

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Monday October 21, 2024

Page

Call Regular Meeting to Order

Roll Call

Pledge of Allegiance

Approval of Regular Meeting Minutes dated October 7, 2024

2-8

Correspondence

Public Comments (State Name and Address – 5 minutes)

Appointments, Awards and Citations

OLD BUSINESS:

NEW BUSINESS:

1. Discuss Zoning Change for Sandy Bottoms – Patricia Ponder

9-19

2. New Server for City Hall – Debbie Parker

3. Delivery Point Facilities Agreement with Evergy – Kendra Stacey

20-37

ENGINEER:

1. Emerald Valley 2nd Addition

38-63

Construction Agreement – McCullough Excavation

2. Project Review and Update

64

CITY STAFF:

City Clerk

City Administrator

1. Financial Report for September

65

City Attorney

CONSENT AGENDA:

66-78

1. Payroll dated 10/11/24 - \$237,280.33

2. W. Main St. Drainage Project – Final Pay Appl. – Wildcat Const. - \$70,349.00

3. Harvest Point Phase 1 – Pay Appl. #3 – McCullough Excavation - \$188,145.00

4. Purchase of Sodium Hydroxide from Brenntag for WWTP- \$19,000.00

5. Purchase of Heliflow Blower from Excelsior Blower Systems for WWTP - \$16,469.00 plus freight

ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:

No Council Workshop for October

Next City Council Meeting – Monday, November 4, 2024 – 6:00 p.m.

ADJOURNMENT:

**MULVANE CITY COUNCIL
REGULAR MEETING MINUTES**

October 7, 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, Trish Gerber.

OTHERS PRESENT: Austin St. John, Debra Parker, J. T. Klaus, Chris Young, Joel Pile, Mike Robinson, Bob Burdette, Beverly DeWald, Pam Clinger, Tom Fagan, Cheryl Couch, Aaron Lonergan, Patricia Ponder and other interested citizens.
Remote attendance: Greg Vahrenberg.

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 September 16, 2024.

MOTION approved unanimously.

CORRESPONDENCE: Councilmember Westfall received correspondence regarding the Railroad receiving water out of a hydrant. Councilmember Huntley received correspondence regarding Sandy Bottoms. Mayor Allen received correspondence regarding EV spots downtown. Councilmember Leeds also received correspondence regarding the EV chargers and asked if they could be metered to see how much electricity is being used.

PUBLIC COMMENTS: Patricia Ponder had concerns regarding the rezoning of property west of the railroad tracks behind First St. known as Sandy Bottoms. This property is used as a recreational area for UTV's. Sedgwick Co. held a public hearing regarding the rezoning of the property from RR Rural Residential to PUD for an outdoor recreation facility that may have indoor/outdoor entertainment (live music and alcohol). Ponder was concerned about traffic and safety. The council heard comments from Bob Burdette who felt the City should annex the property and be controlled by the City. It was explained that the property owner would need to request the annexation. Pam Clinger spoke regarding the safety of the children in the area due to additional traffic and street parking. Entrance to the property is from a Railroad Crossing behind 507 N. First. Ponder had a protest petition for the rezoning which she would need to file with the Sedgwick County Clerk.

City Attorney, J.T. Klaus, explained that an application was made for a PUD for the property in question. The City did not have a public hearing on the matter. A public hearing was held by the MAPC in Wichita. The MAPC voted to approve the PUD with some conditions, such as the time music can be played. The matter will now go to the County Commission. If a protest petition is filed this may force a supermajority vote. Klaus pointed out that all the City can do is to make a recommendation since the decision is made by the County Commission. It was noted that a letter was written by Planning & Zoning Director, Joel Pile, indicating safety concerns.

Property owner, Aaron Lonergan, was present to speak about the concerns. Lonergan feels there is a need for this type of recreation. He hosts four events a year on the property. Lonergan stated that he does not allow racing on the property. Lonergan has been unsuccessful in securing alternate ways to access the property. He has a bond through the Railroad to cross the tracks. He respects the residents and would like to work with them on any concerns. Lonergan does not have plans to sell alcohol but is unable to prevent people from bringing their own. This is for members only and the property has a locked gate. There are no 4 wheelers or dirt bikes allowed on the property. To be on the property, all UTV's must have seatbelts, harnesses, roll cage etc. Security and safety concerns are being addressed.

APPOINTMENTS, AWARDS AND CITATIONS:

1. Proclamation – Power Week:

Mayor Allen read a Proclamation to recognize Public Power Week, October 6th – 12th. This week is designated to recognize the City of Mulvane for its contributions to the community and to educate customer-owners, policy makers, and employees on the benefits of public power.

OLD BUSINESS

None

NEW BUSINESS

1. Transient Guest Tax Request – Kansas Sheriffs Assoc. Fall Training Conference:

City Administrator, Austin St. John, reviewed this item with the council. The Kansas Sheriffs Association is requesting Transient Guest Tax (TGT) funds for their Annual Fall Training Conference and Vendor Exhibit Event. This event will be held at the Kansas Star Event Center on November 19th, 20th, and 21st, 2024.

MOTION by Leeds, second by Westfall to authorize the City Administrator to approve the 2024 request from the Kansas Sheriffs Association Annual Fall Training Conference and Vendor Exhibit Event for Transient Guest Tax funds in the amount of \$2,000.00.

MOTION approved unanimously.

2. Ordinance Amending Sign Regulations:

Planning and Zoning Director, Joel Pile, reviewed this item with the council. In 2019, the Planning Commission reviewed and updated Article 7 of the Zoning Regulations. The overhaul of the sign regulations modernized the regulations governing the type, size, and location of various signage.

Amending the Zoning Regulations is a formal process which requires the Planning Commission to hold a public hearing and the City Council to provide notice to the Sumner County Commission and Township Boards that they will be considering changes to their zoning regulations. In 2019, the Planning Commission conducted a public hearing and recommended approval of the amended regulations. However, the City Council did not take action to approve the regulations. At the time, there was concern that requiring all non-conforming signs to become compliant or be removed within 10 years would place an undue burden on affected businesses. The process stalled and the new sign regulations were not officially adopted.

Section 110B.1 (which contains language relating to non-conforming signs) was amended to reflect the recommendation of the Commission from their July 11, 2024, meeting. The amendment

allows non-conforming signs to remain indefinitely or until they need repair or are voluntarily replaced. The Planning Commission held a public hearing on August 8, 2024, and after hearing no objections or concerns, voted to recommend approval of the amended regulations.

MOTION by Leeds, second by Huntley to approve Ordinance No. 1591 amending Ordinance No. 1432 of the City of Mulvane and approving revised sign regulations governing the use of signs in the city and the city's extraterritorial jurisdiction.

MOTION approved unanimously.

ORDINANCE NO. 1591

AN ORDINANCE AMENDING ORDINANCE NO. 1432 OF THE CITY OF MULVANE, KANSAS AND APPROVING REVISED SIGN REGULATIONS GOVERNING THE USE OF SIGNS IN SAID CITY IN THE CITY'S EXTRATERRITORIAL JURISDICTION IN SUMNER COUNTY.

3. API Agreement:

City Attorney, J.T. Klaus, reviewed this item with the council. The Mulvane Senior Center distributes and serves daily meals to both homebound and congregate seniors to ensure they receive nutritious meals. The Mulvane Senior Center is responsible to be open Monday through Friday from 10:00 a.m. to 1:00 p.m. excluding holidays listed in the Agreement.

MOTION by Gerber, second by Westfall to approve the Agreement for Meals on Wheels and Friendship Meals for the Mulvane Senior Center between the City of Mulvane, Kansas, and Aging Projects Inc. for the 2025 budget year.

MOTION approved unanimously.

4. Series A, 2024 – General Obligation Temporary Notes:

Financial Advisor, Greg Vahrenberg with Raymond James, reviewed this item with the council. On 9/4/24 the City Council adopted Resolution No. 2024-8 authorizing the public sale of temporary notes in the amount of approximately \$5,045,000 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.

On Monday, October 7, 2024, at 10:00 a.m. the City received bids for the competitive sale of the Temporary Notes. The City received five (5) bids with the best bid submitted by Oppenheimer & Co., Inc. The interest rates in the bids ranged from 3.78% to 4.21%. The City received an SP-1+ rating on the Temporary Notes. Closing is scheduled for October 30, 2024.

MOTION by Leeds, second by Westfall to accept the low bid from Oppenheimer & Co. for the issuance of the General Obligation Temporary Notes at a true interest cost of 3.78%.

MOTION approved unanimously.

MOTION by Huntley, second by Leach to adopt Resolution No. 2024-10, establishing the terms and provisions governing the City's General Obligation Temporary Notes Series A, 2024.

MOTION approved unanimously.

RESOLUTION NO. 2024-10

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION TEMPORARY NOTES OF THE CITY OF MULVANE, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$5,045,000, AS HERETOFORE AUTHORIZED BY ORDINANCE NO. 1573, 1581 AND 1582 OF THE CITY, IN ORDER TO PROVIDE FUNDS FOR THE TEMPORARY FINANCING OF THE COSTS OF CONSTRUCTION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY AUTHORIZED BY SAID ORDINANCE; AND PROVIDING THE TERMS, DETAILS, FORM AND CONDITIONS OF SAID GENERAL OBLIGATION TEMPORARY NOTES.

5. Series 2024-A General Obligation Bonds:

Financial Advisor, Greg Varhenberg with Raymond James, reviewed this item with the council. On 9/4/24 the City Council adopted Resolution No. 2024-8 authorizing the public sale of approximately \$4,870,000 General Obligation Bonds, Series 2024-A 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.

On Monday, October 7, 2024, at 10:00 a.m. the City received bids for the competitive sale of the Bonds. The City received seven (7) bids with the best bid submitted by Country Club Bank. The interest rates in the bids ranged from 3.48% to 3.71%. The City received an AA- rating on the General Obligation Bonds. Closing is scheduled for October 30, 2024. Country Club Bank is offering a premium of \$334,813.90 which will allow the City to lower the Bond amount to \$4,550,000.

MOTION by Leeds, second by Huntley to accept the low bid for the General Obligation Bonds received from Country Club Bank for the purchase of the Series 2024-A General Obligation Bonds at a true interest cost of 3.48%.

MOTION approved unanimously.

MOTION by Huntley, second by Leeds to adopt Ordinance No. 1592, an ordinance authorizing the issuance of General Obligation Bonds Series 2024-A, all as prepared by Bond Counsel and provided for our consideration.

MOTION approved unanimously.

ORDINANCE NO. 1592

AN ORDINANCE OF THE CITY OF MULVANE, KANSAS, AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS SERIES 2024-A IN THE AGGREGATE PRINCIPAL AMOUNT OF \$4,550,000, FOR THE PURPOSE OF FINANCING THE COSTS OF MULTIPLE CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

MOTION by Huntley, second by Leeds to adopt Resolution No. 2024-11, a resolution establishing the terms and provisions governing the City’s General Obligation Bonds Series 2024-A as previously authorized by Ordinance, all as prepared by Bond Counsel and provided for our consideration.

MOTION approved unanimously.

RESOLUTION NO. 2024-11

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIS 2024-A, IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$4,550,000, OF THE CITY OF MULVANE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 1592 OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECUTIRY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

ENGINEER

1. Emerald Valley 2nd Addition Improvements – Review Bids and Notice of Award:

On October 3rd, the City received sealed bids for Utility and Mass Grading Improvements for Emerald Valley 2nd Addition. City Engineer, Chris Young, reviewed the bids and timeline for installing the improvements with the council. The City received three (3) bids with the apparent low bid from McCullough Excavation Inc.

Bids are as follows:

McCullough Excavation, Inc.	\$1,174,970.00
Nowak Construction	\$1,178,528.52
Mies Construction	\$1,365,307.20

An alternate bid to install rock riprap edging in the detention pond was requested, however, there are not sufficient funds in the petition for this work. Staff recommends accepting the low bid from McCullough Excavation, Inc.

MOTION by Leach, second by Leeds to accept the bid submitted by McCullough Excavation, Inc. in the amount of \$1,174,970.00 for “Grading and Utility Improvements” to serve Emerald Valley Estates 2nd Addition and authorize the issuance of a Notice of Award subject to receipt of corrected petitions from the developer.

MOTION approved unanimously.

2. W. Main St. Drainage Improvements - Deduct Change Order No. 1:

The West Main St. Drainage Improvement Project replaces an existing storm sewer inlet located NW of the Empire Taco building on W. Main. A portion of the existing storm sewer pipe lying under the proposed concrete flume was designed to be replaced with new concrete pipe. The actual location of the storm sewer was found to have a more southwesterly alignment and required less pipe replacement. A Change Order was prepared to address the reduction in 12” SWS pipe and associated special backfill material. This is a reduction of \$3,520.00, making the total project cost \$70,349.00.

