# MULVANE CITY COUNCIL REGULAR MEETING AGENDA Monday September 16, 2024

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Roll Call	
Pledge of Allegiance	
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ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:	
No Council Workshop for September	
Next City Council Meeting – Monday, October 7, 2024 – 6:00 p.m.	

# ADJOURNMENT:

# MULVANE CITY COUNCIL REGULAR MEETING MINUTES

September 4, 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:** Tim Huntley, Todd Leeds, Grant Leach, Kurtis Westfall.

<u>OTHERS PRESENT:</u> Austin St. John, Debra Parker, J. T. Klaus, Chris Young, Joel Pile, Gordon Fell, Branden Bohannon, Flint McPeak, Terry Lane, Dave Vaughn, Connie Vaughn, Tim Haney, Sandra Haney.

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

# **APPROVAL OF REGULAR MEETING MINUTES:**

MOTION by Huntley, second by Leach to approve the Regular meeting minutes dated August 19, 2024.

MOTION approved unanimously.

# **CORRESPONDENCE:** None

PUBLIC COMMENTS: Dave Vaughn had questions regarding the EV charging stations and the City allowing people to charge their vehicles for free. Vaughn expressed his concern about the taxpayers footing the bill. Tim Haney also expressed his concern and asked how this would be paid for. City Administrator, Austin St. John, explained that tax dollars will not be used to pay for the electricity used and that the funds would come from the electric department. The charging stations provided by KPP are Level 2 slow charging stations or destination chargers. The cost would be .25 to .50 per hour of use. This is a good opportunity for people to charge their vehicle while shopping or have a meal downtown. The money received in sales tax would be sufficient to cover any cost. St. John welcomed anyone with questions to contact him and he would be glad to speak with them.

# **APPOINTMENTS, AWARDS AND CITATIONS:**

**1.** Employee of the Month: Branden Bohannon was named Employee of the Month. Officer Bohannon's professionalism and compassion were notably displayed while assisting a citizen, as documented in a letter received from Ms. Sharon Keagy of Derby, Kansas, regarding an incident that occurred on August 15, 2024. Mayor Allen presented Bohannon with a certificate and check and commended him for the positive impact he has on our community.

#### **OLD BUSINESS**

None

#### **NEW BUSINESS**

# 1. Resolution Adopting Records Retention and Disposition Policy:

City Clerk, Debra Parker, reviewed this item with the council. 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. The City Attorney has reviewed the proposed policy, and the adopting resolution is ready for approval.

MOTION by Huntley, second by Westfall to approve Resolution 2024-7 adopting the Records Retention and Disposition Policy for the City of Mulvane, Kansas. MOTION approved unanimously.

#### **RESOLUTION 2024-7**

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

# 2. Volunteer Fire Assistance Grant:

Public Safety Director, Gordon Fell, reviewed this item with the council. The Fire Department has been approved for a grant funded by the Kansas Forest Service. The KFS share is 50% of the total amount requested or up to \$4,999.00, whichever is less. The total amount the Fire Department is requesting is \$4,923.00. Prices will be validated for the requested items and the purchases made.

MOTION by Huntley, second by Leach to accept the 2024 Volunteer Fire Assistance Grant. MOTION approved unanimously.

# 3. Municipal Advisors Agreement:

City Attorney, J.T. Klaus, reviewed this item with the council. 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.

At the 8/19/24 council meeting, the City Council adopted Ordinance No. 1588 authorizing the City to make Electric Utility Improvements and authorizing the City to issue General Obligation Bonds. The City Council also adopted Ordinance No. 1589 authorizing the City to make certain Sewer System and Storm Water Sewer and Drainage Improvements and authorizing the City to issue General Obligation Bonds.

At the 6/17/24 council meeting, 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.

MOTION by Leeds, second by Huntley 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.

MOTION approved unanimously.

# 4. Authorizing Resolution for Temporary Note and Bond Sale:

City Attorney, J.T. Klaus, reviewed this item with the council. The proposed resolution authorizes the public sale of approximately \$5,045,000 General Obligation Temporary Notes for the purpose of temporarily financing a portion of the (1) Harvest Point Phase 1 Water, Sewer, Street, Storm Sewer, and Mass Grading and Detention Pond Improvements, and the (2) Emerald Valley Second Addition Water Line, Water Transmission Line, Sewer, Street, Storm Sewer, and Mass Grading and Detention Pond Improvements.

The proposed resolution also authorizes the public sale of approximately \$4,870,000 General Obligation Bonds, Series A, 2024 on October 7, 2024 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 which was authorized by Ordinance Nos. 1588 and 1589 considered at the meeting on August 19, 2024.

MOTION by Leeds, second by Leach to 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.

MOTION approved unanimously.

## RESOLUTION NO. 2024-8

A RESOLUTION OF THE CITY OF MULVANE, KANSAS AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF THE CITY'S (1) GENERAL OBLIGATION TEMPORARY NOTES, SERIES A, 2024 IN THE TOTAL PRINCIPAL AMOUNT OF APPROXIMATELY \$5,045,000 AND (11) 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.

#### **ENGINEER**

# 1. <u>Notice to Proceed and Construction Agreement – Wildcat Construction – W. Main Street Drainage Project:</u>

City Engineer, Chris Young, reviewed this item with the council. The City received three (3) bids for the W. Main Street Drainage Project. The low bid was received from Wildcat Construction Co. for \$73,869.00. A Notice of Award to Wildcat Construction was approved by the City Council on August 19, 2024. The Contractor anticipates beginning field work on September 9, 2024, and anticipates the work to be completed in approximately 2 weeks. Contract documents including the construction agreement, bonds, and insurance certificate have been received and reviewed by the City Attorney. Staff recommends approving a construction agreement and Notice to Proceed with Wildcat Construction Co., Inc.

MOTION by Huntley, second by Westfall that 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.

MOTION approved unanimously.

MOTION by Huntley, second by Leach that the City issue a Notice to Proceed with Wildcat Construction Company, Inc. and authorize the Mayor to sign.

MOTION approved unanimously.

# 2. Project Review and Update:

<u>Phase 3 Main "A" Sanitary Sewer</u> – Completed field surveys of existing RCB in Prather St. along Styx Creek. Received proposals from bridge designers for the RCB replacement.

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

<u>Phase 1 Harvest Point Addition Infrastructure</u> – The contractor has initiated utility work at Webb Rd. and Sapphire Ln. Approximately 1,100 LF of sanitary sewer pipe has been installed including the boring and encasement under Webb Rd. Approximately 50% of erosion control BMP's have been installed. Preliminary street design plans have been completed.

<u>Emerald Valley Estates 2<sup>nd</sup> Addition</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.

#### **CITY STAFF**

**City Clerk:** None

City Administrator: None

<u>City Attorney:</u> City Attorney, J.T. Klaus, expressed his appreciation for our utility workers and especially our linemen that keep our electricity on. Our utility workers serve us day and night and he is very grateful.

# **CONSENT AGENDA ITEMS:**

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

- 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 MOTION approved unanimously.

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

Next City Council Meeting – Monday, September 16, 2024 – 6:00 p.m.

# **ADJOURNMENT:**

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

MOTION approved unanimously at 6:34 p.m.

Minutes by:
Debra M. Parker, City Clerk



DAR National Headquarters 1776 D Street NW Washington, DC 20006 www.dar.org

# FOR IMMEDIATE RELEASE

September 2024

# **CELEBRATE THE FOUNDATION OF AMERICA DAR Promotes Constitution Week: September 17-23**

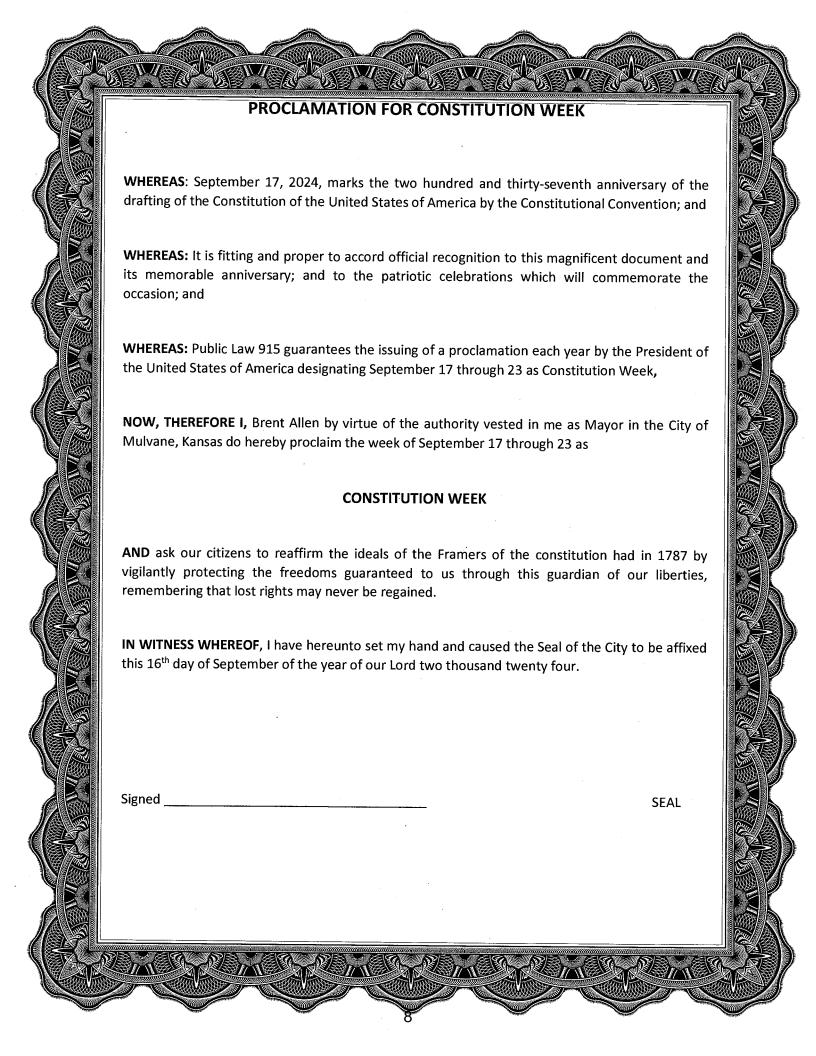
WASHINGTON, DC – The National Society Daughters of the American Revolution urges Americans to reflect on the United States Constitution during this month's annual observance in honor this foundational document of national governance.

The DAR initiated the observance in 1955, when the service organization petitioned the U.S. Congress to dedicate September 17–23 of each year to the commemoration of Constitution Week. Congress adopted the resolution, and on August 2, 1956, President Dwight D. Eisenhower signed it into Public Law #915. The celebration's goals are threefold: to encourage the study of the historical events that led to the framing of the Constitution in September 1787; to remind the public that the Constitution is the basis of America's great heritage and the foundation for its way of life; and to emphasize U.S. citizens' responsibility to protect, defend and preserve the U.S. Constitution.

"We are so proud DAR led the way in making Constitution Week an official commemoration and our members enthusiastically promote the celebration annually in communities across the country by erecting community displays, sponsoring municipal proclamations, ringing bells and staging programs to raise awareness of the Constitution's tenets and importance," said DAR President General Pamela Rouse Wright. "We encourage all citizens to join us in celebrating this powerful document that is so important to American history and to reflect on the impact the Constitution has had on the lives of American citizens past and present."

DAR has been the foremost advocate for the awareness, promotion and celebration of Constitution Week. The annual observance provides innumerable opportunities for educational initiatives and community outreach, two mission areas of crucial importance to the National Society. By fostering knowledge of, and appreciation for, the Constitution and the inalienable rights it affords to all Americans, DAR helps to keep alive the memory of the men and women who secured our nation's foundational liberties.

One of the largest patriotic women's organizations in the world, DAR has 190,000 members in approximately 3,000 chapters across the country and several foreign countries. DAR members promote historic preservation, education and patriotism via commemorative events, scholarships and educational initiatives, citizenship programs, service to veterans, meaningful community service and more. For additional information about DAR and its relevant mission, visit www.dar.org.



# CITY COUNCIL MEETING September 16th, 2024

TO: Mayor and City CouncilSUBJECT: Sewer Main RehabilitationFROM: Public Works Director

**AGENDA:** Communication

**Background:** We sent out a request for bids for the rehabilitation of two sections of sewer main. Much of our sewer system was constructed around 100 years ago, at that time the common method of sewer construction incorporated clay tile pipe. The fact that it has lasted this long is a testament to its durability. However, clay tile pipe has some significant shortcomings compared to the modern PVC plastic pipe used today. The joints do not seal very well, leading to ground water inflow when the water table is high, as well as root intrusion. It is prone to cracking. Sometimes chunks of pipe will fall out, leaving exposed earth.

We began a program of sewer main rehabilitation in 2007. Since that time, we have rehabilitated around 12,943 feet of pipe, at a total cost of \$354,752.30.

2007 UMC	1300ft for \$37,050.00	8" Pipe
2008 UMC	1234ft for \$34,798.80	8" Pipe
2010 UMC	1728ft for \$38,707.20	8" Pipe
2013 Layne Inliner	1940ft for \$43,650.00	8" Pipe
2017 Insituform Tech	2030ft for \$50,851.50	8" Pipe
2019 Insituform Tech	2511ft for \$67,294.80	8" Pipe
2022 Insituform Tech	2200 ft for \$82,400.00	10" Pipe

We have identified and prioritized a few additional areas of our system that need repair. We intend to continue repairing a section of main every few years to minimize the problem areas. Over the past thirty years, trenchless techniques for sewer main repair have been perfected. The rehabilitation process, known as Cured in Place Pipe (CIPP) or Deform-Reform, is accomplished by inserting a resin-impregnated flexible felt tube into the existing sewer main. This tube is inflated with compressed air and cured with UV light, steam, or hot water to form a monolithic, structural-grade lining inside the existing pipe. This new lining seals out tree roots and groundwater infiltration. This process reduces maintenance requirements and extends the useful life of the sewer main. After the new lining is in place, a robotic camera and router is used to cut new openings for the customer's service lines.

The sections that have been prioritized for rehabilitation in 2024 are located on Plaza from Second St. to First St. and Sunset to Plaza. This is approximately 2,550 ft.

# **Legal Considerations:** None

#### **Financial Considerations:**

This expenditure was planned during the preparation of the 2024 budget, and funds are available to complete the project. However, the actual cost may exceed the quoted amount due to variations

in final footage and line conditions as documented by the contractor. To account for this, an additional \$5,600 has been allocated as contingency funds.

All City procurement policies were followed by soliciting bids from nine vendors. The bids included a cost per foot for rehabilitating the total length of the sewer in the Northview addition (5,114 ft) with the option to rehabilitate a partial length of 2,550 ft. We received three proposals and due to budget constraints, would like to proceed with rehabilitating the smaller partial length.

Padgett Excavation, Inc \$396,525.00

6936 N Oliver Kechi, KS 67067

Mayer Specialty Services LLC \$127,755.00

831 Industrial Rd., P O Box 469 Goddard, KS,67052

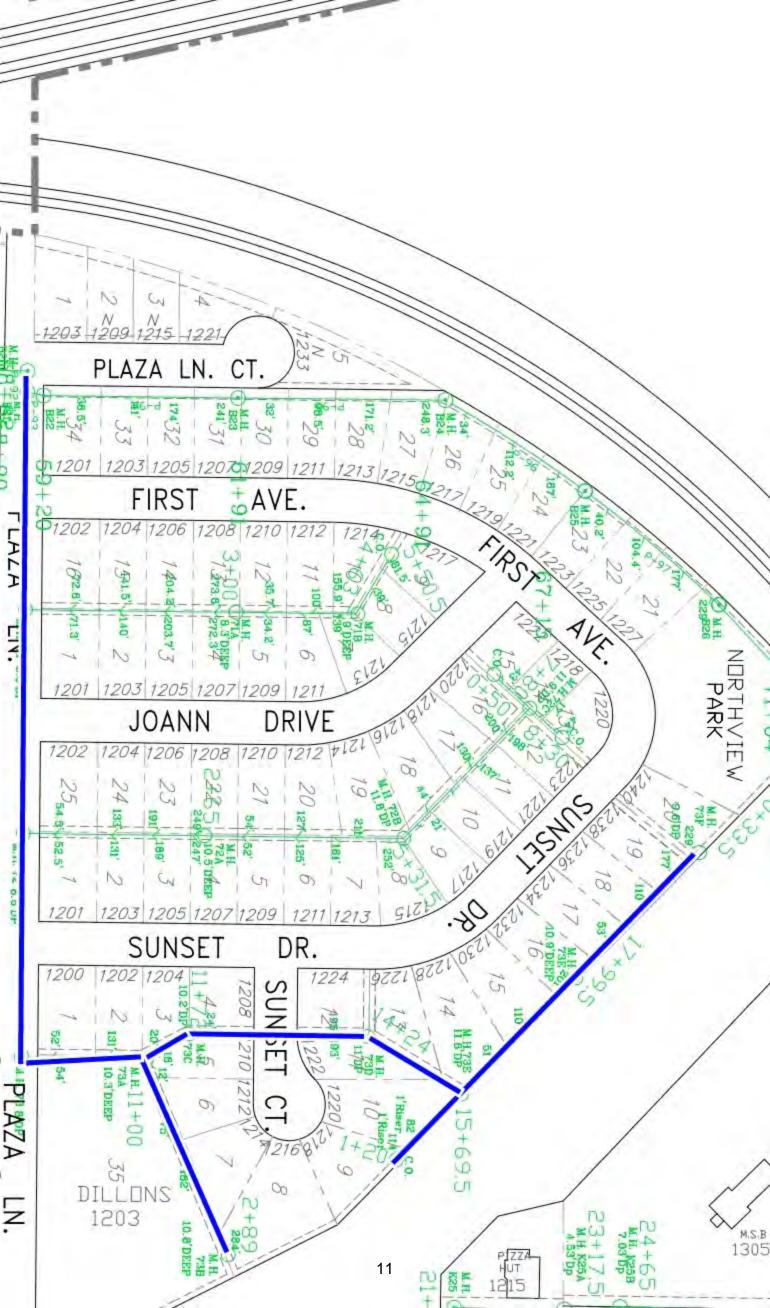
SAK Construction, LLC \$112,200.00

863 Hoff Road O'Fallon, MO 63366

**Recommendations/Action:** Approve the quote for the sanitary sewer lining (Cured in Place) of approximately 2550 linear ft. of pipe from SAK Construction in the amount not to exceed \$117,800.00.

Submitted by

Brian Bradshaw





Office: (316) 722-5851

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Fax: (316) 722-9487



Email: padgett.excavation@att.net

# **Bid Proposal**

Services Performed For:

Client Name: City of Mulvane

Client Email: N/A

Phone Number: 316-777-9532

**Services Performed By:** 

Padgett Excavation, Inc.

6936 N Oliver St

Kechi, KS 67067

All bid proposals are good for 30 Days. If you have other questions about services, please visit our website at <a href="https://padgettinc.com">https://padgettinc.com</a>. Thank you for considering Padgett Excavation and we hope we get the opportunity to serve you.

