.
2. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder
3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.
4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.
5. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. County will not provide training or instruction to Contractor regarding the performance of services hereunder.
9. Contractor will not receive benefits of any type from County.
10. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for County.
11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
12. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.
13. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

**City Council Meeting  
March 18, 2024**

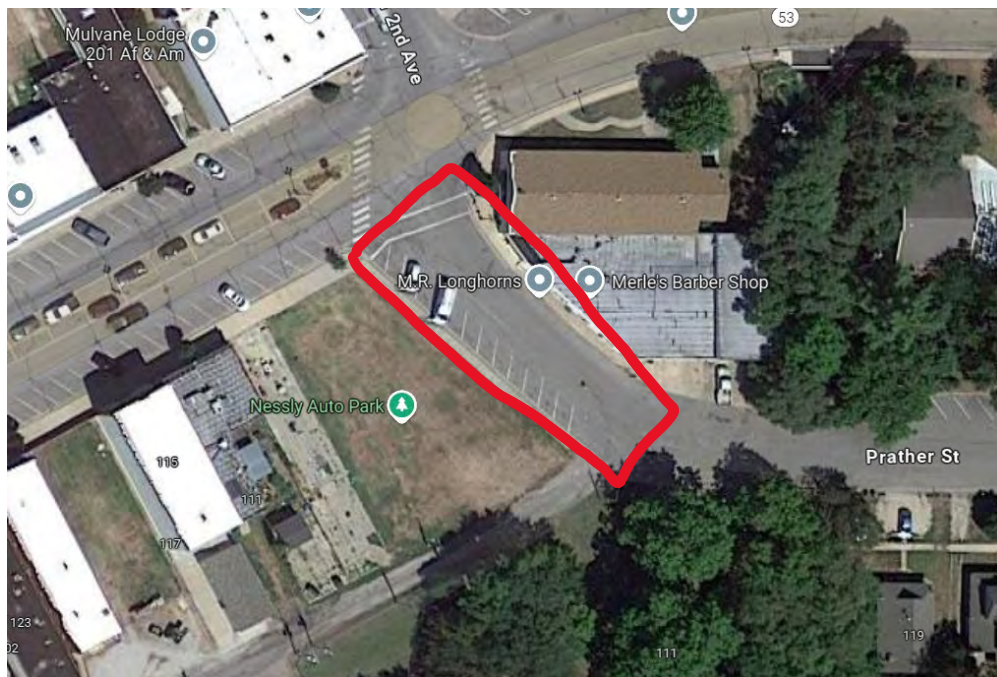
**To:** Honorable Mayor Brent Allen and City Council

**Fr:** Mulvane Chamber of Commerce

**Subject:** Authorization of Prather Street Closure for “Market on Main” Farmers Market

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**Background:** The Mulvane Chamber of Commerce is planning to re-establish a farmers’ market in the Mulvane Downtown. The current plan is to rent vendor booth space along Prather Street on the second Sunday of each month. The Chamber is requesting permission to close a portion of Prather Street from 10am until 5pm on the second Sunday of each month beginning April 2024 through October 2024, for the purpose of holding a monthly event called, “Market on Main”. During the specified closure period, local two-way traffic on the remaining portion of Prather Street would be permitted for access of the six Prather St. residences.



**Legal Consideration:** The Chamber of Commerce is securing an open-air market liability insurance policy which names the City of Mulvane as an additional insured. Additionally, each approved vendor shall be required to have a liability policy and shall provide a certificate of insurance for verification.

**Recommendation:**

Motion to approve the closure of a portion of Prather Street on the second Sunday of each month from 10am through 5pm beginning April 2024 through October 2024.

**City Council Meeting**

March 18, 2024

TO: Mayor and City Council

FR: Rachael Blackwell, Finance Director & Lachelle Tootle, Utility Billing

RE: Credit Card Payment Processing

ACTION: Approve contract with Tyler Technologies for credit card payment processing.

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**Background:**

The City of Mulvane uses Tyler Technologies for accounting software, the platform is responsible for nearly all aspects of the city’s bookkeeping. Tyler Technologies partnered with Elavon to provide integrated credit card processing services, but recently elected to discontinue their relationship with Elavon effective December 31, 2024. As the partnership deadline between Tyler Tech and Elavon approaches, the level of support between the two companies has diminished. In addition to a lack of compatibility and lack of technical support, the city’s credit card readers are at end-of-life and often malfunction. Attempts to replace credit card readers compatible with the current system have been unsuccessful.

Tyler Technologies is discontinuing their partnership with Elavon because credit card verification processes are not being followed in accordance with accepted standards. Failure to follow specific standards leaves the city vulnerable to fraudulent credit card charges and charge back fees. After the December 31, 2024 deadline, the city will be unable to process or post credit card payments directly to customers accounts because Tyler Technologies will no longer be partnered with Elavon.

**Analysis:**

The city processes approximately 850 credit card payment each month. As a matter of customer convenience, staff recommends maintaining the ability to process and post credit card payments directly to customers’ accounts. Tyler Technologies intends to partner with Chase Bank to provide integrated credit card processing services. Changing to the new payment system with Tyler Technologies is the preferred course of action. The transition to the new system would cause the city’s payment processing system to be down for less than one day. The outage would be scheduled during an off-peak time to minimize customer inconvenience.

**Legal Considerations:**

The transition to Tyler Technologies' new integrated partnership would help make the City of Mulvane PCI Compliant with credit card transactions. (PCI compliance is compliance with The Payment Card Industry Data Security Standard, a set of requirements intended to ensure that all companies that process, store, or transmit credit card information maintain a secure environment.)

**Financial Considerations:**

The new credit card processing rates are found in the proposed Tyler Technologies agreement. Credit card fees are directly passed on to the customer when paying with a card and not absorbed by the City. The City will need to make a one-time purchase of two card readers (for used by the municipal court and utilities) for a total of \$1,058.00. There will be a recurring annual fee of \$360.00 for services provided.

**Recommendation:**

Motion to approve agreement with Tyler Technologies for Tyler Payments.



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Mulvane, with offices at 211 N 2nd Avenue, Mulvane, Kansas 67110-1595 ("Client" or "City").

WHEREAS, Tyler and the Client are parties to an agreement dated March 6, 2015 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Payments.
  - a. The items shown in Exhibit 1 to this Amendment are hereby added to the Agreement.
  - b. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
  - c. Amendment to Linked Payment Processing Agreement. Section 10(b) of the Payment Processing Agreement linked in Exhibit 1 is hereby amended to read, "Applicable Law and Interpretations: Merchant shall hold harmless Tyler from and against any claim or action related to Merchant's violation of applicable law and/or Association Rules including without limitation any election to apply custom fee structure or customer surcharges.
2. Notwithstanding any other provision of the Agreement, the duties of the City contained in this Agreement are subject in all respects to compliance with the applicable provisions of the Kansas Cash Basis Law (K.S.A. § 10-1101 *et seq.*), the Kansas Budget Law (K.S.A. § 79-2935), and all other applicable laws of the State of Kansas. Nothing in this Agreement is intended nor shall it be interpreted to violate or require the City to violate these laws. Notwithstanding any provisions of this Agreement or to the contrary, the City's obligations pursuant to this Agreement are only to be from funds budgeted and appropriated for such purpose during the City's then-current budget year. All obligations of the City under this Agreement are specifically subject to annual appropriation. Notwithstanding the foregoing, the City's right to terminate for lack of appropriations is set forth in section G(2) of the Agreement and the City's right not to renew its maintenance and support or hosting services, including the requirement for advance notice of that non-renewal, is as otherwise set forth in the Agreement.





3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Mulvane, KS

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **Exhibit 1**

### **Amendment Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

*Sales quotation to be inserted prior to amendment execution.*

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**Sales Quotation For:**  
 City of Mulvane, Kansas  
 211 N 2nd Ave  
 Mulvane KS 67110-1595

Quoted BY Clinton Pelletier  
 Quote Expiration 3/5/24  
 Quote Name Tyler Payments

**Payments**

	Use Case	List Price	Service%	Min	Basis Points	Rate	Cap	POS	Online	IVR
<b>Payments - Client Card Cost - Interchange Plus</b>										
Tyler One										
ERP Pro Payments	Municipal Justice				0.95%	\$ 0.95		X	X	
ERP Pro Payments	Utility Billing				0.75%	\$ 0.75		X	X	
<b>Payments - Other Fees</b>										
Tyler One										
Credit Card Chargebacks		\$ 15.00								

**Client Card Cost - Interchange Plus**

per card transaction with Visa, MasterCard, Discover, and American Express, when applicable, for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.

**Credit Card Chargebacks**

If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

<b>Third Party Software &amp; Hardware</b>				
Description	Quantity	Unit Price	Extended Price	Annual
<b>Tyler One</b>				
<b>Payments</b>				
PCI Service Fee (Per Device)	2	\$ 0	\$ 0	\$ 360
Payments EMV Card Reader Purchase	2	\$ 529	\$ 1,058	\$ 0
<b>TOTAL:</b>			<b>\$ 1,058</b>	<b>\$ 360</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Third Party Hardware, Software, Services	\$ 1,058	\$ 360
Total Tyler Services		
<b>Summary Total</b>	<b>\$ 1,058</b>	<b>\$ 360</b>
<b>Contract Total</b>	<b>\$ 1,418</b>	

## Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

## ERP Pro Payments

An annual PCI compliance fee in the amount of \$99 and a monthly Gateway fee in the amount of \$10 will be billed per merchant account.

**Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:**

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

## **Fees for services included in this sales quotation shall be invoiced as indicated below.**

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

**CITY COUNCIL MEETING**  
**March 18, 2024**

**TO: Mayor and City Council**  
**FROM: City Staff**  
**SUBJECT: Amending City Code to adopt a “Noise” Ordinance**  
**ACTION: Approve Code Amendment**

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**Background:**

The City Code of the City of Mulvane, Kansas (the “City Code”) does not currently address the prevention or minimization of “noise” pollution.

The City of Mulvane, Kansas (the “City”) received several complaints from residents about loud music from a local business being played well past 10:00 p.m.

This City Code amendment would provide the Police Department with an objective, constitutional method for dealing with noise pollution.

**Financial Considerations:**

Other than the cost of publication of the summary of the Ordinance and the purchase of a decibel meter, there will be no further cost to the City.

**Legal Considerations:**

Noise ordinances require the acquisition of a decibel meter and are the subject of constitutional challenges. The City Attorney has attempted to include suitable exemptions but may not have included all possible exclusions.

