

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Wednesday September 4, 2024

Call Regular Meeting to Order	Page
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated August 19, 2024	2-9
Correspondence	
Public Comments (State Name and Address – 5 minutes)	
Appointments, Awards and Citations	
1. Employee of the Month – Branden Bohannon	10-13
OLD BUSINESS:	
NEW BUSINESS:	
1. Resolution Adopting Records Retention and Disposition Policy – Debbie Parker	14-63
2. Volunteer Fire Assistance Grant – Gordon Fell	64-67
3. Municipal Advisors Agreement with Raymond James & Associates – J. T. Klaus	68-79
4. Authorizing Resolution for Temporary Note and Bond Sale – J. T. Klaus	80-86
ENGINEER:	
1. Construction Agreement and Notice to Proceed Wildcat Construction - W. Main Street Drainage Project	87-120
2. Project Review and Update	121
CITY STAFF:	
City Clerk	
City Administrator	
City Attorney	
CONSENT AGENDA:	122-123
1. Payroll Dated 8/30/24 - \$249,203.63	
2. City Utility Bills for July - \$22,978.77	
3. Purchase of Caustic Soda from Brenntag for WWTP - \$12,850.00	
ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:	
Next City Council Meeting – Monday, September 16, 2024 – 6:00 p.m.	
ADJOURNMENT:	

**MULVANE CITY COUNCIL
REGULAR MEETING MINUTES**

August 19, 2024

6:00 p.m.

The Mulvane City Council convened at the City Building at 211 N. Second at 6:00 p.m. Presiding was Mayor Brent Allen, who called the meeting to order.

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

OTHERS PRESENT: Austin St. John, Debra Parker, J. T. Klaus, Chris Young, Joel Pile, Mike Robinson, Gordon Fell.

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

APPROVAL OF REGULAR MEETING MINUTES:

MOTION by Gerber, second by Huntley to approve the Regular meeting minutes dated August 5, 2024.

MOTION approved unanimously.

CORRESPONDENCE: None

PUBLIC COMMENTS: None

APPOINTMENTS, AWARDS AND CITATIONS: None

OLD BUSINESS

1. Naming Park Located in Country Walk:

At the 8/5/24 City Council meeting, Kevin Cardwell and Steve Nichols with the Marauders Car Club, presented a request to name the park located in north Country Walk - "Marauders Park". The Car Club has made considerable contributions to the community. It was the consensus of the council to table this item to allow time to consider ideas for a name.

Per the City policy, to name an existing park previously known only by a generic name, a written proposal shall be submitted to the City Administrator outlining the reasons for the suggested name. An engraved stone for the park will be provided by the Marauders after a name has been determined. After much discussion, it was decided to name the park "Marauders Park" and include a picture of the car club's logo and the words "Car Club" with the date established below the logo.

MOTION by Huntley, second by Gerber that the park located on E. 103rd Street So. in north Country Walk be named Marauders Park and to include the car emblem on the stone with the words "Car Club" at the bottom with the date established.

MOTION approved unanimously.

2. Ordinance Amending Time for Utility Reconnects:

On 8-5-24 the City Council approved new City Hall office hours to begin effective September 2, 2024. The council asked City Attorney, J.T. Klaus, if this change would affect anything in our current City Code. After review, it was determined that this could affect the reconnection of utilities due to cutoffs for non-payment on the 20th of the month. There was a motion by council to instruct the City Attorney to review and draft an ordinance to align with city services for utility reconnection.

City Attorney, J.T. Klaus, reviewed the changes with the council. If the 20th (“Disconnect Date”) is not a business day, or if it is a Friday or other day on which City Hall closes before 5:00 p.m. disconnection will occur the next business day. There was discussion regarding the after-hours reconnection. The hours were aligned to the Utility Department for reconnection of service. The ordinance was presented with the time of 8:00 a.m. to 3:00 p.m. It was the consensus of the council to change the time to 8:00 a.m. to 2:45 p.m. to allow enough time for the Utility Department to reconnect service before the end of their working day, which is 3:00 p.m.

Payments received after the close of City Hall on any business day shall be deemed to require after-hours reconnection unless such customer specifically requests reconnection to occur between 8:00 a.m. and 2:45 p.m. on the next regular business day. The time of the Utility Same Date Service charge will also be changed to read 8:00 a.m. to 2:45 p.m. It was noted that the after-hours reconnection fee is \$75.00.

MOTION by Huntley, second by Leeds to approve Ordinance No. 1585 amending and restating portions of the City Code for the purpose of amending procedures and fees for discontinuation of utility service with the understanding that the Utility Same Date Service would be changed to 2:45 p.m.

MOTION approved unanimously.

ORDINANCE NO. 1585

AN ORDINANCE AMENDING AND RESTATING TITLE VII, CHAPTER 700, ARTICLE II, SECTION 700.220 AND AMENDING AND RESTATING PORTIONS OF TITLE I, CHAPTER 100, ARTICLE VII ENTITLED MISCELLANEOUS FEES AND CHARGES, SECTION 100.240, ALL OF THE MUNICIPAL CODE OF THE CITY OF MULVANE, KANSAS FOR THE PURPOSE OF AMENDING PROCEDURES AND FEES FOR DISCONTINUATION OF UTILITY SERVICE.

NEW BUSINESS

1. Audit Engagement Letter from FORVIS for 2023 Audit Services:

City Clerk, Debra Parker, reviewed this item with the council. As per City Council instructions, every four years city staff develops a Scope of Service and Request for Proposal to perform the annual city audit. In May 2022, the RFP was sent to eight (8) CPA firms. One firm submitted a proposal. (FORVIS, LLP)

The proposal requested bids for four years. FORVIS, LLP submitted the following bid:

2022 Audit	\$37,750
2023 Audit	\$40,395
2024 Audit	7% increase (Approx. \$43,220)
2025 Audit	7% increase (Approx. \$46,250)

At the 8/1/22 City Council meeting the council accepted the proposal from FORVIS, LLP to provide annual city audit services through 2025. In accordance with the bid submitted by FORVIS, the fee for the City’s 2023 annual audit is \$40,395.00. Funds are available in the Budget and Audit Services line item in Administration, Electric, Water, and Wastewater annual budgets. In order to comply with the cash basis and budget laws of the State of Kansas, annual engagement letters must be signed for these audit services.

MOTION by Leeds, second by Leach to approve the engagement letter from FORVIS Mazars, LLP for the 2023 annual City audit in the amount of \$40,395.00.
MOTION approved unanimously.

2. Voting Delegates for LKM Annual Conference Business Meeting:

City Clerk, Debra Parker, reviewed this item with the council. The 2024 League Annual Conference will be October 10-12, 2024, in Wichita, Kansas. The Annual Business Meeting & Convention of Voting Delegates will be on Saturday, October 12, 2024.

The League is now collecting registrations for Voting Delegates and Alternates. K.S.A. Supp. 12-1610f provides that “The governing body of each member city may elect city delegates from among the city’s officers to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities.” A voting delegate or alternate shall qualify by having his or her name, city, title, and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified.”

The League must have a form on file for each voting delegate and each alternate for their vote to count during the business meeting. Registration is to be completed online by Friday, September 20, 2024, at 5:00 p.m. Designating the voting delegates and alternates must be done by City Council action. The City may have up to two (2) Voting Delegates and two (2) Alternate Delegates.

Councilmember, Kurtis Westfall, requested to be registered for the Conference. The City Clerk will take care of the registration.

MOTION by Leeds, second by Gerber to appoint Austin St. John and Brent Allen as voting delegates at the 2024 League of Kansas Municipalities Annual Conference Business Meeting.
MOTION approved unanimously.

MOTION by Leeds, second by Gerber to appoint Tim Huntley and Kurtis Westfall as alternate voting delegates at the 2024 League of Kansas Municipalities Annual Conference Business Meeting.
MOTION approved unanimously.

3. Adoption of the 2024 STO & UPOC Ordinances:

Public Safety Director, Gordon Fell, reviewed this item with the council. In 2006, the City of Mulvane revised the then, Mulvane Criminal and Traffic Code into the Uniform Public Offense Code (UPOC), and the Standard Traffic Ordinance (STO). This change allowed the City to adopt the “incorporating” ordinances each year for the revised UPOC and STO, without corrupting existing provisions of the Municipal Code of the City, some of which are unique to the City.

The UPOC and STO are updated by the League of Kansas Municipalities each year (with some carve outs unique to Mulvane) and are used to standardize the municipal traffic laws and criminal offense code in cities throughout the State. City Attorney, J.T. Klaus, and Public Safety Director, Gordon Fell, reviewed some of the changes with the council. Changes reviewed in the UPOC included Disorderly Conduct, and Possession of Controlled Substances for individuals seeking medical assistance. Councilmember Leeds wanted to verify that the changes to Disorderly Conduct in the UPOC did not conflict with our Noise Ordinance. Changes reviewed in the STO included an individual’s driver’s license can no longer be suspended for failing to comply with certain traffic citations.

MOTION by Leeds, second by Huntley to adopt and approve Ordinance No. 1586 incorporating by reference the Uniform Public Offense Code for Kansas Cities (40th Edition), as published by the League of Kansas Municipalities in 2024, with the modifications and supplements contained therein and amending the Code to coincide with the 2024 publication.

MOTION approved unanimously.

ORDINANCE NO. 1586

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CITY OF MULVANE, KANSAS; INCORPORATING BY REFERENCE THE UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES (40TH EDITION), AS PUBLISHED BY THE LEAGUE OF KANSAS MUNICIPALITIES FOR 2024, WITH CERTAIN AMENDMENTS; AMENDING TITLE II, CHAPTER 210, ARTICLE I, SECTION 210.013 OF THE CODE OF THE CITY OF MULVANE, KANSAS.

MOTION by Leeds, second by Huntley to adopt and approve Ordinance No. 1587 incorporating by reference the Standard Traffic Ordinance for Kansas Cities (51st Edition), as published by the League of Kansas Municipalities in 2024, with the modifications and supplements contained therein and amending the Code to coincide with the 2024 publication.

MOTION approved unanimously.

ORDINANCE NO. 1587

AN ORDINANCE INCORPORATING BY REFERENCE THE STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES (51ST EDITION), AS PUBLISHED BY THE LEAGUE OF KANSAS MUNICIPALITIES FOR 2024; AMENDING TITLE III, CHAPTER 300 OF THE CODE OF THE CITY OF MULVANE, KANSAS.

4. Ordinance Authorizing Electric Utility System Improvements:

City Attorney, J.T. Klaus, reviewed this item with the council. An ordinance has been prepared authorizing Electric Utility System Improvements. This is to pay for additional costs on the Electrical Substation and to repair and overhaul one of the electric generators. The ordinance further authorizes the issuance of the City's general obligation bonds in the total amount of \$2,870,000 to pay the costs of the Project. The estimated cost of the Project is approximately \$5,325,000 which \$2,000,000 has already been paid for with bonds issued through KPP Energy for a portion of the electric substation, with approximately \$462,940 of which shall be paid from additional bonds allocated to the City by KPP Energy for additional amounts of the electric substation. There will be an amendment to the power purchase contract with KPP Energy to receive the additional \$462,940 to be reviewed by the council at a later date.

MOTION by Leeds, second by Gerber to adopt Ordinance No. 1588, determining it necessary and advisable to make improvements to the Electric Utility System Improvements and potentially finance the costs thereof through general obligation bonds.

MOTION approved unanimously.

ORDINANCE NO. 1588

AN ORDINANCE OF THE CITY OF MULVANE, KANSAS; AUTHORIZING THE CITY TO MAKE ELECTRIC UTILITY IMPROVEMENTS; AUTHORIZING THE CITY TO ISSUE GENERAL OBLIGATION BONDS IN AN AMOUNT OF APPROXIMATELY \$2,870,000 TO PAY THE COSTS OF THE ELECTRIC UTILITY IMPROVEMENTS.

5. Ordinance Authorizing Sanitary Sewer System and Storm Water and Drainage Improvements:

City Attorney, J.T. Klaus, reviewed this item with the council. An ordinance has been prepared determining it necessary and advisable to make improvements to the Sanitary Sewer System and the Storm Water Drainage System. The Ordinance authorizes the issuance of the City's general obligation bonds in a total amount of \$2,055,000 to pay for the costs of the project. The City is planning on using a portion of the revenues from the 1% sales tax to pay the principal and interest on the bonds for the Storm Water and Drainage Improvements which includes the demo of existing Reinforced Concrete Boxes on Prather Street and constructing new ones. The City has determined it necessary to install extensions to the City's sewer system (the "Sewer Project"). The Sanitary Sewer System Improvements will be for the Main "A" Sanitary Sewer Project Phase 3.

MOTION by Leeds, second by Westfall to adopt Ordinance No. 1589, determining it necessary and advisable to make improvements to the Sanitary Sewer System and Storm Water Drainage System and potentially finance the costs thereof through general obligation bonds.

MOTION approved unanimously.

ORDINANCE NO. 1589

AN ORDINANCE OF THE CITY OF MULVANE, KANSAS, AUTHORIZING THE CITY TO MAKE CERTAIN SEWER SYSTEM AND STORM WATER SEWER AND DRAINAGE IMPROVEMENTS; AUTHORIZING THE CITY TO ISSUE GENERAL OBLIGATION BONDS IN AN ESTIMATED PRINCIPAL

AMOUNT OF \$2,055,000 TO PAY A PORTION OF COSTS OF THE IMPROVEMENTS.

ENGINEER

1. West Main Street Drainage Improvements – Bid Review and Notice of Award:

The existing storm sewer inlet located at 219 W. Main Street is showing signs of deterioration and in need of repair. The existing storm sewer inlet provides street drainage for W. Main including the paved area lying west of the Empire Taco Building (219 W. Main). The City would like to replace the inlet and improve drainage.

The final approved design plan will replace the existing inlet with a double-sided inlet allowing storm water to enter the north and south sides of the new inlet. A concrete flume will replace the pavements immediately west of the Empire Taco Building (219 W. Main) and direct water into the new inlet. The project will not begin until after the 2024 Mulvane Old Settlers Festival.

Bids for the project were opened on August 13, 2024. The following is a summary of the three (3) bids received:

Wildcat Construction	\$73,869.00
Dondlinger & Sons Construction Co.	\$142,464.00
APEX Excavating, LLC	\$203,270.00

Staff recommends issuing a “Notice of Award” to Wildcat Construction Co.

MOTION by Huntley, second by Westfall that the City issue a Notice of Award to Wildcat Construction Company, Inc., and authorize the City Administrator to sign.

MOTION approved unanimously.

2. Project Review and Update:

Phase 3 Main “A” Sanitary Sewer – Initiated field surveys needed for evaluating reinforced concrete box (RCB) replacement and received proposals from bridge designers for the replacement.

GIS Mapping – SAM continues to work on GIS updates, including website design.

Phase 1 Harvest Point Addition Infrastructure – The contractor has initiated utility work at Webb Rd. and Sapphire Ln. Approximately 430 LF of sanitary sewer pipe has been installed including the boring and encasement under Webb Rd.

Emerald Valley Estates 2nd Addition – Prepared final water line design plans and technical specifications to initiate KDHE permit review. Completed preliminary sanitary sewer, storm sewer, mass grading and detention pond design plans.

CITY STAFF

City Clerk: None

City Administrator:

1. Location of EV Charging Stations – With the increased number of electric vehicles, there is a need for public charging stations. The City of Mulvane does not have any available charging stations. KPP Energy is offering two free level 2 charging stations with bollards to the City. These stations would be open to the public and free to use. The level 2 charging stations would only add 25 miles an hour to the vehicle's battery. St. John reviewed four (4) possible locations for the charging stations.

1. City Hall Lower Parking Lot
2. Main Street Park
3. Lot South of E. Mulvane Street
4. Lot East of City Hall

Placing the charging stations in or close to the downtown area would have the potential of attracting customers to the downtown area for shopping and dining.

City staff would install the charging stations, and the city would provide and pay for the electricity used.

The council liked the idea of looking to the future and providing a Level 3 charging station when grant funding is available. Currently Level 3 charging stations are located along a main corridor, and the cost of the stations and transformer could be approximately \$200,000 to \$300,000.

MOTION by Huntley, second by Westfall to approve installation of two level 2 charging stations in the lower parking lot of City Hall.

MOTION approved unanimously.

City staff will stripe the parking lot and provide signage for "EV Parking Only" for the charging stations. The location of the stations can be provided on maps.

2. Finance Report of July – Reviewed the financial report with the council.

3. Sedgwick County Property Tax Meeting – Attended a meeting with the Sedgwick County Commissioners regarding the use of a sales tax to offset property taxes. Sedgwick County would like the support of all cities within the county.

Mayor Allen wanted to make sure that the Utility Fund would be paid back the money that was "borrowed" for the 2025 budget once the Casino tax issue was resolved. City Administrator, Austin St. John, advised that once the PMIB Loans are paid, the City would pay back the Utility Fund. City Attorney, J.T. Klaus, advised we may need to check with our Auditor to see if we need a document in our audit to reflect that we have borrowed money from an Enterprise Fund for general operations that the City is obligated to pay back in the future.

City Attorney:

1. Reminded everyone that school is back in session and to observe the 20-mph school zone.

2. Executive Session - City Attorney, J.T. Klaus, requested an Executive Session for the purpose of discussing matters pertaining to the acquisition of land for a period of fifteen (15) minutes.

MOTION by Huntley, second by Leach to recess this meeting to an Executive Session to discuss matters pertaining to the acquisition of real property pursuant to K.S.A. 75-4319(b)(6) for the purpose of discussing acquisition of land for a period not to exceed fifteen (15) minutes to include the Mayor, City Council, City Administrator, and the City Attorney and to reconvene in open session at approximately 7:33 p.m.

MOTION approved unanimously at 7:18 p.m.

MOTION by Leeds, second by Gerber to reconvene the regular meeting of the City Council.

MOTION approved unanimously at 7:38 p.m.

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

CONSENT AGENDA ITEMS:

MOTION by Gerber, second by Leeds to approve consent agenda items 1-4.

1. Payroll Dated 8/16/24 - \$259,702.72

2. Warrant Register for July - \$919,912.79

3. Pay Application #1 – McCullough Excavation – Harvest Point Phase 1 - \$117,090.00

4. Invoice to Replace A/C Compressor at Library – MJB Heating & Cooling - \$11,255.00

MOTION approved unanimously.

ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:

No Council Workshop for August.

Next City Council Meeting – Wednesday, September 4, 2024 – 6:00 p.m.

ADJOURNMENT:

MOTION by Leeds, second by Gerber to adjourn the regular meeting of the Mulvane City Council.

MOTION approved unanimously at 7:40 p.m.

Minutes by:
Debra M. Parker, City Clerk

EMPLOYEE OF THE MONTH

TO: Brent Allen, Mayor
FROM: Gordon B. Fell, Director of Public Safety
Date: August 28, 2024
RE: Employee of the Month

I would like to bring to your attention the commendable actions of Officer Branden Bohannon, as reported by Captain Flint McPeak. Officer Bohannon's professionalism and compassion were notably displayed while assisting a citizen, as documented in a letter from Ms. Sharon Keagy of Derby, Kansas, regarding an incident on August 15, 2024.

The actions described by Ms. Keagy highlight just one of the many ways Officer Bohannon positively impacts our community. It is all too common for motorists in similar situations to be overlooked. Officer Bohannon's conduct not only reflects the high standards of the Mulvane Police Department but also represents the City of Mulvane with pride and integrity.

It is truly an honor to have Officer Bohannon as a member of our team at the Mulvane Police Department.

Gordon B. Fell
Director of Public Safety
Mulvane, Kansas



"PROFESSIONAL SERVICE WITH HONOR"

To: Chief Fell

From: Capt. McPeak

Date: August 27, 2024

Re: SRO Branden Bohannon – Employee of the Month

On August 27, 2024, I received the attached letter from Sharon Keagy describing a situation that SRO Bohannon helped her with. The letter commends his actions and effort which resulted in a very positive interaction.

SRO Bohannon displayed care and concern as well as true professionalism and character. All traits that we encourage all officers to hold.

I would like to recommend SRO Bohannon for Employee of the Month.

Respectfully submitted,

Captain Flint McPeak

Date: August 22, 2024

To: Capt. Flint McPeak
Mulvane Police Department
410 E. Main
Mulvane, KS 67110

From: Sharon Keagy
513 S. Partridge Lane
Derby, KS 67037

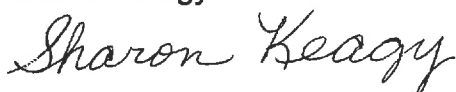
Re: SRO Branden Bohannon

Dear Capt. McPeak,

I would like to express my gratitude to SRO Bohannon and acknowledge how much he helped me through a troubling incident on Thursday, August 15, with my car on Rock Rd. My car stalled at a traffic light. My car was stuck in the right lane with a lot of traffic around me. There was no A/C, and it was near 100 degrees. I am 77 years old and having SRO Bohannon promptly pull up behind me with flashing lights and walk up to my window and calmly ask about my problem gave me comfort. To get me out of the upcoming school traffic, he pushed my car around onto 103rd St. S. for safety. That must have been very hot for him. He used the boost start but it didn't work. I told him I hadn't been able to get hold of my husband, but I could wait in the shade of the ditch with my water. He said he would like to see I got home safely. So, he graciously drove me home and watched as I got safely into my house. I am a retired school principal, and my staff and I appreciated our SRO officer. They do more than most people know. SRO Bohannon went beyond that for me. I will remember his kindness, respect, and professionalism. My thanks to the Mulvane Police Department and all that you do for the community.

With much appreciation,

Sharon Keagy



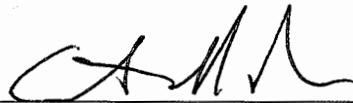
Employee of the Month

Branden Bohannon
August 2024

Thank You for your dedicated service to
The City of Mulvane



Brent Allen, Mayor



Austin St. John, City Administrator

City Council Meeting
September 4, 2024

TO: Mayor and Council

FR: City Clerk – Debbie Parker

RE: Records Retention and Disposition Policy

ACTION: Approve Resolution adopting Records Retention and Disposition Policy

Background:

A Records Retention and Disposition Policy is used by many cities to determine how long specific records should be kept. The City of Mulvane has generally followed the Kansas Historical Society recommendations for records retention. Having our own retention policy offers guidance to the City staff with the proper timeframe for the retention and disposition of records pertaining to City business. Keeping records forever is neither cost effective nor prudent. Discarding records that should be kept poses a wide range of potential tax and legal problems. Keeping reports too long wastes precious space and resources.

Analysis:

The proposed Retention and Disposition Policy (the “Policy”) offers guidance to the City staff with the proper timeframe for retention and disposition of records pertaining to City business by:

1. Ensuring records of the City are retained for the proper length of time;
2. Ensuring preservation of records for historical, legal, fiscal, administrative or research purposes;
3. Ensuring records of the City which are no longer needed for City business or other purposes are destroyed properly; and
4. Ensuring records of the City, whether in physical or digital format, are stored properly.

Legal Considerations:

The Policy has been reviewed by the City Attorney.

Financial Considerations:

None

Recommendation:

Motion to approve Resolution No. 2024-7 adopting the Records Retention and Disposition Policy for the City of Mulvane, Kansas.

RESOLUTION NO. 2024-7

A RESOLUTION ADOPTING THE RECORDS RETENTION AND DISPOSITION POLICY FOR THE CITY OF MULVANE, KANSAS.

WHEREAS, the Kansas Government Records Preservation Act, K.S.A. 45-401 *et seq.*, and K.S.A. 12-120 (the “Acts”), and other state and federal requirements regulate the record retention and disposition of the City of Mulvane, Kansas (the “City”);

WHEREAS, the City desires to comply with the Acts and, in accordance with best practices, to establish a policy to for retention, protection, and disposal of many documents not covered by the Acts.

NOW, THEREFORE, be it resolved by the governing body of the City of Mulvane, Kansas that the City hereby adopts Exhibit A hereto as the “City of Mulvane, Kansas Records Retention and Disposition Policy.”

PASSED, ADOPTED AND APPROVED by the governing body of the City of Mulvane, Kansas, this 4th day of September, 2024.

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

EXHIBIT A

CITY OF MULVANE, KANSAS ADMINISTRATION
RECORDS RETENTION AND DISPOSITION POLICY

CITY OF MULVANE, KANSAS
RECORDS RETENTION AND DISPOSITION
POLICY



Purpose:

This City of Mulvane, Kansas Records Retention and Disposition Policy (the “Policy”) offers guidance to the City staff with the proper timeframe for the retention and disposition of records pertaining to City business by:

1. Ensuring records of the City are retained for the proper length of time for public access and internal use;
2. Ensuring preservation of records for historical, legal, fiscal, administrative or research purposes;
3. Ensuring records of the City which are no longer needed for City business or other purposes are destroyed properly; and
4. Ensuring records of the City, whether in physical or digital format, are stored properly.

Policy:

1. The Policy covers all records and documents, regardless of the physical form or characteristics, which have been made or received by the City.
2. Documents should be arranged so appropriate public access to such records is possible.
3. The City’s records officer has the responsibility for overseeing the disposition of agency records, for protecting records with enduring value, and for ensuring that records are not destroyed without authorization.
4. Minimum retention requirements are set by the Policy and the Schedule but are not intended to prevent departments from establishing longer retention periods. Any department may determine that any of its records may be of permanent value to the operation of that department or may be useful for the study of history.
5. Records with administrative, fiscal, legal or historical value should be permanently retained and special care and consideration given to their storage conditions.
6. Records that do not have values that warrant permanent preservation should be destroyed upon reaching their retention period. The description and quantity of records, the manner of destruction, and the inclusive dates covered and the destruction date should be recorded in a document such as the minutes of the City Council.
7. Should any differences in retention periods be found between the Schedule and state or federal law, the applicable law will take precedence over this Policy and the Schedule.
8. Review Frequency: Department heads shall review the department’s retained materials at least once annually and, as time permits, appropriately dispose of materials which have reached their retention period.

9. Procedure: City staff shall retain records to be in compliance with the Schedule. If records are present that do not fall under a category of the Schedule, staff shall determine the proper retention timeframe and destroy the record once it is no longer of assistance.

10. City staff shall retain records to comply with the Kansas Open Records Act:

The Kansas Open Records Act, K.S.A. 45-215 et seq., (“KORA”) declares the public policy of the state is that public records shall be open for inspection by any person unless otherwise provided by KORA. The City desires to comply with KORA, therefore City staff shall adhere to the following procedures to ensure KORA compliance:

A. City shall appoint a Freedom of Information Officer to assist with KORA requests and disputes, and provide information on KORA, including a brochure stating the public's basic rights under KORA (K.S.A. 45-226 and K.S.A. 45-227).

B. City shall adopt standardized procedures for handling all KORA requests, ensuring consistency and compliance with K.S.A. 45-220(a).

C. City shall adhere to the Schedule for all municipal records, categorizing documents based on their administrative, fiscal, legal, and historical value.

D. City shall review records slated for destruction for compliance with legal and regulatory requirements, ensuring that no records subject to litigation, audit, or ongoing requests are destroyed.

E. City shall perform regular audits of the document retention and destruction process shall be conducted to ensure ongoing compliance with KORA and other applicable laws.

Format Of Public Records:

A record may be retained in its “hard copy” or electronic format:

“Hard Copy” Records

Hard copy records can be preserved in on-site storage at City facilities or off-site storage through contracted storage companies. The Schedule indicates which City records must be kept in hard copy format.

Each department/division should evaluate its record inventory and storage needs to determine which hard copy records to store. Each department/division should review its file storage practices in light of available space and resources, including but not limited to (1) routinely reviewing hard copy records to determine whether certain records can be destroyed or converted to electronic formats; (2) eliminating duplicate copies to reduce physical storage needs; (3) creating communal storage locations to prevent retention of duplicate copies; and (4) considering the frequency of access to certain records.

“Electronic Records”

Certain records are created or reproduced in electronic format. If a record can be preserved in its electronic format, the City should retain the record electronically, and avoid additional retention of the record in physical format. Permanent records existing solely in electronic form are in danger of becoming inaccessible through media decay and hardware/ software obsolescence. Periodic migration and transfer of permanent records to Storage Area Networks (SANs) will be considered as a best practice for the City to fulfill its statutory responsibility to maintain permanent records.

Disposing Of Records:

The City must preserve records as required by laws that apply to specific types of records, as well as records “with enduring value.” A record with “enduring value” means any record that merits preservation for historical, legal, fiscal or administrative reasons, or research purposes.

However, keeping records forever is neither cost effective nor prudent. When compliance with applicable law and the City’s minimum retention periods have been met, and it is determined the documents will be destroyed, there are several ways to fulfill this act. If the record is in a paper or other format in physical storage, the items may be shredded and/ or sold for recycling. However, any documents containing confidential information must be shredded under supervision. Items stored via micro-film or through electronic means should be deleted and destroyed in the most efficient manner according to the storage system.

Please note, the Schedule does not preempt sound judgment. If records are needed for legal or audit purposes beyond the recommended retention period, check with the proper department before destroying.

Documents and/or records series which are destroyed should be noted on the destruction certificate.

How To Handle Correspondence:

Official correspondence related to City business may be in paper or electronic formats (ex. email, voicemail, social media posts, and text messaging). A record should only be evaluated as correspondence if it does not meet another specific record category within the Schedule. The Schedule includes two categories of correspondence: routine and substantive.

Routine correspondence is communication that conveys information of temporary business importance or unremarkable communication concerning day-to-day office administration and activities. If the correspondence includes an attachment (ex. policy or contract), then it should be evaluated separately from the correspondence for retention and destruction.

Routine correspondence may be destroyed by any employee after it has served its intended purpose or is no longer of administrative value to the City. Examples may include but are not limited to the following:

- Correspondence that includes information not related to policies or procedures;
- Advertising, list-serv or subscription service e-mails, such as those from professional organizations;
- Spam e-mails;
- Correspondence notifying or responding to an employee leave request, an upcoming meeting, scheduling changes or invitations; or
- General announcements relating to events and day-to-day tasks, operations or projects.

Substantive correspondence is communication that has significant administrative value and pertains to the implementation or modification of the City's administrative operations, rules, or policies and procedures that govern the agency/ department. If the correspondence includes an attachment (ex. policy or contract), then it should be evaluated separately from the correspondence.

Substantive correspondence has a minimum retention period of five years or longer if it has enduring value (value for historical, legal, fiscal, administrative or research purposes) or if it is related to a litigation hold or pending litigation. Examples may include but are not limited to the following:

- Correspondence that is essential to supporting a final decision related to the formulation, implementation or modification of administrative operations, rules, procedures, resolutions, ordinances or other policies;
- Correspondence regarding City policies and procedures;
- Correspondence announcing a new internal policy to City, departmental, or divisional staff; or
- Correspondence relating to a specific violation or enforcement of the law or City ordinance.

Email, Voicemail, Text Messages, Social Media Posts

Emails, voicemail, text messages, and social media posts are simply forms of records, and they do not necessarily fall into a record category automatically. That means the content of these records determines how to handle the record. City staff must look at the text or message of these records and determine if it fits a specific record category, and if not, if it is routine or substantive correspondence.

City Staff Responsibilities:

If a City staff is responsible for the creation or handling of any record, he/she must:

- identify the record within the Schedule;
- identify the department responsible for maintaining that record; and
- coordinate with their department records custodian on how and where to retain the record.

City staff should refer to the Policy and the Schedule and their department's record custodian if they are unsure how to handle a particular record. If a record is not specifically identified within the Schedule, or one believes he/she is the only staff with access to that record, the City staff shall consult with his/her department's record custodian and the City Clerk's Office in order to define and adopt the record within the Schedule before any disposition occurs.

Destruction of Certain Records

Any City staff may destroy the following records, based on their descriptions below, without consulting with their department record custodian:

Certain Electronic Records

Any email, voicemail or text message that meets the required definitions and retention period defined in this policy. The City staff must ensure that the electronic record is kept for the minimum amount of time required by the Schedule, and then may dispose of the record in accordance with the Schedule and this Policy without approval of the department or division record custodian.

Convenience Copies of Public Records

A City staff should only retain convenience copies of records as long as they are useful, and should not file copies with official records. If another department is responsible for maintaining a record, the City staff may choose to hold onto duplicate records for working purposes, but do not need to maintain or store duplicate files. Duplicates, unless specifically listed within the Schedule, can be destroyed when no longer needed, and are not subject to retention periods or destruction authorization.

Responsibilities of Individuals that separate from employment with the City:
Prior to separation of employment, each employee should work with their department or division's record custodian to turn over any public records that are in the employee's possession. An employee should not destroy any record in his/her possession prior to separation except in accordance with the Schedule and this Policy.

Suggested Life Cycle of a Record:

- **Active** - Retain as indicated.
- **Inactive** - Pending litigation, the record may no longer be required, but is being preserved until it meets the end of its retention period. (Such as when a project ends, or the end of a fiscal reporting period is reached. These records may hold business, legal, fiscal, or historical value for the city in the future and, therefore, are required to be maintained for a short or permanent duration).
- **Disposition** - Once the life of a record has been satisfied and there is no legal justification, it can be authorized for final disposition, which may include destruction or permanent preservation.

Retention and Disposition Schedule

AMERICANS WITH DISABILITIES ADMINISTRATION (ADA)

ADA COMPLAINTS/GRIEVANCES

Documentation of complaints and/or grievances filed by employees or other individuals regarding possible violation of ADA requirements.

Active: 3 years after case is closed

Disposition: Destroy

ADA FILES

Documents relating to the ADA investigations of complaints or grievances filed by employees or other individuals regarding possible violation of the ADA requirements.

Active: 3 years after case is closed

Disposition: Destroy

ADA STANDARD OFFICE PROCEDURES (SOP)

Standard Office Procedures handbook including: Complaint forms, ADA Resource Guide, Customer Request for Program Materials Alternative Formats or Auxiliary Aids Forms and Emergency Evacuation procedures.

Active: Retain until updated

Disposition: Destroy

ADMINISTRATIVE FILES

Standard Office Procedures manuals, correspondence, annual reports, etc., relating to the policies and activities of the ADA Program.

Active: Retain until no longer useful

Disposition: Destroy

AGENCY SELF-EVALUATION & TRANSITION PLANS

Correspondence, status reports, ADA Barrier Reports, training material, self-evaluations, etc., submitted by State agencies to the ADA Coordinator documenting access barriers and demonstrating agency accomplishments, progress, and compliance with ADA requirements.

Active: 10 years

Disposition: Permanent

WEB ACCESSIBILITY SUBCOMMITTEE FILES

Documents relating to the on-going State Agency-wide Subcommittee created to ensure web accessibility compliance with ADA requirements.

Active: 3 years

Disposition: Destroy

CASH MANAGEMENT/CITY TREASURER

BANKING RECORDS

Includes bank statements, bank reconciliation, deposit books, slips, and cancelled checks in any format.

Active: 5 years
Disposition: Destroy

CERTIFICATES OF DEPOSIT

Active: Until maturity
Disposition: Return to Bank

DAILY FEES ACCOUNTING REPORT

Contains payee name, permit/license number and type (if applicable), amount paid and copies of deposit receipts.

Active: 5 years
Disposition: Destroy

INVESTMENT RECORDS – DAILY

Daily accounting of transactions.

Active: 5 years
Disposition: Destroy

INVESTMENT RECORDS – GENERAL

Includes weekly reports generated by City Treasurer, transaction confirmations, monthly reports generated by brokers and maturity confirmations.

Active: 5 years
Disposition: Destroy

LETTERS OF UNDERSTANDING

Written acknowledgements of broker responsibilities and promises.

Active: 5 years
Disposition: Destroy

RECEIPTS

Includes daily reconciliation report as well as deposit records from all departments. Daily listing of monies received, and accounts credited.

Active: 5 years
Disposition: Destroy

REVENUE ACCOUNT FUND FILES

Keep annual report permanently. Keep all other documents as follows:

Active: 5 years
Disposition: Destroy

TREASURER CHECKS & WIRES

Active: 5 years
Disposition: Destroy

**CENTRAL ACCOUNTING
FINANCE/ACCTS. PAYABLE**

ABSTRACT OF TAXES

Disposition: Permanent

ACCOUNTS PAYABLE CHECK REGISTERS/DOCUMENTS

Includes check registers, direct deposit registers, wire registers, approved reports, invoices and purchase orders.