For Address:

211 N Second

Mulvane, KS

67110

<u>Work Being Completed</u>: rehabilitate the designated section(s) of 8" VCP sewer main for the City of Mulvane using approved CIPP methods.

- Prep work is included (jetting/flushing, tree root removal, and by-passing).
- CCTV with a high-definition tilt head camera will be used and videos provided to the engineer.
- Trenchless re-instatements of branch lines will also be performed.
- Liner testing will be performed by HTS and results given to the City of Mulvane.
- Construction fence will be installed when necessary and property's will be cleaned up once the work in that area has been completed.
- Not responsible for existing structures located in the utility easement that need to be moved in order for the work to be completed.

Price: \$155.50 per ft.

Total Footage: 5,114 feet or 2,550 feet

Total Price: \$795,227.00 or \$396,525.00

Date: 8/25/2024

Contractor Signature:

Al Padgett



Office: (316) 722-5851

Fax: (316) 722-9487

0

Email: padgett.excavation@att.net

# Proposed Schedule for the City of Mulvane Sewer Rehabilitation

<u>Project Commencement</u>: Padgett Excavation could start the project within a month of job acceptance. Material/perishable items will need to be ordered and that would be our only delay. We have no subcontractors for this project so third-party delay's will not be a factor.

<u>Completion Time:</u> approximately 500 - 550 hours or 50 - 55 working days is the approximate duration of time we calculated for this sewer rehabilitation project.

<u>Job Specific's:</u> due to the jobsite predominantly being in a residential neighborhood we plan on working mostly during the day between 8am to 5pm when the traffic and occupancy is at its minimum.

When we get to the section of sewer main under Plaza Ln and by the Dillon's traffic control will be set-up and furnished by Padgett Excavation.



Office: (316) 722-5851

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Fax: (316) 722-9487



Email: padgett.excavation@att.net

# **Experience & Qualifications**

# **Experience:**

- McConnell Air Force Base Build, 338
  - o Rehabilitated approximately 250' of 6" & 8" cast iron main.
- Pretty Prairie Middle School & Elementary
  - Rehabilitated approximately 500' of 4" and 6" cast iron and clay tile.
- Peabody Elementary School
  - o Rehabilitated approximately 300' of 4" and 6" cast iron and clay tile.
- Evergy Building in El Dorado
  - Rehabilitated approximately 100' of 8" Clay tile under a four-lane trucking route.
- City of Wichita Boston Center
  - Installed a trenchless 8" point-repair under a building.

Qualifications: we have been in the SWR business since 1991 and installing CIPP since 2020. We have over 20,000 ft in the ground in Kansas and across state lines from 3" up to 10" size liners. Tanner Padgett is the certified Master Installer and received his training from Hammerhead Technologies on our Bluelight LED Lining System. Our crew also has over 5,000 + hours with this system in the field.

#### References:

- Dane Becker (City of Wichita) Phone: 316-640-7664 Email: dkbecker@wichita.gov
- Tom Luper (MAFB Bldg, 338) Phone: 316-807-6034 Email: tom@amikansas.com
- Evan Lies (Pretty Prairie) Phone: 316-650-2019 Email: melies@davidliesplumbing.com
- Matt Simpson (El Dorado Job) Phone: 316-648-1674 Email: specialtycontractorsinc@live.com

Footage provided is an approximate length and the bidder is responsible for getting the exact footage to be lined before submission of bid.

Bids are to be in the clerk's office by 12:00 noon on Monday, August 26<sup>th</sup>, 2024. Bids will be opened at 2:00 PM on that day. The bids will be presented for approval at the City Council September 10<sup>ch</sup> meeting. The City Council may choose to accept any bid, or reject all bids. If you have any questions or suggestions, please call Jacob Coy @ (316)777-9532.

Clearly mark the envelope

"SEALED BIDS FOR SEWER MAIN REHABILITATION"

Att. City Clerk

City of Mulvane

211 N. Second

Mulvane Kansas 67110

You may include your own proprietary bid sheet if you choose. It is very important that you fill in the following lines on this page.

VENDOR Padgett Excavation Inc.

TOTAL DELIVERED AND INSTALLED COST

\$ 795, 227.00

Applicable Taxes (if any)

N/A

Total cost with Tax

\$795,227.00

Thanks Jacob Coy Public Works Director

# City of Mulvane Request for Proposal

# **Sewer Main Rehabilitation**

7-16-24

The City of Mulvane owns and operates a sewer collection system and is inviting bids for the rehabilitation of a section of sewer main using Cured In Place methods. The length of the section to be rehabilitated will be determined based on the available budget.

We request that bids include a cost per foot for the rehabilitation work. The total length of the sewer main to be rehabilitated is approximately 5,114 feet, with an option to rehabilitate a partial length of 2,550 feet of 8-inch diameter main. The project involves 12-25 manholes, depending on the final length chosen for rehabilitation. Please refer to the included maps for more details.

The winning bid will be determined based on the following criteria:

1. Cost: The cost per foot for the rehabilitation work.

2. Proposed Schedule: The firm's proposed schedule for completing the project.

3. Experience and Qualifications: The firm's experience and qualifications in performing similar projects.

4. References: References from previous clients for similar projects.

Please include all relevant details in your bid submission. The final selection will be based on a comprehensive evaluation of these factors.

# **SPECIFICATIONS**

# **Sewer Rehabilitation Project**

# Requirements

- Contractor will provide the city with satisfactory proof of liability, vehicle, and workers' compensation insurance for all personnel and vehicles used including any of the contractor's subcontractor's personnel and vehicles.
- Contractor will perform in a manner consistent with standard safety practices.
- Contractor will remove trash and debris created during the completion of the project.

# TECHNICAL SPECIFICATION

# **CURED-IN-PLACE PIPE**

# PART 1 - GENERAL

1.01 THE REQUIREMENT

A. This Specification covers the work necessary to furnish and install complete, the cured-inplace pipe (CIPP). The CONTRACTOR shall provide all materials, labor, equipment, and services Prior to insertion, the CONTRACTOR shall provide data on the maximum allowable stresses and elongation of the tube. The exterior of the manufactured tube shall be marked along its length at regular intervals not to exceed five feet. These marks shall be used as a gauge to measure elongation during insertion. Should the overall elongation of a reach exceed five percent) the liner tube shall be rejected and replaced.

# B. Resin:

1. Unless otherwise specified, provide a general purpose, unsaturated, thermosetting, polyester, vinyl ester, or epoxy resin able to cure in the presence or absence of water, and a catalyst system compatible with the insertion process.

2. Resin shall not be subjected to ultraviolet light and shall form no excessive bubbling

or wrinkling during lining.

# 2.02 PHYSICAL PROPERTIES

A. The CIPP system shall conform to and comply with the minimum standards listed below.

Test Method	Polyester Resin	Vinyl ester & Epoxy Resins
ASTM D790	4,500 psi	5,000 psi
ASTM D790	250,000 psi	300,000 psi
	125,000 psi	150,000 psi
		ASTM D790 250,000 psi

B. The liner thicknesses are based on a pipe ovality of percent and the resin's physical properties shown in Section 2.02.A. If the CONTRACTOR uses resins having different physical properties, the CONTRACTOR shall submit detailed calculations of the proposed liner thickness for review by the ENGINEER.

Teview by the En	ACTIATETY.	_					
Manhole Segment Pipe Upstream/ Downstream	Pipe Diameter (in.)	Depth (ft)	Enhancement Factor K	Groundwater level (ft)	Resin Type	Minimum Required Thickness (mm)	

(Project specific. To be completed by ENGINEER)

# **PART 3- EXECUTION**

## 3.01 PREPARATION

- A. Bypass Pumping
  - 1. The CONTRACTOR shall provide bypass pumping and/or diversion when required for acceptable completion of the liner installation. Bypass pumping shall consist of furnishing, installing, and maintaining all power, primary and standby pumps, appurtenances and bypass piping required to maintain existing flows and services.
  - 2. Bypass pumping shall be done in such a manner as not to damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic, and shall be redirected into the sanitary sewer system. Dumping or free flow of sewage on private property, gutters, streets, sidewalks, or into storm sewers is prohibited.
  - 3. The CONTRACTOR shall take all necessary precautions including constant monitoring of bypass pumping to ensure that no private residences or properties are subjected to a sewage backup or spill. After the work is completed, flow shall be restored to normal.
  - B. Cleaning and Inspection of Existing Sewer.

4. Temperature shall be maintained during the curing period as recommended by the resin manufacturer, and shall follow the heating schedule supplied by the manufacturer and reviewed by the ENGINEER.

# D. Cool Down

1. The hardened liner shall be cooled to a temperature below 100 degrees F before relieving the static head or pressure in the lined pipe and returning normal flow back into the system. The cool down may be accomplished by introducing cool water or air into the lined pipe. Care shall be taken in the release of the static head or pressure so that a vacuum will not develop which could damage the newly installed liner.

# 3.03 SERVICE LINE RECONNECTION

A. The CONTRACTOR shall be responsible for reconnecting service connections to the lined pipe. Reconnections of service connections shown on the plans shall be completed by one of the following methods:

1. Internally reconnected by using a pivot-head CCTV camera and a remote cutting tool to locate the service connections from inside the lined pipe, cutting a hole matching the service connection diameter. CONTRACTOR shall provide a nearly full-diameter hole, free from burrs or projections and with a smooth and crack-free edge. The hole shall be 95 percent minimum and 100 percent maximum of the original service connection diameter. The invert of the service connection shall match the bottom of the reinstated service opening.

2. By excavating by hand and/or mechanical equipment to the location of the service connections tie-In, cutting the existing pipe and liner material, and installing a saddle acceptable to the ENGINEER. The excavation process shall be completed by mechanical means as defined in the project documents or by hand digging as required.

B. An estimate of the number of service connections to be reconnected by the CONTRACTOR is provided in the bid schedule.

# 3.04 TESTING

A. Material Testing.

1. All material testing shall be performed by a registered independent, third- party laboratory.

2. The CONTRACTOR shall provide certified test results of the short-term properties of the cured lining material from the actual installed liner at a minimum of one location per each liner insertion setup.

3. The cured liner shall be sampled and tested for flexural strength and flexural modulus (short term). Flexural strength and modulus shall be tested in accordance with the requirements of ASTM 0790. The liner shall be in compliance with the physical properties stated under Section 2.02 of this specification. A certificate of compliance shall be provided for long term flexural modulus.

4. Corrosion resistance requirements shall be as stated in ASTM F1216, Section X2, Chemical Resistance Tests.

5. Delamination testing shall be in accordance with ASTM F1216, Section 8.4 if required by the ENGINEER.

6. After completion of all liner insertions, service reconnections, and finish work at the manholes, the sewer shall be televised with a color CCTV tilt-head camera recorded in digital format, which also shall be provided to the ENGINEER.

# **Deviations from Listed Specifications**



BID

BID DATE *August 26, 2024*BID EXPIRES 30 days from bid date

FROM Austin Torrente

**PROJECT** 

2024 Sewer Main Rehabilitation

BID DATE

8/26/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
	1 Line Existing 8" Sanitary Sewer	5114	LF	\$50.10	\$256,211.40
		TOTAL			\$256,211.40

#### **Customer Responsibilities**

- Any open cut point repairs that are needed to successfully install pipe liner.
- Notification to sewer customers who will be affected during the lining process.
- Provide clean water from a hydrant for pipe cleaning, equipment and cleanup.
- Provide a place to dispose of 4' x 8' shipping reel and excess material.
- Provide a dumpsite, within reasonable distance, for deposit of debris removed.
- Provide access for our equipment to all locations as needed (Manhole covers shall be at grade or dug up and exposed by City ).
- Defend, indemnify, and hold harmless Mayer Specialty Services, LLC from (1) all claims, damages, and expenses that arise or are incurred because of preexisting conditions or anything introduced into the system which is not normal sewage, and (2) except to the extent caused by the negligence or willful misconduct of Mayer Specialty Services, LLC, all other claims, damages, and expenses that arise or are incurred during the term of this agreement.

#### **General Terms and Conditions**

#### **INCLUSIONS:**

- Provide all labor, materials, tools, equipment and supervision necessary to perform work as shown on drawings, defined in specifications and as described herein.
- Footage above based on plans/if actual footage lined exceeds what is listed above additional charges will apply.

## **EXCLUSIONS:**

- Major manhole infiltration repair.
- Any disputes regarding this agreement will be decided by arbitration (Construction Industry Rules of the American Arbitration Association.)
- Sales Taxes
- Permits or connection fees of any kind
- Bypass-Pumping
- Prevailing Wages/Davis-Bacon Wages
- Traffic Control
- Any pre-jobsite clearance including but not limited to:
- Safety Training (on-site or online)
- Badging
- Drug Testing
- Background Checks

# **ACCEPTANCE OF PROPOSAL AND NOTICE TO PROCEED**

Authorized Signature	
Date Signed	

**Mayer Specialty Services, LLC** 

831 Industrial Rd / PO Box 469 Goddard, KS 67052 316-794-1165 316-794-2717

No retainage may be withheld out of contracts less than \$1,000.00 Thank you for the opportunity to provide pricing

Footage provided is an approximate length and the bidder is responsible for getting the exact footage to be lined before submission of bid.

Bids are to be in the clerk's office by 12:00 noon on Monday, August 26<sup>th</sup>, 2024. Bids will be opened at 2:00 PM on that day. The bids will be presented for approval at the City Council September 16th meeting. The City Council may choose to accept any bid, or reject all bids. If you have any questions or suggestions, please call Jacob Coy @ (316)777-9532.

Clearly mark the envelope

# "SEALED BIDS FOR SEWER MAIN REHABILITATION"

Att. City Clerk

City of Mulvane

211 N. Second

Mulvane Kansas 67110

You may include your own proprietary bid sheet if you choose. It is very important that you fill in the following lines on this page.

VENDOR

SAK Construction, LLC

Boyd Hirtz, Vice President of SAK Construction, LLC 864 Hoff Road, O'Fallon, MO 63366

# TOTAL DELIVERED AND INSTALLED COST

\$225,016.00

Applicable Taxes (if any)

N/A

Total cost with Tax

\$225,016.00

Thanks Jacob Coy Public Works Director



636.385.1000 tel 636.385.1100 fax

864 Hoff Road O'Fallon, MO 63366

www.sakcon.com

August 26, 2024

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

Re: Sewer Main Rehab

Mr. Coy:

SAK Construction, LLC is pleased to offer the following quotation on the above referenced project:

Item	Description	Description Quantity				Total Price
1	8" CIPP Lining		5114	LF	\$44.00	\$225,016.00
				Total		\$225,016.00

# **INCLUSIONS:**

- Pipeline cleaning, measuring of pipe and diameter, televising, and service connection identification via CCTV.
- Bypass Pumping up to a 4-inch pump. If larger pumps are needed, they are to be supplied by others.
- CIPP Installation, curing, and end cutting per ASTM F-1216 latest revision.
- Live service connection reinstatement. Only capped services will not be cut.
- CCTV Acceptance Inspection.
- Traffic Control.
- Price includes one mobilization.

# **EXCLUSIONS:**

- Removal/Trimming of protruding taps, hanging gaskets, etc. (\$300.00/EA)
- Grouting or infiltration control.
- Cutting
- Any special insurance required, i.e., railroad protective insurance.
- Access into the site. We will need access for our equipment.
- Point repairs.
- Permits.

# NOTE:

This proposal assumes that the pipe can be lined without excavation (point repairs excluded). In the event that after pre-cleaning/CCTV inspection an obstruction is found that will impede the lining, the necessary repair(s), cleaning/CCTV pre and post repair, and additional mobilization (if necessary) may be negotiated with the Prime Contractor/Owner.

This proposal and its unit prices assume that the lengths of each pipe segments provided are accurate. If the actual length of a segment to be lined is more than 10% less than given, the price of that segment may be negotiated with the Prime Contractor/Owner at a higher unit price or lump sum.

# **PAYMENT TERMS:**

- Net 30 days after receipt of an invoice
- Partial monthly payments will be requested
- Final Payment in full within 30 days of completion of SAK work

Thank you for the opportunity to quote on this project. Please call with any questions.

Sincerely, SAK Construction, LLC		
<u>Tím Bussen</u> Tim Bussen General Manager – Cen	 tral Region	
Accepted By Printed Name:		

#### City of Mulvane, KS - Tentative Schedule

Activity		10/7/24				10/14/24				10/21/24					11/4/24					11/11/24					11/18/24					
Activity	М	Т	W	T	F	М	Т	W	Т	F	М	⊣	W	Т	F	М	Т	W	Т	F	М	Т	W	Т	F	М	Т	W	Т	F
Cleaning and Televising		П	П	Г																									П	
Liner manufacturing/video review																													$\Box$	
CIPP Lining																													П	
				П		П					П		П															П	П	

# September 16, 2024

TO: Mayor and Council

FR: HR Director - Lachelle Tootle

RE: Employee Survey

ACTION: Approve Employee Survey Questionnaire from WSU

# **Background:**

On 5/20/24 the council approved the proposal from Wichita State University, Public Policy, and Management Center to create and administer an employee opinion survey.

On 7/1/24 the council approved the agreement with WSU.

The goal of the employee survey is to gauge employee satisfaction and to identify any issues there may be in an effort to find solutions if needed.

# Progress to date

- City employees were selected to serve as the employee survey project management team. (See team below)
- The project management team has attended 30 minute bi-weekly meetings through the course of the survey project. The team's responsibility is to help guide how the employee survey is created and executed.

The overall purpose as the project management team is to be organizational connection between the City of Mulvane and Isabel Ebersole with WSU.

#### **Project Management Team**

Andrea Robinson <u>arobinson@mulvane.us</u>
Jason Mundell <u>JMundell@mulvane.us</u>
Brian Bradshaw <u>bbradshaw@mulvane.us</u>
Lachelle Tootle <u>ltootle@mulvane.us</u>

Brian Cunningham <u>bcunningham@mulvane.us</u>

## **Department**

Dispatch PT Fire Wastewater

Human Resources

**Public Works** 

The employee survey project management teams main tasks are:

- 1. Help coordinate the focus groups. (Focus groups completed on 8/12 and 8/13)
- 2. Provide information/insight in development of the survey.

The questions asked on the survey are from findings during the City of Mulvane employee focus groups.

## **Legal Considerations:**

As per the City Attorney

# **Financial Considerations:**

On 7/1/24 the council approved the agreement with WSU. Cost \$10,395.00

#### **Recommendation:**

Motion to approve employee survey questionnaire prepared by WSU.

# **DRAFT** Employee Survey

- 1. What type of employee are you? (Select all that apply)
  - o Full time
  - o Part time
  - Volunteer

# Section 1: Leadership

- 2. How much do you trust your immediate supervisor?
  - Not at all
  - A little
  - Somewhat
  - Quite a bit
  - Completely
- 3. Rank how well your *current* immediate supervisor performs the following:

Note: Please answer based on the person you consider to be your immediate supervisor, regardless of their formal title or departmental structure.