MOTION by Huntley, second by Westfall that the City approve Change Order No. 1 with Wildcat Construction Company, Inc. in the deduct amount of \$3,520.00 and authorize the Mayor to sign. MOTION approved unanimously.

3. Project Review and Update:

Phase 3 Main “A” Sanitary Sewer – Final plans and bid documents have been prepared and are under City staff review.

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

Phase 1 Harvest Point Addition Infrastructure – The Contractor plans to complete sanitary sewer construction soon. Final street design plans are nearing completion.

Councilmember Leeds asked about future plans for Webb Road since there is increased development in the area. Currently the road is maintained by the County and has steep ditches. Staff will look into future possible solutions including the County turning the road over to the City and possible storm sewer improvements.

CITY STAFF

City Clerk: None

City Administrator: None

City Attorney:

1. Executive Session:

City Attorney, J.T. Klaus, requested an Executive Session to discuss matters deemed privileged in the attorney-client relationship for a period not to exceed fifteen (15) minutes.

MOTION by Leeds, second by Huntley to recess this meeting to an Executive Session to discuss matters deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2) for the purpose of consultation with the City Attorney for a period not to exceed fifteen (15) minutes, to include the Mayor, City Council, City Administrator, and the City Attorney, and to reconvene in open session at approximately 7:35 p.m.

MOTION approved unanimously at 7:20 p.m.

MOTION by Huntley, second by Westfall to reconvene the regular meeting of the City Council.

MOTION approved unanimously at 7:37 p.m.

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

2. Executive Session:

City Attorney, J.T. Klaus, requested an Executive Session to discuss matters pertaining to non-elected personnel for a period not to exceed twenty (20) minutes.

MOTION by Leeds, second by Gerber to recess this meeting to an Executive Session to discuss matters pertaining to nonelected personnel pursuant to K.S.A. 75-4319(b)(1) for the purpose of

discussing personnel issues for a period not to exceed twenty (20) minutes, to include the Mayor, City Council, and City Attorney, and to reconvene in open session at approximately 8:00 p.m.
MOTION approved unanimously at 7:40 p.m.

MOTION by Westfall, second by Gerber to reconvene the regular meeting of the City Council.
MOTION approved unanimously at 8:06 p.m.

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

CONSENT AGENDA ITEMS:

MOTION by Leeds, second by Leach to approve consent agenda items 1-7.

1. Payroll Dated 9/27/24 - \$240,687.48
2. City Utility Bills for August - \$18,605.07
3. Purchase of Ferric Chloride from Brenntag for WWTP - \$12,850.00
4. Purchase of 5,000 gallons of Slurry Oil from Vance Brothers - \$14,285.00 including freight
5. Copier Service Contract Renewal with Galaxie Business Equipment
6. Liquor License for Luis Liquor
7. Warrant Register for September - \$1,159,599.58

MOTION approved unanimously.

ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:

Next City Council Meeting – Monday, October 21, 2024 – 6:00 p.m.

ADJOURNMENT:

MOTION by Leach, second by Leeds to adjourn the regular meeting of the Mulvane City Council.
MOTION approved unanimously at 8:07 p.m.

Minutes by:

Debra M. Parker, City Clerk

City Council Meeting
October 21, 2024

TO: Mayor and Council
FR: City Clerk – Debbie Parker
RE: New Server for City Hall
ACTION: Approve purchase of New Server for City Hall

Background:

Our existing Dell Server is End of Life and installed in or around 2015. The life span of a Dell Server is typically a maximum of 7 years. Our IT Representative, Nathan Werth, has been getting alerts showing a potential system failure. We have been working with All Covered for the past two (2) years to replace the server. Due to continued staffing changes at All Covered, this project has been delayed several times. We recently received a quote from All Covered for the project costs which includes labor for \$10,340 and Hardware/Software for a Dell Server for \$11,508 totaling \$21,848.00. This total does not include any travel expenses if needed. Nathan has also provided a quote of \$13,717.00 for a Lenovo Server with an estimated shipping cost of \$100.00. Each server would come with a 5-year warranty. The Lenovo is a faster model than the Dell quoted by All Covered. Nathan's estimated Labor would be 10-20 hours at a cost between \$900.00 - \$1,800.00 with no travel expenses. The total for Nathan Werth (Advanced Computers) to order and install the server would be approximately \$15,617.00. This is a savings of \$6,231.00.

Analysis:

Once the server is ordered, it will be built and staged to prepare it for onsite installation. Installation of the new server will take approximately 10 - 20 hours. Some of the work can be done on Friday afternoon or after office hours to avoid interruption of daily operations. Staff would like to proceed with the quoted price of the Lenovo Server for \$13,717.00 provided by our IT Representative, Nathan Werth (Advanced Computers), to avoid any further delays and potential system failures.

Legal Considerations:

As per the City Attorney

Financial Considerations:

The Lenovo Server quote is \$13,717.00 with estimated shipping of \$100.00. ARPA funds can be used for this purchase.

Timeline for Making Decision:

Staff recommends proceeding with this project to avoid any further delays and potential system failures.

Recommendation:

MOTION to approve the purchase of a Lenovo Server for City Hall from Nathan Werth (Advanced Computers) at a cost not to exceed \$14,000.

Discussion/Vote:



City of Mulvane

Statement of Work

City Hyper-V Host Upgrade & Migration

Friday, September 13, 2024

Proposal Ref: SF00019172

Prepared by:

Ed Mikulski, Customer Success Manager

Oliver Strunk, Solutions Architect

All Covered, IT Services from Konica Minolta

Pricing is valid for 15 days from date of this document

Confidential. Not to be distributed to third parties

Overview

The purpose of this Statement of Work is to outline the path that will enable All Covered, a division of Konica Minolta Business Solutions U.S.A., Inc., to deliver a professional services engagement for City of Mulvane (“Client”).

This Statement of Work is based on an initial scope of work but is not a detailed project plan. A project plan will be created and managed by the technical resources assigned to the project once the Statement of Work has been approved.

The City of Mulvane has tasked All Covered to present a Proposal to address their need to upgrade the existing VMware Host as the existing Dell PowerEdge T630 Server is aging. As the APC Smart-UPS for the City was deployed around the same time we are recommending upgrading the battery backup system as well as available runtime degrades over time drastically.

The strategy will be to purchase a new Dell PowerEdge Server (R550 - Rack Form Factor) and deploy it as new Hyper-V Host for the City. We will ship the Server first to All Covered's warehouse for staging, to pre-configure it for the onsite deployment. We quoted the Server hardware according to best practices but if needed we can revise the specifications to meet their budgetary constraints.

Once the Server have been shipped to the client's location and setup, we will migrate all existing Virtual Servers from the current to the new Server and then retire the old Host.

Background

The existing Dell Server (T630) is End of Life (EOL) and was deployed in or around 2015 and the maximum life span of a Dell Server is typically a maximum of 7 years.

Assumptions

Standard project deployment assumptions:

- The Project will include, but not be limited to the following:
 - Definition of project/estimated costs
 - Project prerequisites, should they apply
 - Project implementation
 - Project management/documentation
 - Procurement of required materials
- During the procurement process, All Covered can assist by expediting the delivery of equipment and standardizing billing for all costs associated with this project. All procurement pricing included in this Statement of Work is estimated. Once the Statement of Work is signed a final quote will be generated with the most current procurement pricing.
- Client understands that service interruptions may occur throughout the course of the project. All Covered will make reasonable efforts to forewarn personnel so they may prepare.
- Access to the physical space, server and services will be made available during normal business hours.

- Access to all employees and their equipment affected by the Project will be made available during normal business hours.
- After Hours work will be performed both on-site as well as via Remote Access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the project kickoff.
- All Covered is not responsible for the following:
 - Removing boxes or shipping materials
 - Disposing of or transporting IT equipment
- Any items not specifically addressed by this Statement of Work will be addressed by a mutually agreed change order.

Assumptions Specific to this Project

- Services are quoted using All Covered approved designs, and assumes that customer is utilizing recommended hardware, software, and configuration best practices to support new and existing systems. Unknown, unapproved, or unsupported hardware and software will be serviced with a best-effort approach, and any additional time and/or materials needed to provide a complete solution will be quoted in the project Change Order.
- All systems within the scope of this engagement must be in proper working order. Steps taken to remediate systems not in a 'healthy' state will be considered outside the scope of the engagement.
- Any system(s) being affected by the project have adequate backup and restoration capabilities and the appropriate precautions have been taken.
- All necessary security clearance, access, parking, passwords, and technical resources are provided without delay during the Engagement.
- Access to power and physical facilities, wiring, cable space, cabinet, and shelf or rack space are available for all equipment within the scope of this project.
- Client is responsible for providing a single point of contact for project coordination with All Covered.
- Client is responsible for providing timely clarification and resolution regarding the integrity of data/information supplied to All Covered.
- If the information presented to All Covered is found to be inaccurate, we reserve the right to initiate a change order to account for the extra services not incorporated into the proposal.
- If any additional features or functionality is desired like Entra ID Connect for user and password synchronization with M365 a change of scope would be required.
- All Covered is assuming that by the time of the implementation the Windows Server and Active Directory Migration has been completed and the required Windows Server Licensing including Client Access Licenses were already purchased.
- The client will provide a downtime window for the migration of the existing Virtual Servers from the current to the new Hyper-V Host.
- Client has required Windows Server license for the new Hyper-V host.

Project Deliverables

The desired goals of this project are:

- All Covered will be upgrading the existing Server Hardware and for the implementation we will deploy a local (Geo) Engineer to manage the onsite installation of the new Server. It will be set up and then we will enable remote access to it, which will allow our Professional Services Team to take on critical project tasks remotely. The project can then be continued using remote and/or onsite resources and we will coordinate any necessary downtime windows with the client.

[Hardware Staging]

- The new Server hardware will be shipped to All Covered's warehouse first for staging to prepare it for the onsite installation. The system will be updated with firmware and BIOS updates as applicable and then configured.
- The new physical Server will be connected to an existing network and given a static IP addresses for "Lights out Management" (iDRAC) for remote access even in case of hardware failure and a management interface. For storage, the internal Hard drives will be configured in a RAID10 array with a Hot Spare for the Operating System and the Virtual Servers and data drives using parity to provide hard drive redundancy using extra drives.
- Windows Server 2022 will be installed to the internal array on a designated partition/volume for the Operating System of the Hyper-V hypervisor.
- New Virtual Servers running Windows Server 2022 will also be deployed and setup will be continued once the Server is setup at the client's location.

[Onsite Installation]

- Once the Server is staged it will be shipped to the client for the onsite portion of the project. The Server will be connected to the Local Area Network (LAN) and setup in a workgroup configuration.
- The new Physical host can be set up and built out during normal business hours as it should not interfere with the existing infrastructure. Migrations of the two existing Virtual Servers will require a cutover window or after hours work, and we accounted for the effort to take place after hours.

[Peripherals]

- To protect from power outages and surges we will deploy a new APC Smart-UPS, connect the new Server to the UPS, and install the Safe Shutdown Agent on the existing Windows Servers which will signal for a shutdown during a power outage when the battery runtime is running low.

[Virtual Server Migration]

- The existing three (3) Virtual Servers on the current VMware Host will be migrated as-is to the new Hyper-V Host which will be running Windows Server 2022 in a workgroup configuration for security purposes.

[Project Closure]

- Before closing the project, the Engineer(s) will document all recent changes to the environment and document old devices as deactivated.
- Install Bomgar Agent for secure remote access, deploy AC Crypto Mitigation tool and other required management tools.
- Submit tickets for Server Monitoring, Managed Backup etc. to onboard the new and decommission the old Server instances.

Pre-Project Tasks

Project Planning, Procurement, Ensure equipment arrival, Initial project kick-off

Project Tasks

Project Discovery

Project Management (Supplemental)

Equipment Staging

Microsoft Hyper-V Host Install

Single Tower Server Deployment

UPS Installation (Non-Rack Mount)

UPS Network Management Card Installation (Existing UPS)

UPS Network Safe Shutdown Deployment (Single Host)

Microsoft Hyper-V Virtual Machine Migration

Single Server Decommission

Submit ticket to Central Services to update OpsRamp Monitoring

Update the Guidebook with Host info, credentials, licensing etc.

Project Documentation

Other Project Hours

Post Project Support

Project Management

Cost Breakdown

Service	Price
Project Services	\$10,340
Fixed Fee Project	
Hardware / Software	\$11,508
See Appendix A for Hardware / Software quotes	
Total Project Cost	\$21,848

All prices are exclusive of any applicable sales or use taxes, and shipping costs.

