

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Monday November 4, 2024

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Roll Call	
Pledge of Allegiance	
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 ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:	
Next City Council Meeting – Monday, November 18, 2024 – 6:00 p.m.	
 ADJOURNMENT:	

**MULVANE CITY COUNCIL
REGULAR MEETING MINUTES**

October 21, 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, Kendra Stacey, Chris Young, Joel Pile, Gordon Fell, Sherry Leach, Larry McDonald, Jeff Grieve, Mike Robinson, Cheryl Couch, Aaron Lonergan, Patricia Ponder, Sandra Howlett, Suzanne Howlett, Bruce Howlett, Tim Austin, Kim Edgington, Debra Prior, Michelle McElroy, David Hill, Kent Bruntz, Michael Hoobler, Mark Galvin and other interested citizens.

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

APPROVAL OF REGULAR MEETING MINUTES:

MOTION by Leach, second by Leeds to approve the Regular meeting minutes dated October 7, 2024.

MOTION approved unanimously.

CORRESPONDENCE: None

PUBLIC COMMENTS: Several citizens were present to speak about the rezoning of the Sandy Bottoms recreational area. The council heard from citizens both for and against the rezoning. Areas of concern included – traffic, noise, safety, access to the property, alcohol, and theft. Those in support of the rezoning spoke about the character of the owner, having a sense of community and brotherhood, the willingness to help others, supporting the businesses in town and giving back to the community, the decrease in property damage to farmers fields, and having a place for families to gather. Some citizens indicated the noise complaints were from events held at the Rodeo grounds.

Kim Edgington with PSC Consulting spoke about the PUD and the restrictions that would be in place with the rezoning, which include the hours of events, the number of events held, the time allowed for music and the direction of speakers, along with other restrictions.

Mayor Allen thanked everyone for coming.

APPOINTMENTS, AWARDS AND CITATIONS: None

OLD BUSINESS

None

NEW BUSINESS

1. Discussion on Zoning Change for Sandy Bottoms:

The City Council listened to a presentation from Patricia Ponder regarding the Zoning Change for property located west of the railroad tracks behind First St. commonly known as Sandy Bottoms. The property is used as a recreational area for UTV's. Sedgwick Co. held a public hearing regarding the zoning change 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 has filed a protest petition for the rezoning with the Sedgwick County Clerk. Ponder represented residents in the area with concerns about traffic, safety, and noise. Ponder wants to maintain the rural residential life and would like City representation at the County Commission meeting on November 7th.

City Attorney, Kendra Stacey, advised the council that they would need to decide if they wished to provide a letter on the issue to the County Commission by the next City Council meeting November 4th. Stacey also pointed out that the City would only be able to enforce violations if the property were annexed, which would need to be requested by the owner.

Public Safety Director, Gordon Fell, indicated that currently emergency response is provided by the Sedgwick Co. Sheriff, Fire, and EMS, however, Mulvane provides mutual aid to the area and would respond to calls. Fell also pointed out that some of the traffic concerns are due to school traffic and any theft in the area was unrelated.

Kim Edgington with PSC Consulting indicated that the owner, Aaron Lonergan, would agree to being annexed into the City. This would allow the City to have jurisdiction of the area to enforce any violations. Also, the owner is actively working on getting a second access to the property.

The council can discuss whether they wish to provide a letter to the County Commission at its next meeting.

2. New Server for City Hall:

City Clerk, Debra Parker, reviewed this item with the council. Our existing Dell Server is End of Life and installed in or around 2015. The life span of a server is typically a maximum of 7 years. Our IT Representative, Nathan Werth, has been getting alerts showing a potential system failure. Staff have been working with All Covered for the past two (2) years to replace the server. Due to continued changes at All Covered, this project has been delayed several times.

We recently received a quote from All Covered for the project. The cost 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. Our IT Representative, Nathan Werth (Advanced Computers), 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. Werth'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.

Once the server is ordered, it will be built and staged to prepare it for onsite installation. 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.

MOTION by Leeds, second by Westfall to approve the purchase of a Lenovo Server for City Hall from Nathan Werth (Advanced Computers) at a cost not to exceed \$14,000.00.

MOTION approved unanimously.

3. Delivery Point Facilities Agreement with Evergy:

City Attorney, Kendra Stacey, reviewed this item with the council. The City currently has two electric transformers located at 111th Street Electric Substation. The sizes of the two 69kV electric transformers are 5 MV and 15 MV. The current Substation was built in 1970 when the City began to purchase power from what was then KG&E (today's Evergy).

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.

In July 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.

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 City's 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. Thereafter, KPP voted to allocate an additional \$433,635.92 from its 2021 bond issue to the Mulvane project, increasing the total costs of KPP's portion to \$2,333,635.92. The final project costs will be substantially higher with the Evergy transmission upgrade, and the City is in the process of issuing G.O. Bonds to cover the expected additional costs.

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.

The City is being asked to "approve" and sign the Delivery Point Facilities Agreement. 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.

MOTION by Gerber, second by Leach to approve the Delivery Point Facilities Agreement and authorize the Mayor to execute the same.

MOTION approved unanimously.

ENGINEER

1. Emerald Valley 2nd Addition Improvements:

On October 3rd, the City received sealed bids for Utility and Mass Grading Improvements for Emerald Valley 2nd Addition. The bid price for sanitary sewer improvements by McCullough Excavating exceeded the original petition estimate. At its meeting on October 7th, the City Council accepted the bid submitted by McCullough Excavation, Inc. in the amount of \$1,174,970.00 and authorized a Notice of Award subject to receipt of corrected petitions from the developer.

McCullough Excavation has prepared and submitted the construction agreement, bond forms and insurance certificate for the project. City staff recommend approving the construction agreement with McCullough Excavation pending the receipt and approval of amended petitions and developer's agreement.

MOTION by Leach, second by Gerber to 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.

MOTION approved unanimously.

2. Project Review and Update:

Phase 3 Main "A" Sanitary Sewer – Final plans and bid documents have been completed and the project is currently being advertised for construction bids.

Phase 1 Harvest Point Addition Infrastructure – The Contractor has completed sanitary sewer installations and is working on storm sewer installations.

W. Main Street Drainage Improvements – Final pay application is on the Consent Agenda for approval.

CITY STAFF

City Clerk: None

City Administrator:

1. Financial Report:

Reviewed the Financial Report for September with the Council.

Waste Connections has a recycling center in Hutchinson and has invited council and/or staff to tour the facility.

A report from the Department Heads was sent to the City Council.

City Attorney: None

CONSENT AGENDA ITEMS:

MOTION by Huntley, second by Westfall to approve consent agenda items 1-5.

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.

MOTION approved unanimously.

ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:

No Council Workshop for October.

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

ADJOURNMENT:

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

MOTION approved unanimously at 7:35 p.m.

Minutes by:

Debra M. Parker, City Clerk

Date: November 4, 2023

Subject: Amber Roper 15 Years of Service

Amber Roper is a dedicated and spirited member of the City of Mulvane team, with a career spanning 15 years, to her current role as Municipal Court Clerk and a history of service to the community that goes back even further. Amber spent many of her nights as a dispatcher, training others and ensuring high standards in this crucial role. She's known for her festive spirit, always bringing joy to the office with her love of celebrations and enthusiasm for decorating both her workspace and the hallways for holidays of all kinds. Amber's creativity shines in her efforts to plan department events, encouraging team participation and fostering a welcoming atmosphere. Known fondly as the "Keeper of the Candy," her office has become a cheerful stop for anyone needing a sweet pick-me-up to brighten their day. Amber is also a proud mother and grandmother, balancing her family life with her unwavering dedication to her work, bringing the same warmth and positivity to both. Her kindness and joyful presence make her an invaluable part of the team.

We thank Amber for her many years of dedicated service and look forward to many more years of her enthusiasm and commitment.