Active: 5 years

Disposition: Destroy

ACCOUNTS PAYABLE SUPPORTING JOURNALS

Includes Revenue Receipt Journal and Appropriations-Expenditure Journals.

Active: Retain while useful

Disposition: Destroy

ACCOUNTS RECEIVABLE

Includes amounts owed to the City for services provided such as fees, parking, speeding tickets or Code Compliance violations.

Active: 1 year after paid in full

Disposition: Destroy

ACCOUNTS RECEIVABLE FOR CONTRACTORS

Active: 3 years after paid

Disposition: Destroy

ANNUAL BUDGET

Active: 10 years; merge to one central file

Disposition: 1 Copy Permanently

ANNUAL LEVY BY TAX UNIT REPORT

Disposition: Permanent

ANNUAL REPORTS

Activity of division throughout year.

Disposition: Permanent

APPRAISER ANNUAL REVALUATION REPORT

Disposition: Permanent

ASSET RECORDS

Inventory, maintenance records and other related documents for equipment.

Active: Until equipment is sold or superseded

Disposition: Destroy

AUDIT REPORTS

Results of audits conducted by local, state, federal and/or non-governmental auditing agencies.

Active: 3 years; move to storage

Disposition: Permanent

BANKING RECORDS

Includes bank statements, bank reconciliation, deposit books and slips, and cancelled checks in any format.

Active: 7 years

Disposition: Destroy

BOND AND COUPONS

If any, stamped paid or canceled and returned by the fiscal agent, six months, the period beginning at the date of maturity of the bond or coupon.

BOND CHART:

Records municipal bonds and revenue bonds.

Disposition: Permanent

BOND DOCUMENTS

Includes annual financial reports, capital projects, debt service fund reports, bond transcript and all supporting documents.

Active: 1 year after sale of bonds; merge to one central file until repayment complete

Disposition: Permanently – 1 copy

BOND TRANSCRIPTS

Includes General Obligation Bonds, Internal Revenue Bonds, Home Rule Revenue Bonds, etc.

Active: Until all obligations are paid

Inactive: 5 years

Disposition: Retain 1 copy Permanently

BUDGET PREPARATION FILE

Active: Close of subsequent budget process

Disposition: Destroy

CANCELED CHECKS

Active: 7 years

Disposition: Destroy

CERTIFICATE OF DEPOSIT RECORDS

Active: Until certificate of deposit matures – Return to Bank

Inactive: 5 years from close out

Disposition: Destroy

CHECKS AND WARRANTS: UNCLAIMED

Unclaimed checks and warrants, including payroll, vendor, and other checks/warrants.

Active: 5 years from date of issuance

Disposition: Destroy

COMPREHENSIVE ANNUAL FINANCIAL REPORTS

Active: 10 years; merge to one central file
Disposition: Permanently – 1 copy

DAILY FEE ACCOUNTING REPORT

Contains payee name, license number and type (if applicable), amount paid, and copies of deposit receipts.

Active: 5 years
Disposition: Destroy

DAILY FEES CASHIERING BATCHES

Contains receipt reports, deposit slips and other supporting documents.

Active: 5 years
Disposition: Destroy

FEDERAL GRANTS

Active: 5 years
Disposition: Destroy after all grant funds have been expended

FRANCHISE FILE

Includes ambulance, cable TV, telephone, gas, and electricity.

Disposition: Permanent

INVESTMENT RECORDS

Includes monthly reports generated by Investment Manager and transaction confirmations.

Active: 5 years
Disposition: Destroy

JOURNAL ENTRIES

Includes budget adjustment entries.

Active: 5 years
Disposition: Destroy

LETTERS OF UNDERSTANDING

Written acknowledgements of Investment Advisor/Manager responsibilities and promises.

Active: 5 years
Disposition: Destroy

LIQUOR TAX ENTITY REPORTS

Active: 10 years
Disposition: Destroy

PROJECT BUDGETS

Disposition: Permanent

PURCHASING DOCUMENTS

Includes limited purchase orders, purchase orders, direct payment requests, inter-fund transfers and other related documents from all internal and external sources.

Active: 7 years
Disposition: Destroy

RECEIPTS/DEPOSIT SLIPS

Daily listing of monies received, and accounts credited.

Active: 5 years
Disposition: destroy

REVENUE ACCOUNT FUND FILES

Keep annual report permanently. Keep all other documents as follows:

Active: 5 years
Disposition: Destroy

REVENUE BOND PAYMENT SCHEDULE:

Active: Until maturity and all obligations sold
Disposition: Destroy

REVENUE BONDS:

Includes all related documents not specifically listed in this schedule.

Active: Until bonds sold
Disposition: Destroy

SALES TAX DISTRIBUTION REPORTS

Active: 10 years
Disposition: Destroy

SURPLUS PROPERTY LIST

Copies of forms and supporting documents used to remove capital equipment from the office inventory.

Active: 3 fiscal years
Disposition: Destroy

TAX REPORTS

Includes but is not limited to - 1099 forms.

Active: 7 years
Disposition: Destroy

TEMPORARY NOTES REGISTERS

Disposition: Permanent

TRANSIENT GUEST TAX ENTITY REPORTS

Active: 10 years
Disposition: Destroy

USE TAX ENTITY REPORTS

Active: 10 years
Disposition: Destroy

USE TAX DISTRIBUTION REPORTS

Active: 10 years
Disposition: Destroy

WARRANTS OR WARRANT CHECKS

Whether originals or duplicate, that have been paid.

Active: 5 years
Disposition: Destroy

YEAR – END CLOSEOUT REPORT

Active: Retain copy until close of City Audit
Inactive: 5 years
Disposition: Destroy

CITY CLERK

ABSTRACTS

Also see: Engineering

Disposition: Permanent – 1 copy

ANNEXATION CASE FILES

Also see Planning and Zoning

Includes consents, petitions, and other related documents.

Active: Permanent

Disposition: Permanent

ANNUAL BUDGET

Includes operating and annual budgets for City.

Disposition: Permanent

ANNUAL REPORTS – CITY AGENCIES

Disposition: Permanent

ANNUAL REPORTS – OTHER AGENCIES

Inactive: While useful, but not to exceed 5 years

Disposition: Destroy

ASSESSMENTS – CASE FILES – HOUSING, NUISANCE AND WEEDS

Includes public improvement, code enforcement, and other assessments.

(Housing/Nuisance/Weeds/Specials)

Active: Until all accounts paid or written off

Inactive: 5 years

Disposition: Destroy

BOARDS & COMMISSIONS

Correspondence, Applications, Resumes, Nominations Forms and Checklist

Active: While in office

Disposition: Retain 3 years after leaving office, destroy

BOND DOCUMENTS

Includes coupons, transcripts, and other related documents.

Active: Until all obligations are paid or mature

Inactive: 5 years

Disposition: Retain 1 bond of each series permanently

BOND OF OFFICERS OR EMPLOYEES

The period to begin at the termination of the term of the bond.

Active: 10 years

Disposition: Destroy

BOND TRANSCRIPTS OF PROCEEDINGS

Includes industrial revenue bond, no-fund warrants, and general obligation bonds.

Disposition: Permanent

BUDGET PREPARATION FILE

Active: Close of subsequent budget process
Disposition: Destroy

CANDIDATE FILING DOCUMENTS

Active: Until close of subsequent election process
Inactive: 5 years
Disposition: Destroy

CAPITAL IMPROVEMENT PLAN

Plan of City for 5-year term. Created by each department with Mission Statement.
Disposition: Permanent

CAPITAL IMPROVEMENT PLAN PREP FILES

Active: Until CIP is complete
Inactive: 1 year
Disposition: Destroy

CHARTER ORDINANCES

Active: Permanent
Disposition: Permanent

CITIZEN COMPLAINT FILE

Correspondence and notes regarding individual citizen issues.
Active: Retain while useful routine problem files 5 years
Disposition: Destroy

CITY CODE BOOK

Includes supplements.
Disposition: Permanent – 1 copy

CITY COUNCIL ATTENDANCE SHEET

Disposition: Permanent – 1 copy

CITY COUNCIL ITEMS REMOVED FROM CONSIDERATION

Ordinances, resolutions, and other documents that were referred to committee and removed from further consideration pursuant to applicable Mulvane Governing Body Rules and Regulations.
Active: 5 years after removal from further consideration
Disposition: Destroy

CITY COUNCIL MEETING RECORDINGS – Audio

Active: 7 years
Disposition: Destroy

CITY COUNCIL PACKETS

Active: Permanent
Disposition: Retain electronic copy, destroy hard copy after 5 years

CLAIMS

Claims filed against City.

Active: 10 years

Disposition: Destroy

CLAIM FILES

Includes real and personal property for which insurance has been purchased

Active: 5 years or until all statute of limitations have expired, whichever is longer

Disposition: Destroy

COMMUNITY DEVELOPMENT PROPOSALS

Disposition: Permanent

COMPLAINT FILES

Correspondence and documentation of action taken, if any. Retain complaints that are directly related to policy change permanently. Retain others as follows:

Active: Retain while useful; but not more than 5 years

Disposition: Destroy

CONDEMNATIONS

Active: 5 years

Disposition: Permanent electronic files, destroy hard copies

CONTRACTORS LIABILITY INSURANCE/BOND RECORDS

Active: 5 years after expiration or project completion

Disposition: Destroy

CONTRACTS

All contracts, including labor contracts, signed by City including specifications, change orders, and addendums.

Disposition: Permanent

CONTRACTOR FILES

Includes copies of contracts.

Active: Until superseded plus 1 year.

Inactive: 5 years

Disposition: Destroy

CORRECTIONS FILE

Corrections to documents that had been previously microfilmed or imaged.

Disposition: Permanent

CORRESPONDENCE (Routine)

Includes mail, letters, memos, copies, telephone messages, etc.

Active: Retain while useful; but not more than 5 years

Disposition: Destroy

DEEDS

Original deeds for all property owned by City.

Active: Permanent

Disposition: Permanent

DEMOLITION FILES

City-ordered demolitions of privately owned facilities, including, but not limited to, cost estimates of repair, pictures of property, publicized code compliance notices, mailings, and notifications.

Active: 2 years or until bill is paid

Inactive: 10 years

Disposition: Permanent

EASEMENTS

Original easement agreements.

Disposition: Permanent

ELECTRONIC RECORDS

Includes microfilmed or imaged documents. Use the retention schedule of the record series listed herein. The hard copy of a document can be destroyed after a document has been microfilmed or scanned, provided the image has been verified for accuracy. Any exception to this rule will be listed with that record series.

EMPLOYEE HANDBOOK:

Disposition: Permanent (each updated version)

FORMS (Blank)

Active: Until superseded or obsolete

Disposition: Destroy

FRANCHISE FILE

Includes ambulance, cable TV, telephone, gas, and electricity.

Disposition: Permanent

GOVERNING AGENCY REGULATIONS

Includes City, State, and Federal governing agencies' manuals and requirements.

Active: Until superseded or obsolete

Disposition: Destroy

GOVERNING BODY ITEMS THAT WERE WITHDRAWN OR NOT ADOPTED

Active: 5 years

Disposition: Destroy

GOVERNING BODY MINUTES

Record of all governing body actions.

Active: Permanent

Disposition: Permanent – Retain electronic copy, destroy hard copy after 5 years.

GOVERNING BODY PACKETS

Record of all governing body actions including agendas, handouts, zoning cases, project budgets, and other related documents.

Disposition: Permanent

GOVERNING BODY RECORDINGS

Includes DVD's and other media of governing body meetings.

Active: 7 years

Disposition: Destroy

INDUSTRIAL REVENUE BONDS – RELATED DOCUMENTS:

Active: Until all bonds sold

Inactive: 5 years

Disposition: Destroy

INDUSTRIAL REVENUE BONDS – TRANSCRIPTS:

Active: Until all obligations are paid

Inactive: 5 years

Disposition: Destroy

INSURANCE POLICIES

Active: Until cancellation or expiration unless a claim is pending.

Inactive: 7 years

Disposition: Destroy

LAWSUITS:

Includes outside counsel files and other related documents.

Active: Until case is closed and all appeal time has expired

Inactive: 10 years

Disposition: Destroy

LEGAL NOTICES (Proof of Publication not Ordinance or Resolution):

Active: 5 years

Disposition: Destroy

LICENSE AND PERMIT SURETY BONDS OR INSURANCE DOCUMENTS

Active: Until expired or cancelled

Inactive: 5 years

Disposition: Destroy

OATHS OF OFFICE

Active: 6 years

Disposition: Destroy

OPEN MEETINGS NOTICES

Recorded dates and times for all committees, boards, and governing body. Notices of open meetings throughout City.

Active: 5 years

Disposition: Destroy

OPEN RECORD REQUESTS

Active: 5 years
Disposition: Destroy

ORDINANCES

Active: Permanent
Disposition: Permanent

ORDINANCE RESEARCH FILES:

Includes drafts and research to support ordinances.

Active: Retain while useful
Disposition: Destroy

PETITIONS – MISCELLANEOUS

Active: 5 years; seek archival approval before destroying
Disposition: Destroy

PETITIONS TO PUT ISSUE ON BALLOT

Active: Permanent
Disposition: Permanent

POPULATION DATA (Obsolete Data)

Disposition: Permanent

PRESS RELEASES

Retain press releases about special events permanently. Retain all others as follows:

Active: 2 years
Disposition: Destroy

PROCLAMATIONS

Disposition: Permanent – 1 copy

PROJECT BUDGETS

Disposition: Permanent

PROJECT FILES – MAJOR STRUCTURES

Comprehensive records and plans of all major structure projects. Includes buildings, bridges, parks, treatment plants and other major structures.

Active: While structure exists
Inactive: 5 years
Disposition: Destroy

PROJECT FILES – MISCELLANEOUS

Comprehensive records, including plans of projects not listed above.

Active: Until accepted for maintenance
Inactive: 5 years
Disposition: Destroy

PROOF OF PUBLICATION

Active: Permanent
Disposition: Permanent, retain hard copy with original ordinance

PROPERTY DAMAGE REPORTS

Accidents involving city-owned vehicles or apparatus
Active: 5 years
Disposition: Destroy

PUBLIC IMPROVEMENT PROJECT PETITIONS

Active: Until accepted for maintenance
Inactive: 5 years
Disposition: Destroy

PUBLIC OFFICIAL BONDS

Active: While in office
Inactive: 10 years
Disposition: Destroy

REFERENCE BOOKS/JOURNALS

Active: Until superseded or obsolete
Disposition: Destroy

RESOLUTIONS

Active: Permanent
Disposition: Permanent

SCRAPBOOKS OF HISTORICAL INFORMATION

Active: Permanent
Disposition: Permanent

SPECIFICATIONS

For City projects and purchases
Active: Until contract signed
Inactive: 5 years
Disposition: Destroy

STATEMENT OF SUBSTANTIAL INTEREST FORMS

For Governing Body members
Active: Retained until 5 years after leaving office
Disposition: Destroy

SUMMONS

Active: Permanent
Disposition: Permanent

SURVEYS AND STUDIES – FINAL REPORT

Includes surveys and studies done by city agencies or paid for by city agencies.
Disposition: Permanent – 1 copy

SURVEYS AND STUDIES – RELATED DOCUMENTS

Includes surveys and studies done by city agencies or paid for by city agencies.

Active: 5 years

Disposition: Destroy

TEMPORARY NOTES REGISTERS

Disposition: Permanent

TITLE CERTIFICATES

Includes titles for all City-owned vehicles.

Active: While vehicle is owned

Disposition: Transfer to new owner

WATER RIGHTS FILES

Disposition: Permanent

CITY COMMUNICATIONS/WEBSITE

BROCHURES AND NEWSLETTERS

Includes City newsletter and other published items.

Disposition: Permanent – 1 copy

PHOTOGRAPHIC AND VIDEO MATERIALS

Negatives, photoprints, slides, films, digital prints, and videotapes that were used in official publications; retain other to appropriate department.

Active: 1 year

Disposition: Destroy

PRESS RELEASES

Retain press releases about special events permanently. Retain all other as follows:

Active: 2 years

Disposition: Destroy

COMMON RECORDS

ACCIDENT REPORTS

Documentation of accidents occurring in current division's facilities including volunteer accident reports.

Active: 5 years.

Disposition: Destroy

ANNUAL REPORTS

Activity of division throughout year.

Disposition: Permanent

APPOINTMENT BOOKS/CALENDARS/FACILITY RESERVATION/ RESERVATION BOOK

Internal forms, appointment books, paper and electronic calendars used to schedule employees, office activities, vehicles, meeting rooms, etc.

Active: Retain until no longer useful

Disposition: Delete/destroy

ASSET RECORDS

Inventory, maintenance records, and other related documents for equipment.

Active: Until equipment sold or surplus.

Inactive: 5 years

Disposition: Destroy

BIDS (Informal)

Office supplies, small office equipment, office services, etc., under \$5000.

Active: 5 years

Disposition: Destroy

CERTIFIED MAIL RECEIPTS

Active: 1 year

Disposition: Destroy

CMB FILES:

Verifications for Kansas Alcohol Beverage Control licensed establishments.

Active: 2 years

Disposition: Destroy

COMMITTEE FILES – MISCELLANEOUS FILE

Includes minutes, agendas, correspondence, rosters, and other related documents from committees.

Active: 5 years

Disposition: Destroy

COMPLAINT FILES

Correspondence and documentation of action taken, if any. Retain complaints that are directly related to policy change permanently. Retain others as follows:

Active: Retain while useful; but not more than 5 years

Disposition: Destroy

CONTRACTS

Includes instructors, vendors, Kansas Department of Transportation, contractors, developers, service, and other contracts. Also see City Clerk schedule.

Active: 5 years after expiration/termination

Disposition: Destroy

CONTRACTOR'S LIABILITY INSURANCE/ BOND RECORDS

Active: 5 years after expiration or project complete

Disposition: Destroy

CORRESPONDENCE (Routine)

Includes inquiries, memos, copies telephone records, e-mails, etc.