	Very Well	Well	Not well	Not well at all
Clear Communication: Provides clear and timely				
information about tasks and expectations.				
Supportive Behavior: Offers help and resources				
when you face challenges at work.				
Fair treatment: Treats all team members fairly and				
without favoritism				
Competence: Shows strong knowledge and skills in				
their role.				
Honesty: Is honest and open about decisions and				
policies.				
Recognition: Regularly acknowledges and				
appreciates your hard work and achievements.				
Consistency: Acts the same way in their decisions				
and behavior.				
Empathy: Understands and cares about your personal				
and work-related needs.				
Transparency: Shares information about changes and				
decisions that affect your work.				
Responsiveness: Quickly addresses and resolves				
issues or concerns you raise.				

4.	Are	you a	department	head?
----	-----	-------	------------	-------

- Yes
- No

If No:

- 5. How much do you trust your department head?
  - Not at all
  - A little
  - Somewhat
  - Quite a bit
  - Completely
- 6. Please rank how well your department head performs the following:

	Very Well	Well	Not well	Not well at all
Clear and Transparent Communication: Regularly				
shares important information and decisions openly with staff.				
Active Listening: Listens to employee concerns and				
feedback attentively and takes them seriously.				
Visibility and Accessibility: Is visible and accessible to				
employees, making an effort to interact with staff regularly.				
Follow-Through: Follows through on promises and				
commitments made to employees.				
Support and Resources: Provides the necessary support				
and resources for employees to do their jobs effectively.				
Recognition and Appreciation: Regularly acknowledges				
and appreciates the hard work and achievements of employees.				
Consistency in Actions: Acts consistently in their				
decisions and behavior, avoiding double standards.				
Empathy and Understanding: Shows understanding and				
concern for employees' personal and professional needs.				
Accountability: Takes responsibility for their actions and				
decisions and holds themselves accountable.				
Expertise and Ability: Demonstrates a high level of				
expertise and ability in their field, effectively solving				
problems and making informed decisions.				

	My department head is accountable to their staff.
	<ul> <li>Strongly agree</li> <li>Agree</li> <li>Disagree</li> <li>Strongly disagree</li> </ul>
8.	How often does your department head seek out your feedback?  Often Sometimes Rarely Never
9.	How often do you have personal interactions with your department head?  • Often

7. How much do you agree with the following statement?

Never
 10. Please rank how well the City Administrator performs the following:

Sometimes Rarely

	Very Well	Well	Not well	Not well at all	No opinion/don't know
Visibility and Accessibility: Is visible and					
accessible to employees, making an effort to					
interact with staff regularly.	1				
Planning: Sets long-term goals and priorities					
that align with the city's objectives.					
Community Engagement: Involves					
community stakeholders in decision-making					
processes to increase transparency and					
trust.					
Policy Development: Creates and					
implements policies that promote the city's					
growth and well-being.					
Expertise and Ability: Demonstrates a high					
level of expertise and ability in their field,					
effectively solving problems and making					
informed decisions.					

# Section 2: Employee Support

- 11. Who do you typically turn to for support when you are stressed at work? (Select all that apply)
  - Coworkers
  - o Immediate supervisor
  - o Spouse/family
  - o Professional counselor
  - Other (please specify)
- 12. Have you ever used the City's EMPAC program for counseling?
  - Yes
  - No

If Yes:

# 12a. How often do you use EMPAC services?

- Once or twice a year
- A few times a yar
- Monthly
- Weekly

# 12b. Would you recommend EMPAC to your coworkers?

- Yes
- No
- Maybe

If No:

12c. What are the main reasons you have not used EMPAC? (Select all that apply)

- o I'm not aware of the program
- o I don't have time to participate.
- I don't need the services offered.
- I don't know how to access the services.
- I don't think the services will be helpful.
- I prefer to use other resources outside of work.
- There's too long of a wait for services.
- Other (please specify)

# 13. How much do you agree with the following statements?

	Strongly	Agree	Disagree	Strongly
	agree			disagree
My workload is manageable.				
I am encouraged to take time off when				
needed (vacation, sick and personal days).				
My current supervisor is supportive of my life				
commitments and needs.				
My current supervisor provides resources				
and support for managing work-related				
stress.				

# 14. How much do you agree with the following statements?

	Strongly agree	Agree	Disagree	Strongly disagree
I enjoy coming to work each day.				
I have positive relationships with my				
colleagues.				
The work environment is supportive.				
I feel valued by my team.	7			
I know what my department's goals are.				
I am a part of planning and goal setting for				
my department.				
I know how the work my department does				
aligns with the City overall.				
I am proud to be a part of my department.				

## Section 3: Department Relations

- 15. How well do you know colleagues from other departments?
  - Very well
  - Well
  - Not well
  - Not well at all

If Not well – Not well at all:

15a. What makes it hard to get to know people from other departments? (Select all that apply)

- Not enough chances to meet
- Different locations
- Different work hours
- No easy way to communicate
- Too busy with work
- Not interested
- Work environment
- Other (please specify)

If Very well or Well:

15b. Which of the following has helped you get to know colleagues from other departments most? (Select all that apply)

- o Regular meetings
- Events or social gatherings
- Collaborative projects or tasks
- Shared workspaces
- o Training sessions
- My own personal initiative to reach out
- Other (please specify)
- 16. How much do you agree with the following statement:

Other departments have it easier or better than we do.

- Strongly agree
- Agree
- Disagree
- Strongly disagree

If Strongly agree or Agree:

16a. Why do you think other departments have it easier or better? (Select all that apply)

They have better work hours

- They get more vacation time
- o Their jobs are less stressful
- o They have more resources or support
- o They have better management
- They have fewer responsibilities
- Other (please specify)
- 17. Have you experienced any negative impacts from policy changes in other departments?
  - Yes
  - No

If Yes:

17a. How often have policy changes negatively impacted your work?

- Every day
- Frequently
- Occasionally
- Rarely
- One time

17b. Was your department consulted before the change was made?

- Yes
- No
- I don't know

17b. What was/were the policy change(s)? Open ended.

#### Section 4: Financial Matters

18. Are you involved in the budget process for your department?

- Yes
- No, and I think I should be
- No, and I don't think I should be
- I don't know

# For employees directly involved in the budget process

If Yes:

18a. What is your current level of involvement in the budget process for your department?

- Very involved
- Somewhat involved
- Not involved

If I think I should be:

18b. Why do you think you should be involved in the budget process for your department? (Select all that apply)

- I have relevant expertise or experience
- I want to contribute to financial decision-making
- o I believe it would improve my understanding of departmental priorities
- I think it would enhance transparency and accountability
- I want to ensure fair allocation of resources
- Other (please specify)

If Yes or I think I should be:

18c. What is your desired level of involvement in the budget process for your department?

- Very involved
- Somewhat involved
- Not involved

18d. What barriers do you face in participating in the budget process? (Select all that apply)

- Lack of time
- Insufficient training or knowledge
- Limited access to budget information
- Lack of support from management
- Other (please specify)

18e. Any additional comments on your involvement with the budget process. Open ended

# For employees not directly involved in the budget process

If No:

18f. How well are you informed about the budget process in your department?

- Very informed
- Somewhat informed
- Not informed

18g. How transparent do you feel the budget process is in your department?

- Very transparent
- Somewhat transparent
- Not transparent

18h. What is your desired level of involvement in the budget process?

- Very involved
- Somewhat involved
- Not involved

19. How much do you agree with the following statements?

19a. Pay is a main reason I work for the City

- Strongly agree
- Agree
- Disagree
- Strongly disagree

19b. Benefits are a main reason I work for the City.

- Strongly agree
- Agree
- Disagree
- Strongly disagree

# 20. How satisfied are you with the following:

	Very satisfied	Satisfied	Dissatisfied	Very dissatisfied	Not applicable to me
Hourly rate/salary					
Health benefits					
Retirement benefits					

If Dissatisfied or Very dissatisfied with Retirement benefits:

20a. What improvements would you like to see in the retirement benefits offered by the City? (Select all that apply)

- o Increased employer contributions
- More investment options
- o Better communication and education about the benefits
- More flexible plans
- Other (please specify)

If Dissatisfied or Very dissatisfied with Health benefits:

20b. What improvements would you like to see in the health benefits offered by the City? (Select all that apply)

- Lower premiums or out-of-pocket costs
- More comprehensive coverage (e.g., dental, vision)
- Better mental health support and services
- o More flexible health plan options
- Increased employer contributions
- Wellness programs and incentives
- Improved access to specialists
- Other (please specify)

- 21. Do you have jobs/work in addition to working for the City?
  - Yes
  - No

## If Yes:

21a. Why do you have additional jobs/work? (Select all that apply)

- o To make more money for non-essential spending (ex. hobbies, travel, etc.)
- Because my City job doesn't pay enough to cover my living expenses (ex. rent/mortgage, utilities, groceries, etc.)
- To pay off debts or loans
- o To save for future goals
- To get experience in a different field
- o To follow a passion or hobby
- To support my family
- Other (please specify)
- 22. How would you describe the use of City resources across the entire organization?
  - Always appropriate
  - Mostly appropriate
  - Sometimes appropriate
  - Rarely appropriate
  - Never appropriate
- 23. How would you describe the use of City resources in your department?
  - Always appropriate
  - Mostly appropriate
  - Sometimes appropriate
  - Rarely appropriate
  - Never appropriate

## Section 5: Communication

- 24. How would you describe current communication from the City Administrator?
  - Open
  - Secretive
  - Mixed
- 25. Please rank how much you agree with the following statements about communication from the City Administrator:

	Strongly Agree	Agree	Disagree	Strongly Disagree
Communication from the City Administrator				
is clear and consistent.				
Information from the City Administrator is				
provided in a timely manner.				
I know the process for providing feedback to				
the City Administrator.				
The City Administrator communicates				
decisions, processes, and changes.				

- 26. How often would you like to receive communication from the City Administrator?
  - Daily
  - Weekly
  - Bi-weekly
  - Monthly
  - As needed
- 27. How would you like to receive communication from the *City Administrator*? (Select all that apply)
  - o Emails
  - Scheduled team meetings
  - Instant messaging
  - o Phone calls
  - o In-person, informal conversations
  - Other (please specify)

- 28. How would you describe current communication within *your department?* 
  - Open
  - Secretive
  - Mixed
- 29. What do you think are the main challenges to effective communication within *your department*?
  - No clear way to communicate
  - Not enough meetings or updates
  - Meetings are not productive
  - No chances to give feedback
  - Department leadership does not communicate
  - Other (please specify)
- 30. How often would you like to receive communication from your department?
  - Daily
  - Weekly
  - Bi-weekly
  - Monthly
  - As needed
- 31. How would you like to receive communication from *your department*? (Select all that apply)
  - o Emails
  - Scheduled team meetings
  - o Instant messaging
  - Phone calls
  - o In-person, informal conversations
  - Other (please specify)
- 32. Do you have access to the information you need to do your job effectively?
  - Yes
  - No

If No:

32a. What type of information do you need to do your job? (Select all that apply)

- Project updates
- Department-specific policy changes
- City-wide policy changes
- Department goals and achievements
- City-wide updates
- Training and development opportunities
- o Financial updates
- Other (please specify)

- 33. How prepared do you feel to address questions and concerns from the public?
  - Very prepared
  - Somewhat prepared
  - Not at all prepared

If Somewhat or Not at all prepared:

33a. What additional support or information would help you in dealing with public interactions? (Select all that apply)

- o More training on customer service skills
- Clear guidelines and protocols for public interactions
- Access to a support team for difficult situations
- Regular updates on community issues and concerns
- Better communication tools (e.g., phone systems, email)
- More information about City services and programs
- Stress management resources
- Other (please specify)

#### Section 6: Change & Planning

- 34. How receptive is your current supervisor to new ideas and suggestions?
  - Very receptive
  - Somewhat receptive
  - Not at all receptive
- 35. How confident are you that your *current* supervisor will follow through on new ideas and suggestions?
  - Very confident
  - Somewhat confident
  - Not at all confident
- 36. How much do you agree with the following statements?

	Strongly	Agree	Disagree	Strongly
	agree			disagree
The City's plans for the future have been				
communicated to me.				
The City's actions will positively impact the				
future of Mulvane.				
I am confident in City leadership's ability to				
plan for a successful future.				

- 37. Do you supervise employees?
  - Yes
  - No

If Yes:

Section 7: Supervisors Only

- 38. Do you feel that supervisors receive adequate training and support?
  - Yes
  - No

If No:

- 37a. What additional training or support would benefit supervisors? (Select all that apply)
  - Leadership and management skills
  - Communication and interpersonal skills
  - o Conflict resolution and problem-solving
  - Time management and organizational skills
  - o Technical skills related to their department
  - o Employee motivation and engagement strategies
  - Diversity and inclusion training
  - Other (please specify)
- 39. Do you have hiring responsibilities?
  - Yes
  - No

If Yes:

38a. Please rate how easy or difficult hiring for your department is:

- Very easy
- Somewhat easy
- Somewhat difficult
- Very difficult

38b. What factors contribute to hiring challenges? (Select all that apply)

- Lack of qualified candidates
- o Competitive job market
- o Insufficient salary or benefits
- Lengthy hiring process
- Limited recruitment resources
- High turnover rates
- Poor job advertisements
- My department does not face hiring challenges
- Other (please specify)

38c. Which of the following actions from the City would improve your ability to hire?
Please rank your top three.
Increase salary and benefits packages
Streamline the hiring process
Enhance job advertisements and outreach efforts
Provide more recruitment resources
Offer signing bonuses or incentives
Improve training and development opportunities
Focus on retaining current employees to reduce turnover
My department does not face hiring challenges
Other (please specify)

#### Section 8. Demographics

- 40. What department do you work for? (Required)
  - Administration
  - Municipal Pool
  - Public Safety
  - Public Works
- 41. How long have you worked for the City?
  - 0-5 years
  - 6-10 years
  - 11-15 years
  - 16-20 years
  - 21-25 years
  - 25-30 years
  - 30+ years
- 42. Any additional comments?

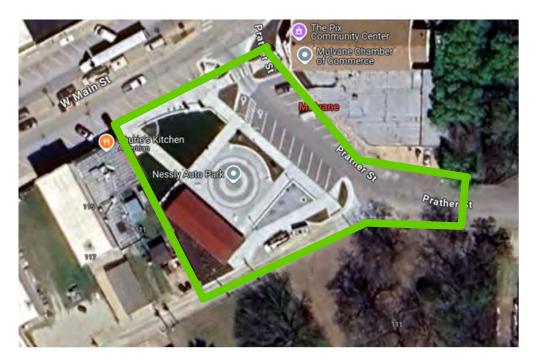
## City Council Meeting September 16, 2024

**To:** Honorable Mayor Allen and City Council **Fr:** Joel Pile, Planning & Zoning Administrator

Subject: Authorization of a special event on city property for the sale and service of alcoholic

liquor and cereal malt liquor

Background: The Mulvane Chamber of Commerce in cooperation with the City has held a monthly farmers market known as "Market on Main". The market is held on the second Sunday of each month (April – October) from 1 p.m. to 4 p.m. on Prather Street and in the splash park. The first year of the market has been successful, averaging 30 vendors and 800 attendees. October 13, 2024, is the last market of the year and the Chamber is planning an Oktoberfest themed market. Vendors offering German inspired food items such as bierocks, pretzels, corndogs, pickles, etc. have been invited to participate. There will be a band playing polka music and other Oktoberfest games and events. The Chamber has requested a special event premises be created to allow the sale and consumption of alcohol. The designated area consists of Prather Street and the splash park, all depicted in map below.



The Special Event Premises includes public property (streets, parks, and sidewalks) owned by the City which requires a designation of a "Special Event" to allow the consumption of alcoholic beverages under Section 600.150 and Section 600.180 of the Code of the City of Mulvane.

**Legal Consideration:** City Code makes provision for the issuance of temporary permits but does not normally allow the consumption of any alcoholic liquor or cereal malt beverage on public property within the City, except during "Special Events" of a specified time, place, and duration, upon approval by the governing body of the City. Approving a Resolution would

designate the October 13, 2024 "Market on Main" as a "Special Event" and authorize the Mulvane Chamber of Commerce and any lawfully licensed permit holder to offer for sale, sell and serve alcoholic liquor and cereal malt beverages on the Special Event Premises during the specified time and duration of said event. The Resolution shall be governed by and construed in accordance with the applicable laws of the State of Kansas.

**Financial Consideration:** Any and each applicant requesting a Temporary Event License shall pay the City, at the time of application, the required license tax (\$25 per day) as provided for in Section 100.240 of the Code of the City of Mulvane. In addition, per K.S.A. 41-1201 each applicant must electronically submit a state fee of \$25 per day for a State Temporary Event License. Both a City Temporary License and Kansas Temporary Permit are required to offer for sale, sell and serve on the Special Event Premises.

#### Recommendation:

Motion to approve Resolution No. 2024-9 authorizing a Special Event Premises on public property in connection with the October 13, 2024 "Market on Main" for the sale and service of alcoholic liquor and cereal malt liquor within the city limits and closing portions of Prather Street to vehicular traffic during the specified Special Event.

#### RESOLUTION NO. 2024-9

A RESOLUTION OF THE CITY OF MULVANE, KANSAS AUTHORIZING A SPECIAL EVENT ON CITY PROPERTY IN CONNECTION WITH THE COMMUNITY'S MARKET ON MAIN FOR THE SALE AND SERVICE OF ALCOHOLIC LIQUOR AND CEREAL MALT LIQUOR WITHIN THE CITY LIMITS AND STREET CLOSING.

WHEREAS, K.S.A. 41-1202 authorizes the Director of the Kansas Department of Revenue - Alcoholic Beverage Control Division (the "ABC Director") to issue a temporary permit (the "Temporary Permit") to any one or more persons or organizations to offer for sale, sell and serve alcoholic liquor or cereal malt beverage for consumption on unlicensed premises, which may be open to the public; and

WHEREAS, The Mulvane Chamber of Commerce, Inc., a Kansas not-for-profit corporation, has made an application to the City for a "Special Event" to offer for sale, sell and serve alcoholic liquor and cereal malt beverages on Sunday, October 13, 2024, from 12:00 noon to 5:00 p.m. in the designated area consisting of Prather Street (from Main Street east to the Styx Creek bridge) and Nessly Auto Park, all depicted on Exhibit A attached hereto (the "Special Event Premises"); and

WHEREAS, the Special Event Premises is located entirely within the corporate limits of the City; and

WHEREAS, the Special Event Premises includes public property owned by the City, such that the designation of a "Special Event" by the City is required in order to allow consumption of alcoholic beverages under Section 600.150 and Section 600.180 of the Code of the City of Mulvane, Kansas (the "Code").

WHEREAS, the Code makes provision for the issuance of temporary permits but does not normally allow the consumption of any alcoholic liquor or cereal malt beverage on public property within the City, except during "Special Events" of a specified time, place, and duration, upon approval by the governing body of the City; and

WHEREAS, the governing body desires to approve a "Special Event" as requested by The Mulvane Chamber of Commerce, Inc. and authorizes any lawfully licensed permit holder to offer for sale, sell and serve alcoholic liquor and cereal malt beverages, on the Special Event Premises, as provided for by State Law for the sale of alcoholic liquor, as, if and when approved by the ABC Director.