All Fixed-Fee Projects with labor fees exceeding \$10,000: These require a 50% deposit for the labor portion. Project work will not commence until the deposit is received. Also, a progress billing of 25% of the labor amount will be due when the project moves into the testing phase. The remaining 25% of the labor amount will be billed on project completion. Any Procurement items will be billed on shipment.

Travel expenses, if applicable, will be invoiced plus all travel expenses including but not limited to air travel, automobile transportation (taxi/car rental), and lodging.

Financing Options		
36 Months: \$817	48 Months: \$645	60 Months: \$540

This is an estimated monthly payment for financing project services and all related hardware/software. Not all customers will qualify and in some cases projects with greater than 50% labor or hardware/software may not qualify for full financing. Please contact your sales representative for additional information.

Order Summary & Acceptance

Effective Date: The date on which the services described in this Statement of Work are set up and first delivered to you.

Your signature below constitutes your acceptance of this Statement of Work, including our standard terms and conditions available online at the URL link(s) provided below or in hard copy upon request, which you have reviewed and accepted, and which are incorporated into this Statement of Work.

All Covered Professional Services Terms:

https://services.allcovered.com/EhHPja_PS_Terms_v1.0.3

This Statement of Work is not binding upon us until signed by a Konica Minolta branch manager, vice president, or executive officer.

Pricing valid for 15 days from the date of this document, pending credit approval. Confidential - not to be distributed to third parties.

Client: City of Mulvane

Signature:

Name:

Title:

Date Signed:

All Covered, a division of Konica Minolta Business Solutions U.S.A., Inc.

Signature:

Name:

Title:

Date Signed:

Appendix A

Quote # / SKU	Details	Unit Price	Quantity	Total
Quote #80089953	Dell Server Hardware	\$10,397	1	\$10,397
Quote #400695	Licensing and Peripherals	\$1,111	1	\$1,111
Total Hardware / Software Cost				\$11,508

Procurement of items listed within Cost estimate section enabling successful completion of scope provided by this Statement of Work.

Debbie Parker

From: Nathan Werth <Nathan@myAC.work>
Sent: Wednesday, October 9, 2024 9:28 AM
To: Debbie Parker
Subject: RE: New physical city server option

Good morning Debbie,

I usually estimate shipping on servers at \$100.
I will estimate the labor at 20 hours which would be \$1800 @ \$90\hr.
But I'm thinking it will be closer to 10 hours.

Thanks,
Nathan

From: Debbie Parker <dparker@mulvane.us>
Sent: Wednesday, October 9, 2024 7:25 AM
To: Nathaniel Werth <Nathan@MyAC.Work>
Subject: RE: New physical city server option

Thank you Nathan. In order to put the council memo together, do you have an estimated amount for the shipping and an estimated cost for your labor?
Thank you,

Debra M. Parker, CMC
City of Mulvane
211 N. Second
Mulvane, KS. 67110
316-777-9510

From: Nathan Werth <Nathan@myAC.work>
Sent: Tuesday, October 8, 2024 2:34 PM
To: Debbie Parker <dparker@mulvane.us>
Subject: RE: New physical city server option

Hi Debbie,

I got back some updated numbers after the configuration was refreshed.
It changed by not quite \$500 dollars.

\$13,717

Thanks,
Nathan

From: Nathan Werth <Nathan@myAC.work>
Sent: Friday, June 28, 2024 11:10 AM
To: Debbie Parker <dparker@mulvane.us>
Subject: RE: New physical city server option

Hi Debbie,

I got an updated configuration, they were able to increase the processor to a faster model.
The price increase to \$13,224.

Thanks,
Nathan

From: Nathan Werth <Nathan@myAC.work>
Sent: Friday, June 21, 2024 9:01 AM
To: 'Debbie Parker' <dparker@mulvane.us>
Subject: RE: New physical city server option

I will be in next week for sure for my second monthly on-site checkup/vist.

From: Debbie Parker <dparker@mulvane.us>
Sent: Thursday, June 20, 2024 4:33 PM
To: Nathaniel Werth <Nathan@MyAC.Work>
Subject: RE: New physical city server option

The next time you are in we can discuss.
Thank you Nathan.

Debra M. Parker, CMC
City of Mulvane
211 N. Second
Mulvane, KS. 67110
316-777-9510

From: Nathan Werth <Nathan@myAC.work>
Sent: Friday, June 14, 2024 9:48 AM
To: Debbie Parker <dparker@mulvane.us>
Subject: New physical city server option

Hi Debbie,

I was able to configure a Lenovo server with a five-year warranty and got pricing from a distributor I use.
It comes to \$12,900.

Would you be interested in doing this, do you want to see about waiting for All Covered a little longer, or would you want to talk about this configuration?

Thanks,

City Council Meeting
October 21, 2024

To: Mayor & City Council
From: J.T. Klaus, City Attorney
Re: KPP/Evergy/Delivery Point Facilities Agreement
ACTION: Authorize Execution of the Delivery Point Facilities Agreement with Evergy

Background:

Since 1995, the City of Mulvane, Kansas (the “City” or “Mulvane”) has seen its electric load nearly double in everyday usage of electricity. There are currently two electric transformers located at the 111th Street Electric Substation. The sizes of the two 69kV electric transformers are 5 MV and 15 MV. In recent years, the electric load on the 5 MV transformer must be transferred to the 15 MV transformer in the summer months because of excessive load. This in turn has caused more than previous outages for customers when an electrical fault occurs on the 15 MV transformer.

The current Substation was built in 1970 when the City began to purchase power from what was then KG&E (today’s Evergy). Some of the original equipment within the electrical substation is still in service.

In May 2021, the Public Works Director recommended (and the City Council approved) selection of ElectriComm, Inc. to engineer, construct and install an upgrade and reconstruction of the existing substation at the existing location on an original proposed cost of \$1,090,800 (not including the acquisition of a new transformer at an estimated cost of \$800,000). The original total estimated project costs were expected to be \$2,200,000.

On July 15, 2021, the City Council decided it best to seek financing for the project through The Kansas Power Pool (today’s “KPP Energy”). The estimated cost of the improvements and financing (which will be initially owned by the KPP) is already being paid through the City’s Cost of Power. After the financing is retired, the improvements will be transferred to the City. The KPP financing has already been secured and those costs are included in the City’s wholesale Cost of Power.

After the engineering design was started (and the transformer was ordered from Niagara Power), it was revealed that Evergy was contemplating a new dual service transmission line that could be constructed to the cities existing power plant from the east. This transmission line could add redundancy to the City’s service. KPP contacted Niagara Power at the City’s request and was able to change the transformer’s input from 69 kV to a 138 kV to accommodate the new service line. This new transformer has been received and is in storage awaiting construction of the new service line and what would now be a brand new substation which would need to be relocated to the existing power plant.

Thereafter, KPP voted to allocate an additional \$433,635.92 from its 2021 bond issue to the Mulvane project at Mulvane’s request to increase the total costs of KPP’s portion of the Project to \$2,333,635.92. The final project costs will be substantially higher with the Evergy transmission upgrade, and City is in the process of issuing its G.O. Bonds to cover the expected additional costs. Mulvane’s 2024 bond issue is on file with the Kansas Attorney General awaiting approval.

In order to secure Evergy's commitment to build the new service line to the new substation, a new Delivery Point Facilities Agreement will be necessary to serve the new substation at the new location. The City's power is currently delivered at the El Paso substation in Derby and the City is responsible for the roughly 4 mile 69kV line from that location. This line will be abandoned once the new service line is complete. KPP has negotiated a new agreement with Evergy which requires the City's approval as the ultimate wholesale consumer, but also as owner of the land on which the new substation will be located.

Financial Consideration:

The new substation is now estimated to cost in excess of \$4,000,000. The City has already committed to pay KPP for \$2,333,635.92 and approved G.O. Bonds for the remainder. The Delivery Point Facilities Agreement requires Evergy, at its own expense, to design, procure, install, own, and maintain the equipment on its side of the interconnection at a total estimated cost for the Evergy service line of \$6,823,264.23. At Mulvane's expense, Evergy will design, procure, install, own, and maintain a new 138 kV line terminal inside the new substation at the total estimated cost to Mulvane of \$25,500.

Legal Consideration:

The City is being asked to "approve" and sign the Delivery Point Facilities Agreement. The City Administrator and KPP waived any potential conflict of interest so that the City Attorney could review the Agreement solely on behalf of the City. The Agreement commits Mulvane to grant an easement to Evergy at the substation site to access the site for installation and service in the future and to pay the costs of design and installation of the new 138 kV line terminal (estimated at \$25,500).

Possible Motion:

I move to approve the Delivery Point Facilities Agreement and authorize the Mayor to execute the same.

DELIVERY POINT FACILITIES AGREEMENT

Among

KPP ENERGY, A MUNICIPAL ENERGY AGENCY,

CITY OF MULVANE, KANSAS,

And

EVERGY KANSAS CENTRAL, INC.

THIS DELIVERY POINT FACILITIES AGREEMENT (hereinafter referred to as “Agreement”) is made this [_____] day of [_____, 2024], among KPP ENERGY, a Municipal Energy Agency, hereinafter called “KPP,” City of Mulvane, Kansas, hereinafter called “Mulvane,” and Evergy Kansas Central, Inc., a Kansas corporation, hereinafter called “Evergy.” For purposes of this Agreement, “Party” shall mean KPP, Mulvane, or Evergy, individually, and “Parties” shall mean KPP, Mulvane and Evergy, collectively.

RECITALS

WHEREAS, KPP is a municipal energy agency and wholesale electric power supplier for its municipal utility members located in the State of Kansas; and

WHEREAS, Mulvane owns a municipal utility, is a member of KPP, and has headquarters in Mulvane, Kansas, serving the City of Mulvane, Kansas; and

WHEREAS, Evergy is an electric utility engaged in, *inter alia*, the business of generating, transmitting, distributing, and/or selling electric power and energy and related services in the States of Kansas; and

WHEREAS, Evergy’s transmission facilities are under the operational control of the Southwest Power Pool, Inc. (“SPP”); and

WHEREAS, Evergy’s transmission facilities are interconnected to the facilities of Mulvane; and

WHEREAS, Mulvane procures Network Integration Transmission Service from KPP under such entity’s Network Integration Transmission Service Agreement; and

WHEREAS, KPP requested on behalf of Mulvane, under Attachment AQ of the Southwest Power Pool’s Open Access Transmission Tariff (“OATT”), a new delivery point on the Evergy transmission system, to be named “Mulvane Delivery Point”; and

WHEREAS, Evergy has issued a Load Connection Study Report, and a Delivery Point Network Study was not required.

NOW, THEREFORE, the Parties agree as follows:

Section 1 Location

The new delivery point will be located at 9303 E 111th St. S. Mulvane, Kansas 67110.

Section 2 Obligations and Ownership

Each Party's obligations are as follows:

- a) At its own expense, Mulvane will design, procure, construct, own and maintain equipment on its side of the interconnection point. The Mulvane facilities collectively are referred to as the "Mulvane DP Facilities." The interconnection point will be the point where Mulvane's 138 kV conductors terminate on the bus work at the point it crosses the fence between Evergy's new Mulvane switching station and Mulvane's Substation.

Upon final design approval, Mulvane will provide a one-line drawing of Mulvane DP Facilities to Evergy engineering personnel for review and modeling prior to construction. No such review and approval will constitute a waiver by any Party of any provision of this Agreement or an endorsement by Evergy of the design of the portion of Mulvane DP Facilities or other assurance by Evergy of the safety, durability, or reliability of Mulvane DP Facilities.

- b) At Evergy's expense, Evergy will design, procure, install, own, and maintain the equipment on its side of the interconnection point (hereinafter, Evergy Network Transmission Facilities ("Evergy NTF")). The estimated total cost for the Evergy NTF is \$6,823,264.23.
- c) Mulvane will grant easement for Evergy NTF substation site, and access to site.
- d) At Mulvane's expense, Evergy will design, procure, install, own, and maintain a new 138 kV line terminal (hereinafter, Evergy Local Delivery Facilities ("Evergy LDF")). The estimated total cost for the Evergy LDF is \$25,500.
- e) Evergy will provide, install, maintain, and own the revenue metering equipment inside Evergy's Mulvane switching station. This will include routing conduit and cable from the secondary terminals of the instrument transformers to the meter cabinet inside Evergy's Mulvane switching station.

Evergy will purchase, maintain, and own all metering equipment after the Agreement has been fully executed; the estimated cost to install metering is \$86,000. Evergy will coordinate the installation of the equipment with Mulvane and KPP and the billing with SPP.

- f) Evergy will install and own the communications equipment for the revenue meter reading.