Active: Retain while useful; but not more than 5 years

Disposition: Destroy

DIVISION POLICIES

Division policies as well as incoming and outgoing letters and memoranda that state or form the basis for policy, set precedent, or record important events in the operational and organization history of the department.

Disposition: Permanent

ELECTRONIC RECORDS

Includes microfilmed or imaged documents. Use the retention schedule of the record series listed herein. The hard copy of a document can be destroyed after a document has been microfilmed or scanned, provided the image has been verified for accuracy. Any exception to this rule will be listed with that record series.

EMERGENCY PREPAREDNESS PLANS:

City Disaster Plan.

Active: Until superseded

Disposition: Destroy

FARM OPERATOR/OWNER AGREEMENT

Used in conjunction with biosolids applications and/or Farm Lease

Active: 10 years

Disposition: Destroy

FIXED ASSET INVENTORIES:

Active: Life of equipment

Inactive: 5 years or 5 years after grant close out

Disposition: Destroy

FORMS (Blank)

Active: Until superseded or obsolete

Disposition: Destroy

GOVERNING AGENCY REGULATIONS

Includes City, State, and Federal governing agencies' manuals and requirements.

Active: Until superseded or obsolete

Disposition: Destroy

GRANT ADMINISTRATIVE AND FINANCIAL FILES

Includes application, award notice, public hearing notices, RFP's, purchase orders, banking records, accounting ledger, correspondence, reports, and other documents; maintained by project year. Also see Grant Performance Report.

Active: Until project year is closed and audit is complete

Inactive: 5 years or until completion of any action, whichever is later

Disposition: Destroy

GRANT ASSET RECORDS:

Inventories, maintenance records and other related documents for equipment.

Active: 5 years from grant year close out

Disposition: Destroy

GRANT BUDGET PREPARATION FILE:

Active: 5 years from grant year close out

Disposition: Destroy

GRANT INDEX

List of grants received and purpose for each.

Disposition: Permanent

GRANT PERFORMANCE REPORTS

Disposition: Permanent

HOLD HARMLESS AGREEMENTS

Includes release of liability, and other such agreements.

Active: 5 years

Disposition: Destroy

INCIDENT REPORTS

Documentation of incidents occurring in current division's facilities.

Active: 5 years

Disposition: Destroy

INVENTORIES

Includes equipment, uniforms, records, vehicles, and other inventories.

Active: Until superseded, obsolete, or final disposition of property

Inactive: 5 years

Disposition: Destroy

LICENSE FILES:

Includes applications and other related documents for licenses issued.

Active: Until license is expired or obsolete

Inactive: 5 years

Disposition: Destroy

MAPS/PLANS OF CITY OWNED BUILDINGS

Includes electrical, plumbing, heating and other facility plans for various city buildings.

Active – While City owns property.

Disposition - Destroy

PROJECT GENERAL FILES

Includes ordinances, resolutions, contracts, specifications, and other documents for projects which are duplicated elsewhere. Also see City Clerk Schedule.

Active: Until accepted for maintenance

Inactive: 5 years

Disposition: Destroy after noting related document numbers on cover sheet

PROJECT MASTER FILE

Includes documentation unique to current division for projects. Also see Project General Files.

Disposition: Permanent

PROOF OF PUBLICATION

Active: 5 years

Disposition: Destroy

RECORD DESTRUCTION LISTS

Active: 1 year

Disposition: Permanent

RECORDS MANAGEMENT

Includes completed survey forms, inventories, destruction lists, transfer records, and other related documents.

Disposition: Permanent

REFERENCE BOOKS/JOURNALS

Also includes newsletters and seminar notebooks.

Active: Until superseded or obsolete

Disposition: Destroy

SAFETY COMMITTEE FILE

Included notes, minutes and other documents from division or department meetings which are used as a reference tool for policy-making bodies

Active: 5 years

Disposition: Destroy

SAFETY INSPECTION FILES – CITY

Conducted by Safety Director. Includes all correspondence and follow-up

Active: 5 years

Disposition: Destroy

SAFETY INSPECTION FILES – STATE

Conducted by Kansas Department of Human Resources

Active: Until completion of subsequent inspection

Disposition: Destroy

SCRAPBOOKS AND ALBUMS OF HISTORICAL INFO

Collection of miscellaneous documents, newspaper clippings, and pictures regarding department's history.

Disposition: Permanent

SEALED BIDS FOR MISC ITEMS:

Includes items sold, and price received.

Active: 5 years

Disposition: Destroy

SPECIAL COMMITTEES

Special committees may be established when there is an issue which needs special focus and would be better handled outside standing committees. All documentation that supports recommendations by the Committee including but not limited to; presentations, notes, minutes, handouts, reports, studies.

Disposition: Permanent

SPECIAL EVENT PERMITS

Applications and Certificates of Insurance (where applicable) for community parades, block parties, etc.

Active: 5 years

Disposition: Destroy

SPECIAL EVENT/PARADE PERMIT FILE:

Active: 5 years

Disposition: Destroy

STANDARD OPERATING PROCEDURES/POLICIES:

Includes policies, regulation, and procedures as well as research behind them. Clerk retains one copy permanently. Retain all other documents as follows:

Active: Until superseded or obsolete

Disposition: Destroy

STATISTICAL REPORTS

Includes monthly, quarterly and annual city workers compensation reports and report of vehicle claims.

Retain annual report permanently. Retain all others as follows:

Active: Until audit completed

Inactive: 1 year

Disposition: Destroy

SURPLUS PROPERTY LIST

Copies of forms and supporting documents used to remove capital equipment from the office inventory.

Active: 5 fiscal years

Disposition: Destroy

TEXT MESSAGES ON CITY ISSUED WIRELESS DEVICES

Active: Retain while useful, but not more than 30 days

Disposition: Destroy

TRAVEL DOCUMENTS

Active: 1 year
Disposition: Destroy

VIDEO SURVEILLANCE AND SECURITY CAMERA SYSTEMS

Device memory, hardware storage devices, tape and optical media (does not include traffic detection video systems, sewer camera inspection video systems, process and control camera systems, law enforcement video systems, court video systems and still frames captured from digital cameras.)

Active: 30 days
Disposition: Erase, override or destroy

WARRANTY FILES

Includes warranties, promises and other related documents.

Active: 5 years or life of warranty, whichever is longer
Disposition: Destroy

CONTRACTS AND PROCUREMENT

BIDS AND REQUEST FOR PROPOSALS (successful)

Active: Life of contract
Inactive: 5 years
Disposition: Destroy

BIDS AND REQUEST FOR PROPOSALS (unsuccessful)

Active: 5 years
Disposition: Destroy

CONTRACTS

Includes contract, specifications, and request for proposal, change orders, and tax-exempt status certificates.

Active: Life of contract
Inactive: 5 years from expiration
Disposition: Destroy

CONTRACT COMPLIANCE FILES

Active: 5 years after contract closeout
Disposition: Destroy

ENGINEER ESTIMATES

Provides basis for purchase orders and contracts.

Active: 5 years
Disposition: Destroy

MAPS/PLANS

Provides the basis for purchase orders and contracts.

Active: Retain until contract is awarded
Inactive: 5 years
Disposition: Destroy

ENGINEERING

ABSTRACTS

Also see City Clerk

Disposition: Permanent

AERIAL PHOTOGRAPHS

Disposition: Permanent

AS-BUILD DRAWINGS (FINAL)

Drawings of a final project.

Active: 2 years

Disposition: Permanent

CONTRACTS

Includes engineering firms, instructors, vendors, KDOT, contractors, developers, service, and other contracts. See City Clerk schedule

Active: Until project is completed and accepted for maintenance.

Disposition: Permanent

CONTRACTORS' LIABILITY INSURANCE/BOND RECORDS FOR PROJECTS

Active: Until project is completed

Disposition: Permanent

INTERSECTION FILES

Water main location drawings

Disposition: Permanent

SANITARY SEWER PLANS

Disposition: Permanent

SITE PLANS

Includes property as well as water/sewer lines.

Disposition: Permanent

STORM SEWER PLANS

Disposition: Permanent

STUDIES OF UTILITY SYSTEMS

Retain permanently if directly related to city and city policy. Retain others as follows:

Active: While useful

Disposition: Destroy

SUBDIVISION FILES

Permanent

SURVEY FILE

Includes control data land survey research and evaluation documents, field survey data and construction staking records, land survey plats and documents.

Disposition: Permanent

TRAFFIC COUNT RECORDS

Used to perform safety, traffic activity at a given location and warrant analysis.

Disposition: Permanent

TRAFFIC DISRUPTION PERMITS

Active: 3 years

Disposition: Destroy

TRAFFIC LOCATION FILES

Consists of traffic activity at a given location

Disposition: Permanent

TRADE LICENSE CODE BOOKS

Includes mechanical, plumbing, fire, traffic, electrical, housing, and other codes.

Disposition: Permanent – 1 copy

UTILITY EASEMENTS

Includes property descriptions.

Active: Life of easement

Disposition: Permanent

HUMAN RESOURCES/PAYROLL

ACCIDENT REPORTS

Documentation of accidents occurring in current division's facilities including volunteer accident reports.

Active: 7 years
Disposition: Destroy

COMPLAINT FILES

Active: 5 years
Disposition: Shred hard copy, permanent electronic files

CONFIDENTIAL FILES

Includes: physician records of examination, diagnostic records, laboratory test records, drug screening records, health plan application forms, FMLA, accident reports, workers' compensation reports, detailed background checks, etc.

Active: Tenure plus 5 years
Disposition: Shred hard copy, permanent electronic files kept for 65 years

COURT ORDERED PAYMENTS

Includes child support, garnishments, and bankruptcy orders, answers, and receipts.

Active: 5 years after release of wages
Disposition: Destroy

DIRECT DEPOSIT AUTHORIZATION RECORDS

Active: until super ceded or no longer in effect
Inactive: 5 years
Disposition: Destroy

EMERGENCY INFORMATION FILES:

List of employees' personal information and next of kin.

Active: While employed
Inactive: 5 years
Disposition: Destroy

EXIT INTERVIEW FILES:

Dialog with departing employees to receive input.

Active: 5 years
Disposition: Destroy

GRIEVANCE FILES

Includes transcripts, exhibits, and other related documents.

Active: 62 years
Disposition: Shred hard copy, permanent electronic files

JOB CLASSIFICATION SPECIFICATIONS

Active: Retain while current
Disposition: Destroy

JOB DESCRIPTIONS (Reference copy)

Active: Until superseded or obsolete

Disposition: Destroy

KEY FILES

Includes applications, background checks (not hired), interview questions, and employment testing (excludes medical testing (not hired)).

Active: 5 years

Disposition: Destroy

KPERS ANNUAL REPORT

Details employee name, social security number, and annual contribution amounts.

Disposition: Permanent

MEDICAL INFORMATION FILES:

Documentation of employee's exposure to an infectious disease as well as other medical records.

Active: 5 years

Disposition: Destroy

PAYROLL DEDUCTION AUTHORIZATION FORMS

Includes health and benefit enrollments and other voluntary deductions.

Active: While employed

Inactive: 5 years

Disposition: Destroy

PAYROLL DOCUMENTS

Includes timecards/sheets, leave requests, time away from work requests, payroll adjustment records, and payroll warrant registers.

Active: 5 years

Disposition: Destroy

PAYROLL REGISTERS

Includes year to date cumulative register, distribution register, warrant register, payroll certification form, hours-to-gross register, and accrual register; does NOT include year-end year to date cumulative register.

Active: 7 years

Disposition: Destroy

PERSONNEL FILES

Includes: employment application, background checks, policy signatures, tax forms, payroll actions, discipline actions, awards, training, performance appraisals, policy acknowledgements, personnel action requests, exit interview form, tuition reimbursement, position description, etc. Keep letter of resignation and copy of final paycheck permanently.

Active: Tenure plus 6 years

Disposition: Shred hard copy, permanent electronic files kept for 65 years

RANDOM DRUG TESTING FOR CDL DRIVERS

S & G reports and KDOT Clearinghouse Information

Active: Tenure plus 5 years

Disposition: Destroy

STATE AND LOCAL GOVERNMENT INFORMATION REPORT EEO-4

Active: 3 years
Disposition: Destroy

SUPERVISOR'S FILES

Limited to required documents for current oversight of employee: A) work schedule; B) leave information; C) attendance record; D) overtime hours distribution; E) current payroll status report; F) current active disciplinary track items; G) last performance evaluation; H) performance observations since the last evaluation (positive and negative); I) requests for safety equipment and uniforms; and J) worker's compensation information. Purge after every evaluation.

Active: While employee is under direct supervision
Inactive: 5 years
Disposition: Destroy

TAX REPORTS

Includes, but is not limited to 1099 Forms, W-2 Forms, 941 Forms, K-3 Forms, undelivered W-2 Forms, and Unemployment Insurance Quarterly Reports

Active: 7 years
Disposition: Destroy

TIMESHEETS/PERSONNEL SCHEDULE:

Active: 7 years
Disposition: Destroy

TRAINING RECORDS – INDIVIDUAL

Records of continuing education course completed, date, and any certificates.

Active: While individual is employed
Inactive: 5 years
Disposition: Destroy

TRAINING RECORDS – OFFICIAL

Training manuals, course outlines, and listing of all courses offered with dates.

Disposition: Permanent – 1 copy

TRAINING RECORDS – INDIVIDUAL

Record of continuing education course completed date and any certificates.

Active: While individual is employed
Inactive: 5 years
Disposition: Destroy

WORKERS COMPENSATION CLAIM FILES:

Retain computerized history 30 years. Retain annual reports permanently. Retain hard copy files as follows:

Active: 5 years or until all statute of limitations have expired, whichever is longer
Inactive: Scan then retain electronic format 50 years K.S.A. 44-557
Disposition: Destroy

UNEMPLOYMENT INSURANCE MONTHLY REPORTS

Active: 5 years
Disposition: Destroy

VOLUNTEER RECORDS

Includes application, job description, training, recruitment records, recognition, KBI background check, Liability Waiver and Emergency Medical Authorization Form, schedule, accomplishments, health screening, address, and related documents.

Active: While current
Inactive: 5 years
Disposition: Destroy

VOLUNTEER TIME SHEETS

Active: 5 years
Disposition: Destroy

YEAR-END YEAR-TO-DATE CUMULATIVE PAYROLL REGISTER

Disposition: Permanent

(Note: Statute of limitation is 6 years from termination)

PLANNING/ZONING/LICENSING DEPARTMENT

ADMINISTRATIVE FILES:

Includes application, award notices, public hearing notices, RFP's, correspondence, reports, and other documents maintained by project year.

Active: Until project year is closed and audit is completed

Inactive: 5 years or until completion of any action, whichever is later

Disposition: Destroy

AERIAL PHOTOGRAPHS

Includes Mulvane and Sedgwick/Sumner Counties

Disposition: Permanent

AMENDMENT FILES

Includes amendments to zoning and subdivision regulations, as well as the transportation, neighborhood, and comprehensive plans.

Disposition: Permanent

ANNEXATION CASE FILES

Also see City Clerk

Includes consents, petitions, and other related documents.

Disposition: Permanent

AS-BUILT DRAWINGS (FINAL)

Drawings of a final project.

Active: 2 years

Permanent

BOARD OF ZONING APPEALS CASES

Appeals, variances and exceptions. File contains applications, correspondence, staff reports, agenda, minutes and sometimes has back up material from applicant w/the application. The agendas and minutes are kept electronically.

Disposition: Permanent

BUILDING CODES

1 Copy Permanent

BUILDINGS PERMIT APPLICATIONS AND RESPONSES

Active: 5 years

Disposition: Destroy

CAPITAL IMPROVEMENT PLAN (CIP)

Plan of City for 5 year term.

Disposition: Permanent

CERTIFICATE OF LIABILITY/WORKERS COMPENSATION

Active: 5 years

Disposition: Destroy

COMMUNITY DEVELOPMENT PROPOSALS

Disposition: Permanent

COMPREHENSIVE PLAN:

Disposition: Permanent

CONDITIONAL USE PERMIT PETITION FILES:

Previously called special use permit petition files.

Disposition: Permanent

CONDEMNATIONS

Disposition: Permanent

CONDITIONAL USE PERMIT PETITION FILES

Previously called special use permit petition files.

Disposition: Permanent

CONTRACTORS LIABILITY INSURANCE/BOND RECORDS

Active: 5 years after expiration or project complete.

Disposition: Destroy

CORRESPONDENCE (project related)

Active: 5 years

Disposition: Permanent if unique to project; otherwise destroy

DEMOLITION FILES

City-ordered demolitions of privately owned facilities, including, but not limited to, cost estimates of repair, pictures of property, publicized code compliance notices, mailings, and notifications.

Active: 2 years or until bill is paid

Inactive: 10 years

Disposition: Permanent

DRAINAGE AGREEMENTS

Disposition: Permanent

DRIVEWAY PERMITS

Includes associated site development plans.

Disposition: Permanent

EASEMENTS

Original easement agreements

Disposition: Permanent

EXCAVATION PERMITS

For utility right-of-ways and includes associated site plans

Disposition: Permanent

FINAL PLATS

Disposition: Permanent

FLOOD PLAIN DEVELOPMENT

Includes applications, plans, any revised plans, and engineer reports.

Active: 5 years
Disposition: Permanent

HISTORIC STRUCTURE FILES

Disposition: Permanent

HOME OCCUPATION FILES

Includes application, licenses, current renewal notices, and any other unique correspondence.

Active: 3 years after denial or expiration of license
Disposition: Permanent

LAND BANK COMMISSION

Includes application, staff reports, agendas, minutes, and back-up material from the applicant. The agendas and minutes are kept electronically.

Disposition: Permanent

LICENSING FILES

Includes application and other related documents.

Active: Until license is expired or obsolete
Inactive: 5 years
Disposition: Destroy

LOT SPLITS

Includes applications, plats and review comments.

Active: 2 years
Disposition: Permanent digital copies are recorded through the County.

MONTHLY REPORTS

Includes Fee Summary Report, New Permit Report, Department of Commerce, MABCD

Active: 5 years
Disposition: Destroy

NEIGHBORHOOD PLAN

Disposition: Permanent

PARKING LOT PERMITS

Includes associated site development plans.

Disposition: Permanent

PLAN SPECIFICATIONS:

Specifications for projects available for contractors to purchase.