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

SECTION 1. <u>Authorization of Special Event</u>. The City authorizes a "Special Event" on Sunday, October 13, 2024, where all proper licensees are authorized to offer for sale, sell and serve alcoholic liquor and enhanced cereal malt beverages from 12:00 noon to 5:00 p.m., within

the Special Event Premises, provided each licensee complies with all other requirements of Kansas and local law at all times (the "Special Event").

SECTION 2. <u>Street Closure</u>. All of Prather Street (from Main Street east to the Styx Creek bridge) shall be closed to vehicular and through traffic from at least Sunday, October 13, 2024 from 12:00 noon to 5:00 p.m., all as depicted on Exhibit A attached hereto, in connection with the Special Event herein authorized. City Staff is hereby authorized and ordered to take such action as reasonable and necessary in connection herewith.

SECTION 3. <u>Display of License</u>. This Resolution and all Temporary Permits and Kansas Liquor Licenses shall be placed conspicuously at the entrance to the Special Event Premises by Temporary Permit holders and adjacent drinking establishments seeking to extend their licensed premises during the Special Event.

SECTION 4. Governing Law and Effective Date. This Resolution shall be governed by and construed in accordance with the applicable laws of the State of Kansas and shall take effect from and after its adoption and approval, provided that the ABC Director and City staff issue Temporary Permits or other liquor licenses valid for the same time, location and duration as said Special Event.

[Remainder of Page Intentionally Left Blank]

RESOLVED, APPROVED AND ISSUED by the governing body of the City of Mulvane, Kansas on the  $16^{\rm th}$  day of September, 2024.

#### CITY OF MULVANE, KANSAS

[seal]	By
	Brent Allen, Mayor
ATTEST:	
By	<u> </u>

#### **EXHIBIT A**



#### September 16, 2024

TO: Mayor & Council

FR: Austin St. John, City Administrator RE: Solid Waste Collection Services

ACTION: Review Proposals and Award Contract

#### Background:

The City of Mulvane, Kansas (the "City") sent out RFPs for its solid waste service in February 2018. On April 16, 2018, the City Council selected the low bidder, Waste Management (WM) to provide solid waste hauling for the City. The City and WM entered into a contract to provide service beginning June 1, 2018 to December 21, 2019 with the option to extend the term of the Agreement for three (3) successive renewal terms of one (1) year each with a 3% increase annually. On December 10, 2022 the City approved the renewal agreement with Waste Management for (2) consecutive renewal terms of one (1) year each. The current term ends December 31, 2024. The City sent out RFPs for its solid waste service on July 15, 2024. The City received proposals from Waste Management and Waste Connections.

#### **Analysis:**

The Request for Proposal was sent out to seven solid waste haulers in the Wichita area on July 15, 2024. The proposals were due back to the City by August 30<sup>th</sup>. Three proposals were returned undeliverable. The City received proposals from Waste Management and Waste Connections.

#### **Legal Considerations:**

As per the City Attorney

#### **Financial Considerations:**

Attached is a summary of the two proposals received. Waste Management provided pricing for recycling services, as requested in the RFP.

The apparent low bidder is Waste Management. The City Council will need to decide if they wish to include recycling services and if so to which locations.

#### Recommendation:

Motion to accept the proposal from Waste Management to provide solid waste hauling services (and recycling services) to the City and enter into an agreement as prepared by the City Attorney.

City Hall CITY OF MULVANE, KANSAS 211 N. 2<sup>nd</sup> Ave. Mulvane, KS 67110 (316) 777-1143

#### ${\bf REQUEST\;FOR\;PROPOSALS\;("RFP")}$

For

# MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION SERVICES FOR THE

CITY OF MULVANE, KANSAS



Proposals Due: 12:00 p.m. Central Time, August 30, 2024

## CITY OF MULVANE, KANSAS MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION SERVICES REQUEST FOR PROPOSALS

#### I. Introduction and General Requirements

**Program.** The City of Mulvane, Kansas ("City") requests proposals for exclusive collection of the City government's solid waste ("City Waste").

**Due Date for Proposals.** Proposals are due to the City Administrator, 211 N. 2<sup>nd</sup> Ave., Mulvane, Kansas 67110, at 12:00 p.m. Central Time on August 30, 2024. **Proposals must be received BEFORE this time and date.** It is the sole responsibility of the Respondent to ensure that the proposal is received at or before the specified time. <u>Postmarks and facsimiles are not acceptable</u>. Proposals received after the deadline shall be rejected and returned unopened.

**II. Scope of Work.** The Respondent selected (the "Contractor") shall be provide the following services to the City:

#### A. General Municipal Waste Services Required.

#### 1. Collection:

- a) Weekly collection of refuse at all properties used by the City for governmental or proprietary operations, including, but not limited to, City Hall, EMS Buildings, Public Works Building, Old Power Plant, New Power Plant, Animal Shelter, City Pool, PIX, Police Dept, and City Sports Complex.
- b) Twice-weekly collection of refuse at the City Wastewater Treatment Plant.
- c) On-call collection of abandoned waste (illegal dumping) within 24 hours ("Abandoned Waste").
- d) Emergency service, such as storm cleanup, as needed ("Emergency Waste").
- e) Request for individual pricing at each location for recycling services.

#### B. Old Settlers' Day Services Required.

- 1. Commitment to provide approximately 125 90-gallon or larger carts without lids for Old Settlers' Celebration each third or fourth weekend in August. Delivery and pick-up of carts shall be included in the per cart charge.
  - a) All carts must be delivered by Thursday morning at 10:00 a.m.
  - b) All carts must be emptied by Saturday morning at 6:30 a.m.
  - c) All carts must be removed by Sunday at 6:00 p.m.
  - d) Contractor shall be responsible for clearing designated areas of the City of all trash, whether within a cart or outside a cart, as follows:
    - (1) Friday evening after 11:00 p.m. and before 6:00 a.m. on Saturday morning.
    - (2) Saturday evening after 11:00 p.m. and before 7:00 a.m. on Sunday morning.
    - (3) Sunday, between 4:00 p.m. and 6:00 p.m.

- 2. Provide approximately 45 Portable Toilets, including nine (9) handicap units for Old Settlers Day each third or fourth weekend in August. Delivery and pick-up of Portable Toilets shall be included in the per unit charge.
- C. **Transportation and Disposal.** Contractor is responsible for arrangement, transport and provision of disposal of City Waste, Abandoned Waste, and Emergency Waste collected within the City to one or more materials processing and/or disposal facilities provided or arranged for by the Contractor and licensed by Sedgwick County or other competent and controlling authority. Respondents must include their projected processing costs and/or disposal fees in their proposed service fee.

#### III. Proposal Content.

- A. **Qualifications** (comparable experience; references) demonstrated experience providing similar services in a similar service area.
- B. **Fees for Services.** Fees for services set forth in Scope of Work.
- C. **Proposed Service Agreement**. Any proposed form of service agreement for provision of the services.
- D. **References.** Provide the following information:
  - 1. Other Respondent programs with technical and operational features similar to those proposed.
  - 2. Municipal contract disclosure A list of all Respondent's contracts with municipalities in the last 5 years, with name and phone number of knowledgeable contact.
- E. **Litigation Record.** Provide information regarding all litigation, contract disputes, criminal charges, administrative actions, or labor disputes for the past five years involving Respondent and/or Respondent's affiliates.
- F. **Environmental Record.** Provide the following:
  - 1. Violations for all alleged or actual violations of environmental law or regulation include case number, date, and name of regulatory agency.
  - 2. Pending or threatened:
    - a) notices of violation;
    - b) administrative enforcement proceedings;
    - other actions alleging noncompliance with environmental law, regulation, permit or compliance order (solid waste, air management, etc.) for Respondent anywhere, and for Affiliates in Kansas, during the past five (5) years;
    - d) Include case number, date and name of regulatory agency.
- **IV. Contract Terms.** The Contractor will be expected to execute a formal service agreement with the City for the provision of the requested services with the general terms set forth in Attached A to this RFP.

#### V. Additional Information.

- A. All submittals in response to this solicitation become the property of the City when received by the City and may be considered public information under applicable law.
- B. City reserves the right to reject any and all proposals, or part of any proposal, to postpone the scheduled proposal deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal and that would not affect a Respondent's ability to perform the work adequately as specified.
- C. No negotiations, decisions or actions shall be initiated by any company as a result of any verbal discussions with any city employee or elected/appointed official prior to completion of the request for proposal process, other than the employee identified herein. Such activity may be cause for disqualification of consideration for award of this project.

#### VI. Proposal Format.

- A. ALL PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE BEARING ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER OF THE ENVELOPE, the Respondent's name and address, and *the name of the person specified on the SIGNATURE PAGE*.
- B. Any portion of a proposal that is deemed to be a trade secret by Respondent shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters. The City will not disclose proprietary information to the public unless required by law; however, the City cannot guarantee that such information will remain confidential.
- C. To be considered responsive, proposals should adhere to the following guidelines:
  - 1. Indicate the name, title, mailing address, telephone number, fax number, and Email address of the Respondent's primary contact person.
  - 2. Any agreement proposed by a Respondent as part of its proposal must be submitted with the proposal. Any such agreement will be considered as part of the proposal prior to selection of a contractor. The inclusion of a proposed agreement does not guarantee its acceptance by the City.
  - 3. Submit complete information and documentation as listed in Section III Selection Criteria.
  - 4. The signature page must be submitted with the proposal. Proposals submitted without this page will be deemed non-responsive. Signatures must be manual and in ink.

#### VII. City Point of Contact.

A. **Questions.** Respondents shall direct any and all questions and correspondence regarding this RFP to:

Austin St. John, City Administrator 211 N. 2<sup>nd</sup> Ave, Mulvane, Kansas 67110

Telephone: (316) 777-1143 Facsimile: (316) 777-4081 E-mail: astjohn@mulvane.us

- B. **E-mail Preference.** All questions regarding this RFP shall be submitted in writing, preferably by E-mail. The City will consider all questions and communicate the questions and answers to all known Respondents by written or e-mail addendum to this RFP.
- C. **No Political Contact.** Respondents shall not contact City elected officials or officers or employees other than the City Administrator with questions or suggestions regarding this RFP. Direct communication by Respondents with City Council Members, City staff, or City residents in an attempt to inappropriately skew the review and/or selection process is discouraged. Any unauthorized contact may be cause for disqualification of the Respondent or rejection of a proposal.
- D. **Unsolicited Responses.** Respondents who received notification of this RFP by means other than mailing from the City shall contact the City Administrator to request to be added to the mailing list. It is Respondent's responsibility to provide its email address and mailing address to the City Administrator. *Provision of this information is the only way to ensure timely notification of addenda that may be issued prior to the proposal submittal date.*

#### SIGNATURE PAGE

#### RFP: MUNICIPAL SOLID WASTE SERVICES FOR THE CITY OF MULVANE, KANSAS

This Signature Page must be included with Respondent's submittal to validate Respondent's proposal. **Proposals submitted without this page will be deemed non-responsive**.

1	r
CERT	IFICATIONS, REPRESENTATIONS AND WARRANTIES
Waste supple: I execu	of the firm of, ("Respondent"), ched Proposal ("Proposal") is submitted in response to a Request for Proposals for Municipal Solid Services in the City of Mulvane, Kansas, and all attachments thereto, as it may have been nented and clarified as of the date of submission of this Proposal (collectively, the "RFP"), and that ted the Proposal with full authority to do so. The Respondent will honor its Proposal for one years date. I further certify:
a.	Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with its Proposal.
b.	All statements contained in the Proposal and in this certification are accurate, truthful, complete, and made with full knowledge that in awarding a service agreement the City will rely upon the truth of the statements contained in the Proposal and in the statements contained in this certification, representation and warranty.
c.	Respondent has read and understood the RFP and Respondent has based its Proposal on its obligations thereunder.
d.	Neither Respondent nor any person having a substantial interest in Respondent nor any subcontractor referred to in the Proposal is currently suspended or barred from doing business with any government entity.
e.	Respondent has reviewed all of its present and pending engagements and in making this Proposal, and determined that no potential for conflict of interest or unfair advantage.

- f. Having carefully examined the RFP, and all other documents included or referenced in the RFP, all information made available by the City, and being familiar with the work and the various conditions affecting the work, Respondent hereby offers to furnish all labor, vehicles, facilities, equipment, supplies and things necessary, proper or incidental to the provide services in accordance with the RFP.
- g. No person or selling agency has been employed or retained by Respondent to solicit or secure the service agreement in expectation of receipt of a commission, percentage, brokerage or contingent fee.

h.	. I acknowledge receipt of the following addenda (if any):				
	Addendum No.	Date	Title		

#### RESPONDENTS MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL:

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price(s) quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and am authorized to sign and submit this proposal. I further certify, represent and warrant as attached to this Signature Page.

Company:	F	P
Phone:	Fax:	E-mail:
Name:		Date:
Signature:		
Printed Name:		Title:
Street Address/PO Ro	v·	

Street Address/PO Box: City, State & Zip

License No. (if applicable) License Classification (if applicable)

## ATTACHMENT A CONTRACT TERMS

The Contractor(s) selected will be expected to execute a formal agreement with the City for the provision of the requested services with the following general terms:

- A. **Term and Extensions.** The term of the service agreement will commence on the date of the service agreement and terminated on December 31, 2025 with a City option to extend for 3 additional terms of 1 year each.
- B. **Termination.** The City may terminate the service agreement based on Contractor default; continued uncontrollable circumstances; failure to agree on adjustment of the service fee component due to changes in law; performance specifications determined to be unenforceable, or for other causes as set forth in the service agreement.
- C. **Rights and Remedies of City for Default**. In the case of default by the Contractor, the City may procure the services from other sources and may recover the loss occasioned thereby from any unpaid balance due the Contractor or by claiming against any performance bond, letter of credit, or other financial security of the Contractor, or by suit against the Contractor.
- D. **Indemnities.** The Contractor(s) selected shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the service agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Contractor's performance of the services, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "Contractor's performance" includes acts and omissions of the Contractor and Contractor's officers, employees, agents and subcontractors.

#### **E.** Insurance Requirements -

- 1. <u>Coverage Requirements.</u> Without limiting its other indemnities, Contractor will secure and maintain insurance coverage meeting the following requirements.
  - a) General Liability Insurance: Limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate;
  - b) Pollution Legal Liability Coverage: Limit of not less than \$2,000,000 per occurrence covering loss (including cleanup costs) that Contractor becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) resulting from pollution conditions caused by transported cargo (including waste).
  - c) Automobile Liability Coverage: Covering all Vehicles (any auto) with a limit of liability not less than \$2 million for each accident;

- d) Workers' Compensation as required by Kansas law and Employers' Liability Insurance with limits of not less than \$500,000 for each accident, \$500,000 for disease policy limit, and \$500,000 for disease each employee;
- 2. <u>Coverage Requirements for Subcontractors.</u> Contractor will ensure each Subcontractor performing Collection is insured as required above by providing evidence that either:
  - a) Contractor is maintaining Insurance required by this Section protecting Contractor and City interests against Liabilities caused by the acts, errors or omissions of the Subcontractor; or
  - b) The Subcontractor is maintaining that Insurance itself.
- 3. <u>Evidence of Coverage</u>. Contractor will provide endorsements, certificates, schedules and other evidence of coverage with respect to Contractor and any Subcontractor requested by and acceptable to at the City, on or before the Agreement Execution Date, promptly upon renewal of policies, and within 10 Business Days of the City's request.
- F. Independent Contractor The Contractor shall be an independent contractor and shall not be an employee of the City. Contractor shall be responsible for all insurance required hereunder and all payroll-related taxes. Contractor shall not be entitled to any employee benefits. Subject to the performance and service standards contained in the service agreement, Contractor shall control the manner and means of accomplishing the result contracted for herein. Contractor shall neither assign rights nor delegate duties arising under the service agreement without the prior written consent of the City.
- G. **Conflict of Interest** The responsible officers and its employees of the Contractor having major responsibilities for the performance of work under the service agreement awarded based on this RFP shall not have any interest, direct or indirect, which might conflict in any manner or degree with its performance under the service agreement.
- H. **Additional Contract Terms** The City reserves the right to require any additional terms to, or object to or reject any proposal for any terms presented in, a proposed service contract in City's sole discretion.



## **B** | Fees for Services

Fees for services set forth in Scope of Work.

WM provides each customer exceptional service at an outstanding value. Our goal is not to be the lowest cost service provider, but to provide the most value to our customers through our assets, skilled employees that can focus on safety, unparalleled customer service, and innovative technology - all while providing consistent, quality service over the full life of the contract. When combined, these benefits allow Mulvane to rely on us for all waste management needs and save on your most valuable resource - time.

Commer	cial Trash			
Size 1/wk		2/wk	3/wk	
96gl	\$ 40.00	\$ 80.00	\$120.00	
2 Yard	\$ 62.00	\$125.00	\$187.00	
4 Yard	\$ 92.00	\$185.00	\$277.00	
6 Yard	\$123.00	\$ 245.00	\$368.00	

Commercial Recycling			
Size	1/wk \$ 32.00		
96gl			
2 Yard	\$	48.00	
4 Yard	\$	71.00	
6 Yard	\$	93.00	

Alternate Pricing for Abandon Waste	
WM proposes offering an open top roll off at a city location	
that can be used to dispose of abandon waste.	
Delivery rate: No charge. Haul rate: \$471.00	_
Cost per ton: \$77.90	

Alternate Pricing for Storm Debris
WM proposes offering an open top roll off at a city location that can be used to dispose of storm debris.
Delivery rate: No charge.
Haul rate: \$460.00
Cost per ton: \$37.90

Old Settlers Day event.	
125 96gl trash carts delivered Thurs	day and removed Sunday.
Flat all inclusive fee: \$4055.00	

WM provides this pricing for year one only. Any additional, mutually agreed upon option years would require negotiated, mutually agreeable rates for those years.



#### Fees for Service

Sports Complex / 2-4-yard front load containers emptied one time a week - \$311.76 per month.

(Keep in mind during the off season, service can be reduced or put on vacation)

Swimming Pool / 1-4-yard front load trash container emptied one time a week - \$155.88 per month.

(Keep in mind during the off season, service can be reduced or put on vacation)

Public Works / 1-4-yard front load trash container emptied one time a week - \$155.88 per month and 1-4-yard front load recycle cardboard container emptied one time a week - \$138.56 per

Old Power Plant / 1-4-yard front load trash container emptied one time a week - \$155.88 per month.

City Hall / 1-2-yard front load trash container emptied one time a week - \$77.94 per month.

EMS / 1-2-yard front load trash container emptied one time a week - \$77.94 per month.

New Power Plant / 1-4-yard front load trash container emptied one time a week - \$155.88 per month.

EMS #2 / 1-2-yard front load trash container emptied one time a week - \$77.94 per month.