**Recommendation/Action:**

**I move we adopt and approve Ordinance No. 1578 amending Title II, Chapter 215 of the Mulvane City code creating Article IV, Sections 215.270 through 215.320 of the Code for the prevention or minimization of noise pollution.**

*(Ordinance Summary published in The Mulvane News on March 28, 2024 and the full text of the Ordinance made available at [www.mulvanekansas.com](http://www.mulvanekansas.com) for a minimum of one (1) week from the date of publication.)*

## **ORDINANCE NO. 1578**

**AN ORDINANCE AMENDING TITLE II, PUBLIC HEALTH, SAFETY AND WELFARE, CHAPTER 215, AND CREATING ARTICLE IV, TITLED NOISE POLLUTION.**

WHEREAS, it has been determined by the governing body of the City of Mulvane, Kansas (the “City”) that it is in the best interest of the City to amend Title II, Chapter 215 and create Article IV of the Municipal Code of the City of Mulvane (the “Code”), so as to secure and promote public health, comfort, convenience, safety, welfare, peace and quiet by preventing or minimizing noise pollution.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MULVANE, SEDGWICK AND SUMNER COUNTIES, KANSAS:

SECTION 1. Title II, Chapter 215, Article IV, Sections 215.270 through 215.320 are hereby created to read as follows:

### **ARTICLE IV - NOISE POLLUTION**

#### **Section 215.270. Purpose.**

The purpose of this article is to secure and promote public health, comfort, convenience, safety, welfare, peace and quiet by preventing or minimizing noise pollution as herein defined.

#### **Section 215.280. Definitions.**

Wherever used in this article, the following words and phrases shall have the meaning ascribed to them in this section unless the context clearly requires another meaning:

1. “ANSI” means the American National Standards Institute” or its successor bodies.
2. “Boundary” means the line of demarcation which separates the real property owned by one person from that owned by another person.
3. “Daytime Hours” means 7:00 a.m. until 10:00 p.m., local time.
4. “dB(A)” represents the abbreviation for the sound level in decibels determined by the A-weighting network of a sound level meter.
5. “Emergency” means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.



6. “Emergency Signal Equipment” means any siren, whistle, air horn or similar device when used on any vehicle as a warning device, used in connection with an emergency warning system, or used in connection with an alarm or warning system intended to produce an audible signal upon unauthorized entrance by a person into a building, structure or motor vehicle.
7. “Emergency Work” means any work necessary to restore real property to a safe condition following a public calamity, or work required to protect persons or real property from an imminent exposure to danger.
8. “Nighttime Hours” means 10:00 p.m. of one day through 7:00 a.m. of the next day, local time.
9. “Noise” means loud, harsh or discordant sound.
10. “Noise Pollution” means the presence of noise, whether from a single source or from multiple sources, the intensity, loudness or character of which is, or may be predicted with reasonable certainty to be, injurious to human health or which unreasonably interferes with the quiet enjoyment of property or with any lawful business or activity. Noise at sound pressure levels exceeding those permitted in any zone pursuant to the ordinance codified in this article are conclusively presumed to constitute noise pollution.
11. “Person” means any person, firm, association, organization, partnership, business, trust, corporation, company, contractor, supplier, installer, user, owner, or operator and shall include municipalities and its officers or employees.
12. “Sound Level” or “Noise Level” means the weighted sound pressure level, in decibels, measured by the use of a sound level meter satisfying the requirements of ANSI SI.4, 1971, Specifications for Sound Level Meters.
13. “Sound Level Meter” means an instrument meeting ANSI SI.4, 1971, Specifications for Sound Level Meters, consisting of microphone, an amplifier, an output meter and frequency weighting network or networks, used for the measurement of sound pressure levels in a specified manner.
14. “Source” means any person or property, real or personal, contributing to noise pollution.

**Section 215.290. Loud and unnecessary noise prohibited.**

1. It shall be unlawful for any person to make, continue, maintain or cause to be made or continued any excessive, unreasonable or unusually loud noise which annoys, disturbs, injures or endangers the repose, health, peace or safety of others within the city.

- a. The following acts, which enumeration shall not be deemed to be exclusive, are hereby declared to be noise nuisances in violation of this section and are unlawful:
  - i. The playing or permitting or causing the playing of any radio, radio receiving set, television, loudspeaker, drum, musical instrument, sound amplifier or similar device which produces, reproduces, or amplifies sound when done in such a manner or with such volume, intensity, or with continued duration so as to annoy, to distress, or to disturb the quiet, comfort, or repose of any person of reasonable sensibilities within the vicinity or hearing thereof.
  - ii. Motor Vehicles. The use of any motor vehicle, motorcycle, bus, or other vehicle so out of repair or in such a manner as to create loud, unnecessary grating, grinding, rattling, or other noise which shall annoy, distress, or disturb the quiet comfort, or repose of any person within the vicinity.
2. No person shall be part of a gathering of people from which sound emanates of a sufficient volume so as to disturb the peace, quiet or repose of nearby residents. A police officer may order all persons present at any location where a gathering or party exists in violation of this section to immediately disperse in lieu of being charged under this section. Failure to so disperse shall make such person equally responsible with the person in charge of the premises and/or the person causing the disturbance. The owners, tenants or occupants of the property shall immediately abate the disturbance under this subsection and, upon their failure to do so, shall be in violation of this subsection.

**Section 215.300. Prohibited Noise Levels.**

1. Except as otherwise provided herein, noise from any source, when measured as provided herein at a level equal to or in excess of the maximums established for the following zones and time periods, is hereby declared to constitute noise pollution in violation of this article:

<b>Zone</b>	<b>Daytime Hours – dB(A)</b>	<b>Nighttime Hours – dB(A)</b>
Residential (zoned R-1, R-1A, R-2, R-3, RS-1, MH-1 and MH-2)	65	50
Business (zoned B-1, B-2, B-3, B-4)	65	50
Industrial (zoned I-1 and I-2)	80	50

2. When Noise can be measured from more than one zone, the maximum permissible Sound Level of the more restrictive zone shall apply.

**Section 215.310. Noise Measurement.**

1. For the purposes of this article the following test measurements and requirements maybe applied:
  - a. Noise shall be measured at the property line of the property on which the Noise source is located.
  - b. Measurements with Sound Level Meters shall be made when the wind velocity at the time and place of such measurement is not more than ten (10) miles per hour, or twenty-five (25) miles per hour if a wind screen is used.
  - c. In all Sound Level measurements, consideration shall be given to the effect of the ambient Noise Level of the environment from all sources at the time and place of such Sound Level measurement.
  - d. Noise shall be measured on the “A” weighting scale on a Sound Level Meter of standard design and quality and having characteristics established by the ANSI.

**Section 215.320. Exemptions.**

1. This article shall not apply to:
  - a. Devices used solely for the purpose of warning, protecting or alerting persons of potential danger or in case of Emergency;
  - b. Municipally owned, operated, or contracted equipment used to operate, construct, repair or maintain municipal infrastructure systems;

- c. Operations by, or sanctioned by, the proper city, state or federal authorities for the protection of persons or property, where imminent physical trauma or property damage demands immediate action;
- d. Sound emanating from duly authorized athletic contests, parades, approved fireworks, and municipally-sanctioned public events;
- e. Household tools used in normal usage during Daytime Hours;
- f. Normal daytime use of lawn care and yard maintenance equipment if used and maintained in accordance with the manufacturer's recommendations;
- g. Trains and aircraft;
- h. Emergency utility operation (including generators);
- i. Construction Noise;
- j. Repair of personal use vehicles during Daytime Hours; or
- k. Home repair of place of residence during Daytime Hours.

**Section 215.330. Penalty.**

Violation of any provision of this article shall be punishable by a fine not to exceed Five Hundred Dollars (\$500.00).

SECTION 3. This Ordinance shall take effect on and be in full force after its adoption by the governing body of the City, approval by the Mayor and either (a) publication once in the official newspaper of the City, or (b) publication of a summary hereof certified as legally accurate and sufficient by the City Attorney.

*[Remainder of Page Intentionally Left Blank]*

PASSED AND APPROVED by the governing body, not less than a majority of the members elect voting in favor thereof, of the City of Mulvane, Kansas on the 18th day of March, 2024.

CITY OF MULVANE, KANSAS

[seal]

---

Brent Allen, Mayor

ATTEST:

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Debra M. Parker, City Clerk

*(Ordinance Summary published in The Mulvane News on March 28, 2024 and the full text of the Ordinance made available at [www.mulvanekansas.com](http://www.mulvanekansas.com) for a minimum of one (1) week from the date of publication.)*

**Ordinance No. 1578 Summary**

On March 18, 2024, the City of Mulvane, Kansas adopted Ordinance No. 1578 amending Title II, Chapter 215 of the Mulvane City code creating Article IV, Sections 215.270 through 215.320 of the Code for the prevention or minimization of noise pollution. A complete copy of this ordinance may be obtained or viewed free of charge at the Office of the City Clerk at City Hall, 211 N. 2nd or at [www.mulvanekansas.com](http://www.mulvanekansas.com). This summary is certified legally accurate and sufficient by the Mulvane City Attorney pursuant to K.S.A. 12-3001, *et seq.*

SUMMARY CERTIFIED:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

March 18, 2024  
City Council Meeting

TO: Mayor & City Council  
FR: City Administrator  
RE: APPA Mutual Aid Agreement  
ACTION: Approve APPA Mutual Aid Agreement

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**Background:**

KPP Energy is assisting member communities in attaining the APPA Reliable Public Power Provider (RP3) designation. The RP3 program provides guidance for public power providers to be reliable, safe, encourage workforce development, and improve systems.

There are multiple steps to achieve the RP3 designation. One of the steps includes signing on to a national mutual aid agreement and one of the options of a national mutual aid agreement is the one provided by APPA.

**Analysis:**

The APPA Mutual Aid Agreement provides guidance for supplying mutual aid to those requesting. The agreement does not require aid to be provided every time it is called for, it merely agrees on the manner of payment and how services will be charged.

This agreement will fulfill one of the requirements in attaining the RP3 designation through APPA.

**Fiscal Impact:**

The city is only financially impacted if it agrees to send staff and resources in response to requests for mutual aid.

**Legal Considerations:**

This agreement does not commit any resources from the city of Mulvane. It provides a choice for the city to provide resources if mutual aid is requested.

**Recommendations:**

Approve the APPA Mutual Aid Agreement.

**MOTION**

I move to approve the APPA Mutual Aid Agreement with the Mayor to sign.

## MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows:

- 1.) Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.
- 2.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 3.) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 4.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
  - a.) Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
  - b.) Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
  - c.) Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
  - d.) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.
- 5.) Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 6.) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date \_\_\_\_\_ Entity \_\_\_\_\_ (name/ state)  
By \_\_\_\_\_ (please print)  
Title \_\_\_\_\_

**Please send signed agreement to:**  
American Public Power Association  
ATTN: APPA Mutual Aid Team  
2451 Crystal Drive, Suite 1000 | Arlington, VA 22209-4804  
E-mail: [MutualAid@publicpower.org](mailto:MutualAid@publicpower.org) | Fax: 202/ 467-2900

Questions about this agreement should be directed to APPA's Engineering Services department at [MutualAid@publicpower.org](mailto:MutualAid@publicpower.org) or 202/467-2900.