- g) All facilities, including meters, that will be designed, procured, installed, owned, and maintained by Evergy are referred to collectively herein as “Evergy DP Facilities.” The Evergy DP Facilities and Mulvane DP Facilities are referred to collectively herein as the “DP Facilities.”
- h) The in-service date for the interconnection to the Evergy DP Facilities is estimated to be 36 months after the effective date of this Agreement. Evergy will make its best efforts to coordinate all involved projects so that the desired Mulvane in service date can be achieved.
- i) KPP will make reasonable efforts to amend its applicable Network Integration Transmission Service Agreement for Network Integration Transmission Service with SPP, (SA 2198), to include the new Mulvane switching station by the end of the second full calendar month following the meter set date.

Section 3 Costs and Billing

Attachment A sets forth an estimate of the Parties’ allocation of responsibility costs between the Parties. Such estimate does not constitute a fixed price for, or cap or floor on, any amounts that may be payable by Mulvane.

If this project is cancelled by Mulvane prior to final completion, Mulvane will be responsible for all reasonable and verified Evergy costs incurred, including Evergy NTF costs to the extent the NTF are not used and useful, and will reimburse Evergy for such costs.

After the Evergy LDF are placed in service, Evergy shall determine the total actual installed cost of the Evergy LDF and metering facilities.

If Evergy NTF are placed in service, Evergy will seek to include such costs in its appropriate rate base. If, however, any portion of such costs are expressly found by an appropriate authority to be not includable in transmission rate base, Evergy will file an application with the appropriate regulator to charge KPP directly for such costs.

If Mulvane or KPP, in good faith, disputes the charges with respect to facilities collected under this Agreement, Mulvane or KPP will (i) explain the basis for the dispute in writing to Evergy within fifteen (15) Calendar Days of the date of the invoice and (ii) without prejudice to its claim for refund of any disputed amount, pay the entire portion of the invoiced amount on or before the due date stated on the invoice. Any such disputes as to such invoices shall be resolved pursuant to the Dispute Resolution

Section. If the determination of such dispute resolution process is that Evergy is required to refund any portion of the disputed amount, Evergy shall promptly refund such amount, with interest computed in accordance with 18 C.F.R. §35.19a(a)(2).

Section 4 Joint Use and Access

- a) There are no Joint Use DP Facilities associated with this Agreement.
- b) Upon reasonable notice and with supervision (or, in the case of emergency, without notice or supervision), each Party is hereby given the right to enter upon the lands occupied by the other Party(ies) on a temporary basis as necessary to enable such Party to perform its obligations under this Agreement, provided that the Party making such entry shall (a) comply with safety and security procedures as specified by the Party that occupies the land and (b) shall not interfere with the operations of the Party that occupies the land.
- c) No Party will directly or indirectly do or permit any act or omission that would give rise, with respect to any obligation of such Party or any of its affiliates, subcontractors, or suppliers, to any lien or encumbrance on any real property interest or other property held by the other Party(ies). A Party that becomes aware of any such lien or encumbrance on the property of the other Party(ies) shall promptly (a) notify the other Party(ies) and (b) at its own expense, take such action as may be necessary to duly discharge such lien or encumbrance.
- d) Each Party shall be liable for any property damage and any injuries incurred by any of its employees, agents, contractors or other representatives while working on site at a facility owned or operated by the other Party(ies), except with respect to injuries, death or damage to the extent caused by the negligence, gross negligence, strict liability in tort, or willful misconduct of such other Party(ies), which shall be subject to the indemnification obligations set forth in this Agreement.

Section 5 Installation, Operation and Maintenance, and NERC Compliance

- a) All DP Facilities to be installed by any party pursuant to this Agreement shall be installed in accordance with applicable law, governmental approvals, and Good Practice. Good Practice shall mean the practices, methods, acts, and standards of safety and performance engaged in or approved by a significant portion of the electric utility industry in the design, engineering, construction, and operation of facilities of a type and size similar to Mulvane DP Facilities and Evergy DP Facilities, as well as

good, safe, and prudent engineering practices normally utilized in the United States, taking into account conditions in the general locale of the DP Facilities that, at a particular time, in the exercise of reasonable judgment at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with all legal requirements, applicable industry codes and standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, economy, and expedition.

- b) Each Party will operate and maintain its own DP Facilities in accordance with Good Practice and the terms of this Agreement, including the Attachments. Each Party will bear the costs associated with operating and maintaining the DP Facilities which it owns. As necessary, the Parties shall work in good faith to coordinate the operation and maintenance of their respective DP Facilities in the event that either Party's operating and maintenance work adversely impacts the safety or reliability of Mulvane DP Facilities, or the Evergy DP Facilities.
- c) Evergy will have responsibility for compliance with any and all applicable North American Electric Reliability Corporation (NERC) or SPP Reliability standards, if any, for the DP Facilities owned, operated, and maintained by Evergy under this Agreement. Mulvane will have responsibility for compliance with any and all applicable NERC or SPP Reliability standards for the DP Facilities owned, operated, and maintained by Mulvane under this Agreement. The Parties shall coordinate operations in the same manner as required of any interconnected transmission operators.
- d) The Parties' obligations relating to future modifications of the DP Facilities will be addressed, as needed, by written amendment to this Agreement.

Section 6 Removal of Facilities

If at any time the DP Facilities are discontinued, Mulvane will remove at its own cost, or pay Evergy to remove, the Evergy metering equipment. Once the aforesaid equipment is removed, this Agreement shall terminate subject to any necessary regulatory approvals.

Section 7 Attachments and Other Incorporated Information

The following Attachments are incorporated into and made part of this Agreement, and shall be in force and effect unless superseded by a subsequent Attachment or Attachments approved by the Parties:

- a) Attachment A - Ownership, Installation, Operation & Maintenance Provisions for the Mulvane switching station. As the DP Facilities and the conditions for ownership, installation, operations, and maintenance of such DP Facilities may change during the term of this Agreement, the changes shall be set forth in Attachment A as they occur from time to time.
- b) Attachment B – one-line diagram of the Mulvane switching station.

The following information is also incorporated into and made a part of this Agreement and shall be in force and effect unless superseded by a subsequent amendment approved by the Parties:

- c) Evergy’s City of Mulvane LCS Report dated March 30, 2023.
- d) Evergy Facility Interconnection Requirements, which are available at: <https://www.evergy.com/partner-with-us/construction-and-upgrades>

Section 8 Waiver of Consequential Damages

In no event shall one Party be liable to another Party(ies) under this Agreement for any indirect, special, or consequential damages, including, but not limited to, loss of use, loss of revenue, loss of profit, and/or cost of replacement power, interest charges, cost of capital, claims of its customers to which service is made, and any other cause howsoever arising.

Section 9 Notices

Any notice, demand, request, or communication required or authorized by this Agreement shall be hand delivered or mailed by certified mail, return receipt requested, with postage prepaid, to Parties as follows:

For KPP:

KPP Energy,
 a Municipal Energy Agency
 Attn: General Manager/CEO
 2229 S. West Street
 Wichita, Kansas 67213-1113

For [Evergy contractual issues]:

For Mulvane:

City of Mulvane, Kansas
 Attn: City Administrator
 211 N. 2nd Ave.
 Mulvane, Kansas 67110-1500

For [Evergy operational issues]:

The designation, title or address of the position to be notified may be changed at any time by written notice.

Section 10 Limitation of Liability

A Party shall not be liable to another Party(ies) in the event it is prevented from providing service contracted for hereunder, in whole or in part, for any of the reasons set forth in Section 11 of this Agreement entitled “Continuity of Connection Service.” The Party providing service shall be prompt and diligent in attempting to remove the cause of its failure to perform, and nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed; however, the Party providing service shall not be obligated to agree to any settlement of a strike or labor dispute which, in that Party’s sole opinion, may be inadvisable or detrimental.

Section 11 Continuity of Connection Service

Unless otherwise mutually agreed by the Parties, upon commissioning the DP Facilities described in Section 2, service under this Agreement shall be continuous except for the following:

- a) Interruptions or reductions due to uncontrollable forces, which, by exercise of due diligence and foresight, could not reasonably have been avoided. The term “uncontrollable force” shall be deemed to mean any cause beyond the control of the Party affected, including, but not limited to, failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance, terrorist act, sabotage, and restraint by court or public authority. The Party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch; provided that this section shall not require the settlement of strikes or labor disputes by acceding to the demands of the opposition in such strikes or disputes when such course is inadvisable in the discretion of the Party whose ability to perform is affected by such strikes or disputes.
- b) Interruptions or reductions due to operation of devices installed for power system protection. The Party responsible for operating such devices shall exercise due diligence to remove such interruption with all reasonable dispatch.
- c) Temporary interruptions or reductions which are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. Each Party will give the other Party(ies) and other affected utilities reasonable advance notice of such

interruptions or reductions, except in case of emergency as reasonably determined by the Party creating the interruption or reduction and will remove the cause thereof with all reasonable dispatch.

Section 12 No Third-Party Beneficiary

No provision of this Agreement shall in any way inure to the benefit of any other customer of KPP, Mulvane, or Evergy, or any other person so as to make Mulvane or person a third-party beneficiary of this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

Section 13 Indemnity

A. Subject to the limitations of Kansas law and the section entitled “Limitation of Liability” of this Agreement, each party shall at all times indemnify, defend and hold harmless the other party(ies), its shareholders, customers, partners, affiliates, employees, consultants, representatives, agents, successors and assigns (“indemnified party”) from any and all liability, damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties (“indemnifiable claims”), to the extent arising out of or resulting from the other party(ies)’s (“indemnifying party”) negligence, intentional wrongdoing, or action or inaction in the performance of its obligations under this interconnection agreement, except to the extent any such indemnifiable claims are attributable to negligence, intentional wrongdoing, or breach hereunder by the indemnified party. Nothing in this Agreement shall relieve the parties of any liability to the other for any breach of this Agreement.

B. Promptly after receipt by an indemnified party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the provisions of paragraph a, above, may apply, the indemnified party shall notify the indemnifying party of such fact (“notice of claim”). Upon receipt of the notice of claim, the indemnifying party shall control the selection of counsel to defend and the defense of such action. The indemnified party shall have the right to recommend the counsel of its choice to defend the action, which counsel shall be considered by the indemnifying party and used if not objectionable.

C. Notwithstanding subsection b above, the indemnified party shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such indemnified party, when and as incurred, unless: (i) the employment of counsel by such indemnified party has been authorized in writing by the indemnifying party; (ii) the indemnified party shall have reasonably concluded and specifically notified the indemnifying party that there may be a conflict of interest between the indemnifying party and the indemnified party in the conduct of the defense of such claim or action; or (iii) the indemnifying party shall not in fact have employed independent counsel to assume the defense of such claim or action.

Section 14 Risk of Loss

Each Party shall have the full risk of loss for its own equipment and material, and each Party shall obtain insurance coverage accordingly. Mulvane shall have risk of loss for those materials purchased by Evergy as Agent under this Agreement, except all materials will be inspected by Evergy upon receipt and damaged materials will be rejected.

Section 15 Governing Law

This Agreement shall be interpreted and governed by the laws of the State of Kansas or the laws of the United States of America, as applicable, without regard to conflict of law's provisions.

Section 16 Regulation

This Agreement and all rights and obligations of the Parties hereunder are subject to acceptance for filing by FERC, and to all applicable state and federal laws and regulations. Nothing contained in this Agreement shall be construed as affecting in any way the right of a Party, as the case may be, to unilaterally file with the Commission an application for a change in rates, charges, classification, service or any rule, regulation or contract relating thereto under Section 205 or 206 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.

Section 17 Successors and Assigns

This Agreement shall be binding upon the respective Parties and their successors and assigns on and after the effective date hereof. None of the provisions of this Agreement, whether in whole or in part, shall be assigned by a Party to any third party without the written consent of the other Party(ies), which shall not be unreasonably withheld, except that a Party may without the consent of the other

Party(ies) assign to a successor in the event of a merger or reorganization, and such successor shall be bound by all terms and conditions hereof and shall assume all obligations of the assignor, and provided further this Section is not a restriction on a Party's ability to pledge its electric transmission or distribution system as security under a mortgage or trust indenture.

Section 18 Severability

If any governmental agency or court of competent jurisdiction holds that any provision of this Agreement is invalid, or if as a result of a change in any federal or state law or constitutional provision, or any rule or regulation promulgated pursuant thereto, any provision of this Agreement is rendered invalid or results in the impossibility of performance thereof, the remainder of this Agreement not affected thereby shall continue in full force and effect; provided, however, that if the impact of such holding or promulgation materially increases the cost of providing service hereunder or materially increases or decreases the amount of compensation to be paid for services rendered hereunder, a Party may within 90 days after the issuance of such holding or promulgation terminate this Agreement by giving not less than thirty days prior written notice to the other Party(ies). In any event, Parties shall promptly renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect.