WWTP 1417 Pope / 2-2-yard front load trash containers emptied two times a week - \$311.76 per month and 1-4-yard front load trash container emptied one time a week - \$155.88 per month.

WWTP 1441 Pope / 2-2-yard front load trash containers emptied two times a week - \$311.76 per month

Police Dept. / 1-2-yard front load trash container emptied one time a week - \$77.94 per month.

Pix Community Center / 5-95-gallon trash carts serviced one time a week with Carry Out Service - \$100 per month

(Remainder of page intentionally left blank.)

#### **Illegal Dumping / Abandoned Waste**

We are sorry but WC will not be able to collect within 24 hours, we will collect within 72 business hours of notice. Cost - \$280.00 per hour for compactor truck & driver plus disposal cost. (Current disposal cost - \$74.00 per ton) If WC must rent equipment to assist with the removal of the abandoned waste WC will bill the City of Mulvane the cost of the rental equipment.

#### **Emergency Service / Storm Clean Up**

WC would provide roll-off services. Sizes 20yd, 30yd, & 40yd roll offs.

Weekday Cost:

Weekend or Holiday Cost for Service if available:

Deliver Fee - \$155.00 Haul Rate - \$240.00 Disposal - \$74.00 per ton Delivery Fee - \$295.00 Haul Rate - \$465.00 Disposal - \$74.00 per ton

#### Old Settlers Days - Service 125-95-gallon carts with lids.

Sorry we don't have event carts without lids.

Carts will be delivered by Thursday morning before 10am

All carts will be emptied and designated areas around the carts will be cleaned up before 6am on Saturday and Sunday morning. We will start removing the carts and clean up the area around the carts on Monday.

Cost – Carts - \$1875.00 for delivery & removal fee.

Cost for services on Saturday, Sunday, & Monday - \$2955.00

Total - \$4830.00

#### Old Settlers Days - Provide 45 Portable Restrooms / 9-ADA & 36 Regular Pots.

Deliver portable restrooms Thursday and remove them on the following Monday.

Cost for 36 Regular Pots - \$4320.00 plus tax.

Cost for ADA Pots - \$1980.00 plus tax.

Total - \$6300.00 plus tax. (without any cleaning services)

Cleaning Service cost for one day for all restrooms - \$985.00

Cleaning Service cost for two days for all restrooms - \$1970.00

On each anniversary date of the initial Agreement Waste Connections would be allowed no more than four percent (4%) increase on all services.

<u>Proposed Service Agreement</u> – Please See attached blank copy of the WC Exclusive Franchise Agreement. Keep in mind this is a generic Agreement and we would revise this Agreement to fit the needs of the City of Mulvane and WC.

#### References

- City of Wichita Commercial Service Joshua Lauber / Senior Buyer 316-268-4426
- USD 259 Wichita Schools Leland Vance / Supervisor Site Manager 316-973-2120

Trash Proposal Comparison	Current Chg.	Containers		Waste Management	Waste Connections
				Proposal	Proposal
Sports Complex	118.05	2 - 4 yd dumpsters	weekly	184	311.76
Swimming Pool	64.29	1 - 4 yd dumpster	weekly	92	155.88
410 W. Bridge	64.29	4 yd dumpster	weekly	92	155.88
	71.15	4 yd recycle		71	138.56
	38.38	Recycle Offset			
120 Boxelder	64.29	1 - 4 yd dumpster	weekly	92	155.88
211 N. Second	44.27	1 - 2yd dumpster	weekly	62	77.94
910 E. Main	44.27	1-2yd dumpster	weekly	62	77.94
9910 111th St. SE Power Plant	64.29	1 - 4yd dumpster	weekly	92	155.88
911 Kansas Star Dr. EMS 2	44.27	1 -2yd dumpster	weekly	62	77.94
101 E. Main PIX	30.47	1 carry out	weekly		
	110.67	5 - 96 gallon cart service		200	100
1417 Pope Dr WWTP	159.15	2- 2yd dumpster	2 x's a week	250	311.76
	152.43	1 - 4 yd dumpster		92	155.88
1441 N. Pope Dr WWTP	119.1	2 -2yd dumpster	2 x's a week	250	311.76
430 E. Main St.	44.27	1 - 2 yd dumpster	weekly	62	77.94
	1233.64			1663	2265
Old Settlers	1200	125 carts		4055	4830
De sue lie e Donne de		00.0-11-1			Net Oak Will
Recycling Proposal		96 Gallon	weekly	32	Not Submitted
		2 yard	weekly	48	Not Submitted
		4 yard	weekly	71	Not Submitted
		6 yard	weekly	93	Not Submitted

#### September 16, 2024 City Council Meeting

TO: Mayor & City Council FR: City Administrator

RE: ARC95 Funding Agreement

ACTION: Approve ARC95 Funding Agreement with Sedgwick County

#### **Background:**

Sedgwick County and cities south and southeast of Wichita have been in discussions about an interchange from Highway 15 at 95<sup>th</sup> Street, between Mulvane and Derby, going west to US-81 and beyond. This discussion has been going on for the last seven years or more. The premise behind the interchange is to improve traffic conditions, create an overpass over the railroad, and a bridge over the Arkansas River. The interchange will create better access to I-35 as well as for the communities/population along Highway 15.

Sedgwick County is currently working to get funding for the project and is asking the participating cities to contribute towards the project. In principle, the leaders of the city of Mulvane had agreed early on to set aside money in the budget to help fund the project as it will benefit the city of Mulvane. This is a similar agreement that other cities in the area have made and are putting in writing.

#### **Analysis:**

The agreement with Sedgwick County will help solidify grant applications, showing that there is support from multiple communities in writing and monetarily. The county would used the funds from this agreement to pay for fees, right-of-way acquisition, engineering and other costs associated with the preparation of the ARC95 project. The ARC95 project would benefit Mulvane and the surrounding communities with improved traffic and access.

#### **Fiscal Impact:**

The initial financial impact of this agreement would be \$20,000 with an additional \$5,000 each year for the next five years.

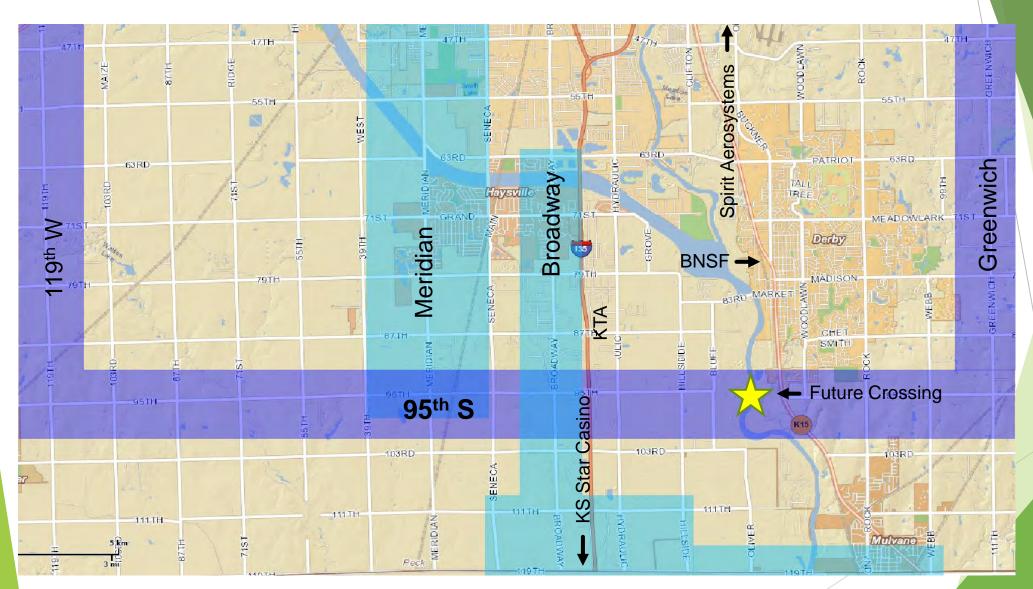
#### **Recommendations:**

Approve the ARC95 Funding Agreement with Sedgwick County.

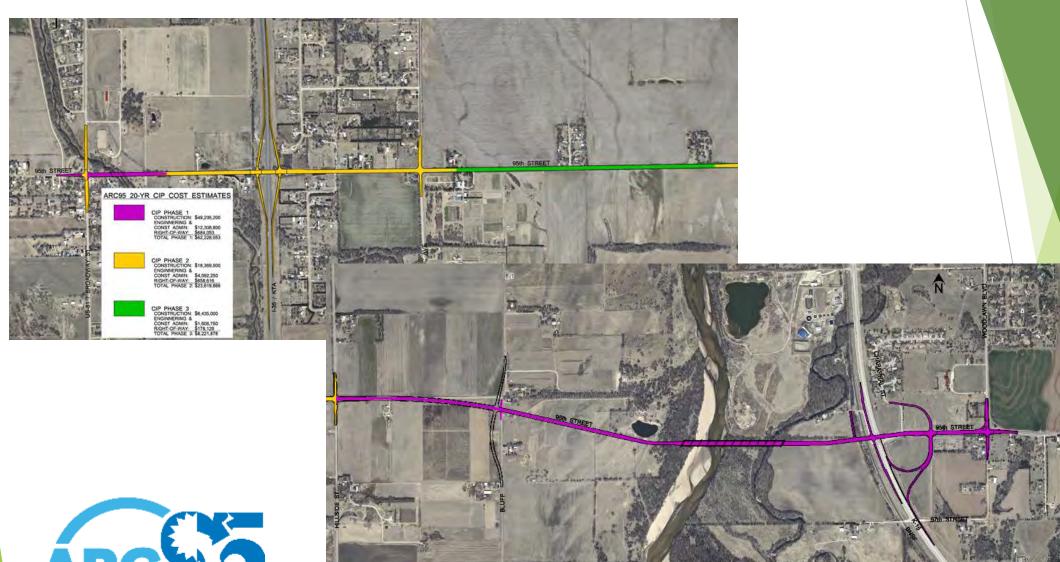
#### **MOTION**

I make a motion to approve the ARC95 Funding Agreement with Sedgwick County with the mayor to sign.

## Project Area and Studies



## ARC95 Study Corridor and Phasing





## Crossing at Arkansas River and K-15













Sedgwick County...

working for you

Coming together to plan for future improvements to the 95<sup>th</sup> Street corridor.

#### **ARC95 FUNDING AGREEMENT**

This ARC95 Funding Agreement ("Agreement) is between Sedgwick County, Kansas ("County") and the City of Mulvane, Kansas ("City"), collectively, the "Parties."

#### **RECITALS:**

- A. The Parties are entering into this Agreement pursuant to K.S.A. 12-2908 and K.S.A. 68-169, which authorizes any county, city or political subdivision of Kansas to enter into written agreement with each other with respect to the planning, designing, financing, constructing, reconstructing, maintaining, acquiring of right-of-way or establishing the controlled access facilities of any existing or proposed highway, road, street or connecting link. This Agreement is not an interlocal agreement as defined within K.S.A. 12-2901, et seq.
- B. County intends to construct an east-west roadway at the Arkansas River Crossing and 95<sup>th</sup> Street, which encompasses corridor improvements along a 4.0-mile segment of 95<sup>th</sup> Street from Broadway Street (US-81) to Woodlawn Boulevard, including a new bridge crossing of the Arkansas River (the "ARC95 Project").
- C. The ARC95 Project will benefit numerous cities in the county, including the City of Mulvane, in terms of connecting communities, advancing regional transportation needs, providing businesses and commuters with better access to highways, and relieving traffic congestion.
- D. City supports the ARC95 Project and desires to assist County by providing funds to help pay for fees and costs associated with establishing the Corridor Preservation Overlay District, right-of-way acquisition, preliminary engineering (up to and including final construction plans), preparation and actions associated with environmental review needs, and costs associated with public meetings regarding said project.

**NOW THEREFORE**, in consideration of these premises, and the mutual covenants set forth below, the Parties agree to the following provisions:

- 1. **Purpose:** The purpose of this Agreement is to provide funding for the ARC95 Project. Since 2021, City has approved Five Thousand U.S. dollars (\$5,000.00) per year in its annual budget for the ARC95 Project. To date, City has Twenty Thousand Dollars (\$20,000.00) currently earmarked for the ARC95 Project. City's approved Capital Improvement Plan provides for Five Thousand U.S. dollars (\$5,000.00) to be allocated each year for the ARC95 Project.
- 2. **Term:** The term of this Agreement is five (5) years from the last date of signature below.
- 3. <u>City Remittance to County:</u> City shall remit all current ARC95-earmarked funds (\$20,000.00) to the County within ten (10) business days of the date of last signature below. City shall also remit Five Thousand U.S. dollars (\$5,000.00) to County by March 1 of each year, beginning in 2025.

- 4. <u>Use of Funds:</u> Any funds County receives from City under this Agreement shall be used solely for the purpose of paying fees and costs associated with establishing the Corridor Preservation Overlay District, right-of-way acquisition, preliminary engineering (up to and including final construction plans), preparation and actions associated with environmental review needs, and costs associated with public meetings regarding the ARC95 Project.
- 5. **No Third Party Beneficiaries:** No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
- 6. <u>Headings</u>: The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.
- 7. <u>Termination</u>: The Parties may cease their participation in this Agreement by providing a 30-day written notice of termination to the other party at their address indicated within Section 8 of this Agreement.
- 8. <u>Notification:</u> Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Public Works

Attn: Director of Public Works

1144 S Seneca Wichita, KS 67213

and

Sedgwick County Counselor's Office

Attn: Contract Notification 100 N. Broadway, Suite 650

Wichita, KS 67202

City: City of Mulvane

Attn: City Administrator 211 North 2<sup>nd</sup> Avenue Mulvane, KS 67110

- **9.** Entire Agreement: This Agreement contains the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Any agreement not contained herein shall not be binding on the Parties, nor shall it be of any force or effect.
- **10.** <u>Assignment:</u> Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by any party without the prior written consent of the other parties. Any attempted assignment without such consent shall be null and void.

- 11. <u>Amendments</u>: Neither this Agreement nor any rights or obligations created by it shall be amended by any party without the prior written consent of the other parties. Any attempted amendment without such consent shall be null and void.
- **12.** Cash Basis and Budget Laws: This Agreement is subject to the provisions of the Cash Basis Laws (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the Parties shall at all times stay in conformity with such laws, and as a condition of this Agreement, each of the Parties reserves the right to unilaterally sever, modify, or terminate this Agreement at any time, if in the opinion of the party's legal counsel, the Agreement may be deemed to violate such laws.
- **13.** <u>Severability</u>: In the event any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.
- 14. <u>Counterparts; Signatures</u>: This Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in a portable document format (PDF) shall be acceptable and deemed binding on the parties hereto as if they were originals.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as of the date indicated beside his or her signature.

SEDGWICK COUNTY, KANSAS	CITY OF MULVANE, KANSAS		
RYAN BATY Date Commissioner, Fourth District	BRENT ALLEN Mayor	Date	
ATTESTED TO:	ATTESTED TO:		
KELLY B. ARNOLD County Clerk	Debbie Parker City Clerk		
APPROVED AS TO FORM:			
SAMANTHA SEANG Assistant County Counselor			

#### CITY COUNCIL MEETING September 16, 2024

TO: Mayor and City Council

FROM: J.T. Klaus, Triplett Woolf Garretson, LLC, City Attorney

SUBJECT: Electric System Project
ACTION: Adopt the Ordinance

#### Background:

On July 7, 2021, the City of Mulvane, Kansas (the "City") approved having its planned electrical substation project included in the 2021 bond issue of KPP Energy, a Municipal Energy Agency, formerly The Kansas Power Pool ("KPP") (the "KPP").

As part of that process, the City adopted an ordinance authorizing the City to execute the necessary documents with KPP for the substation project, including executing a Project Schedule I outlining the terms of the substation project to be added to the City's Power Purchase Contract.

The original Schedule I estimated the project costs at \$2,200,000, but the City actually included only \$1,900,000 in the bond issue. The final project costs will be substantially higher with the Evergy transmission upgrade, and the KPP voted to allocate an additional \$433,635.92 from its 2021 bond issue to the Mulvane project. Therefore, it is necessary to amend the City's original ordinance and authorize an amended and restated Schedule I to establish the final costs of KPP's portion of the Project at \$2,333,635.92 and set the actual Facilities Charges attributable to the project.

#### **Financial Considerations:**

The final project costs attributable to KPP is \$2,333,635.92. The City will pay the cost of publishing the ordinance. The final Facilities Charge schedule is included with the amended and restated Schedule I.

#### **Legal Considerations:**

The City must approve the ordinance as part of its participation in the KPP financing.

#### Recommendation:

City Staff's recommendation is for the City to approve the Ordinance amending the project costs and authorizing the amended and restated Schedule I. The remainder of the Substation Project is included in the City's 2024 general obligation bond issue.

#### **Action/Sample Motion:**

I move that we adopt Ordinance No. 1590 amending Ordinance No.1543 and authorize the execution and delivery of any such necessary documents, including an amended and restated Schedule I attachment to the City's Power Purchase Contract.

(Ordinance published in *The Mulvane News* on September 19, 2024)

#### ORDINANCE NO. 1590

AN ORDINANCE AMENDING ORDINANCE NO. 1543 APPROVING A PROJECT TO BE UNDERTAKEN BY THE KANSAS POWER POOL ("KPP"), A MUNICIPAL ENERGY AGENCY FOR THE BENEFIT OF THE CITY OF MULVANE, KANSAS AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH DOCUMENTS AS SHALL BE NECESSARY IN CONNECTION THEREWITH.

WHEREAS, the City of Mulvane, Kansas (the "City") has previously executed a certain Power Purchase Contract, dated as of June 1, 2013 (the "Power Purchase Contract") with The Kansas Power Pool ("KPP"), a Municipal Energy Agency (now known as, KPP Energy, a Municipal Energy Agency) (the "KPP"), to purchase power from the KPP and which Power Purchase Contract contemplates the KPP undertaking certain projects for the benefit of the City, the costs of which are paid by the City as a Cost of Power thereunder; and

WHEREAS, pursuant to Ordinance No. 1543 (the "Original Ordinance"), the City found it necessary and desirable to acquire, construct, and equip a new electrical substation to service the City, including, but not limited to, new transmission lines, electrical interconnections, transformers and switchgear (the "Project"), together with any alterations or additional improvements deemed a part of the Project at an estimated cost of \$2,200,000 pursuant to and in accordance with the provisions of the Power Purchase Contract; and

WHEREAS, the City finds it necessary and desirable to amend the Original Ordinance to reflect the actual final costs of the KPP portion of the Project at \$2,333,635.92; and

WHEREAS, the City further finds it necessary and desirable to authorize the execution and delivery of such documents and authorize the Mayor and City staff to take all actions necessary to accomplish the purposes of this Ordinance upon terms and conditions as approved by the KPP.

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

SECTION 1. <u>Project Authorization</u>. Section 1 of the Original Ordinance is hereby amended and restated as follows:

<u>"Project Authorization."</u> The City hereby approves and directs the KPP to acquire, construct, and equip the Project at a cost of \$2,333,635.92, plus finance costs, the costs of which shall be considered "Costs of Power" pursuant to the Power Purchase Contract."