Active: Until contract is awarded
Disposition: Destroy

PLAN SPECIFICATIONS LIST:

List of contractors who purchased a plan book.

Active: Until bid is opened

Inactive: 3 years

PLANNED UNIT DEVELOPMENT PLANS

Includes applications, plans, plats and development agreements.

Active: 5 years

Disposition: Permanent

PLANNING COMMISSION ASSOCIATED DOCUMENTS

Includes hand-outs, and other documents not included in transcript file.

Active: 5 years

Disposition: Destroy

PLANNING COMMISSION RECORDINGS (includes Sub-Division and Board of Zoning Appeals meetings)

Includes audio, videotapes, and DVDs of meetings.

Active: 7 years

Disposition: Destroy

PLANNING COMMISSION TRANSCRIPT FILE

Includes minutes, agenda, annual roster, packets, and other historical documents.

Active: 5 years

Disposition: Permanent

PLATS OF SUBDIVISIONS

Includes drainage reports, analysis, staff reports, plats of survey and other documents.

Disposition: Permanent

PLAT MAPS

Half-sized recorded plats obtained from County.

Permanent

PROJECT FILES:

Includes ordinances, resolutions, contracts, specifications, and other documents for projects.

Active: 5 years after completion

Disposition: Destroy

PROJECT FILES- MAJOR STRUCTURES

Comprehensive records, including maps/plans of all major structure projects. Includes buildings, bridges, parks, treatment plants and other major structures.

Active: While structure exists

Inactive: 5 years

Disposition: destroy

PROJECT FILES- MISCELLANEOUS

Comprehensive records, including plans of projects not listed above. Updates on current projects.

Active: Until accepted for maintenance

Inactive: 5 years

Disposition: Destroy

PROOF OF PUBLICATION - PROJECTS

Permanent

SIDEWALK PERMITS

Includes associated site development plans.

Disposition: Permanent

SIGN PERMITS

Includes applications, cutsheets, any revised plans, and Planning Commission minutes.

Active: 5 years or until superseded

Disposition: Permanent

SITE PLAN – FINAL

Includes applications, Staff Reports, plans, any revised plans, and Planning Commission minutes.

Active: 5 years or until superseded

Disposition: Permanent

STREET FILE

Includes building, demolition, electrical, elevator, fence, home occupation, gas, mobile home, moving structure, plumbing, sign, swimming, temporary use of street right of way, and underground tank permits; inspection reports; violation notices; certificate of occupancy; drainage and hold harmless agreements; BBFA/BZA minutes; and associated site plans and drawings.

Disposition: Permanent

STREET NAME FILES

Disposition: Permanent

SUBDIVISION FILES

Disposition: Permanent

TEMPORARY CONSTRUCTION USE

Includes applications, Planning Commission minutes, packets and testimony.

Active: 5 years

Disposition: Permanent

TRADE LICENSE FILES

Includes electrician, plumber, mechanical, home occupations, cross-connection, gas fitting trades.

Disposition: Permanent

TRADE LICENSE CODE BOOKS

Includes mechanical, plumbing, fire, traffic, electrical, housing, and other codes.

Disposition: Permanent -1 copy

TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

Disposition: Permanent

UNIFIED PLANNING WORK PROGRAM (UPWP)

Disposition: Permanent

VACATION PETITION FILES

Includes street, alley, and easement vacations.

Disposition: Permanent

WASTEWATER MANAGEMENT PLAN WAIVERS

Disposition: Permanent

ZONING AMENDMENTS (REZONING APPLICATIONS)

Includes applications, Planning Commission and Governing Body minutes, packets, testimony and Protest Petitions.

Active: 5 years

Disposition: Permanent

ZONING PETITION FILES

Active: 1 copy

Disposition: Permanent

ZONING PETITION RESPONSES

Responses to new cases.

Active: Retain while useful; but not more than 4 yrs.

Disposition: Destroy

UTILITY BILLING

ABANDONED UTILITY SERVICE INFORMATION:

Includes address, index, etc., to old services.

Disposition: Permanent

BIOSOLIDS FARMERS AGREEMENT:

Active: 10 years

Disposition: Destroy

BOOKKEEPING OR ACCOUNTING RECORDS OF UTILITY CUSTOMER'S ACCOUNTS

Active: 3 years except that the period for the record of deposits to guarantee the payment of bills or the return of meters shall begin when the account is closed or the customer ceases to receive service.

Disposition: Destroy

METER BOOKS

Documentation and information compiled and downloaded from meter readings. Includes make of meter, size, number, street, customers name and address, readings, etc.

Active: 5 years

Disposition: destroy

RATE STUDY:

Study completed by outside consulting firm.

Active: 15 years

Disposition: Destroy

REVENUE ANALYSIS:

Study used as basis for rate increases.

Disposition: Permanent

SANITARY SEWER PLANS

Disposition: Permanent

SERVICE CARDS:

Indicates address location and name on service:

Active: While service active

Inactive: 10 years

Disposition: Destroy

SERVICE WORK ORDERS:

Completed by field workers.

Active: 5 years

Disposition: Destroy

UTILITY ACCOUNTS ADJUSTMENT

All adjustment types.

Active: 5 years

Disposition: Destroy

UTILITY BILL PAYMENT STUBS

Stubs turned in with Utility Bill Payment

Active: 3 years

Disposition: Destroy

UTILITY CUSTOMER BILLING SHEETS AND LEDGERS

Includes name and address of property owner, account number, current and previous reading, date and amount due, amount delinquent, discount, total due and paid.

Active: 5 years

Disposition: Destroy

UTILITY DEPOSIT RECORDS

A record of whether a resident has paid a utility deposit, how much and when it was refunded.

Active: 3 years after fiscal year end of refund of deposit or its credit to unpaid.

Disposition: Destroy

UTILITY EASEMENTS

Includes property descriptions.

Active: Life of easement

Disposition: Permanent

WASTEWATER MANAGEMENT PLAN

Disposition: Permanent

WATER RIGHTS FILES:

Includes annual water use reports.

Disposition: Permanent

WORK ORDERS AND LOG

Internal documents used to request and record requests for the performance of maintenance or other services.

Active: 5 fiscal years

Disposition: Destroy

RECORD CERTIFICATE OF DESTRUCTION

The City of Mulvane Certificate of Destruction form should be used by Records staff to document destruction of records of the City. A printed copy of the completed and signed document should be entered in Application Extender by the appropriate department.

Fill in the data on the Record Certificate of Destruction as follows:

- **Date:** Enter the month, day, year the Certificate is prepared.
- **Department:** Enter the name of the department which is responsible for the record.
- **Destruction Date:** Enter the date the records are destroyed and acknowledged by Record Custodian.
- **Record Series:** Enter the series or items for the records being destroyed; multiple series may be recorded on the Certificate.
- **Inclusive Date:** Enter the oldest and most recent dates of the records being destroyed.
- **Retention Period:** Enter the length of minimum retention required for the series of documents.
- **Volume:** Enter the amount of each series of records being destroyed. This may be identified in cubic feet, number of boxes, megabytes or in some other unit of measure – explain if necessary.
- **Records Manager:** Enter the name and signature of the Records Manager responsible for the records.
- **Records Custodian:** Signature of Record Custodian responsible for records.



CITY OF MULVANE
CERTIFICATE OF DESTRUCTION

Date: _____

Department: _____

Content: _____

Retention Period: _____

Type of Destruction: () shredded () demagnetized/overwritten.

Signature: _____

Supervisors Signature: _____

(city seal)

GLOSSARY

Active Record – a record needed to perform current operations subject to frequent use near the user.

Administrative Value – the usefulness of a record in an organization’s duties

Archiving – to conduct all activities related to caring for records of continuing value.

Copy – a reproduction of an original document

Destruction - the definitive obliteration of a record beyond any possible reconstitution

Disposition – the final administrative action taken regarding records, business and/ or evidence thereof.

Fiscal Value – the worth of records for the conduct of current or future financial business and/or evidence thereof

Historical Value – determination that records possess value in documenting the history of an organization and are thus worthy of permanent preservation.

Inactive Record – a record no longer needed to conduct current business but preserved until it meets the end of its retention period.

Information- that has been given value through analysis, interpretation, or compilation in a meaningful form.

Media/Medium- a general term referring to the material onto which business information has been recorded and may subsequently be used for business purposes.

Record – recorded information, regardless of medium or characteristics, made or received by an organization in pursuance of legal obligations or in the transaction of business.

Records Appraisal- process of evaluation records to determine their retention based on administrative, legal, and fiscal requirements and historical value.

Records Custodian- individual responsible for coordination records management activities within a department and acting as liaison between the department and the records manager/administrator.

Records Inventory – a detailed listing that includes the types, locations, dates, volumes, equipment, classification systems, and usage data of an organization’s records to evaluate, appraise and organize the information.

Records Manager – individual within an organization who is responsible for systematically managing the recorded information generated and received by the organization.

Retention Period – length of time a record must be kept to meet administrative, fiscal, legal, or historical requirements.

Retention Schedule- a comprehensive list of records series, indication for each the length of time it is to be maintained and its disposition.

Records Series – a group of related records filed/ used together as a unit and evaluated as a unit for retention purposes, e.g., a personnel file consisting of an application, reference letters, benefit forms, etc.

Other resources: Retention Schedule from Kansas Historical Site
<https://www.kshs.org/p/retention-schedules/11368>

City of Topeka
www.topeka.org/cityclerk/records/records-management

City Council Meeting
September 4, 2024

TO: Mulvane City Council
FR: Gordon Fell, Director of Public Safety
RE: Volunteer Fire Assistance Grant
ACTION: Accept Grant

Background:

This grant is funded by Kansas Forester Service. Programs like this are key for departments to make needed improvements. The items below were awarded:

Fiscal Year 2024 VFA Grant Award

Requested Item(s)	Total Requested	Fire Dept Share	KFS Share
Class A Foam System	5,000.00	\$2,500.00	\$2,500.00
Chainsaw & Safety Equipment	1,156.00	\$578.00	\$578.00
1.5" Shutoff Valve	1,239.00	\$619.50	\$619.50
1.5" Smoothbore Tip	414	\$207.00	\$207.00
2.5" Shutoff Valve	1,623.00	\$811.50	\$811.50
2.5" Smoothbore Tip	414	\$207.00	\$207.00
Grand Totals	\$9,846.00	\$4,923.00	\$4,923.00

Note: VFA Grant Total Will not exceed \$4,999.00 per fire department.

‘**Total Requested**’ is the total estimated expense for requested item

‘**Fire Department Share**’ is the amount the fire department is expected to pay for the requested item. This is the VFA Grant.

‘**KFS Share**’ is 50% of the total amount requested per item, or \$4,999.00, whichever is less.

Analysis:

This is a 50% matching grant not to exceed \$4,999.00 (Grant Portion). We will validate the prices for the items listed and make the purchases.

Financial Considerations:

Create a project fund to manage the funding.

Legal Considerations:

None

Recommendation:

Motion: To accept the 2024 Volunteer Fire Assistance Grant.

July 26, 2024

Mulvane Fire Rescue/SUFD #12
DC Lowell Ester
910 E. Main St.
Mulvane, KS 67110

FDID # SU316

RE: APPLICATION FOR FEDERAL ASSISTANCE - 2024
Volunteer Fire Assistance, Cooperative Fire Protection Program

Dear Fire Department:

I'm pleased to inform you that your application for Volunteer Fire Assistance has been approved. Not all items in your application may have been approved. It is imperative that these grant funds only be used to purchase the items listed on page three. Any request for reimbursement of items in which prior approval had not given and was not associated with the item(s) requested in your application will not approved.

By accepting this grant, your department must have the ability to pay for the approved items prior to receiving the Volunteer Fire Assistant (VFA) Grant reimbursement. If there is a financial emergency, contact Bill Waln.

You will not be penalized if you spend more than the approved amount, but you will not receive cost-share beyond the approved amount. If the final cost of the project is less than the amount approved, the VFA Grant share will be reduced to 50% of the **actual** final project cost.

Place your equipment orders AS SOON AS POSSIBLE as your supplier may encounter delays or back orders. **READ THE DIRECTIONS ON PAGE 2 OF THIS LETTER!!!!**

We encourage you to notify area media outlets that you have received this grant and importance of the continued Kansas Forest Service support.

Congratulations on your successful application. Let me know if you have any questions.

Please see page number 3 for your approved line item grant request amounts.

Sincerely,



William (Bill) Waln
Fire Management Officer

READ ON READ ON READ ON

Federal accounting procedures require that these funds be dispersed in a specific manner. In order to receive the amount of federal funds approved for your department's project, proceed as follows:

1. Proceed with the authorized expenditures as soon as possible. Remember, your department must pay for the approved items in full.
2. After you have completed all of the approved expenditures, send a complete package (do not send partial packages) of the paid receipt(s) along with a copy of the Proof of Payment attached to the receipt and a copy of the front page of the department's current, signed W-9 (Request for Taxpayer Identification Number and Certification) form to me as soon as possible. The receipt must be on a company form, dated and itemized showing the correct amount for each item.

The preferred method to return the complete packet is electronically to bwaln@ksu.edu

OR

You may mail a hard copy of the completed packet the the mailing address listed below.

The photo image from the bank can be accepted as a copy of the cancelled check.

3. We will review the documentation to assure it is for the approved items and amount. We will then authorize a check to be issued to your department for up to 50% of the approved total expenditure as shown on page 1.

Send hard copy receipt(s), Proof of Payment and the current, signed W-9 form to:

Kansas Forest Service
Attn: Fire Management-VFA Grant
2610 Claflin Road
Manhattan, KS 66502-2798.

ALL EXPENDITURES FOR 2024 VOLUNTEER FIRE ASSISTANCE MUST BE COMPLETED AND PAPERWORK RECEIVED BEFORE CLOSE OF BUSINESS ON December 31, 2024. If you cannot make this deadline, be sure to contact me, Bill Waln at bwaln@ksu.edu or (785) 532-3314, if you do not contact me the award will be forfeited.

Should you find your department is unable to utilize any or the entire award, please contact me as soon as possible so another department can be approved.

We encourage you to send a news release to the local media about what you purchased, how much was awarded, how it will benefit your department and that it was made possible by the Kansas Forest Service.

Congratulations on your successful application.

READ ON READ ON READ ON

Fiscal Year 2024 VFA Grant Award

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Grand Totals	\$9,846.00	\$4,923.00	\$4,923.00

Note: VFA Grant Total Will not exceed \$4,999.00 per fire department.

‘Total Requested’ is the total estimated expense for requested item

‘Fire Department Share’ is the amount the fire department is expected to pay for the requested item. This is the VFA Grant.

‘KFS Share’ is 50% of the total amount requested per item, or \$4,999.00, whichever is less.

CITY COUNCIL MEETING

TO: Mayor and City Council
FROM: Municipal Advisor (Greg Vahrenberg of Raymond James & Associates)
SUBJECT: Revised Municipal Advisory Services Agreement for Series A, 2024 General Obligation Temporary Notes and Series 2024-A General Obligation Bonds
AGENDA: Action

Background:

The City has identified certain improvements in the Harvest Point and Emerald Valley, Second Addition benefit districts which will be financed through the issuance of the Series A, 2024 General Obligation Temporary Notes. These improvement projects will ultimately be paid from special assessments levied against the property owners in such benefit districts. The improvements are initially financed through the issuance of temporary notes. Once the improvements are complete, the City will then determine the final project costs and conduct the assessment proceedings. The assessment proceedings will allow property owners to either prepay their assessment or have it financed and paid over several years. Any assessments that are not prepaid will be financed through the issuance of General Obligation Bonds. The proceeds of the General Obligation Bonds will be used to redeem and pay the Temporary Notes.

The City has also identified certain sewer main, electric turbine and electric substation improvements that will be financed through the issuance of General Obligation Bonds.

Earlier this year, the City Council approved an agreement engaging Raymond James & Associates to serve as Municipal Advisor for the sale of the General Obligation Temporary Notes. At the time, the City did not contemplate the issuance of the General Obligation Bonds. The agreement with Raymond James has been modified to cover both the Temporary Notes and General Obligation Bonds.

Financial Considerations:

The General Obligation Temporary Notes, Series A, 2024 will provide funds to pay the cost of the benefit district improvement projects. The City will not make payments on the Temporary Notes and, upon completion of the projects and benefit district proceedings, the City will issue a series of General Obligation Bonds which will permanently finance the improvements in the benefit districts that will be repaid from special assessments levied against the property owners therein. The General Obligation Bonds will be paid from legally available funds of the City. The Temporary Notes and General Obligation Bonds will be general obligations of the City backed by the full faith and credit of the City. The fees of the Municipal Advisor are contingent upon completion of the Note and Bond issue.

Legal Considerations:

The City has the authority to sign the Municipal Advisory Services Agreement with Raymond James & Associates.

Recommendation:

City Staff's recommendation is for the City to engage Raymond James & Associates as Municipal Advisor for the public sale of the General Obligation Temporary Notes, Series, A, 2024 and the General Obligation Bonds, Series 2024-A.

Action/Sample Motion:

I move to engage Raymond James & Associates as Municipal Advisor for the public sale of the City's General Obligation Temporary Notes, Series A, 2024 and the General Obligation Bonds, Series 2024-A by rescinding the prior approved agreement and executing the updated agreement.

MUNICIPAL ADVISOR AGREEMENT

BY and BETWEEN THE

CITY OF MULVANE, KANSAS and
RAYMOND JAMES & ASSOCIATES, INC.

THIS AGREEMENT is by and between the City of Mulvane, Kansas (the “Issuer”), and Raymond James & Associates, Inc. (the “Municipal Advisor”).