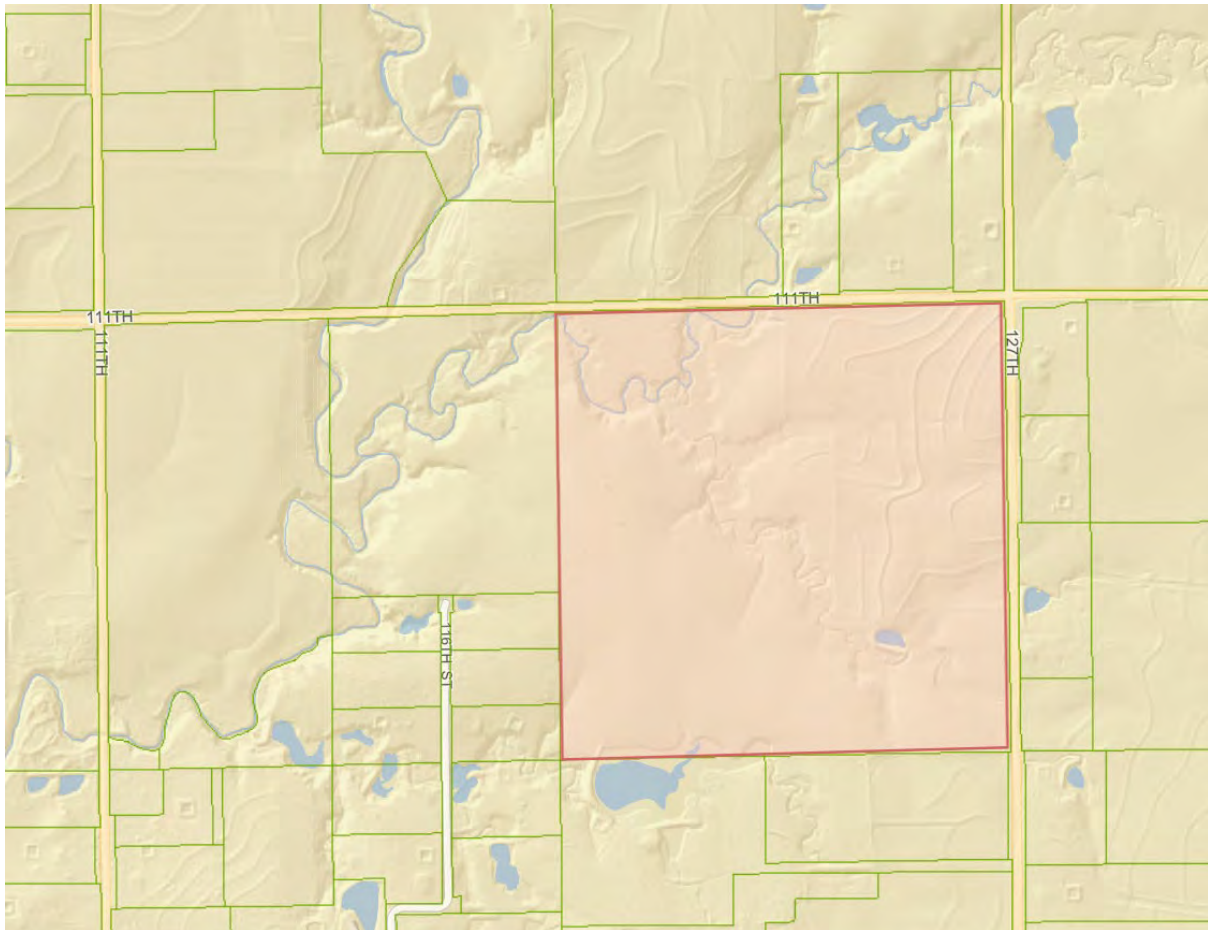
City Council Meeting  
March 18, 2024

**To:** The Honorable Mayor Brent Allen & City Council  
**From:** Joel Pile, Planning & Zoning Administrator  
**Subject:** *S/D 2023-03 Schmeidler Estates Final Plat*

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**Name of Landowner(s):** Herr Schmader, LLC  
**Address:** 1444 N. Saint Clair Ave., Bldg. B, Wichita, KS

**Name of Subdivider/Agent:** Kirk Miller, KE Miller Engineering, PA  
**Address:** 117 E. Lewis St, Wichita, KS



## SUBDIVISION INFORMATION

1. Gross acreage of plat: 154.24 acres
2. Total number of lots: 11
3. Proposed land use for development; rural-type single-family homes
4. Existing zoning: RR-Rural Residential
5. Proposed zoning: RR-Rural Residential
6. Source of water supply: RWD #3
7. Method of sewage disposal: Septic / Lagoon

The final plat was reviewed by the Subdivision Committee on February 1, 2024.

After evaluation of the final plat by various affected and interested parties including Sedgwick County Planning, the Mulvane Planning Commission voted to recommend approval of the Schmeidler Estates Final Plat at the regular meeting on February 8, 2024.

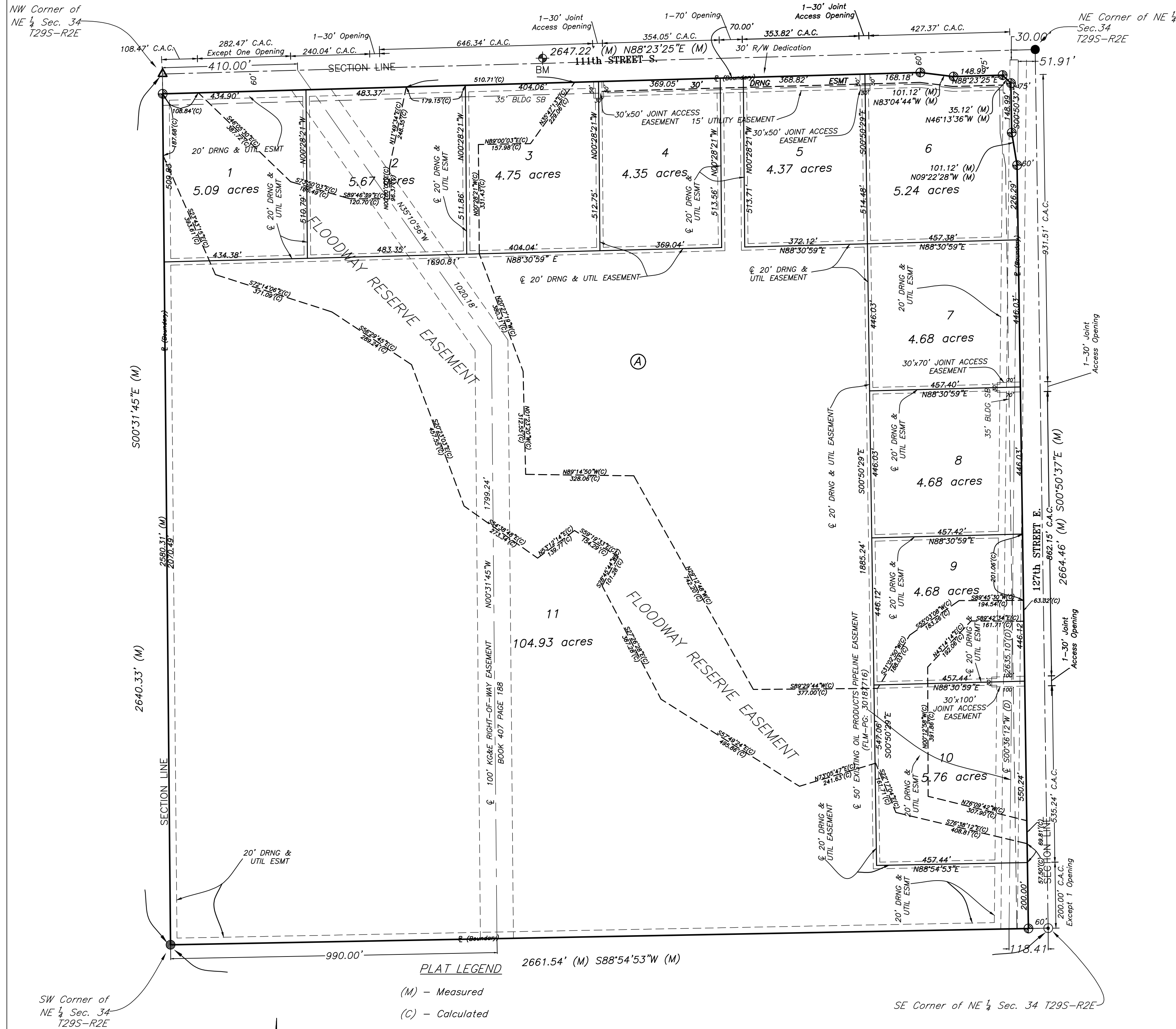
This plat is a small tract plat outside of the city limits, but within three miles of the city limits. The governing body must agree to accept the dedications, if any, shown on the plat or refer the plat back to the Planning Commission. The plat is required to go before the Sedgwick County Commission for review and acceptance of any dedications.



### Sample Motion:

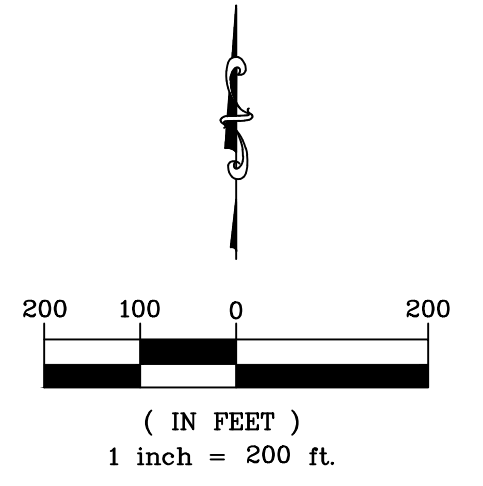
Having reviewed the final plat for the Schmeidler Estates filed as S/D 2023-03, I move to accept the dedications, if any, shown on this plat and authorize the Mayor to sign.

Minimum Pad Elevation		
Lot	Block	Elev NAVD 88
1	A	1262.1
2	A	1265.4
3	A	1265.7
11	A	1263.4



- PLAT LEGEND**
- (M) - Measured
  - (C) - Calculated
  - (D) - Described
  - - 3-4" (found) Iron
  - ▲ - R5 (found)
  - - R4 Savoy (found)
  - ⊙ - 1-2" (found) Iron
  - ⊕ - R4 KEMPA Set
  - C.A.C. - Complete Access Control

**BENCHMARKS:**  
 BM  
 BM#1: "Cross" Cut on North end of RCBC located approx. 1153' east of the Northwest corner of the NE 1/4 Sec. 34 T29S-R2E  
 ELEVATION = 1264.29 (NAVD88)



# Schmeidler Estates Sedgwick County, Kansas

NE 1/4, Section 34, Township 29 South, Range 2 East of the 6th. P.M.

**LAND SURVEYOR'S CERTIFICATE & DESCRIPTION**  
 State of Kansas )  
 County of Sedgwick ) SS

I, Keith A. Severns, a professional land surveyor of the State of Kansas, do hereby certify that the following described tract of land was surveyed on the 21st day of December, 2023 and the accompanying final plat prepared and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief:

**PLANNING COMMISSION CERTIFICATE**  
 State of Kansas )  
 City of Mulvane ) SS

This plat of Schmeidler Estates, Sedgwick County, Kansas, has been submitted to and approved by the City of Mulvane Planning Commission, Mulvane, Kansas. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024. City of Mulvane Planning Commission.