Gordon B. Fell
Director of Public Safety
Mulvane, Kansas

Certificate of Appreciation

Conferred Upon

Amber Roper

The League of Kansas Municipalities bestows this Certificate of Appreciation upon Amber Roper in recognition of their 15 year contribution to the betterment of Kansas communities through loyal and dedicated service to the City of Mulvane.



A handwritten signature in black ink, appearing to read "J. Michael Wilkes".

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

City Council Meeting
November 4, 2024

TO: Mayor and Council
FR: City Staff
RE: Zoning Change for Sandy Bottoms
ACTION: Discussion

Background:

At the City Council meeting on October 7th and October 21st, several citizens were in attendance to discuss the rezoning of the property located west of the railroad tracks behind First St. This property is commonly known as Sandy Bottoms and is a recreational area for UTV's. The council heard from citizens both for and against the rezoning from RR Rural Residential to PUD for an outdoor recreation facility that may have indoor/outdoor entertainment (live music and alcohol). This property is in Sedgwick County, and the City has no jurisdiction or zoning authority for the area. Some citizens against the rezoning are asking for City Representation at the County Commission meeting on November 13th.

Analysis:

City Attorney, Kendra Stacey, advised the council that they would need to decide if they wished to provide a letter on the issue to the County Commission at the November 4, 2024, City Council meeting. Stacey also pointed out that the City would only be able to enforce violations if the property were annexed, which would need to be requested by the owner.

Legal Considerations:

As per the City Attorney

Financial Considerations:

There are no financial considerations.

Timeline for Making Decision:

The City Council can discuss if they wish to provide a letter to the County Commission either for or against the rezoning or make no recommendation.

Recommendation:

Motion to instruct the City Attorney to draft a letter to the Sedgwick County Commission (supporting / not supporting) the rezoning of property generally located one-quarter mile west of N. 2nd Ave. and one-quarter mile north of E. 119th St. South to PUD.

OR

Make no recommendation or motion.

Discussion/Vote:

City Council Meeting

Nov. 4, 2024

To: Mayor and Council

From: Sally Tatro, City Benefit Consultant, USI Insurance Services and City Staff.

RE: Employee Health Insurance Program

Action: 2025 Employee Benefit Plan/Package with Blue Cross Blue Shield

Background:

There are currently sixty-seven (67) employees with a total of approximately 172 members insured on the city's medical plan. The city currently pays 92% of the medical plan for all employees. The city contributes \$1,000 for singles and \$1,500 for employees with dependents on the medical plan, into a Health Reimbursement Account. The City budgeted for a 15% increase in health insurance premiums in 2025. The Dept. Heads comprise the health and safety committee. The committee discussed the benefit consultants research and recommendations.

Facts:

- The city renewed with Blue Cross Blue Shield effective January 1, 2024 with a 9.9% decrease for a partially self-funded plan. If the city renewed 2024 with Blue Cross Blue Shield under a fully insured contract, the increase would have been 5.1%, however the city renewed with Blue Cross Blue Shield under a partially self-funded contract and saved 9.9% compared to 2023 rates.
 - Blue Cross Blue Shield develops rates for fully insured plans differently than partially self-funded plans. Part of the rating method includes Blue Cross Blue Shield using the past 32 months of claims to develop partially self-funded rates, and only 12 months of claims to develop fully insured rates. Therefore, some years may be financially advantageous to be partially self-funded, whereas other years fully insured rates may net out lower.
 - Blue Cross Blue Shield is offering a 12.8% increase for the 2025 renewal under the partially self-funded plan, or a decrease of -8.4% under the fully insured plan. Both of Blue Cross Blue Shield's renewal options assume employee out-of-pocket benefits remain as they are in 2024 for 2025 and are below the city's budget increase of 15%.
 - In addition to Blue Cross Blue Shield, the following carriers responded to the Request for Proposal ("RFP"): Allstate, Gravie, Marpai did not provide competitive quotes; Trustmark needed additional information not available, Everlong captive and other Stop Loss and Third-Party Administrator ("TPA") carriers declined to quote.
- The only other carrier that was competitive was Unified. Unified is a level funded plan developed from Kansas' ProviDRsCare network and Oread pharmacy benefit manager. The

ProviDRsCare network is very slightly larger than Blue Cross Blue Shield and the pharmacy network nearly mirrors Prime Therapeutics. Unified has matched the rates of the current 2024 plan and provides some unique enhancements, such as \$0 out-of-pocket costs for members when using Centers of Value, including Rock Regional, Kansas Medical Center, Ridgewood Surency & Endoscopy, and Summit Surgical. We expect Unified to also be a strong competitive option for 2026.

Financial Considerations:

Medical –

Annualized Premiums

BCBS 2024 Partially Self-Funded:	\$1,462,593
<u>BCBS 2025 Fully-Insured Renewal:</u>	\$1,339,239
Increase/Decrease:	\$123,355
Percent:	-8.4%

Dental – The dental plan rates with Delta Dental are increasing by 2.75%.

Vision - The vision plan rates with Surency are not increasing and will remain flat.

The city will share the renewal costs for medical and dental with the employees on a 92/8 split for 2025. There will be no change to deductibles and other out-of-pocket costs will remain as is and minimal for the employees. The city contributes \$1,000 for singles and \$1,500 for employees with dependents on the medical plan, into a Health Reimbursement Account.

The Health and Safety Committee is also looking at additional ways to save money for City funded benefits by changing the FSA/HRA provider from Flexible Benefit Services to Surency, which provides a lower per participant monthly fee and changing the Life, AD&D, Short Term Disability from Reliance Standard to Mutual of Omaha, which provides a 10.3% rate decrease.

Legal Considerations:

As per city attorney.

Timeframe for decision:

In the past, the council wanted more time to review health insurance proposals. This council meeting and the 11/18/24 meeting are the two opportunities to review and discuss this issue.

To prepare and present 2025 benefit information to employees at enrollment meetings during the week after Thanksgiving, update enrollment, and distribute any ID cards before the start of the new plan year, it would be better to have a council decision sooner rather than later.

Recommendations:

The city’s health and safety committee along with the benefit consultant, are recommending that the city renew the employee health insurance plan with Blue Cross Blue Shield (Fully Insured) for medical coverage, Delta Dental for dental coverage, Surency for vision coverage and FSA/HRA Administration and renew Life, AD&D, and Short-Term Disability with Mutual of Omaha effective January 1, 2025.

Motion to approve the 2025 Benefit renewal with Blue Cross Blue Shield, Dental Dental, Surency, and Mutual of Omaha as recommended by the City's Health and Safety Committee and Benefit Consultant effective January 1, 2025.



City of Mulvane, Kansas
 Medical Plan
 Benefit Outline and Cost Summary
 January 1, 2025 Renewal Date