WHEREAS, the Issuer wishes to hire the Municipal Advisor to serve as its municipal advisor and financial advisor in accordance with the provisions of this Agreement and the Municipal Advisor, through its Public Finance/Debt Investment Banking Department, is engaged in the business of providing, and is authorized under applicable Federal and State statutes and applicable regulatory rules to provide advisory services to the Issuer as provided herein, and

WHEREAS, the City desires to issue a series of general obligation temporary notes (the “Notes”) to finance certain infrastructure improvements in the Harvest Point and Emerald Valley 2nd Addition benefit districts in the City; and

WHEREAS, the City desires to issue a series of general obligation bonds (the “Bonds”) to finance certain sewer improvements in the City; and

WHEREAS, this Municipal Advisor Agreement dated as of July 25, 2024 hereby replaces the prior Municipal Advisor Agreement, dated as of May 23, 2024 and executed by the City on June 17, 2024; and

NOW THEREFORE, it is agreed by all parties signing this Municipal Advisor Agreement (the “Agreement”) that:

I. SCOPE OF SERVICES

1. The Municipal Advisor will consult with and advise the Issuer with respect refinancing opportunities related to its outstanding debt and any forms of credit enhancement. This advice will generally include the following:
 - a. Evaluating opportunities to current or advance refund outstanding debt obligations and/or bonds/notes of the Issuer;
 - b. Assisting in managing relationships and interaction with rating agencies, bond insurers, bidders and bond investors;
 - c. Assist with the preparation of the preliminary and final official statement;
 - d. Assisting the Issuer with a competitive sale or placement of the Bonds/Notes;
 - e. Assisting with the calculation and preparation of the special assessments for the benefit districts, and
 - f. Assisting the Issuer, at your request, in evaluating certain investment banking ideas that may be presented to the Issuer from time to time.

2. When the Issuer deems it necessary to issue bonds, notes, or other debt instruments (collectively, the “Bonds/Notes” or “Obligations”) in the capital markets, the Municipal Advisor will consult with and advise the Issuer with respect to the various structures, provisions and covenants appropriate or advisable to consider as part of the new financing, generally including, but not necessarily limited to, the following:
 - a. Obligation amounts;
 - b. Principal, interest, and final maturity dates;
 - c. average life tests;
 - d. maturity amortization schedules;
 - e. interest rates;

- f. redemption provisions;
 - g. debt service;
 - h. coverage requirements;
 - i. flow of funds;
 - j. reserve funds;
 - k. sinking funds; and
 - l. security pledges.
3. The Municipal Advisor will, upon request, work with staff and attorneys of the Issuer, including bond counsel, in the development of the financial and security provisions to be contained in the instruments authorizing and securing the Obligations undertaken by the Issuer.
 4. The Municipal Advisor will, as requested, assist Issuer staff in the development of Issuer information to be used by the Issuer for presentation to investors, underwriters and others.
 5. The Municipal Advisor will coordinate and attend the sale of the Bonds/Notes and advise and assist the Issuer in the analysis of the bids received for the sale of the Bonds/Notes.
 6. The scope of services set forth in (1) through (5) above (the “Scope of Services”) is subject to the following limitations:
 - a. The Scope of Services is limited solely to the services described above and is subject to any limitations set forth within the description of the Scope of Services.
 - b. The Municipal Advisor will be responsible for coordinating the preparation of the preliminary or final official statement, but will not be responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.
 - c. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to the Bonds/Notes or any Obligations or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

If Issuer has designated Municipal Advisor as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor’s activities as IRMA as may be provided in the Scope of Services described herein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of Issuer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Municipal Advisor, and Issuer agrees not to represent, publicly or to any specific person, that Municipal Advisor is Issuer’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Municipal Advisor’s prior written consent.

7. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.
8. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the Issuer’s determination whether to precede with a course of action or that form the basis for any advice provided by Municipal Advisor to the Issuer. The rule also requires that

Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on the Issuer's behalf. Issuer agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Issuer agrees that, to the extent the Issuer seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, the Issuer will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

II. UNDERTAKINGS BY THE ISSUER

1. The Issuer will make available to the Municipal Advisor financial data and information concerning the Issuer's fiscal operation.
2. The Issuer will work with bond counsel who will issue an approving legal opinion to accompany the issuance of the Bonds/Notes, and also with appropriate Issuer's local legal counsel with respect thereto. Additionally, the Issuer will either retain or work with counsel to advise it as to the adequacy of disclosure of the Offering Documents or other official documents relating to the Bonds/Notes.

III. PAYMENT TO THE MUNICIPAL ADVISOR

1. For performance of the services set forth herein, the Issuer will compensate the Municipal Advisor a fee of \$20,000.00 payable upon the issuance of the Series A, 2024 General Obligation Temporary Notes and a fee of \$15,000.00 payable upon the issuance of the Series 2024-A General Obligation Bonds.
2. The Issuer agrees to promptly pay the Municipal Advisor fee described herein upon closing of the Bonds/Notes and upon receiving an invoice from the Municipal Advisor.

IV. PAYMENT OF COSTS OF ISSUANCE

The Issuer shall be responsible for payment of all the costs of issuing the Bonds/Notes, including, but not necessarily limited to, the following:

- a. Printing, posting, and any other means of distribution or dissemination of the Preliminary and Final Official Statement;
- b. Fees of the Ratings Agency for assignment of a note rating;
- c. Paying Agent fees and expenses;
- d. Attorney General review fee;
- e. CUSIP fee;
- f. Bond Counsel and Local Counsel Fees;
- g. Underwriting Discount, if any; and
- h. Bond Insurance Premiums, if any.

V. GENERAL PROVISIONS

1. The Issuer understands and acknowledges that the Municipal Advisor or its affiliates may have trading and other business relationships with bidders for the sale of the Bonds/Notes or other participants in the proposed transaction. Additionally, the Municipal Advisor or its affiliates may have trading and other business relationships with potential purchasers of the Obligations. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which Municipal Advisor may have, among other things,

an economic interest. Notwithstanding the foregoing, Municipal Advisor will not receive any compensation with respect to the issuance of the Obligations other than as disclosed above. Municipal Advisor is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of the Municipal Advisor's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining Municipal Advisor's responsibilities to the Issuer.

2. Both parties acknowledge and agree that the Municipal Advisor is acting solely as a financial advisor to the Issuer with respect to the Bonds/Notes identified above; Municipal Advisor's engagement by the Issuer is limited to providing financial advisory services to the Issuer with respect to the Bonds/Notes and the Municipal Advisor is not a fiduciary of any other party to the transaction. The Municipal Advisor will not (1) provide any assurances that any investment made in connection with the Bonds/Notes or otherwise during its engagement is the best possible investment available for the Issuer's situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable to any party if any of the Bonds/Notes or an investment fails to close or for default of same. Municipal Advisor's limited engagement terminates upon the settlement date of the Bonds/Notes and Municipal Advisor shall have no further duties or obligations thereafter.
3. MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to the Issuer as Exhibit A to this Agreement.
4. The Municipal Advisor agrees to assist the Issuer as provided only on the basis that it is expressly understood and agreed that the Municipal Advisor assumes no responsibility to the Issuer or any person for the accuracy or completeness of any information contained in any Preliminary Official Statement or Final Official Statement issued in connection with the Obligations.
5. Unless terminated earlier as provided below, the term of this Agreement shall end upon the close of business on the date of issuance of the Bonds/Notes. This Agreement may be terminated by either party hereto with ten (10) business days prior written notice to the other. In the event of such termination, whether by either party hereto, the Municipal Advisor shall promptly submit for payment, and Issuer shall promptly pay, a final bill for the payment of all unpaid fees, if any, then due and owing. Furthermore, it is understood by all parties hereto, that if the Bonds/Notes are not issued and closed, the Issuer is under no obligation to pay the Municipal Advisor fee set forth herein. Other than the foregoing, neither party shall incur any liability to the other arising out of the termination of this Agreement. However, this Article 5 shall survive any such termination.
6. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Issuer. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Obligation or municipal financial product (hereinafter, "Product") or otherwise relating to the tax treatment of any Obligation or Product, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this

paragraph or elsewhere in this Agreement shall constitute a waiver by Issuer of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c) (1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder. The Issuer hereby covenants and agrees that it will indemnify and hold harmless the Municipal Advisor, its parent and affiliates, and each of the foregoing entities' officers, directors, employees and agents (the "Municipal Advisor Indemnitees") against any and all losses, claims, demands, damages or liabilities of any kind whatsoever, arising from or out of the acts, omissions or doings of the Issuer, its representatives, employees or agents, or in any way relating to the financings or other matter within the purview of this Agreement, whether pursuant to statute or at common law or otherwise (hereinafter, "Claims"), and will reimburse each of the Municipal Advisor Indemnitees for any legal or other expense reasonably incurred by it in connection with investigating or defending any such Claims or actions or proceedings arising from such Claims, whether or not resulting in any liability.

7. This Agreement embodies all the terms, agreements, conditions and rights contemplated and negotiated by the Issuer and the Municipal Advisor, and supersedes any and all discussions and understandings, written or oral, between Issuer and Municipal Advisor regarding the subject matter hereof. Any modifications and/or amendments must be made in writing and signed by both parties.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without reference to its conflicts of law principles.
9. Any dispute arising out of this Agreement or the performance hereof shall be resolved in binding arbitration before the American Arbitration Association, pursuant to its commercial arbitration rules. Each party, to the fullest extent permitted by law, knowingly, voluntarily and intentionally waives its right to a jury trial in any action or other legal proceeding arising out of or relating to this Agreement or the performance hereof.
10. This Agreement shall be binding upon and inure to the benefit of the Issuer and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
11. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS AGREEMENT to be signed and sealed by their respective authorized officers.

CITY OF MULVANE, KANSAS

By: _____

Name: _____

Title: _____

Date: _____

RAYMOND JAMES & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Gregory M. Vahrenberg". The signature is fluid and cursive, with a long, sweeping tail on the final letter.

Gregory M. Vahrenberg
Managing Director

Dated: July 25, 2024

Exhibit A
Disclosure Letter for Municipal Advisor Agreement

City of Mulvane, Kansas

This letter is provided under new Municipal Securities Rulemaking Board (MSRB) Rule G-42 in connection with our engagement as financial advisor and municipal advisor under the Municipal Advisor Agreement to which this letter is attached (the "Agreement") between **Raymond James & Associates, Inc.** ("Raymond James") and the City of Mulvane, Kansas (the "Client"). This letter will serve as written documentation required under MSRB Rule G-42 of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship.

1. Scope of Services. (a) ***Services to be provided.*** The scope of services with respect to Raymond James's engagement with the Client is as provided in the Agreement (the "Scope of Services").

(b) ***Limitations on Scope of Services.*** The Scope of Services is subject to such limitations as may be provided in the Agreement.

(c) ***IRMA status.*** If the Client has designated Raymond James as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the Scope of Services is not deemed to be expanded to include all actual or potential issuances of municipal securities or municipal financial products merely because Raymond James, as IRMA, reviews a third-party recommendation relating to a particular actual or potential issuance of municipal securities or municipal financial product not otherwise considered within the Scope of Services. Raymond James is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Raymond James requests that the Client provide to it, for review, any written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) that references Raymond James, its personnel and its role as IRMA. In addition, Raymond James requests that the Client not represent, publicly or to any specific person, that Raymond James is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, not within the Scope of Services without first discussing such representation with Raymond James.

2. Raymond James's Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Raymond James make a reasonable inquiry as to the facts that are relevant to the Client's determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Raymond James to the Client. The rule also requires that Raymond James undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Raymond James is also required under the rule to use reasonable diligence to know the essential facts about the Client and the authority of each person acting on the Client's behalf.

Accordingly, Raymond James will seek the Client's assistance and cooperation, and the assistance and cooperation of Client's agents, with the carrying out by Raymond James of these regulatory duties, including providing to Raymond James accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent the Client seeks to have Raymond James provide advice with regard to any recommendation made by a third party, Raymond James requests that the Client provide to Raymond James written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Term. The term of Raymond James's engagement as municipal advisor and the terms on which the engagement may be terminated are as provided in the Agreement. In addition, we understand that our

engagement may be terminated with or without cause by either party. In case of any termination, we believe that the terminating party should endeavor to provide reasonable notice of such termination to the other party so as to permit an orderly transition.

4. **Compensation.** The form and basis of compensation for Raymond James's services as municipal advisor are as provided in the Agreement.

5. **Required Disclosures.** MSRB Rule G-42 requires that Raymond James provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) ***Disclosures of Conflicts of Interest.*** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Raymond James makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Raymond James addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Raymond James mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Raymond James to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to Raymond James's financial or other interests. In addition, because Raymond James is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Raymond James is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity and quality of service. Furthermore, Raymond James's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Raymond James potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. **Compensation-Based Conflicts.** The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Raymond James of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Raymond James. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Raymond James may suffer a loss. Thus, Raymond James may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

II. **Other Municipal Advisor or Underwriting Relationships.** Raymond James serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Raymond James serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Raymond James could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of

municipal securities by other municipal entities, the interests of Raymond James to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Raymond James serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Raymond James's ability to fulfill its regulatory duties to the Client.

III. Broker-Dealer and Investment Advisory Business. Raymond James is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, personnel of the Client, and current or potential investors in the securities of the Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities, and the interests of such other clients could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Raymond James effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Raymond James to the Client under this Agreement.

IV. Secondary Market Transactions in Client's Securities. Raymond James, in connection with its sales and trading activities, may take a principal position in securities, including securities of the Client, and therefore Raymond James could have interests in conflict with those of the Client with respect to the value of the Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, Raymond James or its affiliates may submit orders for and acquire the Client's securities issued in an issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with the Client in that it could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing of the Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Raymond James to the Client under this Agreement.

(b) **Disclosures of Information Regarding Legal Events and Disciplinary History.** MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Raymond James sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event

Raymond James discloses the following legal or disciplinary events that may be material to the Client's evaluation of Raymond James or the integrity of Raymond James's management or advisory personnel: We are not aware of any such events.

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. If any of the above DRPs provides that a DRP has been filed on Form ADV, BD, or U4 for the applicable event, information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 705.

II. How to Access Form MA and Form MA-I Filings. Raymond James's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=000 072 4743](http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=000%20072%204743). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 705.

III. Most Recent Change in Legal or Disciplinary Event Disclosure. Raymond James has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(c) **Future Supplemental Disclosures.** As required by MSRB Rule G-42, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Raymond James. Raymond James will provide the Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

(d) **MSRB Rule G-10 Required Disclosures.** Raymond James & Associates, Inc. is registered with and subject to the rules and regulations of the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). Both the SEC and the MSRB publish websites containing information and resources designed to educate investors. In addition to educational materials about the municipal securities market and municipal securities market data, the MSRB website includes an investor brochure describing protections that may be provided by MSRB rules, including how to file a complaint with the appropriate regulatory authority. For more information, visit www.sec.gov and www.msrb.org.

Raymond James & Associates, Inc.



Gregory M. Vahrenberg
Managing Director
August 20, 2024

CITY COUNCIL MEETING
September 4, 2024

TO: Mayor and City Council
FROM: Bond Counsel, Triplett Woolf Garretson, LLC
SUBJECT: Resolution authorizing the public sale of approximately \$5,045,000 City of Mulvane, Kansas, General Obligation Temporary Notes, Series A, 2024 and approximately \$4,870,000 City of Mulvane, Kansas, General Obligation Bonds, Series A, 2024

AGENDA: Action

Background:

The proposed resolution authorizes the public sale of approximately \$5,045,000 General Obligation Temporary Notes, Series 2024 (the “Notes”) on October 7, 2024, at 10:00 a.m. for the purpose of temporarily financing a portion of the (1) Harvest Point Water Improvements Phase 1, Harvest Point Sewer Improvements Phase 1, Harvest Point Street Improvements Phase 1, Harvest Point Storm Sewer Improvements Phase 1, and Harvest Point Mass Grading & Detention Pond Improvements Phase 1 as authorized by Resolution No. 2023-5, as amended by Resolution No. 2024-3 (collectively, the “Harvest Point Improvements”), and (2) Emerald Valley Second Water Line Improvements, Emerald Valley Second Water Transmission Line Improvements, Emerald Valley Second Sewer Improvements, Emerald Valley Second Street Improvements, Emerald Valley Second Storm Sewer Improvements, and Emerald Valley Second Mass Grading & Pond Improvements (collectively, the “Emerald Valley 2nd Addition Improvements”) which was authorized by Resolution considered at the meeting on June 17, 2024.

The proposed resolution also authorizes the public sale of approximately \$4,870,000 General Obligation Bonds, Series A, 2024 (the “Bonds”) on October 7, 2024, at 10:00 a.m. for the purpose of financing a portion of certain sewer lines, demo existing Reinforced Concrete Boxes, and construct new Reinforced Concrete Boxes and curb and gutter in the City, electric turbine refurbishment and electric substation improvements) (the “Bond Project”) which was authorized by Ordinance Nos.1588 and 1589 considered at the meeting on August 19, 2024.

Bond Counsel has prepared the Resolution authorizing the public sale of the Notes and Bonds for the City of Mulvane, Kansas’s (the “City”) consideration. The City Attorney will be present at the meeting to answer any questions.

Financial Considerations:

The Notes will be retired from the proceeds of general obligation bonds which will ultimately be issued to pay the costs of the Harvest Point Improvements and Emerald Valley 2nd Addition Improvements. Special assessments will be levied against the benefited properties in the Emerald Valley Estates 2nd Addition and the Harvest Point, following completion and acceptance of the Improvements to pay all the principal and interest on the bonds. The City-at-Large is expected to pay 5% of the water improvements and 22% of the 12” water transmission lines of the Emerald Valley 2nd Addition Improvements, although the full faith and credit of the City will be pledged to pay the Bonds. In the event the landowner(s) fail to pay all or any portion of the special assessments, the City will be authorized to draw on letters of credit provided by the developers of the Harvest Point Addition and Emerald Valley Estates 2nd Addition to make payments on the Bonds. Special assessments constitute a “tax lien” on real property that must be discharged or paid before the landowner can realize upon any equity.

The Bonds will be payable from the City's general ad valorem taxes.

Legal Considerations:

The City Council has the authority to adopt the Resolution in order to authorize the public sale of the Notes and Bonds.

Recommendation:

City Staff is recommending adoption of the Resolution authorizing the sale of the Notes and Bonds as prepared.

Action/Sample Motion:

I move that we adopt Resolution No. 2024-8 authorizing the public sale of temporary notes in an amount of approximately \$5,045,000 and general obligation bonds in an amount of approximately \$4,870,000.