**LEGAL DESCRIPTION**

The Northeast Quarter of Section 34, Township 29 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

All easements and rights-of-way within said tract are hereby vacated by virtue of KSA 12-512b as amended.

James W. Patterson, Chairperson  
 ATTEST:

Joel Pile, Secretary

State of Kansas )  
 City of Mulvane ) SS

**GOVERNING BODY CERTIFICATE**  
 This plat approved and all dedications shown hereon accepted by the City Council of the City of Mulvane, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

At the Direction of the City Council

Brent Allen, Mayor

Debra M Parker, City Clerk

**CITY ATTORNEY**  
 State of Kansas )  
 City of Mulvane ) SS

This plat is approved pursuant to the provisions of K.S.A. 12-401. Date Signed: \_\_\_\_\_, 2024.

J.T. Klaus, City Attorney

**TRANSFER RECORD**  
 Entered on transfer record this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Kelly B. Arnold, County Clerk

**REGISTER OF DEEDS CERTIFICATE**  
 State of Kansas )  
 County of Sedgwick ) SS

This is to certify that this plat has been filed for record in the Office of the Register of Deeds this \_\_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_ o'clock \_\_\_\_\_ M; and is duly recorded.

Tonya Buckingham, Register of Deeds

Kenly Zehring, Chief Deputy

**COUNTY SURVEYOR'S CERTIFICATE**  
 State of Kansas )  
 County of Sedgwick ) SS

Reviewed in accordance with K.S.A. 58-2005 on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Tricia L. Robello, P.S. #1246  
 Deputy County Surveyor  
 Sedgwick County, Kansas

Keith A. Severns, P.L.S. #1355

**OWNER'S CERTIFICATION & DEDICATION**  
 State of Kansas )  
 County of Sedgwick ) SS

This is to certify that we, the undersigned owners of the land described in the Land Surveyor's certificate, have caused the same to be surveyed and subdivided on the accompanying plat into Lots, a Block, and Streets under the name of Schmeidler Estates, Sedgwick County, Kansas. Any street dedications shown are dedicated to and for the use of the public. The access controls are hereby granted to the appropriate governing body as shown hereon. Any drainage and utility easements are hereby granted as indicated for drainage purposes and for the construction and maintenance of all public utilities. Any Drainage easements are hereby granted to for the use of the public as indicated for drainage purposes. Any Utility easements are hereby granted to and for the use of the public for the construction and maintenance of all public utilities. No signs, light poles, private drainage systems, masonry trash enclosures or other structures shall be located within the public utility easements. A drainage plan has been developed for the plat and that all drainage easements, rights-of-way, or reserves shall remain at established grades or as modified with the approval of the applicable City or County Engineer, and unobstructed to allow for the conveyance of stormwater. The Minimum Building Pad Elevations for the lowest opening to the structures shall be as indicated on the face of the plat. FEMA floodplain and regulatory floodway boundaries are subject to periodic change and such change may affect the intended land use within the subdivision. And further that the land contained herein is held and shall be conveyed subject to any applicable restrictions, reservations and covenants now on file or hereafter filed in the Office of the Register of Deeds of Sedgwick County, Kansas.

By: Thomas A. Schmeidler, Owner, Herr Schmader, LLC Date

**NOTARY CERTIFICATE**  
 State of Kansas )  
 County of Sedgwick ) SS

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Thomas A. Schmeidler, Owner, Herr Schmader, LLC.

Notary Public

My Commission Expires: \_\_\_\_\_

**BANK CERTIFICATE**

We the undersigned, holders of a mortgage on the above described property, do hereby consent to this plat of Schmeidler Estates, Sedgwick County, Kansas.

RCB Bank:

Jadd Munn, Vice President Date  
 RCB Bank

**BANK NOTARY CERTIFICATE**  
 State of Kansas )  
 County of Sedgwick ) SS

The foregoing instrument acknowledged before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Jadd Munn, Vice President of RCB Bank

\_\_\_\_\_, Notary Public

My commission expires: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS**  
 State of Kansas )  
 County of Sedgwick ) SS

This plat of Schmeidler Estates, Sedgwick County, Kansas has been submitted to and approved by the Board of County Commissioners of Sedgwick County, Kansas. On this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Ryan Baty, Fourth District, Chairman

Attest: Kelly B. Arnold, County Clerk

23051 | Schmeidler Estates Prepared: 12/27/23



**CITY COUNCIL MEETING  
MULVANE, KANSAS  
March 18, 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

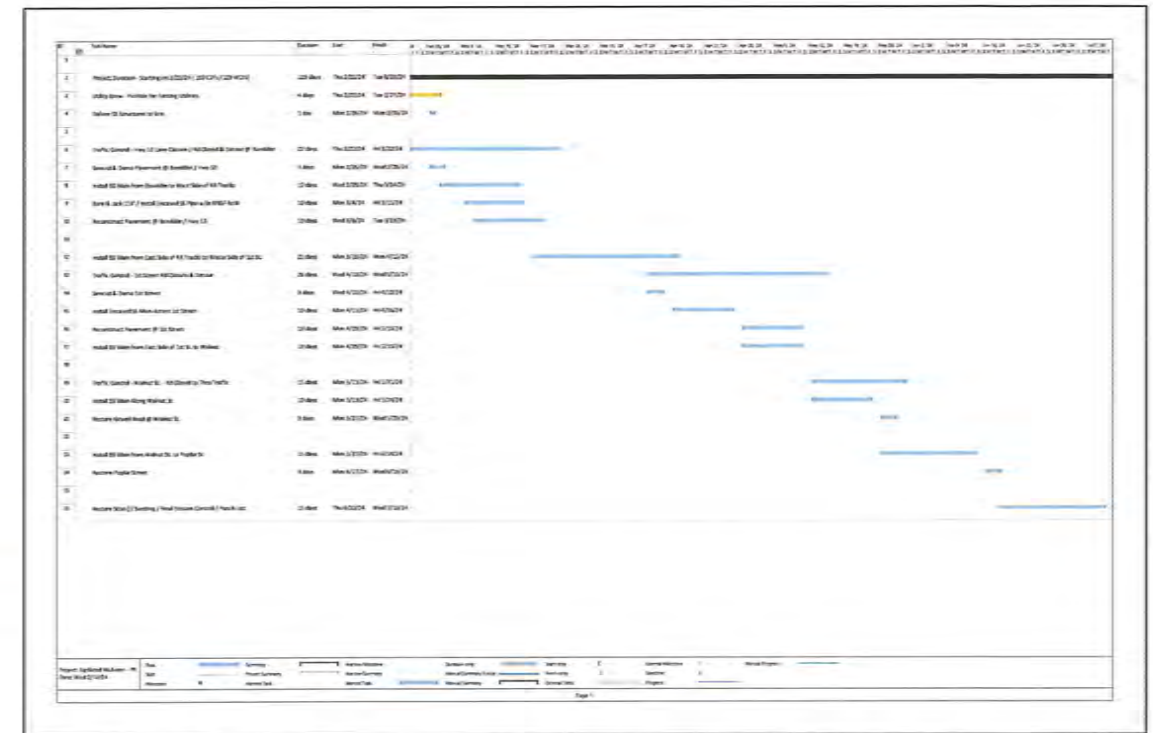
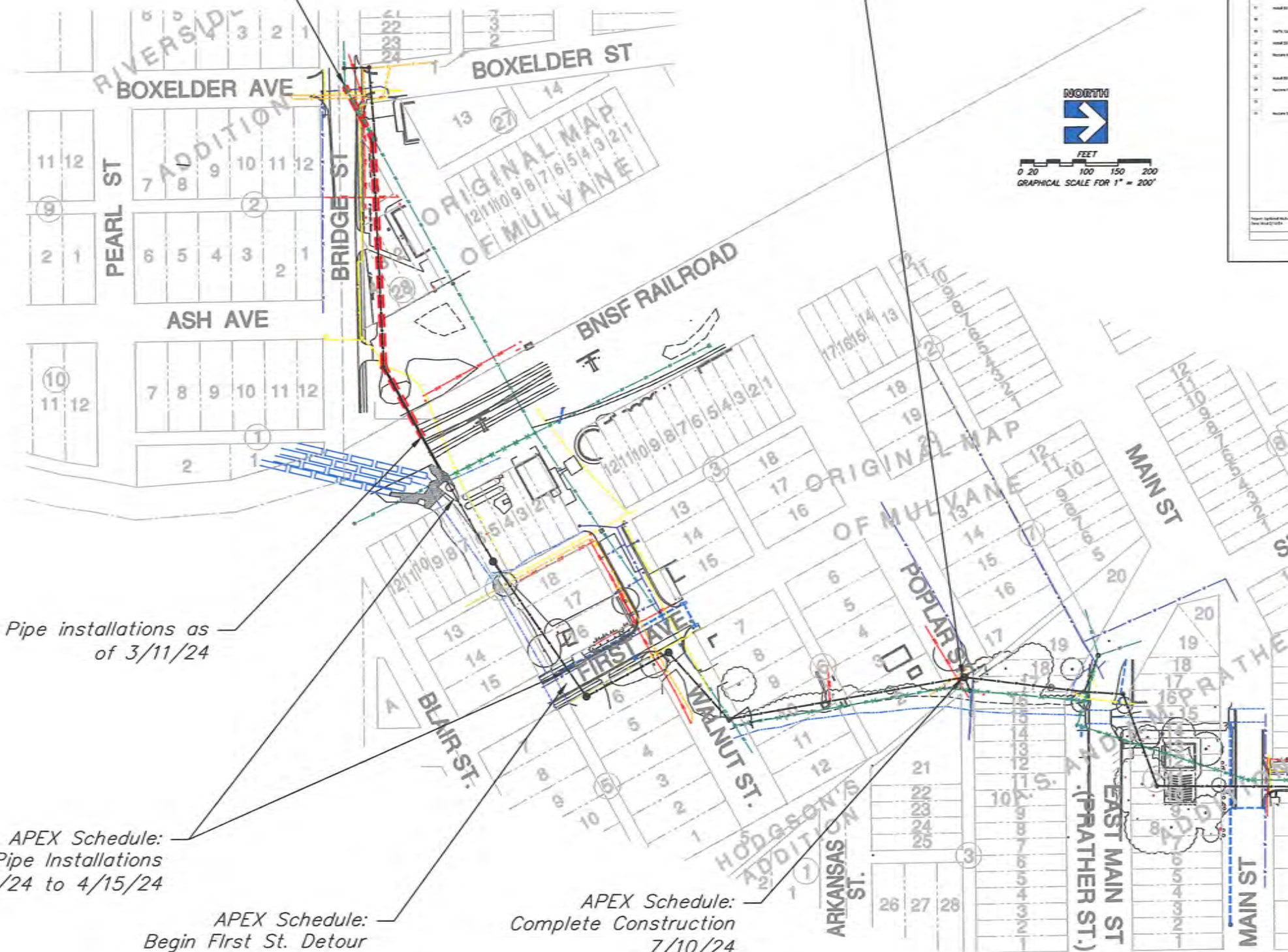
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Outlined below is a list of City projects currently under design, review, and/or construction followed by a brief status report for each project.