Section 19 Effective Date and Term of Agreement

- a) This Agreement shall become effective on the date established by FERC. Evergy shall promptly file this Agreement with FERC upon its execution or seek to have SPP file it on its behalf.
- b) If the Commission or any reviewing court, in such order or in any separate order, suspends this Agreement or any part thereof, institutes an investigation or proceeding under the provisions of the Federal Power Act with respect to the justness and reasonableness of the provisions of this Agreement or any other agreement referred to or contemplated by this Agreement, or imposes any conditions, limitation or qualifications under any of the provisions of the Federal Power Act which individually or in the aggregate are determined by one of the Parties to be adverse to it, then any Party may terminate this Agreement upon written notice to the other Part(ies). Alternatively, the Parties can agree that the Agreement should remain in effect, with each Party retaining its rights to address any relevant order, including seeking to negotiate with the other Party(ies) an amendment to the Agreement.
- c) This Agreement may be terminated as follows in addition to as described in Section 19(b):

- 1) This Agreement may be terminated by mutual written agreement of the Parties.
- 2) A Party may terminate this Agreement (a) if any governmental authority denies approval of any necessary or appropriate approvals; (b) a Party ceases to maintain any governmental approval necessary for such Party's performance of this Agreement or the contemplated ownership or operation of the DP Facilities; or (c) if any governmental authority shall have issued an order, decree, ruling, or other action restraining, enjoining, or otherwise prohibiting a Party's performance of this Agreement or its contemplated ownership or operation of the DP Facilities;
- 3) A Party may terminate this Agreement for default or breach.
- 4) A Party may terminate the Agreement when Mulvane has removed its equipment in accordance with the Section 6 of this Agreement entitled "Removal of Facilities".
- 5) No termination of the Agreement will be effective until that date FERC authorizes the termination.

Section 20 Dispute Resolution

Any dispute among the Parties regarding this Agreement shall be resolved pursuant to Section 12 of the SPP OATT, or otherwise, as mutually agreed by the Parties.

Section 21 Relationship to NOA

The Network Operating Agreement between SPP, Evergy and KPP under the Southwest Power Pool's OATT shall govern all other aspects of the relationship between Evergy and KPP.

Section 22 Execution by Multiple Counterparts

This Agreement may be executed in multiple counterparts, all of which together shall constitute a single Agreement.

Section 23 Cash Basis and Budget Laws

The right of Mulvane to enter into this Agreement is subject to the provision of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that Mulvane shall at all times be in

conformity with such laws, and as a condition of this Agreement, if any term or provision of this Agreement is ultimately deemed to violate the terms of such law, such term or provision shall be severed, terminated or of no force and effect.

[Signature Page to Follow.]

In Witness Whereof, the Parties have caused this Agreement to be duly executed as of the day and year first above written. All signatories to this Agreement hereby represent and warrant that they have the authority to execute this Agreement and bind their respective parties.

KPP ENERGY, A MUNICIPAL ENERGY AGENCY

By: _____
Colin Hansen General Manager/CEO Date

CITY OF MULVANE, KANSAS

By: _____
Brent Allen Mayor Date

EVERGY KANSAS CENTRAL, INC.

By: _____
[Name] [Title] Date

.

ATTACHMENT A

OWNERSHIP, INSTALLATION, OPERATION & MAINTENANCE PROVISIONS

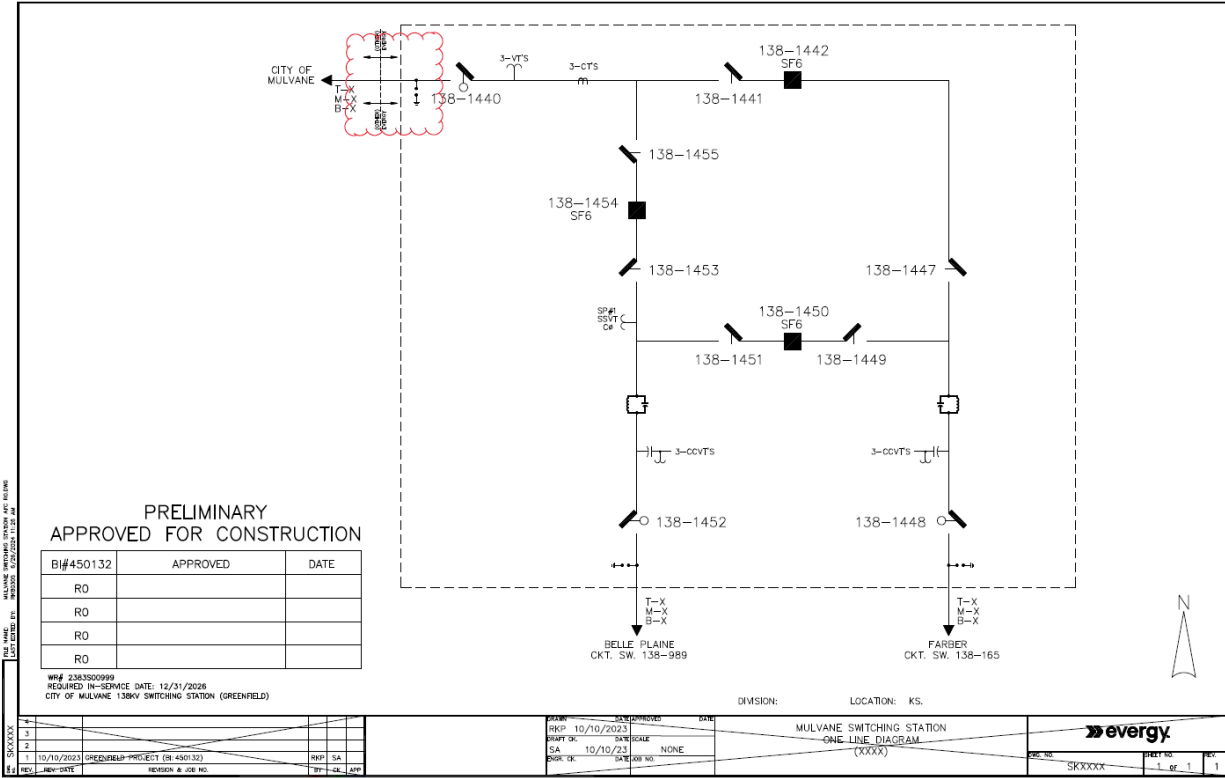
FOR THE MULVANE SWITCHING STATION

	Description (Network/Local)	Ownership	Installation	Maintenance Responsibility	Financial Responsibility For Construction	Financial Responsibility For O&M	Financial Responsibility For Replacement
1	Evergy NTF	Evergy	Evergy	Evergy	Evergy	Evergy	Evergy
2	Evergy LDF and Metering	Evergy	Evergy	Evergy	Mulvane	Mulvane	Mulvane
3	Mulvane DP Facilities	Mulvane	Mulvane	Mulvane	Mulvane	Mulvane	Mulvane
4							
5							
6							

ATTACHMENT B

Mulvane Switching Station

NOT FOR CONSTRUCTION



PRELIMINARY
APPROVED FOR CONSTRUCTION

Bl#	APPROVED	DATE
450132		
RO		
RO		
RO		
RO		

WP# 2383200999
REQUIRED IN-SERVICE DATE: 12/31/2026
CITY OF MULVANE 138KV SWITCHING STATION (GREENFIELD)

DIVISION: LOCATION: KS.

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CONFIDENTIAL NOTICE: THIS DOCUMENT/DRAWING CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION BELONGING TO EVERGY. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE PERSONNEL OF THE CITY TO WHICH IT IS BEING PROVIDED BY EVERGY. THE UNAUTHORIZED DISCLOSURE, COPYING, OR DISTRIBUTION OF THIS DOCUMENT/DRAWING OR THE MATERIAL IT CONTAINS IS STRICTLY PROHIBITED.

**CITY COUNCIL MEETING
MULVANE, KANSAS
October 21, 2024**

TO: Mayor and City Council
SUBJECT: Emerald Valley Estates 2nd Addition Infrastructure
FROM: City Engineer - Young & Associates, PA
AGENDA: ACTION ITEM – Approve Construction Agreement with McCullough Excavation

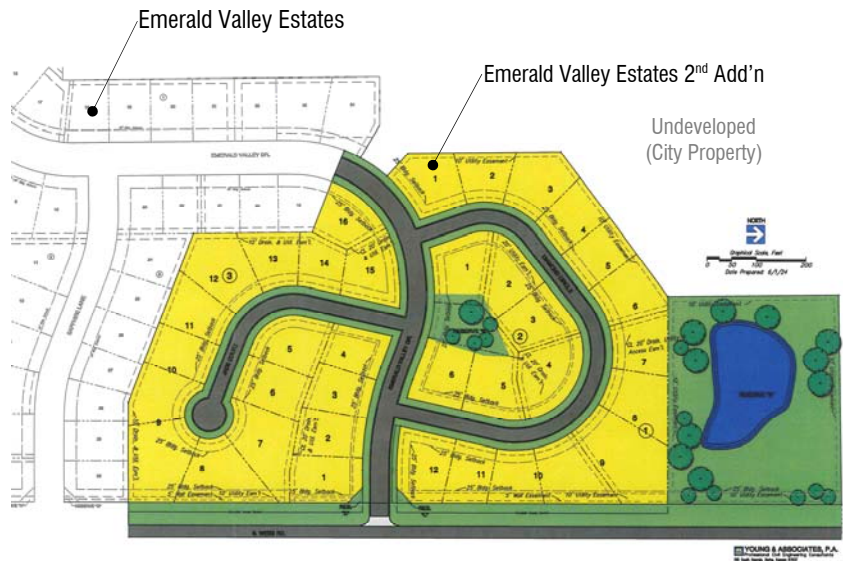
Background:

On May 20th, 2024 the City Council approved plat dedications for Emerald Valley Estates 2nd Addition. This re-plat of Phases 3 and 4, Emerald Valley Estates created 36 lots, open space reserves and a detention pond reserve. Design plans for Mass Grading, Detention Pond and Utility Improvements were completed and advertised for bids on September 12th. Bids were opened on October 3, 2024, with the low bid submitted by McCullough Excavation.

Analysis:

KDHE permits for on-site Erosion Control (NOI) and the extension of Sanitary Sewers have been approved. Water Line design plans are under review. McCullough Excavation has prepared and submitted the construction agreement, bond forms and insurance certificate for the project.

The bid price for sanitary sewer improvements submitted by McCullough Excavating exceeded the original petition estimate. Accordingly, a Notice of Award was approved with McCullough Excavating pending amended petitions and developer’s agreement.



Financial Considerations:

City staff is reviewing the petitions to determine amended petition amount(s) and any changes in the developer’s letters of credit. The total bid price submitted by McCullough for Bid Package No. 1 (Mass Grading & Detention Pond, Sanitary Sewer, Storm Sewer and Water Line Improvements) is \$1,174,970.

Legal Considerations:

Per City Attorney.

Recommendation/Action:

City staff recommends approving a construction agreement with McCullough Excavation pending the receipt and approval of amended petitions and developer’s agreement as outlined in the following sample motion:

Sample Motion:

I move the City approve a construction agreement with McCullough Excavation, Inc. in the amount of \$1,174,970.00 for “Grading and Utility Improvements” to serve Emerald Valley Estates 2nd Addition, pending receipt and approval of amended petitions and developer’s agreement.

NOTICE OF AWARD

TO: McCullough Excavation, Inc.
9210 E. 34th St. N.
Wichita, Kansas 67226

PROJECT: GRADING AND UTILITY IMPROVEMENTS, TO SERVE EMERALD VALLEY ESTATES 2ND ADDITION, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS

You are notified that your bid dated October 3, 2024 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a Contract for the above PROJECT.

The Contract Price of your Contract is \$ 1,174,970.00 (Total Base Bid including Parts A, B, C and D).

Three copies of each proposed Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by October 17, 2024.


1. You must deliver to the OWNER three fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover page.
2. You must deliver with the executed Agreement the Contract Security Bonds as specified in the Instructions to Bidders and General Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

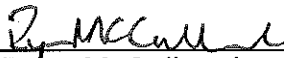
Dated this 1 day of October, 2024.