RESOLUTION NO. 2024-8

A RESOLUTION OF THE CITY OF MULVANE, KANSAS AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF THE CITY'S (I) GENERAL OBLIGATION TEMPORARY NOTES, SERIES A, 2024 IN A TOTAL PRINCIPAL AMOUNT OF APPROXIMATELY \$5,045,000 AND (II) GENERAL OBLIGATION BONDS, SERIES A, 2024 IN A TOTAL PRINCIPAL AMOUNT OF APPROXIMATELY \$4,870,000; SETTING FORTH THE DETAILS OF SAID PUBLIC SALE; AND PROVIDING FOR THE GIVING OF NOTICE THEREOF.

WHEREAS, the governing body of the City of Mulvane, Kansas (the "City") has previously authorized certain capital improvements in the City under the authority of K.S.A. 12-6a01 *et seq.*, K.S.A. 12-617 to 12-618, K.S.A. 12-631r *et seq.*, Article 12, Section 5 of the Kansas Constitution and Charter Ordinance No. 31 of the City and other applicable laws of the state of Kansas and has authorized the payment of all or a portion of the costs of the improvements from proceeds of general obligation bonds of the City; and

WHEREAS, the City is authorized by the provisions of K.S.A. 10-123 *et seq.*, as amended and supplemented, to sell, issue and deliver its general obligation temporary notes for the purpose of temporarily financing such improvements.

WHEREAS, the City is authorized by the provisions of K.S.A. 10-101 *et seq.*, as amended and supplemented, to issue and deliver its general obligation bonds as aforesaid, and is required to sell such general obligation bonds at public sale when the principal amount thereof exceeds \$2,000,000; and

WHEREAS, the governing body hereby finds and determines it to be necessary at this time to authorize and provide for the public sale of general obligation bonds and general obligation temporary notes of the City

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

SECTION 1. Authorization of Public Sale. The City's (i) General Obligation Temporary Notes, Series A, 2024, in the principal amount of approximately \$5,045,000 (the "Notes") and (ii) General Obligation Bonds, Series A, 2024 in the principal amount of approximately \$4,870,000 (the "Bonds"), are authorized and directed to be offered at competitive public sale on Monday, October 7, 2024 at City Hall, 211 N. 2nd, Mulvane, Kansas 67110 or on such other date approved by the Mayor that is also the date of a City Council meeting. The public sale will be held at 6:00 P.M., Central Time, on that same day at City Hall, 211 N. 2nd, Mulvane, Kansas 67110 at which time and place the bids will be publicly disclosed, compared and tabulated, and the governing body will determine the best bid and award the Notes and Bonds. The Bonds will be authorized by and issued under an Ordinance to be adopted by the governing body immediately after the awarding of the Bonds. The Notes will be authorized

by and issued under a Resolution to be adopted by the governing body immediately after the awarding of the Notes.

SECTION 2. Authorization of Summary Notice of Bond Sale and Publication. It is hereby further found and determined to be necessary and it is hereby further authorized ordered and directed, that a Summary Notice of Bond Sale shall be prepared for the City by Triplett Woolf Garretson, LLC, Wichita, Kansas, the City's Bond Counsel ("Bond Counsel"); and that such Summary Notice of Bond Sale shall be published one time as required by law on a date which shall be at least six (6) days prior to the date of the public sale, in a newspaper of general circulation in the county in which the City is located and in *The Kansas Register*, the official newspaper of the State of Kansas.

SECTION 3. Authorization of Sale Notice and Bid Form. Triplett Woolf Garretson, LLC, Wichita, Kansas, the City's Bond Counsel ("Bond Counsel") is authorized to prepare a Bid Form for the Notes and Bonds and a notice of sale and Raymond James & Associates, Inc., Leawood, Kansas, the City's Municipal Advisor ("Municipal Advisor") is authorized to prepare a Preliminary Official Statement and a final Official Statement describing the City, the Notes and the Bonds. The City's Municipal Advisor is authorized and directed to distribute the Notice of Note Sale and Preliminary Official Statement to prospective bidders for the Notes and Bonds. The appropriate officers of the City are authorized, if requested, to provide letters or certifications deeming the information in the Preliminary Official Statement "final" for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1).

SECTION 4. Authorization of Additional Actions as Required. The officers and representatives of the City, including the Mayor, City Clerk, City Administrator, Bond Counsel and Municipal Advisor are further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

SECTION 5. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED by the governing body of the City of Mulvane, Kansas on the 4th day of September, 2024.

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Mulvane, Kansas met in regular session at the usual meeting place in the City on September 4, 2024 at 6:00 p.m., with Mayor Brent Allen presiding, and the following members of the governing body present:

and the following members absent:

A Resolution was presented entitled:

A RESOLUTION OF THE CITY OF MULVANE, KANSAS, AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF THE CITY'S (I) GENERAL OBLIGATION TEMPORARY NOTES, SERIES A, 2024 IN A TOTAL PRINCIPAL AMOUNT OF APPROXIMATELY \$5,045,000 AND (II) GENERAL OBLIGATION BONDS, SERIES A, 2024 IN A TOTAL PRINCIPAL AMOUNT OF APPROXIMATELY \$4,870,000; SETTING FORTH THE DETAILS OF SAID PUBLIC SALE; AND PROVIDING FOR THE GIVING OF NOTICE THEREOF.

The Resolution was considered and discussed; and on motion of _____, seconded by _____, the Resolution was adopted by a majority vote of the members present and it was assigned No. 2024-8.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of the September 4, 2024 meeting of the governing body of the City of Mulvane, Kansas.

[seal]

Debra M. Parker, City Clerk

**CITY COUNCIL MEETING
MULVANE, KANSAS
September 4, 2024**

TO: Mayor and City Council
SUBJECT: West Main Street Drainage Improvements
FROM: City Engineer - Young & Associates, PA
AGENDA: Review and Approve Construction Agreement and Issue a Approve Notice to Proceed

Background:

In February of 2024, staff direct the City Engineer to move forward with bidding the West Main Street Drainage project. This project will replace the existing storm sewer inlet (shown below) located NW of the Empire Taco building on W Main. Bid documents were completed in April and the project was placed on hold until after the 2024 Old Settlers Festival.

Analysis:

Bid advertisements were distributed to prospective bidders on July 16th and on August 13th the project was bid. The low bid was received from Wildcat Const. Co., Inc. A Notice of Award to Wildcat was approved by the City Council at their August 19th meeting.

Contract documents including the construction agreement, bonds and insurance certificate were sent to the City on August 22nd. Shop drawings have been submitted and a preconstruction meeting is being scheduled with the Contractor and City staff for the week of August 26th. The Contractor anticipates beginning field work on September 9th.



219 W. Main (photo taken during the Empire Taco building remodel in 2019)

Financial Considerations:

In 2019, the total project costs were estimated to range from \$75,000 to \$125,000. Construction cost opinions were updated in 2024 to \$77,347. The low construction bid, submitted by Wildcat Const., is \$73,869.00. Financing the proposed drainage improvements will be from the recent sales tax for “drainage projects”.

Legal Considerations:

Per City Attorney.

Recommendation/Action:

City staff recommends approving a construction agreement and Notice to Proceed with Wildcat Construction Co., Inc., as outlined in the following sample motions:

Sample Motion No. 1

I move the City enter into a construction agreement with Wildcat Construction Company, Inc. in the amount of \$73,869.00 for the West Main Street Drainage project and authorize the Mayor to sign.

Sample Motion No. 2

I move the City issue a Notice to Proceed with Wildcat Construction Company, Inc. and authorize the Mayor to sign.

August 19, 2024

Christopher Young
Young & Associates PA
100 S Georgie
Derby KS 67037-1418

Re: West Main Street Drainage Improvements
City of Mulvane, Sedgwick-Sumner County, Kansas

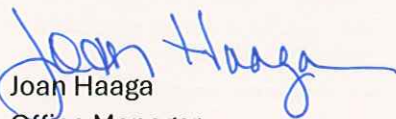
Dear Mr. Young:

Enclosed please find the following relating to the referenced project:

- Three originals of the Agreement, signed;
- Three sets of Performance, Payment and Statutory Bonds, signed/filed;
- Receipt from Sedgwick County District Court for stat bond filing;
- Authority to Date Bonds and Powers of Attorney; and
- Project Specific Certificate of Insurance

We look forward to working with you and the City of Mulvane on this project. Please let us know if you have any questions.

Sincerely,


Joan Haaga
Office Manager
Enclosures

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between **CITY OF MULVANE, KANSAS** (hereinafter called OWNER) and **WILDCAT CONSTRUCTION COMPANY, INC.** (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall furnish all work as specified or indicated in the Contract Documents. The Work to be furnished is generally described as follows:

**WEST MAIN STREET DRAINAGE IMPROVEMENTS, CITY OF MULVANE,
SEDGWICK-SUMNER COUNTY, KANSAS.**

Article 2. ENGINEER

The work has been prepared by **Young & Associates, PA, 100 South Georgie, Derby, KS 67037.**

Article 3. CONTRACT TIME

- 3.1 The WORK is to be substantially completed within the number of calendar days indicated by the BIDDER in Section 00300 – Bid Form, Paragraph 6, from the date when the contract time commences to run, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed by the deadline and ready for acceptance by the OWNER within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize that the timely performances of services by other parties involved in OWNER'S project are materially dependent upon CONTRACTOR'S specific compliance with the requirements of Paragraph 3.1. Further, they recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental and any other losses or damages) suffered by OWNER if complete acceptable Work is not completed on time. Accordingly, and instead of requiring proof of such losses or damages,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER THREE HUNDRED DOLLARS (\$300.00) for each calendar day that expires after the time specified in Paragraph 3.1 for completion of acceptable Work.

Article 4. CONTRACT PRICE

4.1 OWNER will pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Contractor's Unit Price Bid as attached.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for payment in accordance with Article 14 of the General Conditions, Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment, which have been recommended by the ENGINEER and submitted to OWNER prior to the 1st day of each month, on or about the 20th day of each month during construction as provided below. All progress payments will be on the basis of the Work measured in place by the schedule of values established in Paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in the amount of ninety (90) percent of the value of the completed work. The remaining ten (10) percent will be withheld from each payment until the project is completed, upon which the final payment of 100 percent will be paid if the project is completed and accepted by the City.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER will pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.13.

Article 6. INTEREST

All moneys not paid within thirty (30) days of when due, as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has studied carefully all physical conditions which are identified on the plans.
- 7.3 CONTRACTOR has the responsibility to satisfy himself as to any explorations, subsurface tests, reports, or investigations of the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.4 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (Pages 00500-1 through 00500-5 inclusive)
- 8.2 Exhibits to this Agreement.
- 8.3 Performance Bond, Payment Bond, and Statutory Bond, consisting of 8 pages.
- 8.4 General Conditions, consisting of 64 pages.
- 8.5 Special Conditions, consisting of 2 pages.

8.6 Specification bearing the title:

**WEST MAIN STREET DRAINAGE IMPROVEMENTS, CITY OF
MULVANE, SEDGWICK-SUMNER COUNTY, KANSAS.**

8.7 Drawings, consisting of sheets bearing the following titles:

WEST MAIN STREET DRAINAGE IMPROVEMENTS

<u>Sheet No.</u>	<u>Sheet Name</u>
1.	Title Sheet
2.	Demolition Plan and General Notes
3.	Paving and Grading Plan
4.	Miscellaneous Details
5.	Storm Water Sewer Inlet Details, Type 1/1A Double Throated Inlet

8.8 Addendum No's _____

8.9 CONTRACTOR'S Bid (pages 00300-1 to 00300-8, inclusive).

8.10 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to N/A, inclusive).

8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendment and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.4 and 3.5 of the General Conditions

8.12 The documents listed in Paragraphs 8.2 above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraphs 3.4 and 3.5 of the General Conditions.

Article 9. MISCELLANEOUS

9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meaning indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due

may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenant, agreements, and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER, and ENGINEER on their behalf.

This Agreement will be effective on _____, 20__.

OWNER: THE CITY OF MULVANE, KANSAS

By: _____
Brent Allen, Mayor

ATTEST: _____
Debra Parker, City Clerk

Address for giving notices:

211 N. Second Ave.
Mulvane, Kansas 67110

CONTRACTOR: Wildcat Construction Co., Inc.

By: Alan G. Farrington
Alan G. Farrington Vice President

ATTEST: Meredith Hauge

Address for giving notices:

PO Box 9163
Wichita KS 67277

Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

- d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraphs 4.2.1. and 4.2.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- e. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Document with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3.1 of the General Conditions.
- f. BIDDER has correlated the results of such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- g. BIDDER has given ENGINEER written notice of all conflict, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all Work described in the contract documents for the following unit prices or lump sum.

Note: Bids shall include all applicable sales taxes and fees.
For tax-exempt status, see Section 01060.

WEST MAIN STREET DRAINAGE IMPROVEMENTS:

Item No.	Approx. Quantity	Unit	Item Description	Unit Price	Amount
1.	1	LS	Remove Existing Curb Inlet, complete in place per lump sum	\$ 1200.00	\$ 1200.00
2.	74	LF	Remove Existing Storm Sewer Pipe, complete in place per linear foot.	\$ 9.00	\$ 666.00
3.	128	SY	Remove Existing Asphaltic Concrete Pavement, complete in place per square yard.	\$ 38.00	\$ 4864.00
4.	18	LF	Remove Existing Concrete Curb & Gutter, complete in place per linear foot.	\$ 17.00	\$ 306.00
5.	534	SF	Remove Existing Concrete Sidewalk, complete in place per square foot.	\$ 1.00	\$ 534.00
6.	1	EA	Type 1/1A Double Throated Inlet, complete in place per each.	\$ 7820.00	\$ 7820.00
7.	7	LF	8" Storm Sewer Pipe, complete in place per linear foot.	\$ 75.00	\$ 525.00
8.	67	LF	12" Storm Sewer Pipe, complete in place per linear foot.	\$ 85.00	\$ 5695.00
9.	8	LF	Concrete Curb & Gutter, complete in place per linear foot.	\$ 189.00	\$ 1512.00

Item No.	Approx. Quantity	Unit	Item Description	Unit Price	Amount
10.	609	SF	5" Concrete Flume on 6" Crushed Rock Sub-Grade, complete in place per square foot.	\$ 17.00	\$ 10353.00
11.	56	SY	6" Asphaltic Concrete Pavement on 8" Crushed Rock Sub-Grade, complete in place for per square yard.	\$ 130.00	\$ 7280.00
12.	477	SF	5" Concrete Sidewalk, complete in place for per square foot.	\$ 10.00	\$ 4770.00
13.	11	LF	Steel Handrail, complete in place for per linear foot.	\$ 500.00	\$ 5500.00
14.	12	LF	Excavatable Flowable Mortar Fill, complete in place for per linear foot.	\$ 102.00	\$ 1224.00
15.	66	LF	Flushed and Vibrated Sand Backfill, complete in place for per linear foot.	\$ 25.00	\$ 1650.00
16.	1	LS	Site Clearing and Restoration, complete in place per lump sum.	\$ 19970.00	\$ 19970.00
TOTAL BASE BID					\$ 73869.00

5. Quantities are not guaranteed. Final payment will be based on actual quantities.

6. BIDDER agrees that the work will be substantially complete within Thirty (30) calendar days, and completed and ready for final payment in accordance with Article 14 of the General Conditions on or before the dates, or within the number of calendar days indicated herewith.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

7. The following are attached to and made a condition of this Bid:

a. Required Bid Security in the form of 5% Bid Bond.

- b. A tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid.
- c. Required BIDDER'S Qualification Statement with supporting data.
- d. (Add other documents as pertinent).

8. Communications concerning this Bid shall be addressed:

Alan G. Farrington, alan.farrington@wildcat.net

9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

10. To evaluate the BIDDERS qualifications for acceptance on this project, the OWNER requires the following:

a. Previous experience of similar construction detail completed in the past five (5) years. List five (5) projects including work performed by BIDDER.

1. City of Maize Maize Road Crosswalk 2020, Concrete Paving & grading
2. City of Andover 159th Sanitary Sewer 2020, Utility Work
3. CoW Valve Replacement 21st & Hillside, 2021. Utility work
4. Wesley Woodlawn Hospital Water Meter Vault, 2023. Valve Replacement & Patching
5. CoW, West Str - Harry to Pawnee. Utility, Earthwork, and Concrete Paving.

b. List of all Subcontractors to be used on this Project.

Subcontractor's Name	Type of Work
----------------------	--------------

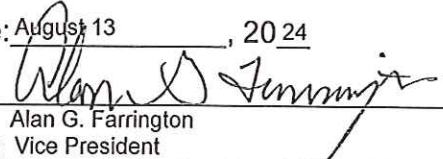
None.	

- c. Provide a description of BIDDERS approach to completing the work, including, but not limited to, construction sequencing, traffic control and equipment/material storage.

Perform the work per plan and specification.

This report is an integral part of the proposal and must be submitted with Bid.

Date: August 13, 2024

By: 
Alan G. Farrington

Title: Vice President

CERTIFICATIONS:

I CERTIFY THAT I AM AUTHORIZED TO REPRESENT THE CONTRACTOR IN PREPARING AND PRESENTING THIS PROPOSAL. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING (INCLUDING BUT NOT LIMITED TO THE INFORMATION CONTAINED IN THE REQUIRED CONTRACT PROVISIONS REFERENCED ABOVE) IS TRUE AND CORRECT.

SUBMITTED ON August 13, 2024.
IF BIDDER IS:

A CORPORATION

By: Wildcat Construction Co., Inc. (Seal)
(Corporation Name)
Alan G. Farrington
(Name of person authorized to sign)
Vice President
(Title)

ATTEST: Meredith Hays
Asst.(Secretary)

Business address: 3219 W. May St.

Wichita, KS 67213

Phone No.: 316-945-9408

A PARTNERSHIP

By: NA (Seal)
(Firm Name)
(General Partner)

Business address: _____

Phone No.: _____

A JOINT VENTURE

By: NA
(Name)

Business address: _____

Phone No.: _____

By: _____
(Name)

Business address: _____

Phone No.: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

An INDIVIDUAL

By: NA (SEAL)
(Individual's Name)

Doing business as: _____

Business address: _____

Phone No.: _____

OFFICIAL RECEIPT
State of Kansas- Sedgwick County District Court

Payor
 Wildcat Construction Company, Inc.