Project Name/Description	Project Status
<p><b>Phase 2 Main A Sanitary Sewer Improvements</b> <i>(Bond Issue funding)</i></p>	<p><u>Completed to Date:</u> The Contractor has completed construction at Bridge St./K-53 and Boxelder. The boring under the BNSF has been initiated. See attached exhibit for pipe installed to date.  <u>Remaining Work:</u> Complete sewer installations in the BNSF railroad ROW, construct and continue sewer to First St., Walnut St. and Poplar St.  <u>Contract Status:</u> APEX has submitted Pay Application No. 1 in the amount of \$167,259.18. Pay Application No. 1 represents 14.4% of the current contract amount of \$1,161,060.00.</p>
<p><b>GIS Mapping Updates</b> <i>(Administration Operating Budget)</i></p>	<p><u>Completed to Date:</u> A “Request for Proposal” (RFP) for GIS mapping services was sent to (5) GIS firms. RFP documents were requested and sent to (3) GIS firms. City staff has responded to questions provided from (2) GIS firms and issued Addendum No. 1 addressing all questions.  <u>Remaining Work:</u> City staff received one proposal on 3/13/24. All proposals are due by the end of day on 3/14/24.  <u>Contract Status:</u> TBD based on proposals received/approved.</p>
<p><b>Phase 1 Harvest Point Addition Infrastructure</b> <i>(Municipal Bonds)</i></p>	<p><u>Completed to Date:</u> Water Line plans have been completed and sent to KDHE for approval. Plans for Bid Package No. 1, including Mass Grading and Detention Ponds, Sanitary Sewer, Storm Sewer and Water Line plans are approx. 85% complete.  <u>Remaining Work:</u> Complete KDHE permit application for sewer improvements. Submit/review final plans with Public Works and set bid date.  <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>
<p><b>West Main Street Drainage Improvements</b> <i>(Special Sales Tax)</i></p>	<p><u>Completed to Date:</u> In June of 2019, design plans were prepared to replace an existing storm sewer inlet located at the west end of Main Street (adjacent to the NW corner of the “Empire Taco” building). Opening dates for the restaurant, COVID and project scheduling issues placed the bid phase on hold.  <u>Remaining Work:</u> Prepare bid documents, bid and construct the drainage improvements. Establish bid date with Public Works and advertise the project for bids.  <u>Contract Status:</u> TBD based on bids received.</p>

Begin Phase 2  
Main A Sanitary  
Sewer Improvements

End Phase 2  
Main A Sanitary  
Sewer Improvements



## APEX Excavating Project Schedule

Prepared/Updated: 2/14/24

APEX Schedule:  
SS Pipe Installations  
3/18/24 to 4/15/24

APEX Schedule:  
Begin First St. Detour  
4/10/24 thru 5/15/24

APEX Schedule:  
Complete Construction  
7/10/24

March 12, 2024

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

Re: **Phase 2 – Main “A” Sanitary Sewer Improvements**  
Mulvane, Sumner/Sedgwick County, Kansas  
Y&A Project No. 21-482

Dear Mr. St. John:


Transmitted herewith is a signed PDF copy of Payment Application No. 1 from APEX Excavating, LLC for the above referenced project. We have field verified the quantities requested in the pay application and concur with the amount of \$167,259.18 as requested.

Payment Application No. 1 represents 14.4% of the total contract amount. Per the contract documents, 10% of the value of the work completed and materials stored has been retained.

Pending your approval, 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.

If you have questions or need any additional information, please feel free to contact me at (316)788-2552 or by email at [engineering@yngpa.com](mailto:engineering@yngpa.com).

Very truly yours,  
YOUNG & ASSOCIATES, PA



Christopher R. Young, PE  
City Engineer

Attachments



**APPLICATION AND CERTIFICATE FOR PAYMENT**

OWNER: City of Mulvane, Kansas  
211 N. Second St.  
Mulvane, KS 67110

CONTRACTOR: APEX Excavating, LLC  
302 W. 61st Street N.  
Park City, KS 67204

PROJECT: Phase 2 - Main "A" Sanitary Sewer Improvements  
City of Mulvane, Sedgwick  
County, Kansas

Payment Application No.: 1  
Payment Application Date: 03/08/24  
Contract Date: 12/04/23

1.	ORIGINAL CONTRACT AMOUNT	\$	1,161,060.00
2.	Net Change by Change Order	\$	-
3.	CONTRACT AMOUNT TO DATE (1. + 2.)	\$	1,161,060.00
4.	TOTAL COMPLETED TO DATE (Column C from page 2, 3 and 4)	\$	185,843.54
5.	Retainage <u>\$18,584.35</u> (Column D from page 2 and 3)		
6.	Total Earned, Less Retainage (4. -5.)	\$	167,259.18
7.	Less Previous Payments	\$	-
8.	<b>Current Payment Due</b>	<b>\$</b>	<b>167,259.18</b>
9.	Balance to Finish (including retainage, 3. - 6.)	\$	993,800.82

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 payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: [Signature]  
By: Jennifer Sparks / Sr. Estimator Date: 03/08/24  
(Name) (Title)

State of Kansas  
County of Sedgwick  
Subscribed and sworn before me this 8<sup>th</sup> day of March, 2023.

Notary Public: [Signature]  
My Commission Expires: 3-19-2025  
NOTARY PUBLIC - State of Kansas  
Johnny F. Loera  
My Appt. Expires 4-19-2026

Change Order Summary:	Additions	Deductions
Sub-Totals	\$ -	\$ -
Total Change Order Amount	\$ -	

ENGINEER'S CERTIFICATE OF REVIEW:  
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quantity of the Work is in accordance with the Contract Documents, and Contractor is entitled to payment of the amount indicated in the above "Current Payment Due".

AMOUNT CERTIFIED: \$ 167,259.18  
ENGINEER: Young & Associates, PA  
By: [Signature] Date: 3/13/24  
Christopher R. Young, PE, Project Manager

ACCEPTANCE BY OWNER: City of Mulvane, Kansas  
By: [Signature] Date: \_\_\_\_\_  
Kent Hixson, City Administrator  
Austin St. John

**APPLICATION FOR PAYMENT**

Proj: Phase 2 - Main "A" Sanitary Sewer Improvements  
 City of Mulvane, Sedgwick County,  
 Kansas

Payment Application No.: 1  
 Payment Application Date: 3/8/2024  
 Contract Date: 12/4/2023

m No.	Description	Quant.	Units	Scheduled Values		Work Completed from Previous Pay Application		Total Work Completed to Date		Amount Due this Period	Retainage this Period	Due this Period, Less Retainage
				Unit Price*	Extension (A)	Previous Quantity	Extension (B)	Quantity To Date	Extension (C)	(C-B)	10% (D)	(C-B)-(D)
1.	24" SS Pipe	151	LF	\$ 220.00	\$33,220.00		\$0.00	151.00	\$33,220.00	33,220.00	\$3,322.00	\$ 29,898.00
2.	21" SS Pipe	1,607	LF	180.00	289,260.00		\$0.00	273.00	\$49,140.00	49,140.00	4,914.00	44,226.00
3.	10" SS Pipe	22	LF	85.00	1,870.00		0.00	0.00	0.00	0.00	0.00	0.00
4.	30" Boring & Steel Encasement	114	LF	975.00	111,150.00		0.00	0.00	0.00	0.00	0.00	0.00
5.	36" Steel Encasement	25	LF	345.00	8,625.00		0.00	0.00	0.00	0.00	0.00	0.00
6.	30" Steel Encasement	60	LF	285.00	17,100.00		0.00	0.00	0.00	0.00	0.00	0.00
7.	Connection to Existing SS	4	LS	2,985.00	11,940.00		0.00	0.00	0.00	0.00	0.00	0.00
8.	Connection to Existing MH	1	LS	3,335.00	3,335.00		0.00	1.00	3,335.00	3,335.00	333.50	3,001.50
9.	Standard SS MH (5'DIA)	6	EA	10,815.00	64,890.00		0.00	0.00	0.00	0.00	0.00	0.00
10.	Standard Shallow SS MH (5'DIA)	2	EA	10,720.00	21,440.00		0.00	0.00	0.00	0.00	0.00	0.00
11.	4'x6' Reinforced Conc MH	1	EA	21,445.00	21,445.00		0.00	0.00	0.00	0.00	0.00	0.00
12.	5'x8' Reinforced Conc MH	1	EA	23,300.00	23,300.00		0.00	1.00	23,300.00	23,300.00	2,330.00	20,970.00
13.	21"x4" Tee & Riser Assembly	3	EA	2,820.00	8,460.00		0.00	0.00	0.00	0.00	0.00	0.00
14.	Existing Gravel Surf Removal/Replaced	419	SY	40.00	16,760.00		0.00	0.00	0.00	0.00	0.00	0.00
15.	Existing Asphalt Pav't Removal/Replaced	1,066	SY	100.00	106,600.00		0.00	0.00	0.00	0.00	0.00	0.00
16.	Existing Conc Pav't Removed/Replaced	793	SF	40.00	31,720.00		0.00	0.00	0.00	0.00	0.00	0.00
17.	Existing Conc C&G Removed/Replaced	158	LF	105.00	16,590.00		0.00	0.00	0.00	0.00	0.00	0.00
18.	Existing Conc VG Removed/Replaced	23	SY	195.00	4,485.00		0.00	9.00	1,755.00	1,755.00	175.50	1,579.50
19.	Existing Conc Flume Removed/Replaced	204	SF	85.00	17,340.00		0.00	0.00	0.00	0.00	0.00	0.00
20.	Existing Conc SW Removed/Replaced	441	SF	30.00	13,230.00		0.00	0.00	0.00	0.00	0.00	0.00
21.	Light-Type Grouted Stone RipRap	210	SY	90.00	18,900.00		0.00	0.00	0.00	0.00	0.00	0.00
22.	Abandon Existing 15" SS w/Sand Fill	97	LF	45.00	4,365.00		0.00	0.00	0.00	0.00	0.00	0.00
23.	Abandon Existing 12" SS w/Mortar Fill	156	LF	55.00	8,580.00		0.00	0.00	0.00	0.00	0.00	0.00
24.	Abandon Existing SS MH	1	EA	2,835.00	2,835.00		0.00	0.00	0.00	0.00	0.00	0.00
25.	12" Pipe Plug	4	EA	885.00	3,540.00		0.00	0.00	0.00	0.00	0.00	0.00
26.	Adjust Existing 4" WL	1	LS	6,530.00	6,530.00		0.00	1.00	6,530.00	6,530.00	653.00	5,877.00
27.	Flush & Vibrate Sand Backfill	525	LF	50.00	26,250.00		0.00	300.00	15,000.00	15,000.00	1,500.00	13,500.00
28.	Silt Fence (BMP)	1,037	LF	2.05	2,125.85		0.00	0.00	0.00	0.00	0.00	0.00
29.	Curb Inlet Protection	1	EA	70.00	70.00		0.00	0.00	0.00	0.00	0.00	0.00
30.	Site Clearing & Restoration	1	LS	282,054.15	282,054.15		0.00	0.25	70,513.54	70,513.54	7,051.35	63,462.18
A-1	SS Line No. 2 Alternate Alignment	1	LS	-16,950.00	(16,950.00)		0.00	1.00	-16,950.00	-16,950.00	-1,695.00	-15,255.00
				<b>Total Current Contract Amount</b>	<b>\$1,161,060.00</b>		<b>\$0.00</b>		<b>\$185,843.54</b>	<b>\$185,843.54</b>	<b>\$18,584.35</b>	<b>\$167,259.18</b>