City of Mulvane, Kansas
OWNER

By: 
Austin St. John
City Administrator

ACCEPTANCE OF AWARD

McCullough Excavation, Inc.
CONTRACTOR

By: 
Ryan McCullough

Title: Vice President

Date: 10/14/2024

AGREEMENT

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

Article 1. WORK

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

GRADING AND UTILITY IMPROVEMENTS, TO SERVE EMERALD VALLEY ESTATES 2ND ADDITION, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS

Article 2. ENGINEER

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

Article 3. CONTRACT TIME

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

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

Article 4. CONTRACT PRICE

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

Contractor's Unit Price Bid as attached.

Article 5. PAYMENT PROCEDURES

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

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

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

Article 6. INTEREST

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

Article 7. CONTRACTOR REPRESENTATIONS

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

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

Article 8. CONTRACT DOCUMENTS

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

- 8.1 This Agreement (Pages 00500-1 through 00500-6 inclusive)
- 8.2 Exhibits to this Agreement.
- 8.3 Performance Bond, Payment Bond, and Statutory Bond, consisting of 8 pages.
- 8.4 General Conditions, consisting of 64 pages.
- 8.5 Special Conditions, consisting of 2 pages.

8.6 Specification bearing the title:

**GRADING AND UTILITY IMPROVEMENTS, TO SERVE EMERALD
VALLEY ESTATES 2ND ADDITION, CITY OF MULVANE, SEDGWICK
COUNTY, KANSAS**

8.7 Drawings, consisting of sheets bearing the following titles:

PART A – MASS GRADING AND DETENTION POND IMPROVEMENTS

<u>Sheet No.</u>	<u>Sheet Name</u>
1.	Title Sheet
2.	Emerald Valley Estates 2 nd Addition Plat
3.	Key Map and General Notes
4.	Mass Grading Plan
5.	Mass Grading Coordinate Control
6.	Detention Pond Plan and Details
7.	Modular Block Landscaping Wall Details
8.	Erosion Control Plan
9.	Back of Curb Protection, Curb Inlet Protection & Construction Entrance Details
10.	Silt Fence Ditch Check & Barrier Details

PART B – SANITARY SEWER IMPROVEMENTS

<u>Sheet No.</u>	<u>Sheet Name</u>
1.	Title Sheet
2.	Emerald Valley Estates 2 nd Addition Plat
3.	Key Map and General Notes
4.-5.	Sanitary Sewer Line No. 1 – Plan & Profile
6.	Sanitary Sewer Line No. 2 – Plan & Profile
7.	Standard Pre-Cast Manhole Details
8.	Manhole Frame & Cover Details
9.	Sanitary Sewer Riser Assembly & Clean-Out Details

PART C – STORM SEWER IMPROVEMENTS

<u>Sheet No.</u>	<u>Sheet Name</u>
1.	Title Sheet
2.	Emerald Valley Estates 2 nd Addition Plat
3.	Key Map and General Notes
4.	Storm Sewer Line No. 1 – Plan & Profile
5.	Storm Sewer Line No's. 2, 3 and 4 – Plan & Profile
6.	Standard Type 1-A Curb Inlet Details
7.	Manhole Frame & Cover Details

PART D – WATER LINE IMPROVEMENTS

<u>Sheet No.</u>	<u>Sheet Name</u>
1.	Title Sheet
2.	Emerald Valley Estates 2 nd Addition Plat

3. Key Map and General Notes
- 4.-5. Water Line No. 1 – Plan & Profile
6. Water Line No. 2 – Plan & Profile
7. Water Line No. 3 – Plan & Profile
8. Water Assembly Standard Details
9. Water Service Details
10. Miscellaneous Water Details

- 8.8 Addendum No's 1, 2 and 3.
- 8.9 CONTRACTOR'S Bid (pages 00300-1 to 00300-10, inclusive).
- 8.10 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to N/A, inclusive).
- 8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendment and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.4 and 3.5 of the General Conditions
- 8.12 The documents listed in Paragraphs 8.2 above are attached to this Agreement (except as expressly noted otherwise above).

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

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meaning indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

Article 10. OTHER PROVISIONS

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

This Agreement will be effective on _____, 20__.

OWNER: THE CITY OF MULVANE, KANSAS

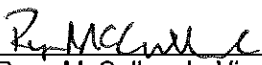
By: _____
Brent Allen, Mayor

ATTEST: _____
Debra Parker, City Clerk

Address for giving notices:

211 N. Second Ave.
Mulvane, Kansas 67110

CONTRACTOR: McCullough Excavation, Inc.

By: 
Ryan McCullough, Vice President

ATTEST: 
Abby Showalter, Project Manager

Address for giving notices:

9210 E 34th St N

Wichita, KS 67226

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that McCullough Excavation, Inc., hereinafter called Principal, and

Merchants Bonding Company (Mutual)

(Name of Surety)

P.O. Box 14498, Des Moines, IA 50306

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

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

Hereinafter called OWNER, in the penal sum of ONE MILLION ONE HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED SEVENTY DOLLARS and 00/100 (\$1,174,970.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

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

**GRADING AND UTILITY IMPROVEMENTS TO SERVE EMERALD VALLEY
ESTATES 2ND ADDITION, CITY OF MULVANE, SEDGWICK COUNTY,
KANSAS**

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

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

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

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

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

ATTEST: McCullough Excavation, Inc.
Principal

Principal Secretary By Ryan McCullough (s)
Ryan McCullough, Vice President

(SEAL)

Guybish Martin
(Witness as to Principal)

9210 E. 34th Street N., Wichita, KS 67226
(Address)

Merchants Bonding Company (Mutual)
Surety

ATTEST:

Clara Navarro By
Witness as to Surety Clara Navarro

Alycia Marie Hoebener
Attorney-in-Fact Alycia Marie Hoebener

P.O. Box 2992
Address

P.O. Box 14498
Address

Wichita, KS 67202

Des Moines, IA 50306

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

If CONTRACTOR is Partnership, all partners should execute BOND.

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that McCullough Excavation, Inc.,
a (~~Individual / Partnership / Corporation / Joint Venture~~) hereinafter called
Principal and

Merchants Bonding Company (Mutual)

(Name of Surety)

P.O. Box 14498, Des Moines, IA 50306

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

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

Hereinafter called OWNER, in the penal sum of ONE MILLION ONE HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED SEVENTY DOLLARS and 00/100 (\$1,174,970.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

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

**GRADING AND UTILITY IMPROVEMENTS TO SERVE EMERALD VALLEY
ESTATES 2ND ADDITION, CITY OF MULVANE, SEDGWICK COUNTY,
KANSAS**

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

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

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

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

ATTEST:

McCullough Excavation, Inc.

Principal

(Principal) Secretary

(SEAL)

By Ryan McCullough (s)

Ryan McCullough, Vice President

9210 E. 34th Street N.

(Address)

Wichita, KS 67226

Elizabeth Martinez
Witness as to Principal

9210 E. 34th Street N.

(Address)

Wichita, KS 67226

ATTEST:

Merchants Bonding Company (Mutual)

Surety

By Alycia Marie Hoebener
Attorney-in-Fact Alycia Marie Hoebener

Clara Navarro

Witness as to Surety Clara Navarro

PO Box 2992, Wichita, KS 67201

Address

PO Box 14498, Des Moines, IA 50306

Address

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

If CONTRACTOR is Partnership, all partners should execute BOND.

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

STATUTORY BOND

(K.S.A. 60-1111, as amended)

**GRADING AND UTILITY IMPROVEMENTS TO EMERALD VALLEY ESTATES
2ND ADDITION, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS**

KNOW ALL MEN BY THESE PRESENTS, That we, McCullough Excavation, Inc. as CONTRACTOR, and Merchants Bonding Company (Mutual) with General Offices in the City of Des Moines, IA a Corporation organized under the laws of the State of Iowa and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the STATE OF KANSAS, in the penal sum of ONE MILLION ONE HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED SEVENTY DOLLARS and 00/100 (\$1,174,970.00) lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

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

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

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

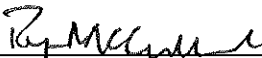
IN TESTIMONY WHEREOF, the said CONTRACTOR has hereunto set his hand, and the said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do at

Wichita, KS

on this _____ day of _____, 20__.

McCullough Excavation, Inc.

CONTRACTOR

By  (Seal)

Ryan McCullough, Vice President

Official Title

Merchants Bonding Company (Mutual)

SURETY COMPANY

By 
Attorney-in-Fact Alycia Marie Hoebener

By _____
State Representative

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

MERCHANTS BONDING COMPANY,™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alycia Marie Hoebener; Clara R Navarro Abela; Desiree E Westmoreland; Myriah A Anderson; Timothy Smith; Todd Alan Rambo

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

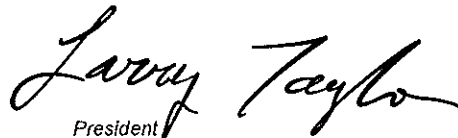
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

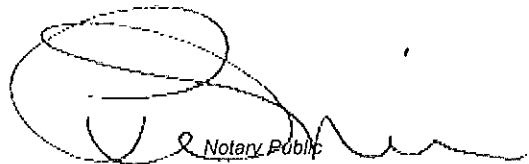
By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

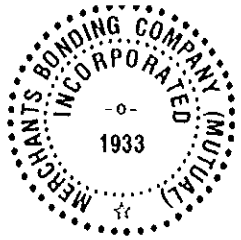


(Expiration of notary's commission does not invalidate this instrument)


Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2024.




Secretary



CONSIDER IT DONE

PLEASE NOTE:

None of the attached bonds or powers-of-attorney have been dated as the contract copy provided did not contain a contract date. Once the contract has been dated, it is important that the same date be inserted onto each bond and each power of attorney wherever a date is requested.

Please notify IMA of the contract date once known.

Thank you.

Alycia Marie Hoebener
Surety Account Manager
IMA Bond Department
(316) 266-6343



ADDITIONAL REMARKS SCHEDULE

AGENCY IMA, Inc. - Wichita		NAMED INSURED McCullough Excavation, Inc. 9210 E 34th St N Wichita, KS 67226-2612	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability, Automobile Liability, Umbrella Liability and Workers Compensation Coverages include 30 day notice of cancellation, subject to the policy terms and conditions.
 Umbrella Liability policy is in excess of the General Liability, Automobile Liability and Employers Liability Policies, subject to the policy terms and conditions.
 RE: Grading and Utility Improvements, to Serve Emerald Valley Estates 2nd Addition, City of Mulvane, Sedgwick County, Kansas.

OFFICIAL RECEIPT
State of Kansas- Sedgwick County District Court

Payor
McCullough Excavation Inc

Receipt No.
SG-2024-015012

Transaction Date
10/15/2024

Description	Amount Paid
-------------	-------------

McCullough Excavation Inc	
SG-2024-SB-000280	
In the Matter of the Statutory Bond of McCullough Excavation Inc and City of Mulvane	
Statutory Bond Docket Fee	36.00
SUBTOTAL	36.00
Remaining Balance Due: \$0.00	

PAYMENT TOTAL **36.00**

Check, Cashier's Check, Money Order (Ref #31277) Tendered	36.00
Total Tendered	36.00
Change	0.00

10/15/2024
08:41 AM

Cashier
Station SG004CV

Audit
55063014

OFFICIAL RECEIPT

Bond No. 101248167

ELECTRONICALLY FILED

10/15/2024 8:39:50 AM Central Standard Time
CLERK OF THE SEDGWICK COUNTY DISTRICT COURT
CASE NUMBER: SG-2024-SB-000280

STATUTORY BOND
(K.S.A. 60-1111, as amended)

**GRADING AND UTILITY IMPROVEMENTS TO EMERALD VALLEY ESTATES
2ND ADDITION, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS**

KNOW ALL MEN BY THESE PRESENTS, That we, McCullough Excavation, Inc. as CONTRACTOR, and Merchants Bonding Company (Mutual) with General Offices in the City of Des Moines, IA a Corporation organized under the laws of the State of Iowa and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the STATE OF KANSAS, in the penal sum of ONE MILLION ONE HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED SEVENTY DOLLARS and 00/100 (\$1,174,970.00) lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

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

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

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

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

Wichita, KS

on this _____ day of _____, 20__.