Benefit Outline	Current SF Rates	Renewal SF	Fully Insured	SF @ \$75K	
	Current	Renewal	Option 1	Option 2	Option 3
Carrier	BCBSKS	BCBSKS	BCBSKS	BCBSKS	Unified
Plan Type, Name, Network	Medical PPO	Medical PPO	Medical PPO	Medical PPO	Medical PPO
Deductible (Individual / Family)	\$500 / \$1,000	\$500 / \$1,000	\$500 / \$1,000	\$500 / \$1,000	\$500 / \$1,000
Coinsurance (In-Network)	80%	80%	80%	80%	80%
Coinsurance Max (Individual / Family)	\$1,000 / \$2,000	\$1,000 / \$2,000	\$1,000 / \$2,000	\$1,000 / \$2,000	\$1,000 / \$2,000
Out-of-Pocket Maximum (Individual / Family)	\$5,000 / \$10,000	\$5,000 / \$10,000	\$5,000 / \$10,000	\$5,000 / \$10,000	\$5,000 / \$10,000
Wellness / Preventive Care	Covered 100% per ACA	Covered 100% per ACA	Covered 100% per ACA	Covered 100% per ACA	Covered 100% per ACA
Primary Care Office Visit	\$25 copay	\$25 copay	\$25 copay	\$25 copay	\$25 copay
Specialist Office Visit	\$50 copay	\$50 copay	\$50 copay	\$50 copay	\$50 copay
Emergency Room	\$250 copay then 20% after deductible	\$250 copay then 20% after deductible	\$250 copay then 20% after deductible	\$250 copay then 20% after deductible	\$250 copay then 20% after deductible
Outpatient Lab / X-Ray	\$0 up to \$300 person, then 20 % after deductible	\$0 up to \$300 person, then 20 % after deductible	\$0 up to \$300 person, then 20 % after deductible	\$0 up to \$300 person, then 20 % after deductible	\$0 up to \$300 person, then 20 % after deductible
Complex Imaging (MRI, CAT, PET, et al.)	\$0 up to \$300 person : then 20 % after deductible	\$0 up to \$300 person : then 20 % after deductible	\$0 up to \$300 person : then 20 % after deductible	\$0 up to \$300 person : then 20 % after deductible	\$0 up to \$300 person : then 20 % after deductible
Outpatient Surgical Facility	20% after deductible	20% after deductible	20% after deductible	20% after deductible	20% after deductible
Inpatient Hospital Facility	20% after deductible	20% after deductible	20% after deductible	20% after deductible	20% after deductible
Retail Prescription Drug Copays	\$15 copay / \$50 copay / \$75 copay	\$15 copay / \$50 copay / \$75 copay	\$15 copay / \$50 copay / \$75 copay	\$15 copay / \$50 copay / \$75 copay	\$15 copay / \$50 copay / \$75 copay
Specialty Prescription Drugs	\$150 copay / 20% up to \$250	\$150 copay / 20% up to \$250	\$150 copay / 20% up to \$250	\$150 copay / 20% up to \$250	\$150 copay / 20% up to \$250

Rates & Total Cost

Employee	21	\$864.94	\$965.60	\$758.62	\$952.12	\$864.94
Employee + Spouse	7	\$1,785.19	\$2,008.35	\$1,629.26	\$1,979.35	\$1,785.19
Employee + Child(ren)	11	\$1,658.96	\$1,895.90	\$1,535.62	\$1,868.58	\$1,658.96
Employee + Family	28	\$2,606.22	\$2,938.55	\$2,406.27	\$2,895.81	\$2,606.22
Total Employees	67					
Annual Premium Total		\$1,462,593	\$1,649,644	\$1,339,239	\$1,625,844	\$1,462,593
Change from Current			\$187,051	(\$123,355)	\$163,251	\$0
Percentage Change			12.8%	-8.4%	11.2%	0.0%

Total Cost

Annual Estimated Rebates		-\$50,940	-\$115,527	-\$86,645	-\$115,527	-\$188,966
Annual Total Expected Costs		\$1,225,552	\$1,321,580	\$1,252,594	\$1,278,040	\$1,113,855
Change from Current			\$96,028	\$52,489	\$52,489	(\$111,697)
Percentage Change			7.8%	4.3%	4.3%	-9.1%
Annual Total Maximum Costs		\$1,424,755	\$1,547,738	\$1,252,594	\$1,521,973	\$1,265,602
Change from Current			\$122,983	\$97,219	\$97,219	(\$159,153)
Percentage Change			8.6%	6.8%	6.8%	-11.2%



CITY OF MULVANE

Monthly Renewal Rates
 01/01/2025 - 12/31/2025
 Account Number - 00000054544
 NAICS Code - 921110 - Executive Offices

	Enrollment	Current Rate	Renewal Rate
Benefit: CITY OF MULVANE; 100/80/50/0; \$25 Deductible; \$1500 Annual Maximum			
Subscriber	20	\$34.73	\$35.68
Subscriber-Spouse	9	\$68.77	\$70.65
Subscriber-Child	4	\$67.84	\$69.70
Subscriber-Children	7	\$67.84	\$69.70
Family	27	\$115.26	\$118.43
Total	67		
Monthly Premium		\$5,171.79	\$5,313.76
% Change			2.75



City of Mulvane, Kansas
Benefit Outline and Cost Summary
January 1, 2025 Renewal Date

Benefit Outline		Current	Renewal	Option 1
Administrator		Flex	Flex	Surency
Rate Guarantee		1 Year	1 Year	3 Years
Fees & Total Cost				
FSA Per Participant Per Month Fee	67	\$4.25	\$4.50	\$3.85
HRA Per Participant Per Month Fee	67	\$4.50	\$4.75	\$3.85
Set-Up Fee				Waived
Renewal or Annual Fee		\$150	\$175	Waived
Per Participant Annual Fee				
Minimum Monthly Fee		\$50.00	\$75.00	\$50.00
Total Monthly Administrative Cost		\$586.25	\$619.75	\$515.90
Total Annual Administrative Cost		\$7,035	\$7,612	\$6,191
Change from Current			\$577	-\$844



City of Mulvane
Cost Summary
January 1, 2024 Renewal Date

Carriers	Current Reliance Standard	Mutual of Omaha
Life / AD&D	\$1.230	\$0.890
Short Term Disability	\$0.245	\$0.220
Total Annual Cost		
Life / AD&D	\$2,331	\$2,072
Short Term Disability	\$13,892	\$12,474
Annual Total	\$16,223	\$14,546
Change from Current		(\$1,677)
Percentage Change		-10.3%

Notes

1. Voluntary lines are omitted from total annual cost as these coverages are fully



City of Mulvane
 Life / AD&D Plan
 Benefit Outline and Cost Summary
 January 1, 2024 Renewal Date

Benefit Outline	Current	Option 3
Carrier	Reliance Standard	Mutual of Omaha
Contributory / Non-Contributory	Non-Contributory	Non-Contributory
Eligibility	FTE Working ≥ 30 HPW	FTE Working ≥ 30 HPW
Benefit Amount	\$10,000	\$10,000
Benefit Maximum	\$10,000	\$10,000
Guarantee Issue	Full Benefit Amount	Full Benefit Amount
Benefit Reductions	Reduces To: 65% at Age 65; 40% at Age 70; 20% at Age 75	Reduces To: 65% at Age 65; 50% at Age 70
Waiver of Premium	9 Mo. Elimination Period	9 Mo. Elimination Period
Benefits Extend To	Age 70	Age 65
If Disabled Prior To	Age 60	Age 60
Accelerated Benefits	Included	Included
Portability	Not Included	Not Included
Conversion	Included	Included
Spouse Benefit	\$2,000	\$2,000
Child Benefit	\$2,000	14 Days to 6 Mo: Flat \$1,000; 6 Mo+ : Flat \$2,000
Rate Guarantee	To 1/1/2024	2 Years to 1/1/2026
Volumes, Rates & Total Cost		
Number of Employees	75	75
Benefit Volume	\$719,500	\$719,500
Number of Family Units	46	46
Life Rate Per \$1,000	\$0.230	\$0.210
AD&D Rate Per \$1,000	\$0.040	\$0.030
Rate Per Family Unit	\$0.960	\$0.650
Annual Total	\$2,331	\$2,072
Change From Current		(\$259)
Percentage Change		-11.1%



**City of Mulvane
Short Term Disability Plan
Benefit Outline and Cost Summary
January 1, 2024 Renewal Date**

Benefit Outline	Current	Option 3
Carrier	Reliance Standard	Mutual of Omaha
Contributory / Non-Contributory	Non-Contributory	Non-Contributory
Eligibility	FTE Working ≥ 30 HPW	FTE Working ≥ 30 HPW
Elimination Period		
Accident	30 Days	30 Days
Sickness	30 Days	30 Days
Benefit Percentage	66.67%	66.67%
Maximum Weekly Benefit	\$750	\$750
Definition of Disability	Duties AND Earnings	Duties AND Earnings
Benefit Duration (after EP)	22 weeks	22 weeks
Pre-Existing Conditions Exclusion	Not Included	Not Included
Zero-Day Residual	Included	Included
FICA Match	Included	Included
Rate Guarantee	To 1/1/2024	2 Years to 1/1/2026
Volumes, Rates & Total Cost		
Number of Employees	75	75
Volume: Covered Benefit	\$47,250	\$47,250
STD Rate Per \$10	\$0.245	\$0.220
Annual Total	\$13,892	\$12,474
Change From Current		(\$1,418)
Percentage Change		-10.2%



PO Box 789773, Wichita, KS 67278-9773
(866) 818-8805

September 26, 2024

DEBRA PARKER
CITY OF MULVANE
211 N 2ND STREET
MULVANE KS 67110

RE: Surency Renewal of Group Vision
Group #22996-1

Dear Debra Parker:

We consider it both a pleasure and a great opportunity to serve you and your employees with the Surency Vision product under the Surency Life & Health umbrella. Your contract with Surency will renew on **January 1, 2025**.