\* Installation cost calculated = bid price - material costs (red text)



CASH & BUDGET STATEMENT

February 2024

Fund	Begin Bal	Revenue	Expenses	End Bal	Budget	YTD Rev	YTD Exp	Remaining	% Spent
General*	6,081,381.91	578,535.80	437,836.62	6,222,081.09	7,831,360	2,048,417.15	894,108.27	6,937,251.73	11.42%
Administration			61,986.66		2,154,800		132,196.50	2,022,603.50	6.13%
Public Works			105,512.67		1,061,370		177,070.28	884,299.72	16.68%
Police			131,430.83		2,334,300		291,351.68	2,042,948.32	12.48%
Fire			26,862.10		544,628		58,487.83	486,140.17	10.74%
Ambulance			102,532.83		1,658,512		212,108.00	1,446,404.00	12.79%
Planning & Zoning			9,511.53		77,250		22,893.98	54,356.02	29.64%
Bindweed			-		500		-	500.00	0.00%
Employee Benefit	1,283,916.74	7,433.98	83,606.66	1,207,744.06	2,260,150	1,098,277.64	368,354.79	1,891,795.21	16.30%
Debt Service	1,209,125.58	6,770.36	-	1,215,895.94	2,801,814	1,359,729.12	249,687.77	2,552,126.23	8.91%
Capital Improvements	634,314.96	-	-	634,314.96	470,000	6,829.92	1.17	469,998.83	0.00%
Special Liability	285,325.26	(29,109.43)	6,892.00	249,323.83	120,000	5,530.21	6,892.40	113,107.60	5.74%
Industrial Development	185,913.43	-	-	185,913.43	53,000	826.89	0.15	52,999.85	0.00%
Library	285,446.64	-	250,000.00	35,446.64	551,900	276,117.37	250,080.06	301,819.94	45.31%
Special Alcohol	47,141.50	-	-	47,141.50	15,000	-	-	15,000.00	0.00%
Swimming Pool	283.86	-	397.58	(113.72)	171,347	-	767.25	170,579.75	0.45%
Sr. Center	(2,138.31)	928.00	5,604.87	(6,815.18)	135,968	1,928.00	9,937.63	126,030.37	7.31%
Library Sales Tax	229,442.51	-	4,330.12	225,112.39	100,000	-	7,169.53	92,830.47	7.17%
1% Sales Tax	1,381,399.33	83,704.69	108,302.38	1,356,801.64	1,600,000	83,704.69	216,604.76	1,383,395.24	13.54%
Special Highway	341,195.78	1,569.90	5,354.79	337,410.89	350,000	46,677.22	5,354.79	344,645.21	1.53%
Special Parks	113,179.87	-	5,893.92	107,285.95	150,000	-	5,893.92	144,106.08	3.93%
Transient Guest Tax	432,827.72	222,413.25	10,250.00	644,990.97	475,000	222,413.25	21,250.00	453,750.00	4.47%
Mulvane Land Bank	21,739.70	-	177.50	21,562.20	12,500	-	177.50	12,322.50	1.42%
Electric	6,180,559.28	521,591.73	467,169.59	6,234,981.42	7,031,225	823,027.53	766,063.73	6,265,161.27	10.90%
Water	1,254,864.33	96,860.49	132,232.22	1,219,492.60	1,644,675	174,583.89	228,092.83	1,416,582.17	13.87%
Wastewater	1,462,679.67	166,925.31	139,939.46	1,489,665.52	2,233,792	320,784.24	299,690.44	1,934,101.56	13.42%
Storm Sewer	467,597.98	5,881.65	2,535.00	470,944.63	165,000	9,585.70	4,227.92	160,772.08	2.56%
Municipal Equipment Reserve	448,573.90	-	-	448,573.90	0	-	-	-	-
ARPA	464,112.79	-	-	464,112.79	0	-	-	-	-
<b>TOTAL</b>	<b>22,808,884.43</b>	<b>1,663,505.73</b>	<b>1,660,522.71</b>	<b>22,811,867.45</b>	<b>28,172,731</b>	<b>6,478,432.82</b>	<b>3,334,354.91</b>	<b>24,838,376.09</b>	<b>11.84%</b>

**Agenda Section - Attorney**

**March 18, 2024  
Executive Session Script**

**BEFORE:**

**Mayor:** I would entertain a motion to recess this meeting to an Executive Session for the purpose of:

- (1) Justification – Preliminary discussion of matters pertaining to the acquisition of real property pursuant to K.S.A. 75-4319(b)(6);
- (2) Purpose – Discussion of the acquisition of land.

For a period not to exceed 10 minutes, said regular meeting to reconvene in open session at approximately \_\_\_\_\_ p.m.

Said Executive Session to include the Mayor, City Council, City Administrator and the City Attorney.

Motion by \_\_\_\_\_, second by \_\_\_\_\_, Vote.

**AFTER:**

**Mayor:** I would now entertain a motion to reconvene the regular meeting of the City Council.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to reconvene the City Council meeting.  
Motion approved unanimously.

**Mayor:** Let the record reflect that no decisions were made during the Executive Session.

**NEXT AGENDA ITEM**

**Agenda Section - Attorney**

**March 18, 2024  
Executive Session Script**

**BEFORE:**

**Mayor:** I would entertain a motion to recess this meeting to an Executive Session for the purpose of:

- (1) Justification - Discussion of matters pertaining to nonelected personnel pursuant to K.S.A. 75-4319(b)(1);
- (2) Purpose – Discussing personnel issues.

For a period not to exceed 20 minutes, said regular meeting to reconvene in open session at approximately \_\_\_\_\_ p.m.

Said Executive Session to include the Mayor, City Council, City Administrator, Director of Public Safety, and the City Attorney.

Motion by \_\_\_\_\_, second by \_\_\_\_\_, Vote.

**AFTER:**

**Mayor:** I would now entertain a motion to reconvene the regular meeting of the City Council.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to reconvene the City Council meeting.  
Motion approved unanimously.

**Mayor:** Let the record reflect that no decisions were made during the Executive Session.

**NEXT AGENDA ITEM**



Mulvane, KS

# Check Report

By Check Number

Date Range: 02/01/2024 - 02/29/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: APBNK-APBNK-POOL</b>						
00447	CAPITAL ONE	02/01/2024	Regular	0.00	23.73	60920
00071	CENTRAL POWER SYS & SERV INC	02/01/2024	Regular	0.00	570.00	60921
00080	CITY OF MULVANE-UTILITIES	02/01/2024	Regular	0.00	20,365.17	60922
00170	CORE & MAIN	02/01/2024	Regular	0.00	2,163.00	60923
00092	COX COMMUNICATIONS	02/01/2024	Regular	0.00	630.00	60924
10223	CRH COFFEE INC	02/01/2024	Regular	0.00	75.90	60925
01078	EMC INSURANCE COMPANIES	02/01/2024	Regular	0.00	1,282.00	60926
00461	EVERGY	02/01/2024	Regular	0.00	729.24	60927
00130	EXCELSIOR BLOWER SYSTEMS, INC	02/01/2024	Regular	0.00	979.48	60928
00134	FAMILY MEDCENTERS PA	02/01/2024	Regular	0.00	224.00	60929
00150	GALL'S INC.	02/01/2024	Regular	0.00	112.66	60930
10221	GATEWAY WIRELESS & NETWORK SERVICES LLC	02/01/2024	Regular	0.00	35.00	60931
00174	HI-TECH CONTROLS INC	02/01/2024	Regular	0.00	154.50	60932
00255	INDUSTRIAL UNIFORM COMPANY LLC	02/01/2024	Regular	0.00	393.75	60933
00209	KANSAS GAS SERVICE	02/01/2024	Regular	0.00	962.01	60934
00211	KANSAS MAYORS ASSOCIATION	02/01/2024	Regular	0.00	50.00	60935
00226	KANSAS STATE TREASURER	02/01/2024	Regular	0.00	1,836.50	60936
00235	KDHE - BUREAU OF WATER	02/01/2024	Regular	0.00	185.00	60937
00140	KENNETH FLEMING	02/01/2024	Regular	0.00	19.35	60938
09913	MABCD	02/01/2024	Regular	0.00	1,894.05	60939
00266	MCKEE CLEAR SERVICE SOLUTIONS INC	02/01/2024	Regular	0.00	50.00	60940
01219	MERIDIAN ANALYTICAL LABS LLC	02/01/2024	Regular	0.00	80.00	60941
00272	MIDWEST TRUCK EQUIPMENT INC.	02/01/2024	Regular	0.00	390.39	60942
10580	MULVANE AUTOMOTIVE AND TIRE REPAIR LLC	02/01/2024	Regular	0.00	200.85	60943
00291	MULVANE PUBLIC LIBRARY	02/01/2024	Regular	0.00	250,000.00	60944
00458	PHILIP L. WEISER	02/01/2024	Regular	0.00	150.00	60945
00340	QUILL CORPORATION	02/01/2024	Regular	0.00	392.33	60946
00366	SAFETY PLUS FIRST AID & SAFETY INC	02/01/2024	Regular	0.00	50.86	60947
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	02/01/2024	Regular	0.00	320.00	60948
00401	STANION WHOLESALE ELECTRIC CO INC OF	02/01/2024	Regular	0.00	404.40	60949
10435	STAR LUMBER & SUPPLY CO., INC.	02/01/2024	Regular	0.00	1,198.50	60950
00369	THE SALINA SUPPLY COMPANY	02/01/2024	Regular	0.00	11.39	60951
00397	T-MOBILE	02/01/2024	Regular	0.00	264.79	60952
00423	TRIPLETT WOOLF & GARRETSON LLC	02/01/2024	Regular	0.00	10,741.21	60953
00434	UNITED STATES POST OFFICE	02/01/2024	Regular	0.00	320.00	60954
00459	WESCO	02/01/2024	Regular	0.00	911.40	60955
01111	CASCO INDUSTRIES INC	02/09/2024	Regular	0.00	3,453.43	60958
00101	CHRISTOPHER DAVIS	02/09/2024	Regular	0.00	600.00	60959
00092	COX COMMUNICATIONS	02/09/2024	Regular	0.00	3,395.62	60960
00092	COX COMMUNICATIONS	02/09/2024	Regular	0.00	104.41	60961
10629	DANIEL BAIRD	02/09/2024	Regular	0.00	100.00	60962
00168	DON HATTAN CHEVROLET, INC.	02/09/2024	Regular	0.00	2,240.35	60963
01092	ENVIRONMENTAL COMPLIANCE SOLUTIONS	02/09/2024	Regular	0.00	1,150.00	60964
00461	EVERGY	02/09/2024	Regular	0.00	7,259.99	60965
00134	FAMILY MEDCENTERS PA	02/09/2024	Regular	0.00	18.00	60966
00145	FOUR STATE MAINTENANCE SUPPLY INC	02/09/2024	Regular	0.00	218.34	60967
10453	FREDERICK A BOLTON	02/09/2024	Regular	0.00	179.00	60968
00152	GARNETT AUTO SUPPLY, INC.	02/09/2024	Regular	0.00	19.20	60969
00160	GRAINGER, W.W. INC.	02/09/2024	Regular	0.00	241.20	60970
00254	JAMES LARRY LINN, ATTY AT LAW	02/09/2024	Regular	0.00	2,000.00	60971
09833	JCI INDUSTRIES, INC	02/09/2024	Regular	0.00	12,496.30	60972
10391	JOY KAY WILLIAMS	02/09/2024	Regular	0.00	2,000.00	60973
10465	JUMPSTART	02/09/2024	Regular	0.00	1,232.42	60974
00205	KANSAS DEPT OF AGRICULTURE	02/09/2024	Regular	0.00	85.00	60975