McCullough Excavation, Inc.
CONTRACTOR

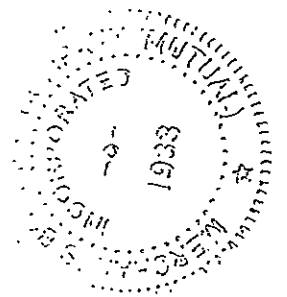
By Ryan McCullough (Seal)

Ryan McCullough, Vice President
Official Title

Merchants Bonding Company (Mutual)
SURETY COMPANY

By Alycia Marie Hoebener
Attorney-in-Fact Alycia Marie Hoebener

By _____
State Representative



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

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alycia Marie Hoebener; Clara R Navarro Abela; Desiree E Westmoreland; Myriah A Anderson; Timothy Smith; Todd Alan Rambo

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Authority is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

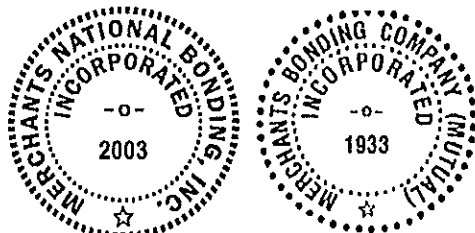
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

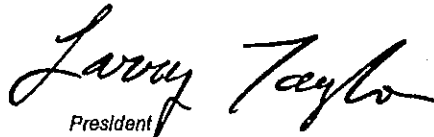
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

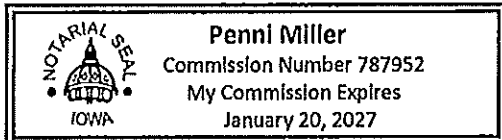


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

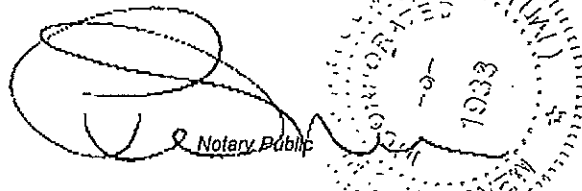
By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

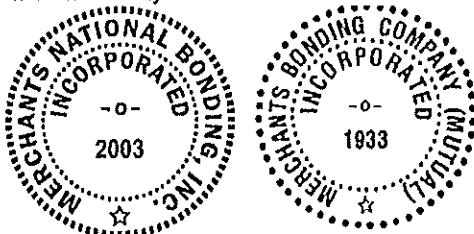


(Expiration of notary's commission does not invalidate this instrument)

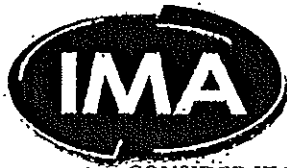


I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2024.




Secretary



CONSIDER IT DONE

PLEASE NOTE:

None of the attached bonds or powers-of-attorney have been dated as the contract copy provided did not contain a contract date. Once the contract has been dated, it is important that the same date be inserted onto each bond and each power of attorney wherever a date is requested.

Please notify IMA of the contract date once known.

Thank you.

Alycia Marie Hoebener
Surety Account Manager
IMA Bond Department
(316) 266-6343

RISK MANAGEMENT, INSURANCE &
EMPLOYEE BENEFITS SOLUTIONS

P: 316.267.9221
F: 316.266.6254
www.imacorp.com
AFFILIATIONS: ASSUREX | INTERSURE

IMA of Kansas, Inc.
P.O. Box 2992
Wichita KS 67201-2992
dba IMA of Kansas Insurance Services
California Lic # 0D28748

**CITY COUNCIL MEETING
MULVANE, KANSAS
October 21, 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
<p>Phase 3 Main A Sanitary Sewer Improvements <i>(Bond Issue funding)</i></p>	<p><u>Completed to Date:</u> Final plans and bid documents have been completed and project is currently being advertised for construction bids. KDHE has re-issued the Main A Sewer Extension permit. <u>Remaining Work:</u> Receive bids on November 7th. <u>Contract Status:</u> Construction contracts pending.</p> <p>Note: The Phase 2 Contractor, Apex Excavating, is addressing some warranty work including some trench settling across First St. and in Bridge street.</p>
<p>Phase 1 Harvest Point Addition Infrastructure <i>(Municipal Bonds)</i></p>	<p><u>Completed to Date:</u> The Contractor has completed sanitary sewer installations and is working on storm sewer installations. Final street design plans have been prepared and will be sent to Public Works for review the week of October 21st. <u>Remaining Work:</u> Mass Grading, Detention Ponds and Water Line installations will follow Storm Sewers. All Grading and Utilities Improvements are scheduled to be completed by December 3rd. Bid documents for Street Improvements are anticipated to be completed and the project advertised to street contractors the week of October 28th. <u>Contract Status:</u> McCullough Excavation’s current contract amount is \$1,672,980.25. Pay Application No. 3 has been submitted and approved in the amount of \$188,145.00. Pay Application No. 3 represents approx. 28.5% of the total contract amount (less 10% held in retainage). The Contractor has completed approx. 31.6% of the total work.</p>
<p>Emerald Valley Estates 2nd Addition Infrastructure <i>(Municipal Bonds)</i></p>	<p><u>Completed to Date:</u> See attached memorandum “Approve Construction Agreement with McCullough Excavation”. <u>Remaining Work:</u> Complete contracts and initiate “Utility and Grading Improvements” construction. Prepare street design plans, bid and construct streets. <u>Contract Status:</u> Construction contracts pending.</p>
<p>West Main Street Drainage Improvements <i>(Special Sales Tax)</i></p>	<p><u>Completed to Date:</u> All work has been completed to date. <u>Remaining Work:</u> None. <u>Contract Status:</u> Wildcat’s final contract amount (including deduct Change Order No. 1) is \$70,349.00.</p>

CASH & BUDGET STATEMENT

September 2024

Fund	Begin Bal	Revenue	Expenses	End Bal	Budget	YTD Rev	YTD Exp	Remaining	% Spent
General*	6,391,546.92	434,148.92	435,056.77	6,385,148.40	7,831,360	6,163,423.82	4,852,697.96	2,978,662.04	61.96%
Administration			51,339.55		2,154,800		1,162,479.11	992,320.89	53.95%
Public Works			72,943.62		1,061,370		805,210.63	256,159.37	75.87%
Police			129,202.10		2,334,300		1,400,733.09	933,566.91	60.01%
Fire			57,781.34		544,628		339,018.62	205,609.38	62.25%
Ambulance			112,158.40		1,658,512		1,042,586.71	615,925.29	62.86%
Planning & Zoning			11,631.76		77,250		102,477.90	(25,227.90)	132.66%
Bindweed			-		500		191.90	308.10	38.38%
Employee Benefit	1,289,550.06	75,376.52	119,329.88	1,184,480.40	2,260,150	2,157,023.78	1,389,274.44	870,875.56	61.47%
Debt Service	30,487.06	63,025.47	905.93	92,606.60	2,801,814	2,774,991.58	2,788,239.57	13,574.43	99.52%
Capital Improvements	629,212.28	1,837.15	15.71	631,033.72	470,000	15,234.39	11,686.88	458,313.12	2.49%
Special Liability	227,690.42	410.13	7,381.91	220,718.64	120,000	14,466.17	44,433.55	75,566.45	37.03%
Industrial Development	186,657.16	78.83	1.98	186,734.01	53,000	1,649.45	2.13	52,997.87	0.00%
Library	148,042.04	21,813.06	160,660.01	9,195.09	551,900	543,920.48	544,134.72	7,765.28	98.59%
Special Alcohol	44,629.20	-	-	44,629.20	15,000	-	2,706.28	12,293.72	18.04%
Swimming Pool	(122,657.43)	-	425.97	(122,963.41)	171,347	54,183.28	179,642.27	(8,295.27)	104.84%
Sr. Center	(24,552.24)	8,170.00	7,543.46	(23,925.70)	135,968	39,112.33	65,666.11	70,301.89	48.30%
Library Sales Tax	183,875.19	-	2,067.28	181,807.91	100,000	-	50,474.01	49,525.99	50.47%
1% Sales Tax	1,194,121.30	-	-	1,194,121.30	1,600,000	645,593.64	760,301.92	839,698.08	47.52%
Special Highway	395,728.93	18,627.44	34,333.39	380,022.98	350,000	194,696.59	76,577.07	273,422.93	21.88%
Special Parks	162,103.46	35,517.04	8,488.58	189,131.92	150,000	108,405.21	33,750.38	116,249.62	22.50%
Transient Guest Tax	565,508.04	-	33.50	565,474.54	475,000	516,141.82	394,495.00	80,505.00	83.05%
Mulvane Land Bank	19,110.50	-	-	19,110.50	12,500	-	2,629.20	9,870.80	21.03%
Electric	6,348,895.15	628,787.84	479,094.33	6,434,876.53	7,031,225	4,531,841.85	4,107,295.44	2,923,929.56	58.42%
Water	1,183,828.42	106,501.15	92,305.95	1,187,782.78	1,644,675	921,702.43	991,407.05	653,267.95	60.28%
Wastewater	1,591,627.41	151,837.97	98,100.72	1,616,755.99	2,233,792	1,439,393.80	1,419,754.87	814,037.13	63.56%
Storm Sewer	472,037.49	3,716.55	-	475,240.93	165,000	39,871.05	32,213.94	132,786.06	19.52%
Municipal Equipment Reserve	431,649.61	-	-	461,649.61	0	-	240,515.04	(240,515.04)	
ARPA	399,989.44	-	5,466.25	394,523.19	0	-	202,442.80	(202,442.80)	
TOTAL	21,749,080.41	1,549,848.07	1,451,211.62	21,708,155.13	28,172,731	20,161,651.67	18,190,340.63	9,982,390.37	64.57%

September 30, 2024

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

Re: **West Main Street Drainage Improvements**
City of Mulvane, Sumner-Sedgwick County, Kansas
Y&A Project No. 19-459

Dear Mr. St. John:

Transmitted herewith is a signed PDF copy of Payment Application No. 1 from Wildcat Construction Co., Inc. for the above referenced project. We have field verified the quantities requested in the pay application and concur with the amount of \$70,349.00 as requested.

Payment Application No. 1 represents 100% of the total contract amount, which includes (DEDUCT) Change Order No. 1. The project has been completed and a “Certificate of Substantial Completion” has been prepared and attached.

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

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

Very truly yours,
YOUNG & ASSOCIATES, PA

Christopher R. Young, PE
City Engineer

Attachments

Contractor's Application for Payment No. 1-Final

Application Period: Start 09/09/24 to Completion 09/25/2024	Application Date: 9/27/2024
To (Owner): City of Mulvane	Via (Engineer): Young and Associates, PA
From (Contractor): Wildcat Construction Co., Inc.	
Project: West Main Street Drairage Improvements	Contract: no assigned contract no.
Owner's Contract No.: no assigned contract no.	Contractor's Project No.: 7308
	Engineer's Project No.: 19-459

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1		\$3,520.00
TOTALS	\$0.00	\$3,520.00
NET CHANGE BY CHANGE ORDERS	-\$3,520.00	

1. ORIGINAL CONTRACT PRICE.....	\$ 73,869.00
2. Net change by Change Orders.....	\$ (3,520.00)
3. Current Contract Price (Line 1 ± 2).....	\$ 70,349.00
4. TOTAL COMPLETED AND STORED TO DATE	
(Column F total on Progress Estimates).....	\$ 70,349.00
5. RETAINAGE:	
a. 0% X \$70,349.00 Work Completed.....	\$ 0.00
b. 0% X 0.00 Stored Material.....	\$ 0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 70,349.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
8. AMOUNT DUE THIS APPLICATION.....	\$ 70,349.00
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Column G total on Progress Estimates + Line 5.c above).....	\$ 0.00


Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment,

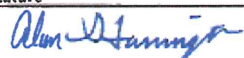
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

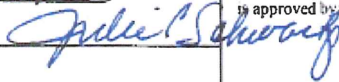
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.