Effective with your **January 1, 2025** Surency vision renewal, your rates will be as follows:

	<u>Current Rates:</u>	<u>New Rates:</u>
Employee:	\$8.78	\$8.78
Employee + Spouse:	\$18.41	\$18.41
Employee + Child(ren):	\$15.79	\$15.79
Family:	\$30.69	\$30.69

**NOTE: 2nd year of 3-year agreement. Rates are guaranteed for plan years:
2025 – No Increase
2026 – No Increase**

A policy endorsement is enclosed to indicate your acceptance of this renewal. Please sign and return the endorsement via fax to 316.462.3329, or email to marketing@surency.com. **This endorsement must be returned by December 1, 2024 to ensure timely submission of your group’s renewal.** Please attach a signed copy of the endorsement to your current contract. **If the signed endorsement is not returned prior to your renewal date shown above, your group will be re-enrolled in the current plan being administered with the new rates noted above.**

If you have any questions regarding your renewal, please feel free to contact your agent (if applicable) or your Small Group Account Executive below.

Rachel Steiner, Small Group Account Executive
316.462.3357; rsteiner@surency.com

Enclosure

cc: USI INSURANCE SERVICES LLC



surency.com

Surency is a registered trademark of Surency Life & Health Insurance Company.



City of Mulvane
 Voluntary Accident
 Benefit Outline and Cost Summary
 January 1, 2024 Renewal Date

Benefit Outline	Current	Option 1
Carrier	Aflac	Mutual of Omaha
Coverage Type	On & Off Job	On & Off Job
Hospital:		
Admission / Confinement (per day)	\$1,000 / \$200/day up to 365 days	\$1,500 / \$300/day up to 365 days
ICU Admission / Confinement (per day)	\$1,000 / \$400/day up to 30 days	\$1,500 / \$600/day up to 15 days
Rehabilitation (per day)	N/A	\$150/day up to 30 days
Emergency Care:		
Emergency Room / Urgent Care	\$125 / \$125	\$200 / \$125
Physical Therapy (\$ / # of days)	\$25/visit up to 6 visits	\$25/visit up to 6 visits
X-Ray / Major Diagnostic (MRI, etc.)	\$125	\$75 / \$300
Ambulance (Air / Ground)	\$500 / \$100	\$1,500 / \$300
Dislocations	Up to \$3,600	Up to \$9,000
Fractures	Up to \$4,500	Up to \$6,000
Accidental Death / Common Carrier		
Employee	\$50,000 / \$100,000	\$50,000 / \$150,000
Spouse	\$10,000 / \$50,000	\$10,000 / \$30,000
Dependent Child(ren)	\$5,000 / \$15,000	\$5,000 / \$15,000
Accidental Loss:		
Dismemberment	Up to \$25,000	Up to \$50,000
Burns	Up to \$10,000	Up to \$15,000
Skin Grafts	Not Covered	Up to \$3,750
Coma / Concussion	\$10,000 / \$200	\$25,000 / \$200
Dental Work	Up to \$150	Up to \$300
Eye Injury	Up to \$250	Up to \$400
Child Organized Sports Benefit	Not Included	Not Included
Wellness Benefit	\$60	\$50
Portability	Included	Included
Participation Requirement	Current Participation	5 Ees or 5%
Rate Guarantee	To 1/1/2024	2 Years to 1/1/2026
Rates		
Employee	7 \$16.20	\$12.47
Employee + Spouse	3 \$23.16	\$17.74
Employee + Child(ren)	0 \$23.16 30.90	\$27.44
Employee + Family	11 \$37.86	\$36.26
Annual Total	\$7,192	\$6,472
Change From Current		-\$720
Percentage Change		-10.0%



**City of Mulvane
Voluntary Critical Illness
Benefit Outline
January 1, 2024 Renewal Date**

Benefit Outline	Current	Option 1
Carrier	Aflac	Mutual of Omaha
Benefit Amounts:		
Employee		\$15,000
Spouse		100% of Ee Amt to \$15,000
Children		25% of Ee Amt to \$5,000
Guarantee Issue:		
Employee		\$15,000
Spouse		\$15,000
Children		\$4,000
Covered Conditions:		
Cancer	100%	100%
Skin Cancer	25%	25%
Coma	0%	0%
Heart Attack	100%	100%
Stroke	100%	100%
Paralysis	0%	0%
Complete Loss of Sight/Speech/Hearing	0%	0%
Coronary Artery Bypass Surgery	25%	25%
Alzheimer's Disease	0%	100%
Parkinson's Disease	0%	100%
Re-Occurrence Benefit	Included	Included
Wellness Benefit	\$50	\$75
Benefit Reduction	Not Included	Reduced to 50% at Age 70
Pre-Existing Limitation	12 / 12	Not Included
Portability	Included	Included
Issue Age or Attained Age Rates	Attained Age	Attained Age
Participation Requirement	Current Participation	5 Ees or 5%
Rate Guarantee	To 1/1/2024	2 Years to 1/1/2026

Notes

1. Rates are age-rated and based off selected coverage amount. Please see proposals for rate information.



A guide to *empac* services. City of Mulvane

When you or a household member need trusted, professional help, **empac** is just a phone call away. For more than 40 years, **empac** has helped employees thrive in their personal and professional lives by providing caring and compassionate support.



Free, confidential, empac services include 12 phone, video, or in-person sessions for personal and professional needs such as:

- Stress, depression, anxiety
- Family and parenting concerns
- Marital and relationship challenges
- Workplace conflicts
- Alcohol or drug dependency
- Grief and loss

WorkLife Services

- Financial consultation and resources for debt management and consolidation, identity theft, budgeting, and credit report information.
- Legal consultation with an attorney for issues relating to family law, estate planning, traffic citations, landlord conflicts, and many others. Discounted legal fees.
- Dependent care resources and referrals.
- Elder care resources and referrals.
- Self-help resources on a variety of topics via a member only website.
- Monthly newsletters for employees and supervisors.

316.265.9922
empac-eap.com
200 W. Douglas, Suite 250
Wichita, KS 67202

Get started. Make your free appointment.
☎ 316.265.9922 | ☎ 800.234.0630 | txt 316.710.7374 | empac-eap.com

Q3 UTILIZATION REPORT

City of Mulvane

January 01, 2024 - September 30, 2024 on New and Open Files

UTILIZATION BY THE NUMBERS

EAP Summary	Count	%	Serviced	%	Activities	%	Hours
EAP Files	1	100.0%	1	100.0%	5	100.0%	5
Organizational Service/CISD	0	00.0%	0	00.0%	0	00.0%	0
Supervisor Referral	0	00.0%	0	00.0%	0	00.0%	0
SAP Files	0	00.0%	0	00.0%	0	00.0%	0
Total	1	100%	1	100%	5	100%	5

Count	Serviced	Activities	Hours
Includes the total number of files, organizational services, information calls etc. that have an open/service date that falls between (and includes) the reporting period date range.	The total number of service users (attendees) within files or organizational services that have an open/service date that falls between (and includes) the reporting period date range.	The total activities (contacts) from files, organizational services, information calls etc. that have an activity date that falls between (and includes) the reporting period date range.	The total duration from all activities that have an activity date that falls between (and includes) the reporting period date range.