Check Report

Date Range: 02/01/2024 - 02/29/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00209	KANSAS GAS SERVICE	02/09/2024	Regular	0.00	3,709.12	60976
00217	KANSAS ONE-CALL SYSTEM, INC.	02/09/2024	Regular	0.00	82.80	60977
00233	KANSASLAND TIRE CO. INC.	02/09/2024	Regular	0.00	1,272.00	60978
00140	KENNETH FLEMING	02/09/2024	Regular	0.00	104.00	60979
00241	KONICA MINOLTA BUSINESS INC	02/09/2024	Regular	0.00	23.00	60980
10552	KONICA MINOLTA BUSINESS SOLUTIONS	02/09/2024	Regular	0.00	523.82	60981
00243	KROGER-DILLONS CUSTOMER CHARGE	02/09/2024	Regular	0.00	282.21	60982
10314	KU EDWARDS CAMPUS	02/09/2024	Regular	0.00	50.00	60983
00252	LIFE-ASSIST, INC.	02/09/2024	Regular	0.00	3,123.02	60984
00388	MARC D SIMON	02/09/2024	Regular	0.00	750.00	60985
00282	MULVANE CHAMBER OF COMMERCE	02/09/2024	Regular	0.00	180.00	60986
00283	MULVANE COOPERATIVE UNION	02/09/2024	Regular	0.00	2,747.13	60987
10091	MULVANE REC CENTER	02/09/2024	Regular	0.00	525.00	60988
00302	NATIONAL SIGN COMPANY, INC	02/09/2024	Regular	0.00	2,461.13	60989
10327	PLP-CTI HOLDINGS, LLC	02/09/2024	Regular	0.00	246.27	60990
10461	QUADIENT FINANCE USA, INC.	02/09/2024	Regular	0.00	300.00	60991
00340	QUILL CORPORATION	02/09/2024	Regular	0.00	599.01	60992
00112	RK BLACK INC	02/09/2024	Regular	0.00	55.96	60993
00104	RODNEY L SCHUMOCK	02/09/2024	Regular	0.00	315.00	60994
00361	RUSTY ECK FORD INC	02/09/2024	Regular	0.00	97.87	60995
00401	STANION WHOLESALE ELECTRIC CO INC OF	02/09/2024	Regular	0.00	1,790.25	60996
00411	TELEFLEX INC./ARROW	02/09/2024	Regular	0.00	379.50	60997
00443	VERIZON WIRELESS	02/09/2024	Regular	0.00	80.02	60998
10183	WASTE MANAGEMENT	02/09/2024	Regular	0.00	1,168.06	60999
00462	WESTFALL ELECTRIC INC.	02/09/2024	Regular	0.00	1,000.00	61000
00094	WICHITA WATER CONDITIONING, INC.	02/09/2024	Regular	0.00	186.61	61001
00479	YOUNG & ASSOCIATES, P. A.	02/09/2024	Regular	0.00	485.00	61002
01111	CASCO INDUSTRIES INC	02/15/2024	Regular	0.00	138.00	61010
09884	CITY OF WELLINGTON	02/15/2024	Regular	0.00	25.73	61011
00168	DON HATTAN CHEVROLET, INC.	02/15/2024	Regular	0.00	663.60	61012
10343	ENVIRO-LINE CO. INC	02/15/2024	Regular	0.00	7,872.00	61013
10348	FLEXIBLE BENEFIT SERVICE CORPORATION	02/15/2024	Regular	0.00	635.00	61014
09841	FLOYD MICHAEL TYSON	02/15/2024	Regular	0.00	216.50	61015
00149	GALAXIE BUSINESS EQUIPMENT, INC.	02/15/2024	Regular	0.00	418.73	61016
00150	GALL'S INC.	02/15/2024	Regular	0.00	411.90	61017
00160	GRAINGER, W.W. INC.	02/15/2024	Regular	0.00	18.38	61018
10567	KS ASSOC CHIEFS OF POLICE	02/15/2024	Regular	0.00	2,000.00	61019
00247	LABORATORY CORP OF AMERICA HOLDINGS	02/15/2024	Regular	0.00	65.25	61020
00257	LOWES BUSINESS ACCOUNT	02/15/2024	Regular	0.00	30.96	61021
01219	MERIDIAN ANALYTICAL LABS LLC	02/15/2024	Regular	0.00	267.00	61022
00357	MICHAEL J. ROBINSON	02/15/2024	Regular	0.00	273.35	61023
00357	MICHAEL J. ROBINSON	02/15/2024	Regular	0.00	474.40	61024
01163	MOTOROLA SOLUTIONS, INC.	02/15/2024	Regular	0.00	5,980.39	61025
00283	MULVANE COOPERATIVE UNION	02/15/2024	Regular	0.00	23,986.42	61026
10108	MULVANE MARAUDERS	02/15/2024	Regular	0.00	2,000.00	61027
10185	NATIONAL SCREENING BUREAU	02/15/2024	Regular	0.00	102.00	61028
00306	NOTARY PUBLIC UNDERWRITERS	02/15/2024	Regular	0.00	96.90	61029
00307	O'REILLY AUTO ENTERPRISES LLC	02/15/2024	Regular	0.00	1,416.02	61030
	**Void**	02/15/2024	Regular	0.00	0.00	61031
	**Void**	02/15/2024	Regular	0.00	0.00	61032
	**Void**	02/15/2024	Regular	0.00	0.00	61033
09985	PETER A. MACKINNEY	02/15/2024	Regular	0.00	3,180.00	61034
00323	PETTY CASH-CITY OF MULVANE	02/15/2024	Regular	0.00	2,755.22	61035
00458	PHILIP L. WEISER	02/15/2024	Regular	0.00	300.00	61036
00340	QUILL CORPORATION	02/15/2024	Regular	0.00	3,205.95	61037
00372	SAMS CLUB	02/15/2024	Regular	0.00	315.89	61038
00379	SEDGWICK CO DIVISION OF FINANC	02/15/2024	Regular	0.00	3,725.86	61039
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	02/15/2024	Regular	0.00	2,218.81	61040
00407	SUMNER CO. SHERIFF	02/15/2024	Regular	0.00	1,980.00	61041
00443	VERIZON WIRELESS	02/15/2024	Regular	0.00	561.60	61042
10466	WESTLAKE HARDWARE INC	02/15/2024	Regular	0.00	31.74	61043

Check Report

Date Range: 02/01/2024 - 02/29/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10598	WORTH HYDROCHEM OF OKLA., INC	02/15/2024	Regular	0.00	2,538.40	61044
00479	YOUNG & ASSOCIATES, P. A.	02/15/2024	Regular	0.00	29,128.75	61045
00482	ZOLL MEDICAL CORP.	02/15/2024	Regular	0.00	1,569.48	61046
00012	AIRGAS USA, INC.	02/22/2024	Regular	0.00	483.36	61048
10494	BTAC HOLDING CORP	02/22/2024	Regular	0.00	2,777.03	61049
10499	CENTER POINT, INC.	02/22/2024	Regular	0.00	142.62	61050
00170	CORE & MAIN	02/22/2024	Regular	0.00	3,060.40	61051
10223	CRH COFFEE INC	02/22/2024	Regular	0.00	224.30	61052
00103	DE LAGE LANDEN INC	02/22/2024	Regular	0.00	77.44	61053
10057	DONDLINGER & SONS CONSTRUCTION CO., INC.	02/22/2024	Regular	0.00	34,850.00	61054
10525	DONOVAN AUTO & TRUCK CENTER	02/22/2024	Regular	0.00	5,764.22	61055
01078	EMC INSURANCE COMPANIES	02/22/2024	Regular	0.00	364.00	61056
10343	ENVIRO-LINE CO. INC	02/22/2024	Regular	0.00	143.73	61057
00150	GALL'S INC.	02/22/2024	Regular	0.00	13.95	61058
00160	GRAINGER, W.W. INC.	02/22/2024	Regular	0.00	350.95	61059
10068	HECTOR SAMUEL RIVERA	02/22/2024	Regular	0.00	75.00	61060
00255	INDUSTRIAL UNIFORM COMPANY LLC	02/22/2024	Regular	0.00	24.25	61061
01164	JOJACS LANDSCAPING & MOWING INC	02/22/2024	Regular	0.00	2,385.96	61062
00220	KANSAS POWER POOL	02/22/2024	Regular	0.00	294,868.74	61063
00140	KENNETH FLEMING	02/22/2024	Regular	0.00	104.00	61064
10326	Konica Minolta Premier Finance	02/22/2024	Regular	0.00	139.30	61065
01219	MERIDIAN ANALYTICAL LABS LLC	02/22/2024	Regular	0.00	1,024.00	61066
10500	MIDWEST TAPE, LLC.	02/22/2024	Regular	0.00	265.13	61067
00310	OMNI SERVICES GROUP LLC	02/22/2024	Regular	0.00	1,838.62	61068
00458	PHILIP L. WEISER	02/22/2024	Regular	0.00	150.00	61069
00340	QUILL CORPORATION	02/22/2024	Regular	0.00	462.98	61070
10306	RUUD CONCRETE LLC	02/22/2024	Regular	0.00	630.50	61071
00379	SEDGWICK CO DIVISION OF FINANC	02/22/2024	Regular	0.00	531.00	61072
00467	SIJHOLDINGS, LLC	02/22/2024	Regular	0.00	1,145.34	61073
00401	STANION WHOLESALE ELECTRIC CO INC OF	02/22/2024	Regular	0.00	648.19	61074
10366	UNDERGROUND VAULTS & STORAGE, INC	02/22/2024	Regular	0.00	39.45	61075
00446	VIA CHRISTI HOME MEDICAL LLC	02/22/2024	Regular	0.00	360.00	61076
00481	ZEP MFG. CO.	02/22/2024	Regular	0.00	1,053.89	61077
00447	CAPITAL ONE	02/29/2024	Regular	0.00	37.67	61094
10048	CENTRAL PLAINS STEEL CO.	02/29/2024	Regular	0.00	1,003.90	61095
10626	CILLESSEN & SONS, INC.	02/29/2024	Regular	0.00	920.00	61096
00170	CORE & MAIN	02/29/2024	Regular	0.00	358.05	61097
10223	CRH COFFEE INC	02/29/2024	Regular	0.00	75.90	61098
10432	D & B ENTERPRISES, INC.	02/29/2024	Regular	0.00	81.59	61099
00168	DON HATTAN CHEVROLET, INC.	02/29/2024	Regular	0.00	1,117.09	61100
00145	FOUR STATE MAINTENANCE SUPPLY INC	02/29/2024	Regular	0.00	138.42	61101
10560	HAAS INC.	02/29/2024	Regular	0.00	439.78	61102
00165	HALLS SAFETY EQUIPMENT CORP	02/29/2024	Regular	0.00	1,240.80	61103
00255	INDUSTRIAL UNIFORM COMPANY LLC	02/29/2024	Regular	0.00	627.75	61104
00030	JOHN DEERE FINANCIAL	02/29/2024	Regular	0.00	1,180.81	61105
00226	KANSAS STATE TREASURER	02/29/2024	Regular	0.00	1,104.50	61106
00233	KANSASLAND TIRE CO. INC.	02/29/2024	Regular	0.00	384.90	61107
00140	KENNETH FLEMING	02/29/2024	Regular	0.00	198.00	61108
10314	KU EDWARDS CAMPUS	02/29/2024	Regular	0.00	50.00	61109
09913	MABCD	02/29/2024	Regular	0.00	223.05	61110
01219	MERIDIAN ANALYTICAL LABS LLC	02/29/2024	Regular	0.00	160.00	61111
09979	MULVANE COMMUNITY FOUNDATION, INC	02/29/2024	Regular	0.00	25,000.00	61112
00458	PHILIP L. WEISER	02/29/2024	Regular	0.00	450.00	61113
00338	QUALITY BODY SHOP MULVANE, INC	02/29/2024	Regular	0.00	11,773.60	61114
00340	QUILL CORPORATION	02/29/2024	Regular	0.00	564.67	61115
01103	RAINBOW GROUP LLC	02/29/2024	Regular	0.00	334.52	61116
00354	RND UNDERGROUND, INC.	02/29/2024	Regular	0.00	3,480.00	61117
10269	SUPERIOR EMERGENCY RESPONSE VEHICLES LLC	02/29/2024	Regular	0.00	202.50	61118
00369	THE SALINA SUPPLY COMPANY	02/29/2024	Regular	0.00	670.00	61119
00459	WESCO	02/29/2024	Regular	0.00	1,302.00	61120
10466	WESTLAKE HARDWARE INC	02/29/2024	Regular	0.00	30.94	61121