JULIE C. SCHWARTZ
Notary Public - State of Kansas
My Appt Expires 9/22/27

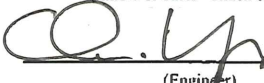
Contractor Signature

By  Date 9/27/2024



Payment of \$ 70,349.00

(Line 8 or other - attach explanation of the other amount)

is recommended by:  9/27/24

(Engineer) (Date)

Payment of \$ _____

(Line 8 or other - attach explanation of the other amount)

is approved by: _____

(Owner) (Date)

Approved by: _____

Funding or Financing Entity (if applicable) (Date)

Progress Estimate

Contractor's Application

For (Contract): West Main Street Drainage Improvements					Application Number: I-Final						
Application Period: Start 09/09/24 to Completion 09/25/2024					Application Date: 9/27/2024						
A					B	Work Completed		E	F		G
Bid Item No.	Description	Bid Quantity	U.o.M	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	Remove Existing Curb Inlet	1	LS	1,200.00	\$1,200.00	1	\$1,200.00		\$1,200.00	100.0%	\$0.00
2	Remove Existing Storm Sewer Pipe	74	LF	9.00	\$666.00	74	\$666.00		\$666.00	100.0%	\$0.00
3	Remove Existing Asphaltic Concrete Pavement	128	SY	38.00	\$4,864.00	128	\$4,864.00		\$4,864.00	100.0%	\$0.00
4	Remove Existing Concrete Curb & Gutter	18	LF	17.00	\$306.00	18	\$306.00		\$306.00	100.0%	\$0.00
5	Remove Existing Concrete Sidewalk	534	SF	1.00	\$534.00	534	\$534.00		\$534.00	100.0%	\$0.00
6	Type 1/1A Double Throated Inlet	1	EACH	7,820.00	\$7,820.00	1	\$7,820.00		\$7,820.00	100.0%	\$0.00
7	8" Storm Sewer Pipe	7	LF	75.00	\$525.00	7	\$525.00		\$525.00	100.0%	\$0.00
8	12" Storm Sewer Pipe	67	LF	85.00	\$5,695.00	35	\$2,975.00		\$2,975.00	52.2%	\$2,720.00
9	Concrete Curb & Gutter	8	LF	189.00	\$1,512.00	8	\$1,512.00		\$1,512.00	100.0%	\$0.00
10	5" Concrete Flume On 6" Crushed Rock Sub	609	SF	17.00	\$10,353.00	609	\$10,353.00		\$10,353.00	100.0%	\$0.00
11	6" Asphaltic Concrete Pavement On 8" Crush	56	SY	130.00	\$7,280.00	56	\$7,280.00		\$7,280.00	100.0%	\$0.00
12	5" Concrete Sidewalk	477	SF	10.00	\$4,770.00	477	\$4,770.00		\$4,770.00	100.0%	\$0.00
13	Steel Handrail	11	LF	500.00	\$5,500.00	11	\$5,500.00		\$5,500.00	100.0%	\$0.00
14	Excavatable Flowable Mortar Fill	12	LF	102.00	\$1,224.00	12	\$1,224.00		\$1,224.00	100.0%	\$0.00
15	Flushed and Vibrated Sand Backfill	66	LF	25.00	\$1,650.00	34	\$850.00		\$850.00	51.5%	\$800.00
16	Site Clearing and Restoration	1	LS	19,970.00	\$19,970.00	1	\$19,970.00		\$19,970.00	100.0%	\$0.00
Totals					\$73,869.00	\$2,006.00	\$70,349.00	\$0.00	\$70,349.00		\$3,520.00

Reduced via: C.O #1

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: **WEST MAIN STREET DRAINAGE IMPROVEMENTS**
City of Mulvane, Sedgwick-Sumner County, Kansas
Y&A Project No. 19-459

Contractor: Wildcat Construction Company, Inc.
3219 West May St.
Wichita, Kansas 67213

Engineer: Young & Associates, PA
100 South Georgie
Derby, Kansas 67037

To the City of Mulvane, Kansas:

I, Christopher R. Young, PE, of Young & Associates, PA, being a licensed engineer in the State of Kansas, do hereby certify that the above described improvements have been completed in substantial conformance with the approved plans and specifications, and do hereby recommend acceptance of same by the City of Mulvane for use by the public for the purpose for which they were intended.

The date of substantial completion is September 25, 2024. Attached to this certificate is a list of items to be completed or corrected by the Contractor within thirty (30) calendar days of aforesaid date of substantial completion and prior to making application for final payment. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.


SIGNATURE

9/25/24
DATE



PROFESSIONAL ENGINEER SEAL

**LIST OF ITEMS TO BE COMPLETED
OR CORRECTED BEFORE FINAL PAYMENT**

(Punch List)

Date Prepared: September 25, 2024

Project: **West Main Street Drainage Improvements**
City of Mulvane, Sedgwick-Sumner County, Kansas
Y&A Project No. 19-459

Contractor: **Wildcat Construction Company, Inc.**
3219 West May St.
Wichita, Kansas 67213

Outlined below is a list of items to be completed by the Contractor prior to making application for final payment.

1. Please complete the PR-77 project completion certificate. Send certificate to Ms. Debra Parker, City Clerk (dparker@mulvane.us).
2. Execute a Change Order to address final as-constructed quantities for 12" RCP storm sewer and associated flushed & vibrated sand backfill. A draft CO No. 1 has been prepared for your consideration.

October 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. 3 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 \$188,145.00 as requested.

Payment Application No. 3 represents 28.5% of the total contract amount. We estimate approx. 31.6% 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 engineering@yngpa.com.

Very truly yours,
YOUNG & ASSOCIATES, PA



Christopher R. Young, PE
City Engineer

Attachments

Contractor's Application for Payment No. 3

Application Period: September 1, 2024 thru September 30, 2024		Application Date: September 30, 2024
To (Owner): City of Mulvane, KS	From (Contractor): McCullough Excavation, Inc.	Via (Engineer): Young and Associates
Project: Harvest Point Phase 1	Contract:	
Owner's Contract No.:	Contractor's Project No.: 24104	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders			
Number	Additions	Deductions	
TOTALS	\$0.00	\$0.00	
NET CHANGE BY CHANGE ORDERS	\$0.00		

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,672,980.25
2. Net change by Change Orders.....	\$	\$0.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$1,672,980.25
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$476,300.00
5. RETAINAGE:		
a. 10% X \$476,300.00 Work Completed.....	\$	\$47,630.00
b. 10% X \$0.00 Stored Material.....	\$	\$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$47,630.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$428,670.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$240,525.00
8. AMOUNT DUE THIS APPLICATION.....	\$	\$188,145.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$1,244,310.25

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Ry McCullough Date: 10/1/2024

Payment of: \$ 188,145.00
(Line 8 or other - attach explanation of the other amount)

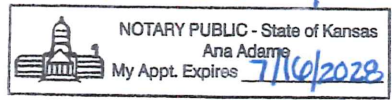
is recommended by: C. Young 10/11/24
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Ana Adame 10/01/2024



Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Harvest Point Phase 1							Application Number: 3						
Application Period: September 1, 2024 thru September 30, 2024							Application Date: September 30, 2024						
A	B	C	D	E	F	G	H	I	J	K	L	M	
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED		Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)			From Previous Applications	This Period				
	Mass Grading				\$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		\$0.00	\$0.00	\$0.00	\$497,925.00	
2	21" x 14" RCPHE Storm Sewer, complete in	160	LF	\$75.00	\$12,000.00		\$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		\$0.00	\$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		\$0.00		\$0.00	\$0.00	\$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 Lin	281	SY	\$100.00	\$28,100.00		\$0.00		\$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		\$0.00	\$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	\$0.00	\$0.00	\$49,522.00	
12	Site Clearing and Restoration	1	LS	\$30,150.00	\$30,150.00		\$0.00		\$0.00	\$0.00	\$0.00	\$30,150.00	
					\$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	\$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	
	Totals				\$665,557.25		\$0.00		\$0.00	\$0.00	\$0.00	\$665,557.25	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Harvest Point Phase 1										Application Number: 3			
Application Period: September 1, 2024 thru September 30, 2024										Application Date: September 30, 2024			
A	B	C	D	E	F	G	H	I	J	K	L		M
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED		Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)			From Previous Applications	This Period				
	Sanitary Sewer				\$0.00		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
1	8" Sanitary Sewer	2820	LF	\$70.00	\$197,400.00	2820	\$197,400.00	\$86,940.00	\$110,460.00		\$197,400.00	100.0%	\$0.00
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	6	\$22,200.00	\$3,700.00	\$18,500.00		\$22,200.00	85.7%	\$3,700.00
4	Standard Sanitary Sewer Manhole (5' Dia)	7	EA	\$6,000.00	\$42,000.00	7	\$42,000.00	\$30,000.00	\$12,000.00		\$42,000.00	100.0%	\$0.00
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	2	\$3,600.00	\$1,800.00	\$1,800.00		\$3,600.00	100.0%	\$0.00
7	4" Pipe Stub w/Riser	11	EA	\$2,100.00	\$23,100.00	9	\$18,900.00	\$8,400.00	\$10,500.00		\$18,900.00	81.8%	\$4,200.00
8	8"x4" Tee and Riser Assembly	41	EA	\$2,300.00	\$94,300.00	35	\$80,500.00	\$25,300.00	\$55,200.00		\$80,500.00	85.4%	\$13,800.00
9	Flushed and Vibrated Sand Backfill	312	LF	\$5.00	\$1,560.00	240	\$1,200.00	\$610.00	\$590.00		\$1,200.00	76.9%	\$360.00
10	Seeding and Erosion Control	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	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		\$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		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Totals					\$512,882.00		\$476,300.00		\$209,050.00	\$0.00	\$476,300.00	92.9%	\$36,582.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Harvest Point Phase 1							Application Number: 3						
Application Period: September 1, 2024 thru September 30, 2024							Application Date: September 30, 2024						
A	B	C	D	E	F	G	H	I	J	K	L	M	
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED		Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)			From Previous Applications	This Period				
	Storm Water Drain						\$0.00				\$0.00	\$0.00	
1	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	\$80.00	\$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	LF	\$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		\$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	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		\$0.00		\$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	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		\$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	
					\$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		\$0.00		\$0.00	\$0.00	
Totals					\$213,585.00		\$0.00		\$0.00	\$0.00	\$0.00	\$213,585.00	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Harvest Point Phase 1								Application Number: 3					
Application Period: September 1, 2024 thru September 30, 2024								Application Date: September 30, 2024					
A	B	C	D	E	F	G	H	I	J	K	L	M	
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED		Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)			From Previous Applications	This Period				
	<u>Water Line</u>						\$0.00				\$0.00	\$0.00	
1	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	LF	\$550.00	\$1,100.00		\$0.00		\$0.00		\$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	\$16,100.00	
7	8" Anchor Valve Assembly	3	EA	\$2,500.00	\$7,500.00		\$0.00		\$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		\$0.00		\$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	LS	\$2,700.00	\$2,700.00		\$0.00		\$0.00		\$0.00	\$2,700.00	
Totals					\$280,956.00		\$0.00		\$0.00	\$0.00	\$0.00	\$280,956.00	

CITY COUNCIL MEETING
October 21st, 2024

TO: Mayor and City Council
SUBJECT: Purchase of Ferric Chloride and Sodium Hydroxide.
FROM: Wastewater Supervisor
AGENDA: Purchase of Sodium Hydroxide from Brenntag

Background: In 2011 the City started a sewer expansion project to accommodate the addition of the Kansas Star Casino. This expansion included two chemical injection sites, one located at the casino site, and the other located at the wastewater plant site. These chemical injection buildings hold two 4500-gallon tanks, one will contain ferric chloride and the other sodium hydroxide. At the casino site, by use of chemical metering pumps, the chemicals are injected directly into the force main, and at the plant site the chemicals are injected into the process. The biggest use for these chemicals is odor control and managing PH, however better settling and phosphorus removal at the plant is also a benefit from the ferric chloride.

After obtaining approval from the City Administrator to place this purchase on the consent agenda, ordered the chemicals at a cost of \$19,000.00. This would purchase one load of caustic soda to be split between the two sites.

Legal Considerations: Per City Attorney.

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

Recommendations/Action: A motion to approve the purchase of 45,000 lbs. of sodium hydroxide for a total cost of \$19,000.00. This price includes insurance surcharge and fuel cost. Load may vary slightly but is charged by the pounds delivered.

Submitted by

Brian Bradshaw

CITY COUNCIL MEETING
October 21st, 2024

TO: Mayor and City Council
SUBJECT: Purchase of a blower for the wastewater treatment plant.
FROM: Director of Public Works
AGENDA: Consent

Background: There are fourteen Garner Denver blowers located at the sewer plant. There are five that are used for basin #3 and the two digesters. Two for basin #3 and two for the digesters with the middle blower in reserve for emergency use. A dissolved oxygen probe and a computer control system regulate the amount of time that the blowers are on for the basin and a computer programmed timer for the digesters. Maintaining proper dissolved oxygen levels is essential to the activated sludge process.

Earlier this summer the blower that feeds digester #1 started to fail. The spare blower was put into service at that time. We were able to repair it enough to get it running again. However, this has been an ongoing issue with this particular model of blower. Since the plant upgrade in 2011, we have replaced fourteen blowers. We reached out to the different vendors about this issue, to which they gave us limited options at the time besides just replacement. However, Excelsior Blower Systems has a newer style blower that would better fit our system with minimal retrofitting. This blower was recommended by two different vendors, since it has a larger shaft and a slide base as opposed to a self-tightening system. Excelsior stated that if they had these blowers when re upgraded the plant, they would have recommended the 514 Heliflow blower instead of the Gardner Denver 4518.

These blowers are of critical importance to the activated sludge process. After obtaining approval from the City Administrator to place this purchase on the Consent Agenda, we ordered one Heliflow blower from Excelsior Blower Systems.

Legal Considerations: None.

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

Recommendations/Action: A motion to approve the purchase of one 514 Heliflow blower with retrofit kit for \$16,469.00 with additional charges for freight.

Submitted by

Brian Bradshaw