EAP Utilization Rates Based on a weighted population of: **73**

Period Rate (Utilization Rate)	Projected Annual Rate (Annualized Utilization Rate)
The total number of Files, Serviced, or Activities divided by the weighted employee population for the reporting period.	This is the "projected" yearly File, Serviced, or Activities utilization rate.
Period Rate (Count):	1.37%
Projected Annual Rate (Count):	1.82%

New/Ongoing Files Summary	
Total New Files	1

City Council Meeting
November 4, 2024

TO: Mayor and Council
FR: City Staff
RE: KDHE Illegal Dump Program
ACTION: Discussion

Background:

The KDHE Illegal Dump Program is established by state statute and can only operate within a city or its extra-territorial area at the request of the local governing body. KDHE cannot mandate the city to participate. This program cleans up solid waste (waste tires are considered a solid waste) across the state. It cannot tear down buildings or other structures.

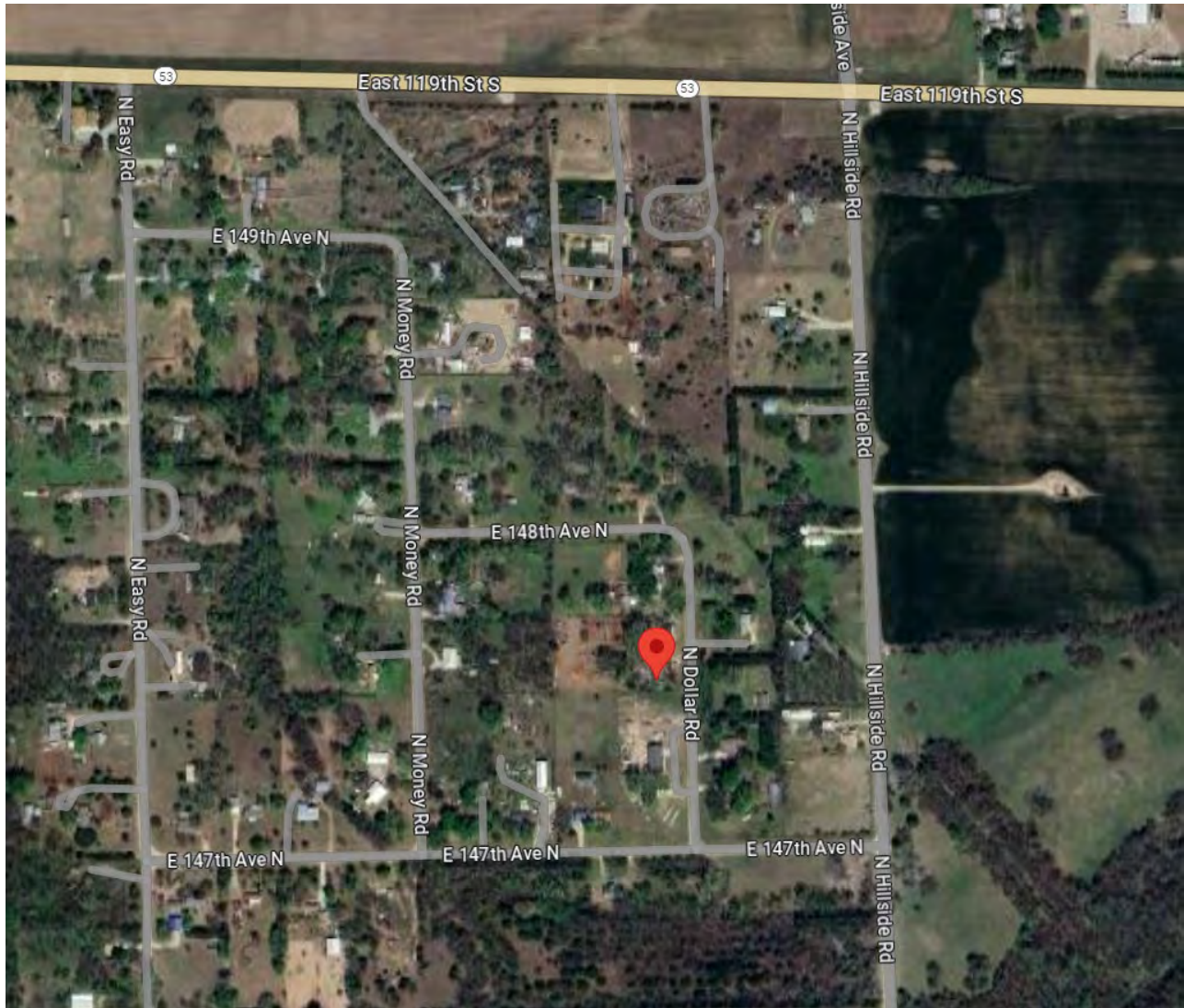
By state statute, KDHE can expend up to \$10,000 per site. A larger property can be split into two sites if needed due to the amount of solid waste present. The total costs of the cleanup are split 75% to KDHE and 25% to the local governing entity. The local 25% match is normally met by utilizing equipment, manpower, landfill space, etc. KDHE utilizes FEMA rates for equipment and manpower during the cleanup. For example, if a worker earns \$20 per hour, the FEMA cost reported to KDHE would be \$30 per hour. Any paid time incurred by city staff including administration, attorney, etc. are included in the match percentage.

KDHE is responsible for all interactions with the property owner. In some cases, law enforcement assistance may be needed which would also count towards the 25% match. KDHE prepares the necessary paperwork to gain legal access to the property either via consent or Administrative Order. If the property owner contests the Administrative Order, the hearing is held in Topeka and KDHE staff attorneys provide the representation. The city would not be responsible for any legal representation or attendance at the hearing.

KDHE prepares all of the contract documents for the city to sign in order to expend funds on the site. A resolution will need to be passed by the local governing body and KDHE has numerous examples to provide.

Analysis:

The property located at 1481 N. Dollar Road has a large accumulation of waste tires, the property is in the Paradise Valley Addition and is not within the city limits, but is in the extra-territorial jurisdiction (ETJ) of the city. The city has no nuisance code enforcement authority in the ETJ, however if the property owner is willing to work with the city and KDHE, the program could help to remove a public nuisance. KDHE wishes to partner with the city to remove the tires. The first step for KDHE involvement would be to complete the Illegal Dump Program Request Form. KDHE will reimburse the expenses via the Illegal Dump Program.



Legal Considerations:

As per the City Attorney

Financial Considerations:

The City of Mulvane would be required to pay the tire recycler with KDHE reimbursing those costs. The total costs of the cleanup are split 75% to KDHE and 25% to the local governing entity. The local 25% match is normally met by utilizing equipment, manpower, landfill space, etc. KDHE utilizes FEMA rates for equipment and manpower during the cleanup. **The Council can discuss providing resources and funds for a project outside the City limits.**

Possible Motions:

Motion to participate in the KDHE Illegal Dump Program for the property located at 1481 N. Dollar Road subject to contract review by the City Attorney.

OR

The council takes no action and does not participate in the program.

November 4, 2024
City Council Meeting

TO: Mayor & City Council
FR: City Administrator
RE: Augusta Water Prepay Agreement
ACTION: Approve Water Prepay Agreement with city of Augusta.

Background:

In September, the waterline owned by the city of Augusta, which supplies the city of Mulvane water, ruptured under a river. The city of Augusta searched for contractors to fix the section of pipe and received a bid from Nowak Construction for \$213,190. After getting the bid, I received a call from Josh Shaw, City Manager of Augusta, requesting monetary assistance from the city of Mulvane to help with Augusta’s cash flow. The request was for \$100,000 that Augusta would reimburse through their bills to Mulvane for water supplied. After this request and some discussion, the city attorney created an agreement designed to assist the city of Augusta with their cash flow issues.

Analysis:

The agreement includes prepayment of supplied water for \$100,000, and one year of “discounts” to Mulvane’s water bill from Augusta with an interest rate of 2.99%. The interest would amount to \$1,634.84 if the agreement is followed to the letter. While it is not ideal for the city of Mulvane to prepay for water, in this case it might be beneficial to help a fellow municipality and our water supplier in their time of need.