Receipt No.
SG-2024-011511

Transaction Date
 08/19/2024

Description	Amount Paid	
Wildcat Construction Company, Inc. SG-2024-SB-000222 In the Matter of the Statutory Bond of Wildcat Construction Company, Inc. and The City Of Mulvane Statutory Bond Docket Fee SUBTOTAL Remaining Balance Due: \$0.00	 <u>36.00</u> 36.00	
	Convenience Fee <u>0.86</u> PAYMENT TOTAL 36.86	
	Credit/Debit Card (Ref #15801677985) Tendered <u>36.00</u> Total Tendered 36.00 Change <u>0.00</u>	
08/19/2024 02:10 PM	Cashier Station SG004CV	Audit 54860664

OFFICIAL RECEIPT



August 15, 2024

The City of Mulvane
211 N. Second Ave.
Mulvane, KS 67110

Re: Wildcat Construction Co., Inc.
Bond No. 108106648
Project: West Main Street Drainage Improvements, City of Mulvane, Sedgwick-Summer
County, Kansas
Bond Amount: \$73,869.00

To Whom It May Concern:

This letter will serve as your authority to date the Bonds and the Powers of Attorney on the above captioned project.

Very truly yours,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Mary T. Flanigan
Attorney-in-Fact

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that WILDCAT CONSTRUCTION COMPANY, INC., hereinafter called Principal, and

Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

**THE CITY OF MULVANE
211 N. SECOND AVE.
MULVANE, KANSAS 67110**

Hereinafter called OWNER, in the penal sum of SEVENTY-THREE THOUSAND EIGHT HUNDRED SIXTY-NINE DOLLARS and 00/100 (\$73,869.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

**WEST MAIN STREET DRAINAGE IMPROVEMENTS, CITY OF MULVANE,
SEDGWICK-SUMNER COUNTY, KANSAS**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demand incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the

SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST: Wildcat Construction Co., Inc.
Principal

Meredith Haaga By Meredith Haaga (s)
Asst Principal Secretary

(SEAL)

Adam Starnes
(Witness as to Principal)

P.O. Box 9163
(Address)

Wichita, KS 67277-0163

Surety

ATTEST: Travelers Casualty and Surety Company of America

Kellie A. Meyer By
Witness as to Surety
Kellie A. Meyer, Witness

Mary T. Flanigan
Mary T. Flanigan, Attorney-in-Fact

444 W. 47th Street, Suite 900
Address

One Tower Square
Address

Kansas City, MO 64112-1906

Hartford, CT 06183 (860) 277-0111

NOTE: Date of BOND must not be prior to date of Agreement.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that Wildcat Construction Company, Inc., a Corporation hereinafter called Principal and

Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

**THE CITY OF MULVANE
211 N. SECOND AVE.
MULVANE, KANSAS 67110**

Hereinafter called OWNER, in the penal sum of SEVENTY-THREE THOUSAND EIGHT HUNDRED SIXTY-NINE DOLLARS and 00/100 (\$73,869.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

**WEST MAIN STREET DRAINAGE IMPROVEMENTS, CITY OF MULVANE,
SEDGWICK-SUMNER COUNTY, KANSAS**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the

SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Wildcat Construction Co., Inc.
Principal

Meredith Haaga
Asst (Principal) Secretary

(SEAL)

By Meredith Haaga (s)

P.O. Box 9163
(Address)

Wichita, KS 67277-0163

Alan D. Janning
Witness as to Principal

PO Box 9163
(Address)

Wichita KS 67277

ATTEST:

Travelers Casualty and Surety Company of America

Surety
By Mary T. Flanigan
Attorney-in-Fact Mary T. Flanigan
One Tower Square

Kellie A. Meyer
Witness as to Surety Kellie A. Meyer, Witness

444 W. 47th Street, Suite 900, Kansas City, MO 64112-1906
Address

Hartford, CT 06183 (860) 277-0111
Address

NOTE: Date of BOND must not be prior to date of Agreement.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.



Bond No. 108092234

ELECTRONICALLY FILED

08/19/2024 2:09:21 PM Central Standard Time

CLERK OF THE SEDGWICK COUNTY DISTRICT COURT

CASE NUMBER: SG-2024-SB-000222

STATUTORY BOND

SG-2024-SB-222

WEST MAIN STREET DRAINAGE IMPROVEMENTS, CITY OF MULVANE, SEDGWICK-SUMNER COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS, that we, WILDCAT CONSTRUCTION COMPANY, INC. as CONTRACTOR, and Travelers Casualty and Surety Company of America with General Offices in the City of Hartford, CT a Corporation organized under the laws of the State of CT and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the STATE OF KANSAS, in the penal sum of SEVENTY-THREE THOUSAND EIGHT HUNDRED SIXTY-NINE DOLLARS and 00/100 (\$73,869.00) lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said CONTRACTOR has on the _____ day of _____ entered into contract with the aforesaid OWNER for furnishing all tools, equipment, materials and supplies, performing all labor, and constructing public improvements described in the said Contract, all in accordance with specifications and other contract documents on file in the office of:

THE CITY OF MULVANE
211 N. SECOND AVE.
MULVANE, KANSAS 67110

NOW THEREFORE, if the said CONTRACTOR shall pay all indebtedness incurred for supplies, materials, or labor furnished, used or consumed in connection with, or in or about the construction or making of, the above described improvement, including gasoline, lubricating oils, fuel oil, grease, coal and similar items used or consumed directly in furtherance of such public improvement, this obligation shall be void; otherwise it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the specifications.

The said Surety further agrees that any person to whom there is due any sum for labor or material furnished, as hereinbefore stated or said person's assigns, may bring action on this bond for the recovery of said indebtedness: PROVIDED, that no action shall be brought on said bond after six months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said CONTRACTOR has hereunto set his hand, and the said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do at

Wichita, KS / Kansas City, MO

on this _____ day of _____, 20__.

Wildcat Construction Co., Inc.

CONTRACTOR

By Alan G. Farrington (Seal)

Alan G. Farrington
Vice President

Official Title

Travelers Casualty and Surety Company of America

SURETY COMPANY

By Mary T. Flanigan

Attorney-in-Fact, Mary T. Flanigan

By Kellie A. Meyer

State Representative, Kellie A. Meyer

1. Do Not Date
2. (Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond).
3. Extra copy to be filed in WICHITA, SEDGWICK COUNTY, KANSAS with Clerk of District Court. Provide receipt to Mulvane City Clerk's Office.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MARY T FLANIGAN** of **KANSAS CITY**, Missouri, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

THE CITY OF MULVANE AND YOUNG & ASSOCIATES, PA AND ANY OTHER, IF ANY, IF REQUIRED BY SIGNED, WRITTEN CONTRACT ARE ADDITIONAL INSURED ON GENERAL LIABILITY, ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY SIGNED, WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON ALL LIABILITY COVERAGES IF REQUIRED BY SIGNED, WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

WILDCAT CONSTRUCTION CO., INC.; 1329111



20840142

THE CITY OF MULVANE AND YOUNG
211 N. SECOND AVE.,
MULVANE, KS 67110

Dear Valued Client:

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **20840142**. **You must reference this Certificate ID number in order for us to complete this process.**

- **Certificate ID: 20840142**
- **Email: kctsu@lockton.com**
- **Subject Line: TSU E-Delivery**

Signing up for this will **NOT** sign you up for any solicitation emails - your email will only be used to forward updated or renewal certificates direct from Lockton.

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

Please note that after February 2022, printed certificates will no longer be available.

If you no longer need this certificate, please contact us at the email address above, reference the Holder ID number and use this subject line: "Certificate Removal"

NOTE: The above email is a collector email regarding electronic delivery of certificates only. Please do NOT send certificate requests or other insurance inquiries to this inbox as responses will be delayed or missed.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies
Technical Services Unit

POLICY NUMBER: 37CSEQU1081

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - OPTION I**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

AS PER WRITTEN CONTRACT

Designated Project(s) Or Location(s) Of Covered Operations:

AS PER WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph f., Any Other Party, under the Additional Insureds When Required By Written Contract, Written Agreement Or Permit Paragraph of Section II — Who Is An Insured is replaced with the following: f. Any Other Party Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;

(2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

(a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

(1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(a) During the policy period; and

(b) Subsequent to the execution of such written contract or written agreement; and

(c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

(2) Only to the extent permitted by law; and

(3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV — Commercial General Liability Conditions, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the When You Add Others As An Additional Insured To This Insurance subparagraph, under the Other Insurance Condition of Section IV — Commercial General Liability Conditions is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (i) The additional insured in the Schedule is a Named Insured under such other insurance; and
- (ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

HS 24 80 07/13

Policy Number: 37CSEQU1081

**PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE WHEN REQUIRED
BY CONTRACT**

Policy Form HG 00 01 06 05

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

4. Other Insurance

(7)(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Policy No. 37CSEQU1081

HARTFORD

Included in General Liability Coverage Form HG 00 01 06 05

Waiver Of Rights Of Recovery (Waiver of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

NOTICE TO PROCEED

Dated: September 4, 2024

**TO: Wildcat Construction Company, Inc.
3219 W. May St.
Wichita, Kansas 67213**

**PROJECT: WEST MAIN STREET DRAINAGE IMPROVEMENTS, CITY OF
MULVANE, SEDGWICK-SUMNER COUNTY, KANSAS.**

You are notified that the Contract Time under the above contract will commence to run on September 9, 2024. By that date, you are to start performing the Work and your other obligations under the Contract Documents. The date of Substantial Completion and Final Completion are set forth in the Agreement; they are October 9, 2024 and November 8, 2024 respectfully.

Before you may start any Work at the site, you must deliver to the Owner certificate of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

City of Mulvane
Owner

By: _____
Title: Mayor

**CITY COUNCIL MEETING
MULVANE, KANSAS
September 4, 2024**

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

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

Project Name/Description	Project Status
Phase 3 Main A Sanitary Sewer Improvements <i>(Bond Issue funding)</i>	<u>Completed to Date:</u> Field surveys of existing RCB in Prather St. along Styx Creek. Received proposals from bridge designers for the RCB replacement. <u>Remaining Work:</u> Establish project scope and financing for Phase 3 improvements. Prepare bid documents as directed. <u>Contract Status:</u> Construction contracts pending.
GIS Mapping Updates <i>(Administration Operating Budget)</i>	<u>Completed to Date:</u> SAM continues working on GIS updates, including website design. <u>Remaining Work:</u> Provide mapping assistance when requested. <u>Contract Status:</u> Per City staff.
Phase 1 Harvest Point Addition Infrastructure <i>(Municipal Bonds)</i>	<u>Completed to Date:</u> The Contractor has initiated utility work at Webb & Sapphire Ln. Approx. 1,100 LF of sanitary sewer pipe has been installed including the boring & encasement under Webb Rd. Approx. 50% of erosion control BMP’s have been installed. Completed preliminary street design plans. <u>Remaining Work:</u> Complete sanitary sewer installations and initiate mass grading/detention ponds, storm sewer and water line work. Prepare final street plans and bid documents, bid and construct street improvements. <u>Contract Status:</u> McCullough Excavation’s current contract amount is \$1,672,980.25. Pay Application No. 1 was approved in the amount of \$117,090.00. This payment represents 7% of the total contract amount.
Emerald Valley Estates 2nd Addition Infrastructure <i>(Municipal Bonds)</i>	<u>Completed to Date:</u> Completed office check plans for sanitary sewer, storm sewer, mass grading and detention pond. Prepared application documents for KDHE-NOI (storm water pollution prevention permit). Prepared and submitted water line design plans and tech specs to KDHE. <u>Remaining Work:</u> Complete final utility and grading plans, review plans with City staff, prepare bid documents, bid and construct utility and grading improvements. Prepare street design plans, bid and construct streets. <u>Contract Status:</u> Construction contracts pending.
West Main Street Drainage Improvements <i>(Special Sales Tax)</i>	<u>Completed to Date:</u> See attached memorandum. <u>Remaining Work:</u> Execute construction contract agreement and initiate construction. <u>Contract Status:</u> Construction contracts pending.

City of Mulvane Utility Bills

Due: 9/05/24

			Electric Production	Electric Distribution	Water	Sewer Plant	Sewer System	Admin	Police	Street	Sports Complex	Park	Special Parks	Fire	Ambul 1	Ambul 2	Pool		
ES Building - 910 E. Main	01-3665-02	\$																	1,258.52
Splash Park- 105 W. Main	04-0720-00	\$												\$ 629.26	\$ 629.26				1,559.08
Band Shell - 117 E. Main	04-8770-01	\$																	33.06
Main St. Park - 117 E. Main	04-8780-01	\$																	329.57
Pix Center - 101 E Main	04-8800-02	\$																	365.89
Public Works Building - 410 W. Bridge	05-0001-02	\$		\$ 48.00	\$ 48.00	\$ 95.99				\$ 191.99									383.97
Public Works Building #2 - 410 W Bridge	05-0002-00	\$								\$ 4.51									4.51
Water Pump #3 - 211 N. Second	05-0005-02	\$				\$ 1.25													1.25
Maintenance Shop - 124 Boxelder	05-0015-02	\$		\$ 24.83	\$ 24.83	\$ 24.83	\$ 24.83	\$ 24.83											248.27
Utility Shop - 120 Boxelder	05-0025-02	\$		\$ 53.99	\$ 53.99	\$ 107.97	\$ 53.99	\$ 53.99		\$ 124.14									323.92
Lift Station - 0 Industrial Dr.	05-0070-02	\$																	7.38
Sewage Disposal Plant - 1441 N. Pope Dr.	05-0098-01	\$					\$ 2,056.57												2,056.57
2011 Sewage Disposal Plant - 1441 N. Pope Dr.	05-0099-01	\$					\$ 5,486.52												5,486.52
Sewer Chemical Injection - 1441 N. Pope Dr.	05-0101-01	\$						\$ 587.47											587.47
Sewage Disposal Head Works - 1441 N. Pope Dr.	05-0102-01	\$					\$ 810.46												810.46
Sewer Vehicle Storage - 1441 N. Pope Dr.	05-0103-01	\$					\$ 33.75												33.75
Water Treatment Plant - 100 N. Oliver	05-0150-01	\$			\$ 119.94														119.94
Lift Station -1900 N Rock Road - B	05-0605-01	\$						\$ 13.80											13.80
Water Tower - 1420 N. Rock Road	05-0770-01	\$			\$ 8.56														8.56
E.S. & Police - 1420 N. Rock Road	05-0772-01	\$							\$ 4.18										8.36
North Sub Station - 8100 E. 111th St. So.	05-0800-03	\$		\$ 1.25										\$ 2.09	\$ 2.09				1.25
Sports Complex Concession - 955 E. 111th St. So.	05-0900-01	\$									\$ 362.54								362.54
Sports Complex - 955 E. 111th St. So.	05-0910-01	\$									\$ 26.94								26.94
Swimming Pool - 990 E. 111th St. So.	05-0915-01	\$																	4,446.63
Water Reservoir - 9903 E. 111th St. So.	05-0950-01	\$			\$ 2,585.80														2,585.80
Dog Shelter - 9903 E. 111th St. So.	05-0960-01	\$																	21.11
City Building - 211 N. Second	06-9955-01	\$						\$ 424.42		\$ 21.11									424.42
City Building - 211 1/2 N. Second	06-9960-01	\$						\$ 43.17											43.17
Parks Department - 507 N. First	12-7500-02	\$										\$ 29.23							29.23
Parks Department - 507 N. First	12-7550-02	\$										\$ 92.28							92.28
Parks Department - 507 N. First	12-7600-01	\$										\$ 144.64							144.64
SW Lift - 0 Rockwood/Circle Dr.	15-7950-01	\$																	93.42
Lift Station - 0 Trail Dr.	16-7975-01	\$						\$ 26.14											26.14
Ambulance #2 - 911 Kansas Star Dr.	25-4040-01	\$																	43.19
Police Department-420 E Main	01-1680-04	\$							\$ 50.16							\$ 43.19			50.16
Police Department-410 E Main	01-1690-07	\$							\$ 947.00										947.00
		\$	22,978.77	\$ 128.06	\$ 126.81	\$ 2,944.34	\$ 8,466.11	\$ 807.02	\$ 467.59	\$ 1,022.45	\$ 320.63	\$ 389.48	\$ 994.67	\$ 1,559.08	\$ 631.35	\$ 631.35	\$ 43.19	\$ 4,446.63	\$ 22,978.77

101-01-511	\$	467.59
101-02-511	\$	1,704.78
101-03-511	\$	631.35
101-04-511	\$	1,022.45
101-18-511	\$	674.54
219-00-617	\$	1,559.08
220-00-511	\$	4,446.63
511-09-511	\$	128.06
511-10-511	\$	126.81
512-13-511	\$	2,944.34
513-11-511	\$	8,466.11
513-12-511	\$	807.02
	\$	22,978.77

CITY COUNCIL MEETING
September 4th, 2024

TO: Mayor and City Council
SUBJECT: Purchase of Caustic Soda.
FROM: Wastewater Supervisor
ACTION: Purchase of Caustic Soda from Brenntag

Background: In 2011 the city started a sewer expansion project to accommodate the addition of the Kansas Star Casino. This expansion included two chemical injection sites. One is located at the casino. The other is located near the wastewater plant. These chemical injection buildings each hold two 4500-gallon tanks, one contains ferric chloride and the other contains sodium hydroxide. These chemicals are injected directly into the force main at the casino site and at the wastewater plant. They are also injected into the process at the wastewater plant. The primary purpose of these chemicals is for odor control and managing PH, however better settling at the plant is also a benefit from the ferric chloride. We usually purchase both chemicals at the same time. However, we only need to replenish our stock of caustic soda at this time.

After obtaining approval from the City Administrator to place this purchase on the consent agenda, the caustic soda was ordered at a cost of \$12,850.00. from Brenntag Southwest, Inc. The load of caustic will be put at the plant site.

Legal Considerations: Per City Attorney.

Financial Considerations: Funds for this expenditure are available in the Wastewater Department budget.

Recommendations/Action: A motion to approve the purchase of 30,000 lbs. of caustic soda for \$12,850.00 from Brenntag Southwest, Inc. This price includes delivery, insurance surcharge and fuel cost. Load may vary slightly but is charged by the pounds delivered.

Submitted by
Brian Bradshaw