SECTION 2. <u>Related Matters</u>. The Mayor, City Clerk and City staff are hereby authorized and directed to execute an Amended and Restated Schedule to the Power Purchase Contract related to the Project and this Ordinance including the final costs and schedule of related

facilities charges and any documents and take any and all such other actions not inconsistent herewith as may be necessary or appropriate to accomplish the purposes contemplated by this Ordinance. The City further hereby grants the KPP and its agents, contractors, and employees a license to enter onto all City property, easements, and rights-of-way for purposes of completing the Project.

SECTION 3. <u>Effective Date</u>. This Ordinance shall take effect on and be in full force after its adoption by the governing body of the City, approval by the Mayor and publication once in the official newspaper of the City.

[Remainder of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by the governing body of the City of Mulvane, Kansas this 16th day of September, 2024.

#### CITY OF MULVANE, KANSAS

[seal]	By
ATTEST:	Brent Allen, Mayor
By	

#### AMENDED AND RESTATED SCHEDULE I

This Schedule amends and restates the original Schedule I dated July 7, 2021.

#### **PROJECTS**

#### Project 1:

Acquire, construct, and equip a new electrical substation to service the City of Mulvane, Kansas, including, but not limited to, new transmission lines, electrical interconnections, transformers and switchgear (the "Project"), together with any alterations or additional improvements deemed a part of the Project pursuant to and in accordance with the provisions of the Power Purchase Contract.

Incorporated by reference herein in this Schedule I are the following specific exhibits:

Exhibit A - Costs of the Construction of Project 1.

Exhibit B – Schedule of Facilities Charges

Participant's Allocable Portion of Project 1 - 100%

Project Engineer: ElectriComm, Inc.

IN WITNESS WHEREOF, the parties hereby supplement the Power Purchase Contract and certify that the above Project shall be incorporated into the Power Purchase Contract as a "Project" within the meaning of Section 1.33 and Section 4 thereof, executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, all as of this 16th day of September, 2024.

# [seal] By\_\_\_\_\_\_\_ Brent Allen, Mayor ATTEST: By\_\_\_\_\_\_\_ Debra M. Parker, City Clerk KPP ENERGY, A Municipal Energy Agency [seal] By\_\_\_\_\_\_ Colin Hansen, General Manager and CEO ATTEST:

Lou Thurston, Board Secretary/Treasurer

# EXHIBIT A

#### PROJECT COSTS

# PROJECT 1

\$2,333,635.92

# EXHIBIT B

### SCHEDULE OF FACILITIES CHARGES

# PROJECT 1

City of Mulvane - Final Debt Service Allocation									
Date	Principal	Coupon	Interest	Total Debt Service	Trustee Annual Fee	Debt Service Reserve Fund	Net Debt Service	Annual Net D/S	Monthly Payments
12/1/2021			0.000	- 7.15	650,31		650.31	650.31	54.19
6/1/2022			71,240.83	71,240.83		-499.14	70,741.69		
12/1/2022			40,325.00	40,325.00	650.31	-282.53	40,692.78	111,434.47	9,286.21
6/1/2023			40,325.00	40,325.00		-282.53	40,042.47		
12/1/2023			40,325.00	40,325.00	650.31	-282.53	40,692.78	80,735.25	6,727.94
6/1/2024			40,325.00	40,325.00		-282.53	40,042.47		
12/1/2024			49,659.03	49,659.03	800.84	-347.93	50,111.94	90,154.41	7,512.87
6/1/2025			49,659.03	49,659.03		-347.93	49,311.11		
12/1/2025			49,659.03	49,659.03	800.84	-347.93	50,111.94	99,423.05	8,285.25
6/1/2026			49,659.03	49,659.03		-347.93	49,311.11		
12/1/2026			49,659.03	49,659.03	800.84	-347.93	50,111.94	99,423.05	8,285.25
6/1/2027			49,659.03	49,659.03		-347.93	49,311.11		
12/1/2027	190,877.87	5.000%	49,659.03	240,536.91	800.84	-347.93	240,989.82	290,300.92	24,191.74
6/1/2028			44,887.09	44,887.09		-347.93	44,539.16		
12/1/2028	197,035,22	5.000%	44,887.09	241,922,31	800.84	-347.93	242,375.22	286,914.38	23,909.53
6/1/2029			39,961.21	39,961.21		-347.93	39,613.28		
12/1/2029	209,349.92	5.000%	39,961.21	249,311.13	800.84	-347.93	249,764.04	289,377.32	24,114.78
6/1/2030			34,727.46	34,727.46		-347.93	34,379.53		
12/1/2030	221,664,63	4.000%	34,727.46	256,392,08	800.84	-347.93	256,844.99	291,224.52	24,268.71
6/1/2031			30,294.17	30,294.17		-347.93	29,946.24	100 0000001	
12/1/2031	227.821.98	4.000%	30.294.17	258.116.14	800.84	-347.93	258,569.05	288.515.29	24,042,94
6/1/2032	400.400.500		25,737.73	25,737.73		-347.93	25,389.80	122412000	
12/1/2032	240,136.68	4.000%	25,737.73	265,874.40	963.51	-347.93	266,489,99	291,879.79	24,323,32
6/1/2033			20,934.99	20,934.99		-347.93	20,587.07		
12/1/2033	246,294,03	4.000%	20,934.99	267,229.02	963.51	-347.93	267,844.61	288,431.67	24,035,97
6/1/2034	- 4-10-10-10-10-10-10-10-10-10-10-10-10-10-		16,009.11	16,009.11		-347.93	15,661.18	0.45.00.00	
12/1/2034	258,608.73	4.000%	16,009.11	274,617.84	963.51	-347.93	275,233.43	290,894.61	24,241,22
6/1/2035			10,836.94	10,836,94		-347.93	10,489.01	250 425 500 6	20000000
12/1/2035	264,766.08	4.000%	10,836.94	275,603,02	963.51	-347.93	276,218.60	286,707.61	23,892.30
6/1/2036			5,541.62	5,541.62		-347.93	5,193.69		
12/1/2036	277,080.78	4.000%	5,541.62	282,622.40	963.51	-278,691.11	4,894.80	10,088.49	840.71
	\$2,333,635.92		\$1,038,014.66	\$3,371,650.58	\$13,175.20	-\$288,670.63	\$3.096,155,15		

# CITY COUNCIL MEETING MULVANE, KANSAS

September 16, 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	Completed to Date: Field surveys of existing RCB in Prather St. along Styx Creek.
Sewer Improvements	Scope of work has been defined for Phase 3.
(Bond Issue funding)	Remaining Work: Prepare bid documents, advertise and bid Phase 3.
(Bond loods randing)	Contract Status: Construction contracts pending.
GIS Mapping Updates	Completed to Date: SAM continues working on GIS updates, including website design.
(Administration Operating	Remaining Work: Provide mapping assistance when requested.
Budget)	Contract Status: Per City staff.
Phase 1 Harvest Point	Completed to Date: The Contractor continues working on sanitary sewer pipe,
Addition Infrastructure	manhole and service installations. Approx. 1,240 LF of sanitary sewer pipe has been
(Municipal Bonds)	installed including the boring & encasement under Webb Rd. Approx. 50% of erosion
(Manicipal Bonds)	control BMP's have been installed. Completed preliminary street design plans.
	Remaining Work: 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.
	Contract Status: McCullough Excavation's current contract amount is \$1,672,980.25.
	Pay Application No. 2 has been submitted and recommended for payment in the
	amount of \$123,435.00. Pay Application No. 2 represents 16% of the total contract
	amount (less 10% held in retainage).
Emerald Valley Estates 2 <sup>nd</sup>	Completed to Date: Completed final plans for sanitary sewer, storm sewer, mass
Addition Infrastructure	grading and detention pond. All KDHE permit applications have been prepared and
(Municipal Bonds)	sent to KDHE reviewers (including water, sanitary sewer and erosion control/NOI). Bid
(Manicipal Bonds)	documents for "Utility and Grading Improvements" have been prepared and are
	scheduled to be advertised on 9/12/24.
	Remaining Work: Receive and evaluate bids for "Utility and Grading Improvements".
	Present bids to the City Council and initiate the contracting phase. Prepare street
	design plans, bid and construct streets.
	Contract Status: Construction contracts pending.
West Main Street Drainage	Completed to Date: The Contractor has initiated field work, including demolition work,
Improvements	setting the new storm sewer inlet box and misc. pipe connections.
(Special Sales Tax)	Remaining Work: Pour concrete sidewalks, install sidewalk hand railing, pour concrete
(-)	flume and replace pavements.
	Contract Status: Wildcat's current contract amount is \$73,869.00. No pay
	applications have been submitted to date.
	Approximent water 2001 outstituted to date.

TO THE REAL PROPERTY.			CASH & B	UDGET STATEME	ENT				
August 2024									
Fund	Begin Bal	Revenue	Expenses	End Bal	Budget	YTD Rev	YTD Exp	Remaining	% Spent
General*	6,140,131.82	344,471.35	711,323.16	6,422,252.33	7,831,360	5,693,826.17	4,342,259.62	3,489,100.38	55.45%
Administration			354,207.06		2,154,800		1,043,459.35	1,111,340.65	48.42%
Public Works			76,291.89		1,061,370		737,077.03	324,292.97	69.45%
Police			126,740.58		2,334,300		1,259,514.78	1,074,785.22	53.96%
Fire			33,369.57		544,628		278,944.06	265,683.94	51.22%
Ambulance			110,763.90		1,658,512		932,226.36	726,285.64	56.21%
Planning & Zoning			9,950.16		77,250		90,846.14	(13,596.14)	117.60%
Bindweed			-		500		191.90	308.10	38.38%
Employee Benefit	1,046,039.72	4,715.24	102,256.25	1,264,259.77	2,260,150	2,081,647.26	1,295,208.70	964,941.30	57.31%
Debt Service	2,342,846.21	6,764.23	2,537,645.87	30,487.06	2,801,814	2,711,966.11	2,787,333.64	14,480.36	99.48%
Capital Improvements	604,006.91		-	629,212.28	470,000	13,397.24	11,671.17	458,328.83	2.48%
Special Liability	226,429.42	3,213.25	5,462.00	227,690.42	120,000	14,056.04	37,051.64	82,948.36	30.88%
Industrial Development	184,251.30	-	-	186,657.16	53,000	1,570.62	0.15	52,999.85	0.00%
Library	10,430.81			148,042.04	551,900	522,107.42	383,474.71	168,425.29	69.48%
Special Alcohol	44,629.20		-	44,629.20	15,000		2,512.30	12,487.70	16.75%
Swimming Pool	(92,896.88)	3,737.79	38,849.56	(122,657.43)	171,347	54,183.28	177,568.42	(6,221.42)	103.63%
Sr. Center	(15,314.87)	4,193.11	12,551.05	(24,552.24)	135,968	30,942.33	58,421.14	77,546.86	42.97%
Library Sales Tax	197,165.39	-	13,290.20	183,875.19	100,000		48,406.73	51,593.27	48.41%
1% Sales Tax	1,930,412.28	83,685.33	561,655.59	1,194,121.30	1,600,000	645,593.64	685,757.92	914,242.08	42.86%
Special Highway	436,685.26	1,542.18	9,779.26	395,728.93	350,000	176,069.15	70,258.17	279,741.83	20.07%
Special Parks	168,185.78	-	6,082.32	162,103.46	150,000	72,888.17	24,283.18	125,716.82	16.19%
Transient Guest Tax	924,719.54	4	359,211.50	565,508.04	475,000	516,141.82	394,461.50	80,538.50	83.04%
Mulvane Land Bank	19,167.70	*	57.20	19,110.50	12,500		2,629.20	9,870.80	21.03%
Electric	6,617,561.53	671,232.82	754,177.80	6,348,150.74	7,031,225	3,902,996.70	3,644,580.13	3,386,644.87	51.83%
Water	1,137,701.21	123,701.09	105,491.63	1,181,579.14	1,644,675	815,143.97	907,943.67	736,731.33	55.21%
Wastewater	1,736,602.82	162,061.49	514,102.67	1,586,436.02	2,233,792	1,287,498.53	1,337,685.12	896,106.88	59.88%
Storm Sewer	469,531.30	5,271.53	3,820.42	472,037.49	165,000	36,154.50	29,713.94	135,286.06	18.01%
Municipal Equipment Reserve	431,649.61		-	431,649.61	0		240,515.04	(240,515.04)	
ARPA	459,602.79		4,744.10	399,989.44	0		83,706.55	(83,706.55)	
		- <del>1</del> 3==.			W = 100				
TOTAL	25,019,538.85	1,414,589.41	5,740,500.58	21,746,310.45	28,172,731	18,576,182,95	16,565,442.64	11,607,288.36	58.80%



Date Range: 08/01/2024 - 08/31/2024

Mulvane, KS
Mulvarie, KS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount Nur	mber
Bank Code: APBI	NK-APBNK-POOL					
00022	APAC-KANSAS, INC., - SHEARS DIVISION	08/01/2024	Regular	0.00	1,240.24 622	216
00101	CHRISTOPHER DAVIS	08/01/2024	Regular	0.00	600.00 622	217
00182	CHRISTOPHER HOLZMAN, ATTY AT LAW	08/01/2024	Regular	0.00	750.00 622	18
00170	CORE & MAIN	08/01/2024	Regular	0.00	55.00 622	19
00092	COX COMMUNICATIONS	08/01/2024	Regular	0.00	630.00 622	220
10223	CRH COFFEE INC	08/01/2024	Regular	0.00	75.90 622	221
01078	EMC INSURANCE COMPANIES	08/01/2024	Regular	0.00	3,838.00 622	22
00124	EMERGENCY FIRE EQUIPMENT INC.	08/01/2024	Regular	0.00	1,097.00 622	23
10659	EPR SYSTEMS USA INC	08/01/2024	Regular	0.00	500.00 622	24
00461	EVERGY	08/01/2024	Regular	0.00	6,370.83 622	25
00145	FOUR STATE MAINTENANCE SUPPLY INC	08/01/2024	Regular	0.00	80.15 622	26
00152	GARNETT AUTO SUPPLY, INC.	08/01/2024	Regular	0.00	162.54 622	27
	**Void**	08/01/2024	Regular	0.00	0.00 622	28
	**Void**	08/01/2024	Regular	0.00	0.00 622	29
10644	GIDEON'S SOURCE OF KANSAS INC	08/01/2024	Regular	0.00	903.00 622	30
10064	HUBER & ASSOCIATES, INC	08/01/2024	Regular	0.00	1,675.00 622	31
10660	IDEATEK TELCOM, LLC	08/01/2024	Regular	0.00	302.67 622	32
00254	JAMES LARRY LINN, ATTY AT LAW	08/01/2024	Regular	0.00	2,000.00 622	33
10391	JOY KAY WILLIAMS	08/01/2024	Regular	0.00	3,050.00 622	
00209	KANSAS GAS SERVICE	08/01/2024	Regular	0.00	115.13 622	
10326	Konica Minolta Premier Finance	08/01/2024	Regular	0.00	626.57 622	
00252	LIFE-ASSIST, INC.	08/01/2024	Regular	0.00	1.64 622	37
01219	MERIDIAN ANALYTICAL LABS LLC	08/01/2024	Regular	0.00	80.00 622	38
00357	MICHAEL J. ROBINSON	08/01/2024	Regular	0.00	1,905.62 622	
00282	MULVANE CHAMBER OF COMMERCE	08/01/2024	Regular	0.00	80.00 622	
09960	OPTIV SECURITY INC.	08/01/2024	Regular	0.00	311.25 622	
00340	QUILL CORPORATION	08/01/2024	Regular	0.00	489.56 622	
00407	SUMNER CO. SHERIFF	08/01/2024	Regular	0.00	540.00 622	43
01186	SUPERIOR RUBBER STAMP & SEAL INC	08/01/2024	Regular	0.00	36.85 622	
00423	TRIPLETT WOOLF & GARRETSON LLC	08/01/2024	Regular	0.00	5,480.34 622	45
00430	ULTRA MODERN POOL AND PATIO	08/01/2024	Regular	0.00	1,399.00 622	46
00434	UNITED STATES POST OFFICE	08/01/2024	Regular	0.00	5,000.00 622	47
00459	WESCO	08/01/2024	Regular	0.00	65.10 622	48
10466	WESTLAKE HARDWARE INC	08/01/2024	Regular	0.00	22.40 622	49
00094	WICHITA WATER CONDITIONING, INC.	08/01/2024	Regular	0.00	119.50 622	50
00479	YOUNG & ASSOCIATES, P. A.	08/01/2024	Regular	0.00	9,495.00 622	51
01041	ALL COVERED	08/08/2024	Regular	0.00	6,777.32 622	52
00022	APAC-KANSAS, INC., - SHEARS DIVISION	08/08/2024	Regular	0.00	1,479.55 622	53
00153	ARIENS SPECIALTY BRANDS LLC	08/08/2024	Regular	0.00	69.95 622	54
00043	BIG TOOL STORE LLC	08/08/2024	Regular	0.00	148.63 622	55
00051	BRENNTAG SOUTHWEST, INC	08/08/2024	Regular	0.00	36,326.00 622	56
00073	CENTRAL RESTAURANT PRODUCTS	08/08/2024	Regular	0.00	6,500.00 622	57
08000	CITY OF MULVANE-UTILITIES	08/08/2024	Regular	0.00	24,566.61 622	58
00170	CORE & MAIN	08/08/2024	Regular	0.00	785.00 622	59
00113	DOLLAR GENERAL - CHARGE SALE	08/08/2024	Regular	0.00	63.95 622	60
10654	DONITA WOOD	08/08/2024	Regular	0.00	138.75 622	61
09885	ED M. FELD EQUIPMENT CO., INC.	08/08/2024	Regular	0.00	683.88 622	62
00145	FOUR STATE MAINTENANCE SUPPLY INC	08/08/2024	Regular	0.00	207.53 622	63
00149	GALAXIE BUSINESS EQUIPMENT, INC.	08/08/2024	Regular	0.00	458.66 622	64
00150	GALL'S INC.	08/08/2024	Regular	0.00	1,216.62 622	65
00152	GARNETT AUTO SUPPLY, INC.	08/08/2024	Regular	0.00	623.30 622	66
00160	GRAINGER, W.W. INC.	08/08/2024	Regular	0.00	74.00 622	67
01140	HAMPEL OIL DISTRIBUTORS INC	08/08/2024	Regular	0.00	396.64 622	68
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	08/08/2024	Regular	0.00	416.01 622	6.50