Check Report

Date Range: 02/01/2024 - 02/29/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
09889	WICHITA EXCAVATION LLC	02/29/2024	Regular	0.00	11,500.00	61122
00078	CITY OF AUGUSTA	02/22/2024	Bank Draft	0.00	23,343.74	DFT0003672
00196	INTRUST CARD CENTER	02/22/2024	Bank Draft	0.00	5,971.89	DFT0003673

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	236	174	0.00	874,754.52
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	54	2	0.00	29,315.63
EFT's	0	0	0.00	0.00
	<b>290</b>	<b>179</b>	<b>0.00</b>	<b>904,070.15</b>

Check Report

Date Range: 02/01/2024 - 02/29/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: PYBNK-PAYROLL-POOL</b>						
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	02/02/2024	Regular	0.00	78.46	60916
10066	KAHRS LAW OFFICES, P.A.	02/02/2024	Regular	0.00	192.98	60917
01016	KANSAS PAYMENT CENTER	02/02/2024	Regular	0.00	385.63	60918
10540	PITTENGER LAW GROUP, LLC	02/02/2024	Regular	0.00	192.98	60919
01018	AXA EQUITABLE - EQUI-VEST	02/01/2024	Regular	0.00	4,580.00	60956
00079	CITY OF MULVANE	02/01/2024	Regular	0.00	2,381.16	60957
01012	AFLAC	02/16/2024	Regular	0.00	367.15	61003
01013	AFLAC GROUP INSURANCE	02/16/2024	Regular	0.00	910.47	61004
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	02/16/2024	Regular	0.00	78.46	61005
10066	KAHRS LAW OFFICES, P.A.	02/16/2024	Regular	0.00	193.86	61006
01016	KANSAS PAYMENT CENTER	02/16/2024	Regular	0.00	361.38	61007
01022	LEGAL SHIELD	02/16/2024	Regular	0.00	438.55	61008
10540	PITTENGER LAW GROUP, LLC	02/16/2024	Regular	0.00	193.86	61009
00079	CITY OF MULVANE	02/15/2024	Regular	0.00	2,381.16	61047
01021	KPERS	02/02/2024	Bank Draft	0.00	20,698.83	DFT0003631
01021	KPERS	02/02/2024	Bank Draft	0.00	12,657.98	DFT0003632
01026	IRS	02/02/2024	Bank Draft	0.00	24,983.84	DFT0003633
01026	IRS	02/02/2024	Bank Draft	0.00	18,412.25	DFT0003634
01031	KANSAS DEPT OF REVENUE	02/02/2024	Bank Draft	0.00	8,945.00	DFT0003635
01026	IRS	02/02/2024	Bank Draft	0.00	5,842.92	DFT0003636
01021	KPERS	02/16/2024	Bank Draft	0.00	608.81	DFT0003663
01021	KPERS	02/16/2024	Bank Draft	0.00	20,789.46	DFT0003664
01021	KPERS	02/16/2024	Bank Draft	0.00	11,655.41	DFT0003665
01026	IRS	02/16/2024	Bank Draft	0.00	24,409.54	DFT0003667
01026	IRS	02/16/2024	Bank Draft	0.00	17,580.38	DFT0003668
01031	KANSAS DEPT OF REVENUE	02/16/2024	Bank Draft	0.00	8,622.85	DFT0003669
01026	IRS	02/16/2024	Bank Draft	0.00	5,708.66	DFT0003670
00408	SURENCY LIFE & HEALTH	02/01/2024	Bank Draft	0.00	635.86	DFT0003671

Bank Code PYBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	19	14	0.00	12,736.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	14	14	0.00	181,551.79
EFT's	0	0	0.00	0.00
	<b>33</b>	<b>28</b>	<b>0.00</b>	<b>194,287.89</b>



### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	255	188	0.00	887,490.62
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	68	16	0.00	210,867.42
EFT's	0	0	0.00	0.00
	<b>323</b>	<b>207</b>	<b>0.00</b>	<b>1,098,358.04</b>

### Fund Summary

Fund	Name	Period	Amount
999	Pool Cash Fund	2/2024	1,098,358.04
			<b>1,098,358.04</b>

Approved

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Date

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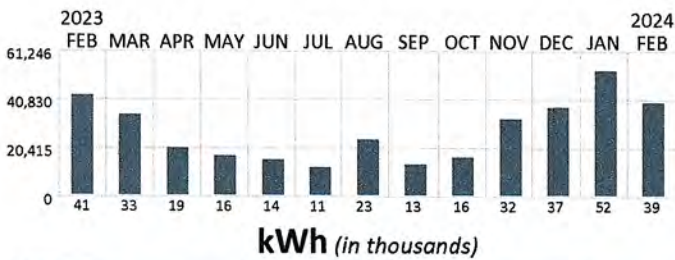
Account #	Due Date	Amount Due
<b>3166836329</b>	<b>March 15, 2024</b>	<b>\$10,282.63</b>

Service location: **110 N OLIVER**  
**Mulvane, KS 67110**  
 Billing period: **01/29/2024 - 02/27/2024**  
 Billing days: **29**

**SUMMARY**

Previous balance	\$7,259.99
Payments - Thank you	<u>-7,259.99</u>
Balance forward	0.00
Current charges	<u>10,282.63</u>
<b>Total due by March 15, 2024</b>	<b>\$10,282.63</b>

**13 MONTH USAGE**



	Current Month	Last Month	Last Year
Days	29	32	29
kWh	39,181	52,497	41,903
kWh per day	1,351	1,641	1,445
Demand kW	374	218	200

**ELECTRICAL OUTAGES**

**800-544-4857 (800-LIGHT-KS)**

**CUSTOMER SERVICE**

Go to **www.Evergy.com** to:

- Make a payment
- Report an outage
- Start, stop or move your service

**800-826-0026**

**PO Box 889 Topeka, KS 66601-0889**

Servicio al cliente **800-383-1183** Sistema automático y representantes en español están disponibles para ayudarle

**It's tree planting season.**

A tree is an asset you'll enjoy for years to come, but some are better than others for planting near power lines.

Learn more at [evergy.com/trees](http://evergy.com/trees).

RECEIVED

MAR 05 2024

BY: *[Signature]*  
 CITY OF MULVANE

Please pay at [www.Evergy.com](http://www.Evergy.com) or return the portion below with your payment. Thank you.

Customer Name : **CITY OF MULVANE**  
 Account Number : **3166836329**  
 Billing Date : **02/28/2024**

Due upon receipt : **\$10,282.63**  
 Payments must be received by : **March 15, 2024**  
 Please pay \$10,488.28 if paid after March 15, 2024

CHECK HERE to indicate address or phone changes on back of stub

Amount Enclosed : \$ \_\_\_\_\_

AB 01 014923 64831 H 38 A



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



EVERGY  
 PO BOX 219089  
 KANSAS CITY, MO 64121-9089

0003166836329001028263002056503152401

58

114923 1/1

1.6

014923 1/1

Account #: **3166836329**

Meter #: **40810376**

Rate code: **WSMGS**

**Medium General Service**

Evergy Kansas Central service area

**CURRENT CHARGES**

Customer Charge	\$131.77
Energy use	479.18
Demand	6,727.11
Fuel used in power generation	897.32
Property tax surcharge	56.73
Transmission	1,983.15
Energy efficiency	7.37
<b>Total current charges</b>	<b>\$10,282.63</b>
Average cost per day	\$354.57

**BILLING FACTORS**

Present meter read	7,917
Previous meter read	7,590
Billing multiplier	120
Energy use kWh	39,180.6800
Actual demand kW	374.3520
Power factor %	97.7433
Adjusted demand kW	374.3520
Summer peak kW	281.1360
50% of summer peak kW	140.5680
Peak demand month	August 2023
Tariff minimum demand kW	200
Billing demand kW	374.3520
Cost of fuel per kWh	\$0.022902



Definition of terms available at [www.Evergy.com/BillDefinitions](http://www.Evergy.com/BillDefinitions)

**Contact Information Change Form**

Account Number : 3166836329

Your current telephone listing on file simplifies outage and emergency reporting.

(316) 777-1551                      Change to : (    )                      —                      \_\_\_\_\_

Mailing Address changes only. For service address changes call toll-free 1-800-826-0026.

Mailing Address Line 1 : \_\_\_\_\_

Mailing Address Line 2 : \_\_\_\_\_

City : \_\_\_\_\_ State : \_\_\_\_\_ ZIP : \_\_\_\_\_

E-mail Address (optional) : \_\_\_\_\_

Please print changes in blue or black ink and don't forget to mark the box on the front.