Fiscal Impact:

The cost of this agreement is \$100,000 for prepayment of water, which would be recuperated, with interest, over a year through discounts on water supplied through the existing water supply agreement between the city of Mulvane and the city of Augusta.

Legal Considerations:

As per the city attorney.

Recommendations:

Approve the Water Prepay agreement with the city of Augusta.

MOTION

I make a motion to approve the Water Prepay agreement with the city of Augusta. with the mayor to sign.

W A T E R P R E P A Y A G R E E M E N T

BY AND BETWEEN

CITY OF AUGUSTA, KANSAS

AND

CITY OF MULVANE, KANSAS

DATED AS OF NOVEMBER 15, 2024

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WATER PREPAY AGREEMENT

PREAMBLE

This Water PrePay Agreement (this “Agreement”), dated as of November 15, 2024 (the “Effective Date”), is made and entered into by and between City of Mulvane, Kansas, a municipal corporation and city of the second class created under the laws of the State of Kansas (“Mulvane”), and City of Augusta, Kansas, a municipal corporation and city of the first class created under the laws of the State of Kansas (“Augusta”). Mulvane and Augusta are sometimes hereinafter referred to in this Agreement collectively as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS, Augusta has been a wholesale supplier of treated water to Mulvane since January 1991 under a certain agreement entered into on July 16, 1990 (the “Water Contract”), all pursuant to the provisions of K.S.A. 12-825j(a), as amended (the “Act”); and

WHEREAS, Augusta provides Mulvane treated water through a water transmission pipeline from Augusta (generally adjacent to the railroad) to Mulvane (the “Pipeline”); and

WHEREAS, recently, said Pipeline ruptured and/or is in need of repair; and

WHEREAS, Mulvane wishes to assist with the immediate repair costs of Augusta’s Pipeline by prepaying for the purchase of a portion of its water; and

WHEREAS, subject to the terms and conditions set forth in this Agreement, Mulvane desires to prepurchase a portion of its water supply requirements from Augusta under the Water Contract pursuant to this Agreement and Augusta desires to sell to Mulvane such supplies of Water in advance of its delivery.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Augusta and Mulvane agree as follows.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

1.1. Construction of the Agreement. The Preamble and the Recitals set forth above are incorporated into this Agreement for all purposes. References to Articles, Sections, and Exhibits throughout this Agreement are references to the corresponding Articles, Sections, and Exhibits of this Agreement unless otherwise specified. All Exhibits are incorporated into this Agreement for all purposes. References to the singular are intended to include the plural and vice versa. The word “including”, and related forms thereof are intended to be interpreted inclusively, whether or not the phrase “but not limited to” follows such word or words. The words “will” and “shall” indicate mandatory requirements of the Parties except in the Recitals.

1.2. Definitions. Unless another definition is expressly stated in this Agreement, the following terms and abbreviations, when used in this Agreement, are intended to and shall mean as follows:

- (a) “Act” is defined in the Recitals.
- (b) “Agreement” is defined in the Preamble.
- (c) “Augusta” is defined in the Preamble.
- (d) “Contract Price” means the price per thousand gallons established from time to time for water purchased by Mulvane under the Water Contract and described in Section 4.1.
- (e) “Delivery Month” shall mean each month of the Delivery Period.
- (f) “Delivery Period” shall have the meaning described in Section 2.1.

(g) “Delivery Point” is the existing point of delivery as described in the Water Contract and described in Section 3.1.

(h) “Government Agency” means the United States of America, any state or commonwealth thereof, any local jurisdiction, any political subdivision of any of the foregoing, and any other division of government of any of the foregoing, including but not limited to courts, administrative bodies, departments, commissions, boards, bureaus, agencies, municipalities, or instrumentalities.

(i) “Monthly Discount” means for each month of the Discount Period the amount necessary to amortize the Prepaid Amount over the Delivery Period at 2.99% per annum, as set forth in Exhibit A, subject to revision for the non-delivery of Water.

(j) “Mulvane” is defined in the Preamble.

(k) “Person” means any individual, public or private corporation, partnership, limited liability company, state, county, district, authority, municipality, political subdivision, instrumentality, partnership, association, firm, trust, estate, or any other entity or organization whatsoever.

(l) “Prepaid Amount” shall mean One Hundred Thousand Dollars (\$100,000).

(m) “Water Contract” is defined in the Preamble.

ARTICLE II

SERVICE OBLIGATIONS

2.1. Water Supply Service. Delivery of water purchased in advance under this Agreement shall commence beginning on the Effective Date, through and until January 1, 2026, or until such time as all the water purchased hereunder shall have been delivered and all Monthly Discounts owed to Mulvane for the Prepaid Amount have been satisfied (the “Delivery Period”).

2.2. Nature of the Prepaid Purchase. Mulvane shall deposit the Prepaid Amount with Augusta on the Effective Date. Augusta acknowledges and agrees that it will meet its obligations to provide water supply service to Mulvane under the Water Contract and apply the Monthly Discount to all amounts otherwise ordinarily owed under the Water Contract. Notwithstanding the ordinary payment terms of the Water Contract, Augusta shall charge Mulvane only for water actually delivered during the Delivery Period and shall apply the Monthly Discount during the Delivery Period. In the event the cost of water under the Water Contract is actually less than the Monthly Discount, such difference between the delivered price and the Monthly Discount shall be carried forward to the end of the Delivery Period and applied as a Monthly Discount beyond the original end of such Delivery Period (at an interest rate of 2.99% per annum), with the Delivery Period being extended accordingly.

ARTICLE III

RECEIPT AND DELIVERY POINTS

3.1. Delivery Point. All water delivered under this Agreement shall be delivered and received at the point of delivery specified in the Water Contract (the “Delivery Point”).

3.2. Transfer of Title. Mulvane shall take title to all water delivered to it by Augusta at the Delivery Point and shall own such water and shall assume all risk of loss following its transfer at the Delivery Point.

ARTICLE IV

PRICING OF WATER UNCHANGED

4.1. Charge Per Thousand Gallons Delivered. For each thousand gallons of water delivered by Augusta to Mulvane at the Delivery Point, Mulvane shall pay the amounts established from time to time under the Water Contract for such water, less the Monthly Discount. Notwithstanding the terms of the Water Contract, Mulvane shall not be charged for any water that

is not tendered for delivery by Augusta during any Calendar Year which encompasses any portion of the Delivery Period.

ARTICLE V

TERM

5.1. Term. This Agreement shall be effective as of the Effective Date and shall be implemented as appropriate to effectuate purchases and sales of water under this Agreement for deliveries commencing on the first day of the Delivery Period. Unless earlier terminated in accordance with Section 5.2, this Agreement thereafter shall remain in full force and effect for the term of the Delivery Period, subject to extension as described in Section 2.1.

5.2. Early Termination Before End of Term. Notwithstanding Section 5.1, the Parties acknowledge and agree that in the event this Agreement terminates prior to the end of the term of this Agreement for any reason, or if Augusta provides Mulvane fifteen (15) days' advance notice that Augusta intends to terminate this Agreement for any reason, this Agreement shall terminate on the date of early termination specified by delivery to Mulvane by Augusta of a cash amount equal to the remaining and unapplied Monthly Discount, as set forth on Exhibit A. The termination of this Agreement under any of these circumstances shall not affect the term or obligations under the Water Contract. For the avoidance of doubt, this Agreement shall not be terminated for any reason that does not result in Mulvane receiving any unapplied or unrealized balance of the Monthly Discounts.

ARTICLE VI

RESPONSIBILITY FOR TRANSPORTATION

Augusta shall continue to make all arrangements for transportation services required to effect the delivery of water to the Delivery Point during the term of the Water Contract. Nothing herein shall require Mulvane shall take any actions or be responsible for making any arrangements

or incur any cost required to effect the transportation of water to the Delivery Point. Augusta shall bear all costs and expenses of transportation prior to the delivery of the water to the Delivery Point. Mulvane shall bear costs of transportation from the Delivery Point.