Vendor Number 10228	Vendor Name HAYSVILLE RENTAL CENTER	Payment Date	Payment Type	Discount Amount	Payment Amount Number
00255	INDUSTRIAL UNIFORM COMPANY LLC	08/08/2024 08/08/2024	Regular Regular	0.00	80.40 62270 104.00 62271
10465	JUMPSTART	08/08/2024	Regular	0.00	1,679.21 62272
00209	KANSAS GAS SERVICE	08/08/2024	Regular	0.00	444.16 62273
00224	KANSAS STAR CASINO	08/08/2024	Regular	0,00	350,000.00 62274
00226	KANSAS STATE TREASURER	08/08/2024	Regular	0.00	3,769,233.75 62275
	**Void**	08/08/2024	Regular	0.00	0.00 62276
10552	KONICA MINOLTA BUSINESS SOLUTIONS	08/08/2024	Regular	0.00	23.00 62277
10326	Konica Minolta Premier Finance	08/08/2024	Regular	0.00	524.46 62278
00252	LIFE-ASSIST, INC.	08/08/2024	Regular	0.00	1,077.79 62279
00257	LOWES BUSINESS ACCOUNT	08/08/2024	Regular	0.00	2,863.26 62280
10645	LUXURY LAWN & LANDSCAPING LLC	08/08/2024	Regular	0,00	7,545.00 62281
01219	MERIDIAN ANALYTICAL LABS LLC	08/08/2024	Regular	0.00	1,328.50 62282
00357	MICHAEL J. ROBINSON	08/08/2024	Regular	0.00	285.60 62283
10022	MIDWEST MOTOR SUPPLY CO. INC	08/08/2024	Regular	0.00	636.80 62284
00283	MULVANE COOPERATIVE UNION	08/08/2024	Regular	0.00	3,105.90 62285
00283	MULVANE COOPERATIVE UNION	08/08/2024	Regular	0.00	7,470.82 62286
10091	MULVANE REC CENTER	08/08/2024	Regular	0.00	510.00 62287
00307 10461	O'REILLY AUTO ENTERPRISES LLC QUADIENT FINANCE USA, INC.	08/08/2024	Regular	0.00	240.09 62288
00340	QUILL CORPORATION	08/08/2024	Regular	0.00	300.00 62289
00112	RK BLACK INC	08/08/2024 08/08/2024	Regular	0.00	942.46 62290
00104	RODNEY L SCHUMOCK	08/08/2024	Regular Regular	0.00	35.23 62291 315.00 62292
00361	RUSTY ECK FORD INC	08/08/2024	Regular	0.00	67.42 62293
10306	RUUD CONCRETE LLC	08/08/2024	Regular	0.00	1,243.00 62294
01050	THE ARBITRAGE GROUP INC	08/08/2024	Regular	0.00	1,000.00 62295
10375	THE TAP OF KANSAS INC.	08/08/2024	Regular	0.00	125.29 62296
10664	TWIN VALLEY TELEPHONE INC	08/08/2024	Regular	0.00	720.77 62297
00443	VERIZON WIRELESS	08/08/2024	Regular	0.00	80.02 62298
10183	WASTE MANAGEMENT	08/08/2024	Regular	0.00	1,233.64 62299
00457	WEIS FIRE AND SAFETY EQUIPMENT CO INC.	08/08/2024	Regular	0.00	1,306.20 62300
00459	WESCO	08/08/2024	Regular	0.00	30.38 62301
10466	WESTLAKE HARDWARE INC	08/08/2024	Regular	0.00	21.53 62302
00468	WICHITA PUMP & SUPPLY CO., INC	08/08/2024	Regular	0.00	978.60 62303
00094	WICHITA WATER CONDITIONING, INC.	08/08/2024	Regular	0.00	187.44 62304
00471	WICHITA WINWATER WORKS CO INC	08/08/2024	Regular	0.00	559.50 62305
00012	AIRGAS USA, INC.	08/15/2024	Regular	0.00	183.79 62308
10493	AMAZON	08/15/2024	Regular	0.00	205.64 62309
00022	APAC-KANSAS, INC., - SHEARS DIVISION	08/15/2024	Regular	0.00	1,130.26 62310
00463	BERRY COMPANIES INC	08/15/2024	Regular	0.00	106.92 62311
00242	BORDER STATES ELECTRIC	08/15/2024	Regular	0.00	9,098.04 62312
10494 09957	BTAC HOLDING CORP  CARSON INSURANCE GROUP	08/15/2024	Regular	0.00	1,682.14 62313
10499	CENTER POINT, INC.	08/15/2024 08/15/2024	Regular Regular	0.00	100.00 62314 147.42 62315
00170	CORE & MAIN	08/15/2024	Regular	0.00	200.00 62316
00092	COX COMMUNICATIONS	08/15/2024	Regular	0.00	3,407.30 62317
00092	COX COMMUNICATIONS	08/15/2024	Regular	0.00	104.41 62318
10223	CRH COFFEE INC	08/15/2024	Regular	0.00	145.80 62319
00103	DE LAGE LANDEN INC	08/15/2024	Regular	0.00	77.44 62320
00152	GARNETT AUTO SUPPLY, INC.	08/15/2024	Regular	0.00	5.29 62321
00165	HALLS SAFETY EQUIPMENT CORP	08/15/2024	Regular	0.00	413.60 62322
00249	LEAGUE OF KS. MUNICIPALITIES	08/15/2024	Regular	0.00	511.01 62323
00252	LIFE-ASSIST, INC.	08/15/2024	Regular	0.00	212.90 62324
09913	MABCD	08/15/2024	Regular	0.00	1,615.26 62325
10606	MIDWEST FASTENER SUPPLY, INC.	08/15/2024	Regular	0.00	22.40 62326
10168	MOTION INDUSTRIES, INC.	08/15/2024	Regular	0.00	158.43 62327
01163	MOTOROLA SOLUTIONS, INC.	08/15/2024	Regular	0.00	7,214.81 62328
01142	MULVANE OLD SETTLERS LLC	08/15/2024	Regular	0,00	100.00 62329
10349	NATHAN WERTH	08/15/2024	Regular	0.00	1,530.00 62330
		and the second second			
00310 00375	OMNI SERVICES GROUP LLC PARKSON CORPORATION	08/15/2024 08/15/2024	Regular Regular	0.00	2,130.54 62331 401.84 62332

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спеск керогі				Da	ate Range: 08/01/2024 - 08/31/
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount Number
09985	PETER A. MACKINNEY	08/15/2024	Regular	0.00	2,480.00 62333
00323	PETTY CASH-CITY OF MULVANE	08/15/2024	Regular	0.00	2,250.14 62334
00437	PS ENTERPRISES LLC	08/15/2024	Regular	0.00	94.30 62335
10599	RICHARD B. PENNELL	08/15/2024	Regular	0.00	98.40 62336
10495	RUSH TRUCK CENTERS OF KANSAS, INC.	08/15/2024	Regular	0.00	808.93 62337
00372	SAMS CLUB SEDGWICK CO DIVISION OF FINANC	08/15/2024 08/15/2024	Regular	0.00	684.74 62338
00379	SHIRTS PLUS INC		Regular	0.00	3,981.32 62339
00385 00386	SHRED-IT US JV LLC	08/15/2024 08/15/2024	Regular	0.00 0.00	569.00 62340 25.63 62341
00407	SUMNER CO. SHERIFF	08/15/2024	Regular Regular	0.00	2,640.00 62342
00415	TG TECHNICAL SERVICES INC	08/15/2024	Regular	0.00	275.83 62343
09881	TRUGREEN LIMITED PARTNERSHIP	08/15/2024	Regular	0.00	916.44 62344
10366	UNDERGROUND VAULTS & STORAGE, INC	08/15/2024	Regular	0.00	88.05 62345
00431	UNIFIED SCHOOL DIST. NO. 263	08/15/2024	Regular	0.00	44.22 62346
00443	VERIZON WIRELESS	08/15/2024	Regular	0.00	561.60 62347
00459	WESCO	08/15/2024	Regular	0.00	170.56 62348
10466	WESTLAKE HARDWARE INC	08/15/2024	Regular	0.00	77.92 62349
00479	YOUNG & ASSOCIATES, P. A.	08/15/2024	Regular	0.00	31,054.00 62350
	**Void**	08/15/2024	Regular	0.00	0.00 62351
00482	ZOLL MEDICAL CORP.	08/15/2024	Regular	0.00	1,360.00 62352
10630	SMITH CONSTRUCTION CO., INC	08/15/2024	Regular	0.00	34,340.00 62354
00015	ALTEC INDUSTRIES, INC.	08/22/2024	Regular	0.00	207.84 62361
00153	ARIENS SPECIALTY BRANDS LLC	08/22/2024	Regular	0.00	139.90 62362
01094	AUSTIN HOSE	08/22/2024	Regular	0.00	286.20 62363
09891	B & S CROWN LLC	08/22/2024	Regular	0.00	123.69 62364
00447	CAPITAL ONE	08/22/2024	Regular	0.00	268.15 62365
00071	CENTRAL POWER SYS & SERV INC	08/22/2024	Regular	0.00	1,859.94 62366
00101	CHRISTOPHER DAVIS	08/22/2024	Regular	0.00	210.00 62367
10255	CRAFCO, INC.	08/22/2024	Regular	0.00	2,700.00 62368
10637	EARDRUM ENTERTAINMENT	08/22/2024	Regular	0.00	1,500.00 62369
09885	ED M. FELD EQUIPMENT CO., INC.	08/22/2024	Regular	0.00	223.34 62370
10669	ELECTRONIC CONTRACTING COMPANY	08/22/2024	Regular	0.00	175.00 62371
09841	FLOYD MICHAEL TYSON	08/22/2024	Regular	0.00	176.00 62372
10563	FORVIS, LLP	08/22/2024	Regular	0.00	23,000.00 62373
00145	FOUR STATE MAINTENANCE SUPPLY INC GARNETT AUTO SUPPLY, INC.	08/22/2024	Regular	0.00	45.58 62374
00152	,	08/22/2024	Regular	0.00	340.62 62375
00160 10608	GRAINGER, W.W. INC. JAMES R BEEBE	08/22/2024 08/22/2024	Regular Regular	0.00 0.00	713.88 62376 4,500.00 62377
00217	KANSAS ONE-CALL SYSTEM, INC.	08/22/2024	Regular	0.00	310.80 62378
00220	KANSAS POWER POOL	08/22/2024	Regular	0.00	374,599.67 62379
10663	KANSAS STATE FAIR	08/22/2024	Regular	0.00	150.00 62380
00233	KANSASLAND TIRE CO. INC.	08/22/2024	Regular	0.00	159.11 62381
10326	Konica Minolta Premier Finance	08/22/2024	Regular	0.00	139.30 62382
00243	KROGER-DILLONS CUSTOMER CHARGE	08/22/2024	Regular	0.00	410.21 62383
10670	LLEW BROWN	08/22/2024	Regular	0.00	2,000.00 62384
00262	MAXIMUM OUTDOOR EQUIPMENT & SERVICE	08/22/2024	Regular	0.00	162.25 62385
09941	MCCULLOUGH EXCAVATION, INC.	08/22/2024	Regular	0.00	117,090.00 62386
00266	MCKEE CLEAR SERVICE SOLUTIONS INC	08/22/2024	Regular	0.00	50.00 62387
01219	MERIDIAN ANALYTICAL LABS LLC	08/22/2024	Regular	0.00	2,352.50 62388
01110	MJB HEATING & COOLING LLC	08/22/2024	Regular	0.00	11,255.00 62389
00282	MULVANE CHAMBER OF COMMERCE	08/22/2024	Regular	0.00	200.00 62390
10349	NATHAN WERTH	08/22/2024	Regular	0.00	3,626.40 62391
00375	PARKSON CORPORATION	08/22/2024	Regular	0.00	708.00 62392
10371	PB PARENT HOLDCO, LP	08/22/2024	Regular	0.00	138.12 62393
00437	PS ENTERPRISES LLC	08/22/2024	Regular	0.00	17.64 62394
00340	QUILL CORPORATION	08/22/2024	Regular	0.00	374.32 62395
10495	RUSH TRUCK CENTERS OF KANSAS, INC.	08/22/2024	Regular	0.00	115.00 62396
10306	RUUD CONCRETE LLC	08/22/2024	Regular	0.00	812.00 62397
00390	SIRCHIE FINGERPRINT LABORATORY	08/22/2024	Regular	0.00	49.89 62398
10196	SUPERIOR RENTS & SALES INC SUSAN DUTCHER	08/22/2024	Regular	0.00	268.88 62399
10250	JOSAN DOTOTEN	08/22/2024	Regular	0.00	310.00 62400

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#### **Check Report**

#### Date Range: 08/01/2024 - 08/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount Number
00430	ULTRA MODERN POOL AND PATIO	08/22/2024	Regular	0.00	29.99 62401
00446	VIA CHRISTI HOME MEDICAL LLC	08/22/2024	Regular	0.00	225.00 62402
00290	BALL BROTHERS RX LLC	08/29/2024	Regular	0.00	28.70 62417
00447	CAPITAL ONE	08/29/2024	Regular	0.00	44.39 62418
00071	CENTRAL POWER SYS & SERV INC	08/29/2024	Regular	0.00	570.00 62419
00080	CITY OF MULVANE-UTILITIES	08/29/2024	Regular	0.00	22,978.77 62420
00170	CORE & MAIN	08/29/2024	Regular	0.00	700.00 62421
10223	CRH COFFEE INC	08/29/2024	Regular	0.00	75.50 62422
10609	D&D EQUIPMENT SALES & RENTALS	08/29/2024	Regular	0.00	342.00 62423
01078	EMC INSURANCE COMPANIES	08/29/2024	Regular	0.00	3,000.00 62424
00461	EVERGY	08/29/2024	Regular	0.00	748.78 62425
10348	FLEXIBLE BENEFIT SERVICE CORPORATION	08/29/2024	Regular	0.00	420.50 62426
00152	GARNETT AUTO SUPPLY, INC.	08/29/2024	Regular	0.00	25.26 62427
00160	GRAINGER, W.W. INC.	08/29/2024	Regular	0.00	2,646.88 62428
00161	GREENLEAF NURSERY COMPANY INC	08/29/2024	Regular	0.00	4,321.67 62429
00176	HILLSIDE NURSERY	08/29/2024	Regular	0.00	475.00 62430
10660	IDEATEK TELCOM, LLC	08/29/2024	Regular	0.00	163.00 62431
00255	INDUSTRIAL UNIFORM COMPANY LLC	08/29/2024	Regular	0.00	50.00 62432
00209	KANSAS GAS SERVICE	08/29/2024	Regular	0.00	120.48 62433
00233	KANSASLAND TIRE CO. INC.	08/29/2024	Regular	0.00	379.12 62434
00249	LEAGUE OF KS. MUNICIPALITIES	08/29/2024	Regular	0.00	275.00 62435
00252	LIFE-ASSIST, INC.	08/29/2024	Regular	0.00	1,641.79 62436
09913	MABCD	08/29/2024	Regular	0.00	1,526.93 62437
01219	MERIDIAN ANALYTICAL LABS LLC	08/29/2024	Regular	0.00	80.00 62438
00302	NATIONAL SIGN COMPANY, INC	08/29/2024	Regular	0.00	148.19 62439
00340	QUILL CORPORATION	08/29/2024	Regular	0.00	50.37 62440
10655	SHAMROCK TIRE & AUTO SERVICE	08/29/2024	Regular	0.00	221.75 62441
10582	SOUTH CENTRAL KANSAS TOURISM REGION	08/29/2024	Regular	0.00	869.50 62442
10647	SURVEYING AND MAPPING, LLC	08/29/2024	Regular	0.00	6,320.00 62443
00343	THE RADAR SHOP INC	08/29/2024	Regular	0.00	200.00 62444
00397	T-MOBILE	08/29/2024	Regular	0.00	264.85 62445
00423	TRIPLETT WOOLF & GARRETSON LLC	08/29/2024	Regular	0.00	7,862.00 62446
00443	VERIZON WIRELESS	08/29/2024	Regular	0.00	242.14 62447
10466	WESTLAKE HARDWARE INC	08/29/2024	Regular	0.00	19.98 62448
00094	WICHITA WATER CONDITIONING, INC.	08/29/2024	Regular	0.00	50.00 62449
00196	INTRUST CARD CENTER	08/15/2024	Bank Draft	0.00	6,853.50 DFT0003903
00078	CITY OF AUGUSTA	08/22/2024	Bank Draft	0.00	34,864.67 DFT0003907

#### **Bank Code APBNK Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	289	207	0.00	5,008,643.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	42	2	0.00	41,718.17
EFT's	0	0	0.00	0.00
A P III	331	213	0.00	5.050.361.17

Date Range: 08/01/2024 - 08/31/2024

#### **Check Report**

Check Report					
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount Number
Bank Code: PYBNK-PA	AYROLL-POOL				
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	08/02/2024	Regular	0.00	78.46 62214
01016	KANSAS PAYMENT CENTER	08/02/2024	Regular	0.00	504.45 62215
01018	AXA EQUITABLE - EQUI-VEST	08/08/2024	Regular	0.00	4,890.00 62306
00079	CITY OF MULVANE	08/08/2024	Regular	0.00	4,593.08 62307
00106	DELTA DENTAL OF KANSAS	08/15/2024	R <b>e</b> gular	0.00	5,206.52 62353
01012	AFLAC	08/15/2024	Regular	0.00	316.29 62355
01013	AFLAC GROUP INSURANCE	08/15/2024	Regular	0.00	854.62 62356
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	08/15/2024	Regular	0.00	78.46 62357
01016	KANSAS PAYMENT CENTER	08/15/2024	Regular	0.00	504.45 62358
01022	LEGAL SHIELD	08/15/2024	Regular	0.00	422.60 62359
00079	CITY OF MULVANE	08/22/2024	Regular	0.00	2,296.54 62403
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	08/30/2024	Regular	0.00	78.46 62415
01016	KANSAS PAYMENT CENTER	08/30/2024	Regular	0.00	504.45 62416
01018	AXA EQUITABLE - EQUI-VEST	08/29/2024	Regular	0.00	8,775.00 62450
00079	CITY OF MULVANE	08/29/2024	Regular	0.00	2,296.54 62451
01021	KPERS	08/02/2024	Bank Draft	0.00	20,936.66 DFT0003871
01021	KPERS	08/02/2024	Bank Draft	0.00	10,449.50 DFT0003872
01026	IRS	08/02/2024	Bank Draft	0.00	26,428.82 DFT0003873
01026	IRS	08/02/2024	Bank Draft	0.00	16,721.79 DFT0003874
01031	KANSAS DEPT OF REVENUE	08/02/2024	Bank Draft	0.00	8,349.96 DFT0003875
01026	irs	08/02/2024	Bank Draft	0.00	6,180.94 DFT0003876
01021	KPERS	08/16/2024	Bank Draft	0.00	612.45 DFT0003886
01021	KPERS	08/16/2024	Bank Draft	0.00	21,533.91 DFT0003887
01021	KPERS	08/16/2024	Bank Draft	0.00	10,594.70 DFT0003888
01026	IRS	08/16/2024	Bank Draft	0.00	26,459.34 DFT0003890
01026	IRS	08/16/2024	Bank Draft	0.00	16,644.42 DFT0003891
01031	KANSAS DEPT OF REVENUE	08/16/2024	Bank Draft	0.00	9,141.27 DFT0003892
01026	IRS	08/16/2024	Bank Draft	0.00	6,188.02 DFT0003893
01021	KPERS	08/16/2024	Bank Draft	0.00	162.61 DFT0003896
01026	IRS	08/16/2024	Bank Draft	0.00	124.00 DFT0003898
01026	IRS	08/16/2024	Bank Draft	0.00	174.94 DFT0003899
01031	KANSAS DEPT OF REVENUE	08/16/2024	Bank Draft	0.00	55.81 DFT0003900
01026	IRS	08/16/2024	Bank Draft	0.00	29.02 DFT0003901
01021	KPERS	08/30/2024	Bank Draft	0.00	21,584.39 DFT0003908
01021	KPERS	08/30/2024	Bank Draft	0.00	10,814.16 DFT0003909

#### Bank Code PYBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	32	15	0.00	31,399.92
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	20	20	0.00	213,186.71
EFT's	0	0	0.00	0.00
PAG	52	35	0.00	244 586.63

# **All Bank Codes Check Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	32 <b>1</b>	222	0.00	5,040,042.92
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	62	22	0.00	254,904.88
EFT's	0	0	0.00	0.00
	383	248	0.00	5,294,947.80

# **Fund Summary**

Fund	Name	Period	Amount
999	Pool Cash Fund	8/2024	5,294,947.80
			5,294,947.80

Approved	
Date	

September 11, 2024

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

Re: Grading and Utility Improvements to serve,

Phase 1 – Harvest Point Addition, Mulvane, Sedgwick County, Kansas Y&A Project No. 23-501

Dear Mr. St. John:

Transmitted herewith is a signed PDF copy of Payment Application No. 2 from McCullough Excavation, Inc. for the above referenced project. We have field verified the quantities requested in the pay application and concur with the amount of \$123,435.00 as requested.