ARTICLE VII

DELIVERY REQUIREMENTS

7.1. Specifications. All water delivered under this Agreement shall be treated and potable and shall, upon delivery, conform to the quality specifications set by Governmental Agencies for municipal drinking water.

7.2. Pressure. All water sold by Augusta under this Agreement shall be delivered to Mulvane at the pressure necessary to provide a continuous supply of water from time to time necessary to meet Mulvane's necessary supply at the Delivery Point in accordance with the Water Contract.

7.3. Measurement. Water sold under this Agreement shall continue to be measured through measurement facilities at the Delivery Point in accordance with the provisions of the Water Contract.

ARTICLE VIII

TITLE AND RISK OF LOSS

Augusta warrants the title to all water sold to Mulvane under this Agreement. Transfer of custody and title to water sold under this Agreement shall pass to and vest in Mulvane at the Delivery Point. As between the Parties, Augusta shall continue to be deemed to be in exclusive control and possession of water delivered under this Agreement prior to the time of delivery to the Delivery Point, and Mulvane shall be deemed to be in exclusive control and possession of Water delivered under this Agreement from the Delivery Point.

ARTICLE IX

BILLING AND PAYMENT

9.1. Timing. Augusta shall continue to provide a Monthly billing statement to Mulvane of the amount due for water tendered for delivery under this Agreement, less the Monthly Discount, but otherwise in accordance with the Water Contract. Such billing statement shall be provided to Mulvane and payment shall continue to be made in accordance with the terms of the Water Contract.

ARTICLE X

LAWS AND REGULATIONS

This Agreement is subject to all valid laws, orders, rules, regulations, or other governmental actions of any duly constituted federal, state, or local governmental authority, to the extent such laws, orders, rules, and regulations are applicable and effective from time to time; provided, however, that no such action by Mulvane's or Augusta's governing body may affect that Parties' obligations and rights under this Agreement. In the event this Agreement or the obligations hereunder shall be deemed unenforceable for any reason, Augusta shall immediately refund the balance of any Prepaid Amount (represented by the unrealized Monthly Discounts) to Mulvane, and the parties shall resume their ordinary and regular obligations under the Water Contract.

ARTICLE XI

COMMUNICATIONS PROTOCOL

Augusta and Mulvane shall comply with the communications protocol and notice provisions set forth and established under the Water Contract.

ARTICLE XII

WAIVERS

No waiver by either Augusta or Mulvane of any default of the other under this Agreement shall operate as a waiver of any future default, whether of like or different character or nature, and shall not operate to change the other obligations of the Water Contract under any circumstances.

ARTICLE XIII

CHOICE OF LAW

This Agreement is entered into by Augusta and Mulvane pursuant to the authority contained in the Act. This Agreement shall be interpreted and construed in accordance with the Act and other applicable laws of the State of Kansas.

ARTICLE XIV

MODIFICATIONS

No modifications of the terms and provisions of this Agreement shall be or become effective except pursuant to and upon the due and mutual execution of a supplemental written amendment by the Parties.

ARTICLE XV

COMPUTATIONS

Except as provided herein, all computations related to interest and discounts performed under this Agreement shall be performed on the basis of a 360-day year comprised of twelve 30-day months.

ARTICLE XVI

REPRESENTATIONS AND WARRANTIES

16.1. Representations and Warranties of Augusta. Augusta hereby makes the following representations and warranties to Mulvane:

(a) Augusta is a municipal corporation, duly organized and validly existing under the laws of the State of Kansas and has the power and authority to own its utility properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under this Agreement.

(b) The execution, delivery, and performance by Augusta of this Agreement have been duly authorized by all necessary action of its governing body and do not and will not require, subsequent to the execution of this Agreement by Augusta, any consent or approval of its governing body or any officers of Augusta.

(c) This Agreement is the legal, valid, and binding obligation of Augusta, enforceable in accordance with its terms.

(d) As of the date of this Agreement, there is no pending or, to Augusta's knowledge, threatened action or proceeding affecting Augusta which purports to affect the legality, validity, or enforceability of this Agreement.

16.2. Representations and Warranties of Mulvane. Mulvane hereby makes the following representations and warranties to Augusta:

(a) Mulvane is a municipal corporation, duly organized and validly existing under the laws of the State of Kansas and has the power and authority to own its utility properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under this Agreement.

(b) The execution, delivery, and performance by Mulvane of this Agreement have been duly authorized by all necessary action of its governing body and do not and will not require, subsequent to the execution of this Agreement by Mulvane, any consent or approval of its governing body or any officers of Mulvane.

(c) This Agreement is the legal, valid, and binding obligation of Mulvane, enforceable in accordance with its terms.

As of the date of this Agreement, there is no pending or, to Mulvane's knowledge, threatened action or proceeding affecting Mulvane which purports to affect the legality, validity, or enforceability of this Agreement.

ARTICLE XVII

INTERPRETATION

17.1. Entirety of Agreement. This Agreement constitutes the entire agreement between Augusta and Mulvane with respect to the prepayment for water under the Water Contract and supersedes any and all prior negotiations, understandings, or agreements, whether oral or in writing, other than as expressly set forth in the Water Contract.

17.2. Headings. The headings used throughout this Agreement are inserted for reference purposes only and shall not be construed or considered in interpreting the terms and provisions of any Section or Article or the Agreement as a whole.

17.3. Severability. If any Article, Section, term, or provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said Article, Section, term, or provision; provided, however, that if such severability materially changes the economic benefits of this Agreement to either Party, the Parties agree to termination of this Agreement with Augusta promptly returning any remaining balance of any Monthly Discount promptly to Mulvane.

17.4. No Amendment. Except as otherwise provided herein, no provision of this Agreement is intended to amend or alter the terms of the Water Contract and, except as provided herein, all terms and conditions of the Water Contract remain in full force and effect.

ARTICLE XVIII

COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and each of which shall be deemed to be an original instrument as against a Party that has signed it.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written.

CITY OF MULVANE, KANSAS

[seal]

By _____

Attested By _____

Name (Printed) Brent Allen

Name (Printed) Debra A. Parker

Title Mayor

Title City Clerk

CITY OF AUGUSTA, KANSAS

[seal]

By _____

Attested By _____

Name (Printed) Mike Rawlings

Name (Printed) Erica Jones

Title Mayor

Title City Clerk

EXHIBIT A

**MONTHLY DISCOUNTS FOR PREPAYMENT
(assuming November 15, 2024 effective date)**

Interest Rate: 2.99%

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Monthly Discount</u>
2024/12/01	\$7,685.17	\$132.89	\$7,818.06
2025/01/01	\$7,588.04	\$230.02	\$7,818.06
2025/02/01	\$7,606.95	\$211.11	\$7,818.06
2025/03/01	\$7,625.91	\$192.16	\$7,818.07
2025/04/01	\$7,644.91	\$173.16	\$7,818.07
2025/05/01	\$7,663.96	\$154.11	\$7,818.07
2025/06/01	\$7,683.05	\$135.01	\$7,818.06
2025/07/01	\$7,702.20	\$115.87	\$7,818.07
2025/08/01	\$7,721.39	\$ 96.68	\$7,818.07
2025/09/01	\$7,740.63	\$ 77.44	\$7,818.07
2025/10/01	\$7,759.91	\$ 58.15	\$7,818.06
2025/11/01	\$7,779.25	\$ 38.81	\$7,818.06
2025/12/01	\$7,798.63	\$ 19.43	\$7,818.06
TOTAL	\$100,000.00	\$1,634.84	\$101,634.84

**CITY COUNCIL MEETING
November 4, 2024**

TO: Mayor and City Council
FROM: Bond Counsel (J. T. Klaus, Triplett Woolf Garretson, LLC)
SUBJECT: Amended Petitions for Emerald Valley Second Water Line Improvements, and Emerald Valley Second Sewer Improvements; Resolution amending the advisability resolution for Emerald Valley Second Water Line Improvements, and Emerald Valley Second Sewer Improvements; and an amending Ordinance authorizing construction of the improvements which include Emerald Valley Second Water Line Improvements, and Emerald Valley Second Sewer Improvements

AGENDA: Action

Background:

The City of Mulvane, Kansas (the “City”) has received two amended petitions for the (1) water and (2) sanitary sewer improvements to serve the Emerald Valley Estates 2nd Addition (the “Subdivision”). The amended petitions are necessary to properly reflect increases (sanitary sewer) and decrease (water improvements) in anticipated costs since the original petitions were prepared. The amended petitions request the improvements be made by the City and the costs “specially assessed” against the landowners in the Subdivision benefitted.