Payment Application No. 2 represents 16.0% of the total contract amount. We estimate approx. 16% of the total work as been completed to date. Per the contract documents, 10% of the value of the work has been retained.

Pending your approval, please sign and return (1) one copy to the Contractor with payment, retain (1) one copy for your file, and provide (1) one copy to our office for our records.

If you have questions or need any additional information, please feel free to contact me at (316)788-2552 or by email at <a href="mailto:engineering@yngpa.com">engineering@yngpa.com</a>.

Very truly yours,

YOUNG & ASSOCIATES, PA

Christopher R. Young, PE

City Engineer

Attachments

		Application August 1, 2024 (	hru August 31, 2024	Application Date: August 31, 2024				
To City of Mulvane, K (Owner):	S	From (Contractor):  McCullough Excav	ation, Inc.	Via (Engineer): Young and Associates				
Project: Harvest Point Phas	e I	Contract:						
Owner's Contract No.:		Contractor's Project No.:	24104	Engineer's Project No.:				
	Application For Pay							
Approved Change Orders			1. ORIGINAL CON	FRACT PRICE	S \$1,672,980,25			
Number	Additions	Deductions	2. Net change by Cha	nge Orders	S \$0,00			
			3. Current Contract	Price (Line 1 ± 2)	\$ \$1,672,980.25			
			4. TOTAL COMPLE	ETED AND STORED TO DATE				
				Progress Estimates)	\$ \$267,250.00			
			5. RETAINAGE:	The second second	An Ast			
			a. 10%					
			7	X S0.00 Stored Material  Retainage (Line 5.a + Line 5.b)				
				BLE TO DATE (Line 4 - Line 5.c)				
TOTALS	\$0.00	\$0.00		PAYMENTS (Line 6 from prior Application)				
NET CHANGE BY		40.50		HIS APPLICATION				
CHANGE ORDERS		\$0,00		NISH, PLUS RETAINAGE				
***************************************				Progress Estimates + Line 5.c above)	SS1,432,455.25			
Contractor's Certification The undersigned Contractor certi	fies, to the best of its knowle	edge, the following	Payment of:	, 123,435.00				
(1) All previous progress paymen	ts received from Owner on	account of Work done under the Contract mate obligations incurred in connection with		(Line 8 or other - attach explanation of	the other amount)			
the Work covered by prior Applic	ations for Payment;			00/1	0/1/24			
		at time of payment free and clear of all	is recommended by:	Ch:VA	1/11/2			
Liens, security interests, and encu	imbrances (except such as a	re covered by a bond acceptable to Owner		(Engineer)	(Date)			
indemnifying Owner against any (3) All the Work covered by this		n accordance with the Contract Documents						
and is not defective	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Payment of:	\$				
				(Line 8 or other - attach explanation of	the other amount)			
			is approved by:					
				(Owner)	(Date)			
Contractor Signature								
By: 7 + 801		Date: 8/30/2024	Approved by:	1				
	1	0/50/7074		Funding or Financing Entity (if applicable)	(Date)			
Ky Milling	1.5	120,000	1	containing and the appropriate	(seme)			
alleady	th mastre	1			(J-1114)			

or (Contract)	Harvest Point Phase 1									Application Number:	2		
Application Period: August 1, 2024 thru August 31, 2024										Application Date:	August 31, 2024		
A	В	C	D	E	F	G	н	- 1	I.	К	L		M
	Item		Co	ontract Informatio	n	Estimated	Value of Work	WORK COM	MPLETED		#616 (C)		
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantity Installed	Installed to Date	From Previous Applications	This Period	Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (B - F)
	Mass Grading		1		\$0,00		\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
-1	Earthwork, Complete in place per lump sum.	1	LS	\$497,925.00	\$497,925.00		\$0.00		50 00	\$0.00	\$0.00		\$497,925.00
2	21" x 14" RCPHE Storm Sewer, complete in	160	LF	\$75,00	\$12,000.00	1	\$0.00		\$0.00	\$0.00	\$0.00		\$12,000.00
3	30" x 19" RCPHE Storm Sewer, Complete in	70	LF	\$85.00	\$5,950.00		\$0.00	1,	50.00	\$0.00	\$0.00	-	\$5,950,00
4	34" x 22" RCPHE Storm Sewer, complete in	37	LF	\$95.00	\$3,515.00	-	\$0.00		\$0.00	\$0.00	\$0.00		\$3,515.00
5	21"x14" RCPHE End Sections, complete in p	-4	EA	\$1,900,00	\$7,600.00		50.00		\$0.00	50.00	\$0.00		\$7,600.00
6	30" x 19" RCPHE End Sections, complet in p	-2	EA	\$2,000,00	\$4,000,00		\$0.00		\$0.00	\$0.00	\$0,00		\$4,000.00
7	34" x 22" RCPHE End Sections, complete in	2	EA	\$2,500.00	\$5,000.00		\$0.00		\$0.00	\$0.00	\$0.00		\$5,000.00
8	Light-Type Stone Rip-Rap on Geotextile Line	281	SY	\$100.00	\$28,100.00		50.00		\$0.00	\$0.00	\$0.00		\$28,100.00
9	Turf Mat Reinforcement, complete in place p	1901	SY	\$7.25	\$13,782.25		\$0.00		\$0.00	\$0.00	\$0.00		\$13,782.25
10	Soil Retention Blanket, complete in place per	2671	SY	\$3.00	\$8,013,00	-	\$0.00		50.00	\$0.00	\$0.00		\$8,013.00
- 11	Seeding and Erosion Control, complete in pla	1	LS	\$49,522.00	\$49,522.00		\$0.00		\$0.00	50.00	\$0.00		\$49,522.00
12	Site Clearing and Restoration	-1	LS	\$30,150.00	\$30,150,00		\$0.00		50.00	\$0.00	\$0,00	-	\$30,150.00
			1, 11	1	\$0.00		50.00		20.00	\$0.00	\$0.00		\$0.00
		- 1	= -		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
			1		\$0.00		50.00		\$0.00	\$0.00	\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
	Tetals				\$665,557.25		\$0.00		\$0.00	\$0.00	\$0,00		\$665,557,25

or (Contract):	Harvest Point Phase 1									Application Number:	2.		
Application Period: August 1, 2024 thru August 31, 2024									- 1	Application Date:	August 31, 2024		
A:	В	C	D	E	F	G	Н	1		K	L		М
	Item		Co	intract Informatio	n	Estimated	Value of Work	WORK COM	MPLETED		Total Completed		
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantity Installed	Installed to Date	From Previous Applications	This Period	Materials Presently Stored (not in H)	and Stored to Date (D+E)	(F/B)	Balance to Finish (B - F)
	Sanitary Sewer		-1		\$0,00		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
1)	8" Sanitary Sewer	2820	LF	\$70.00	\$197,400,00	1242	\$86,940.00	\$19,600.00	\$67,340.00		\$86,940.00	44.0%	\$110,460,00
2	16" Boring and Steel Encasement	53	LF	\$2,000.00	\$106,000.00	53	\$106,000.00	\$106,000.00	\$0.00		\$106,000.00	100,0%	\$0.00
3	Standard Sanitary Sewer Manhole (4' Dia.)	7	EA	\$3,700.00	\$25,900.00	1	\$3,700.00	\$0.00	\$3,700.00		\$3,700.00	14.3%	\$22,200,00
4	Standard Sanitary Sewer Manhole (5' Dia)	7	EA	\$6,000.00	\$42,000.00	5	\$30,000.00	\$0.00	\$30,000.00		\$30,000,00	71:4%	\$12,000.00
5	Connection to Existing Manhole	1	EA	\$4,500.00	\$4,500,00	1	\$4,500.00	\$4,500.00	\$0.00		\$4,500.00	100.0%	\$0.00
6	8" Pipe Stub w/End Cap	2	EA	\$1,800.00	\$3,600,00	1	\$1,800.00	\$0.00	\$1,800.00		\$1,800.00	50.0%	00,008,12
7	4" Pipe Stub w/Riser	11	EA	\$2,100.00	\$23,100.00	4	\$8,400.00	\$0.00	\$8,400.00		\$8,400.00	36.4%	\$14,700.00
8	8"x4" Tee and Riser Assembly	41	EA	\$2,300.00	\$94,300.00	- 11	\$25,300.00	\$0.00	\$25,300.00		\$25,300.00	26.8%	\$69,000.00
g	Flushed and Vibrated Sand Backfill	312	LF	\$5.00	\$1,560,00	122	\$610.00	\$0.00	\$610.00		\$610,00	39.1%	\$950.00
10	Seeding and Erosion Control	1-1-	LS	\$2,322.00	\$2,322.00		\$0.00	\$0:00	\$0.00		\$0.00		\$2,322,00
11	Site Clearing and Restoration	1 1	LS	\$12,200.00	\$12,200.00		\$0.00	\$0,00	\$0.00		\$0.00		\$12,200.00
					\$0.00		\$0.00		\$0,00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0,00	1	\$0.00		\$0.00		\$0.00
					\$0,00		\$0.00		\$0.00		\$0,00		\$0.00
	Totals				\$512,882,00		5267,250,00		\$137,150.00	\$0,00	\$267,250,00	52.1%	\$245,632,00

or (Contract):	Harvest Point Phase I									Application Number	2		
pplication Period	H. August 1, 2024 thru August 31, 2024			Application Date: August 31, 2024									
A	В	C.	D	E	F	G	Н	1	3	К	L		М
	Item	1:	Co	entract Informatio	n	Estimated	Value of Work	WORK COM	MPLETED		A		
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (S)	Quantity Installed	Installed to Date	From Previous Applications	This Period	Materials Presently Stored (not in H)	Total Completed and Stored to Date (D+E)	% (F/B)	Balance to Finish (B - F)
	Storm Water Drain						\$0.00				\$0.00		\$0.00
-9	15" RCP Storm Sewer	38	LF	\$60.00	\$2,280.00		\$0,00		\$0.00		\$0.00		\$2,280.00
2	18" PVC Storm Sewer	528	LF	\$70.00	\$36,960.00		\$0.00		\$0.00		\$0.00		\$36,960.00
3	18" RCP Storm Sewer	75	LF	\$70.00	\$5,250.00		\$0.00		\$0.00		\$0.00		\$5,250.00
4	21" ASP Storm Sewer	194	LF	580.00	\$15,520.00		\$0.00		\$0.00		\$0.00		\$15,520.00
5	24" PVC Storm Sewer	161	LF	\$80,00	\$12,880.00		\$0.00		\$0.00		\$0.00		\$12,880.00
.6	24" RCP Storm Sewer	249	L.F	\$80,00	\$19,920.00		\$0.00		\$0.00		\$0.00		\$19,920,00
7	30" x 19" RCPHE Storm Sewer	74	LF	\$85.00	\$6,290.00		\$0.00		\$0.00		\$0.00		\$6,290.00
8	18" RCP End Sections	1	EA	\$1,000.00	\$1,000.00		\$0.00	11	\$0.00		\$0.00		\$1,000.00
9	21" SP End Sections	1	EA	\$1,000,00	\$1,000,00		\$0.00		\$0.00		\$0.00		\$1,000.00
10	24" RCP End Sections	2	EA	\$1,500.00	\$3,000.00		\$0.00		\$0.00		\$0.00		\$3,000.00
-11	30" x 19" RCPHE End Sections	1 1	EA	\$2,000.00	\$2,000.00		\$0.00		\$0.00		\$0.00		\$2,000.00
12	Flushed and Vibrated Sand Backfill	169	LF	\$5.00	\$845.00		\$0.00		\$0.00		\$0.00		\$845.00
13	Light-Type Stone Rip-Rap on Geotextile Liner	125	SY	\$100.00	\$12,500.00		\$0.00		\$0.00		\$0.00		\$12,500.00
14	Standard Storm Sewer Manhole (5' Dia.)	1	SY	\$3,000.00	\$3,000.00		50.00		\$0.00		\$0.00		\$3,000.00
15	Backyard Inlet (4' Dia.)	2	EA	\$3,500.00	\$7,000.00		\$0.00		\$0.00		\$0.00		\$7,000.00
16	Curb Inlet, Type 1-A (L=5',W=3')	1 1	EA	\$4,300.00	\$4,300.00		\$0.00		\$0.00		\$0.00		\$4,300.00
-17	Curb Inlet, Type 1-A (L=10',W=4')	10	EA	\$6,000.00	\$60,000.00		\$0.00		\$0.00		\$0.00		\$60,000.00
18	Seeding and Erosion Control	1	LS	\$1,340.00	\$1,340.00	1	\$0,00		\$0.00		\$0.00		\$1,340,00
19	Site Clearing and Restoration	1	LS	\$18,500,00	\$18,500.00		\$0,00		\$0.00		\$0.00		\$18,500,00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	112				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
		-	-	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0,00		\$0.00		\$0.00		\$0.00
	Totals				\$213,585,00	1	\$0.00		\$0.00	50,00	\$0.00		\$213,585,00

or (Contract):	Harvest Point Phase 1									Application Number:	2		
pplication Period	August 1, 2024 thru August 31, 2024									Application Date:	August 31, 2024		
A	В	C	D	E	F	G	н	1	1	К	L.		М
	Item		Co	ntract Informatio	on	Estimated	Value of Work	WORK COM	MPLETED.	ETED TO LO		- 1	7 100 100
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantity Installed	Installed to Date	From Previous Applications	This Period	Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (B - F)
	Water Line						\$0.00				\$0.00		\$0.00
11:	8" Water Line	3157	LF	\$65.00	\$205,205.00		\$0.00		\$0.00		\$0.00		\$205,205.00
2	8" DICL SJ Water Line Pipe	16	LF	\$70,00	\$1,120.00		\$0.00		\$0.00		\$0,00		\$1,120.00
3	12" DICL SJ Water Line Pipe	2	ĹF	\$550.00	\$1,100.00		\$0.00		30.00		\$0.00		\$1,100.00
-4	8" Restrained Joint Water Line	60	LF	\$70.00	\$4,200.00		\$0,00		\$0,00		\$0.00		\$4,200.00
5	Fire Hydrant Assembly	6	EA	\$5,300.00	\$31,800.00		\$0.00		\$0.00		\$0.00		\$31,800.00
-6	8" Valve Assembly	7	EA	\$2,300.00	\$16,100.00		\$0.00		\$0.00		\$0,00	-1 - 0	\$16,100.00
7	8" Anchor Valve Assembly	3	EA	\$2,500.00	\$7,500.00		50.00		\$0.00		\$0,00		\$7,500.00
8.	8" Anchor Valve Assembly (Special)	3	EA	\$2,500.00	\$7,500.00		\$0.00		\$0.00		\$0.00		\$7,500,00
9	Flushed and Vibrated Sand Backfill	190	LF	\$5.00	\$950.00		\$0.00		\$0.00		\$0,00		\$950,00
10	Relocate Existing 2" Rural Water Line	850	LF	\$0.12	\$102.00		50.00		\$0.00		\$0,00		\$102,00
11	Seeding and Erosion Control	1	LS	\$2,679.00	\$2,679,00	-	\$0.00		\$0.00		\$0,00		\$2,679.00
12	Site Clearing and Restoration	1-7-	LS	\$2,700.00	\$2,700.00		\$0.00		\$0.00		\$0.00		\$2,700.00
	Totals	I to the same			\$280,956.00		50.00		50,00	\$0,00	\$0,00		\$280,956.00

#### City Council Meeting September 16, 2024

TO: Mulvane City Council

FR: Gordon Fell, Director of Public Safety

RE: Information on Lexipol

ACTION: Information on agreement with Lexipol

#### **Background:**

First and foremost, a policy manual, often called by different names; policy & procedure, operations manual & standard operating manual is the foundation for all of the department's operations. Policies and procedures should reflect and express the department's core values and priorities, and provide clear direction to ensure officers lawfully, effectively and ethically carry out their law enforcement responsibilities. Additionally, policies provide officers with the direction and guidance necessary to improve and develop as police officers and to identify, correct and prevent officer misconduct.

Should an agency be taken to Court due to incidents involving their employees, it is extremely important to be able to show a policy is in place to provide direction and the employee was trained on the proper practices associated with the policy. When equipped with the proper policies, training, and knowledge, the outcome will be to reduce risk.

#### **Analysis:**

In October of 2019, MPD joined Lexipol, the information shared with our staff has excellent. Officers and Dispatch receive daily trainings on those high risk, low frequency type issues that law enforcement face daily.

Lexipol provides a standardized policy manual that offers constant monitoring from outside experts. Utilizing the Lexipol Policy Management System (web-based) coupled with the mobile app, officers will have quick access to policies and see whether they have followed all protocols. Lexipol is an investment in the department and our officers.

#### **Financial Considerations:**

This item is funded through the police department budget annually. As well as we receive a discount on our police liability insurance valued at approximately through EMC.

#### **Recommendation:**

Approve consent agenda item



# Subscription

Id SUB004213 Term Annual Next Bill 12/1/2024

Mulvane Police Department Mulvane Police Department 410 East Main Street Mulvane KS 67110 United States

# This is NOT an Invoice

Quantity	Item		
		Rate	Amount
1	Annual Law Enforcement Supplemental Manual(s)_01t1a000001riEVAAY_16-20_renewal Annual Law Enforcement Supplemental Manual(s)	1,328.37	\$1,328.37
1	L_MAN_16-20_MAN_renewal Annual Law Enforcement Policy Manual & Daily Training Bulletins	11,007.09	\$11,007.09

Total \$12,335.46