Triplett Woolf Garretson, LLC (“Bond Counsel”) has prepared a resolution amending Resolution No. 2024-4 which determined the advisability of the improvements and an amending ordinance amending Ordinance No. 1582 which authorized the construction of the improvements for the City’s consideration to reflect the increased amount.

Suburban Land Development, LLC must submit a supplemental letter of credit in the amount of \$17,245, which supports the net increase in the amount of its petitions and names the City as beneficiary, before any construction contracts are approved. It must also present an amended Developer’s Agreement to reflect the change in costs for the water and sanitary sewer improvements.

The City Attorney will be present at the meeting to answer any questions.

Financial Considerations:

The benefitted properties in the petitioned benefit district will be responsible for 100% of the costs associated with the water and sanitary sewer improvements. A summary of the changes in the amounts of the petitions are reflected below.

WATER AND SANITARY SEWER

	<u>Previous</u>	<u>New</u>	<u>Difference</u>
Water petition:	\$405,313	\$364,624	\$40,689 Decrease
Sanitary sewer petition:	\$453,976	\$541,905	\$87,929 Increase

The net increase in the costs of the water and sanitary sewer improvements require a supplemental LOC in the amount of \$17,245, calculated as follows:

Water: Developer’s Share is 95% of 40,689 = \$38,656
Sanitary Sewer Developer’s Share is 100% of 87,929 = 87,929

Net increase Developer's Share

Water

\$38,656

Sanitary Sewer

87,929

49,273

35% of net Increase of \$49,273 = \$17,245

General obligation bonds will ultimately be issued to pay the costs and special assessments will be levied against the benefitted properties following completion and acceptance of the Emerald Valley Second Water Line Improvements, Emerald Valley Second Water Transmission Line Improvements, Emerald Valley Second Sewer Improvements, Emerald Valley Second Street Improvements, Emerald Valley Second Storm Sewer Improvements, and Emerald Valley Second Mass Grading & Pond Improvements. 5% of the Emerald Valley Second Water Line Improvements and 22% of the Emerald Valley Second Water Transmission Line Improvements to the City-at-Large is anticipated due to the City's request to increase the size of the water pipes from 8" to 12". In the event the landowner(s) of the Subdivision fail to pay all or any portion of the special assessments, the City can draw on the letter of credit to complete the project or help make payments on the Bonds. Special assessments constitute a "tax lien" on real property that must be discharged or paid before the landowner can realize upon any equity in the facility.

Legal Considerations:

The City Council must formally accept the amended petitions requesting the changes in estimated costs for the water and sanitary sewer improvements in the Subdivision and adopt the amending resolution and amending ordinance in order to special assess the costs of the improvements to the Addition.

The City Council has the legal authority to take all of these steps.

Recommendation:

The City Council is encouraged to accept the amended petition, adopt the amending resolution and amending ordinance authorizing the improvements in the Subdivision as prepared by Bond Counsel, and formally accept the letter of credit.

Action:

Four Separate Motions

1. I move to accept the two amended petitions for the Emerald Valley Second Water Line Improvements and Emerald Valley Second Sewer Improvements.
2. I move to approve the amended Developer's Agreement and authorize the Mayor to sign.
3. I move to adopt Resolution No. 2024-12, amending Resolution No. 2024-4 regarding the advisability of Emerald Valley Second Water Line Improvements and Emerald Valley Second Sewer Improvements.
4. I move to adopt Ordinance No. 1593, amending Ordinance No. 1582 regarding the construction of the Emerald Valley Second Water Line Improvements and Emerald Valley Second Sewer Improvements.

WATER LINE IMPROVEMENTS
EMERALD VALLEY ESTATES 2ND ADDITION
MULVANE, SEDGWICK COUNTY, KANSAS

AMENDED PETITION

To the Governing Body of
Mulvane, Kansas

1. We, the undersigned owners of record of 100 percent of the real property described as follows:

Emerald Valley Estates 2nd Addition, Mulvane, Sedgwick County, Kansas
Block 1, Lots 1 through 13, inclusive,
Block 2, Lots 1 through 6, inclusive,
Block 3, Lots 1 through 17, inclusive,

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 *et seq.*, as follows:

- (a) That there be constructed certain water line improvements to serve the area described above (the "Benefit District"), including specifically all excavation and construction of water line extensions and necessary appurtenances such as pipe, valves, fire hydrant, and related appurtenances (the "Project"). All construction shall be done in accordance with the City of Mulvane standard construction specifications.
- (b) That the estimated and probable cost of the Project is Three Hundred Sixty-Four Thousand Six Hundred Twenty-Four Dollars (\$364,624), with 95 percent payable by the Benefit District and 5 percent payable by the City at large. Said estimated cost as above set forth is hereby increased at the rate of 1 percent per month from and after the date of approval of the original resolution for this Project.
- (c) That the Benefit District be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the Project.

If the Project is abandoned, altered and/or constructed privately in part or whole, such that it precludes building said Project under the authority of this petition, any costs that the City incurs shall be assessed to the Benefit District, in accordance with the terms of the petition. In addition, if the Project is abandoned at any state during the design, and/or construction of the Project or if it is necessary for the City to redesign, repair or reconstruct the Project after its initial design, and/or construction because the design and/or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Project shall be assessed to the Benefit District in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the Project for which the Benefit District shall be liable is that all lots shall be on an equal share per lot basis.

In the event all or part of the lots or tracts in the Benefit District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where ownership of a single lot or parcel is or may be divided into two or more parcels (or parcels are replatted such that the method of assessment set forth herein cannot be utilized), the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the Project hereby petitioned be authorized and ordered without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100 percent of the properties proposed to be included in the Benefit District, we acknowledge that the proposed Benefit District does not include all properties which may be deemed to benefit from the proposed Project.

4. That names may not be withdrawn from this petition by the signers of this petition after the governing body of the City of Mulvane commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

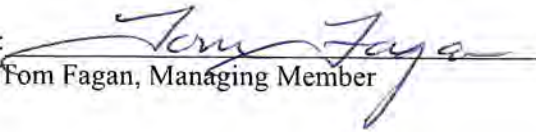
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by the owners of record (whether resident or not) of all of the area liable for assessment under the proposal. The governing body of the City of Mulvane is requested to proceed in the manner provided by statute to the end that the Project may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

SIGNATURE

DATE AND TIME

SUBURBAN LAND DEVELOPMENT, LLC
a Kansas limited liability company

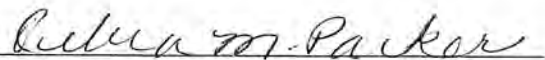
By: 
Tom Fagan, Managing Member

10.30.2024
4:30pm

PROPERTY OWNED WITHIN
PROPOSED IMPROVEMENT DISTRICT

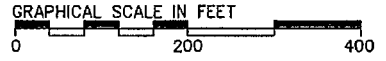
Emerald Valley Estates 2nd Addition to Mulvane, Sedgwick County, Kansas;
Block 1, Lots 1 through 13, inclusive,
Block 2, Lots 1 through 6, inclusive,
Block 3, Lots 1 through 17, inclusive,

Filed in the office of the City Clerk,
Mulvane, Kansas this 30 day of October, 2024.


Debra M. Parker, City Clerk

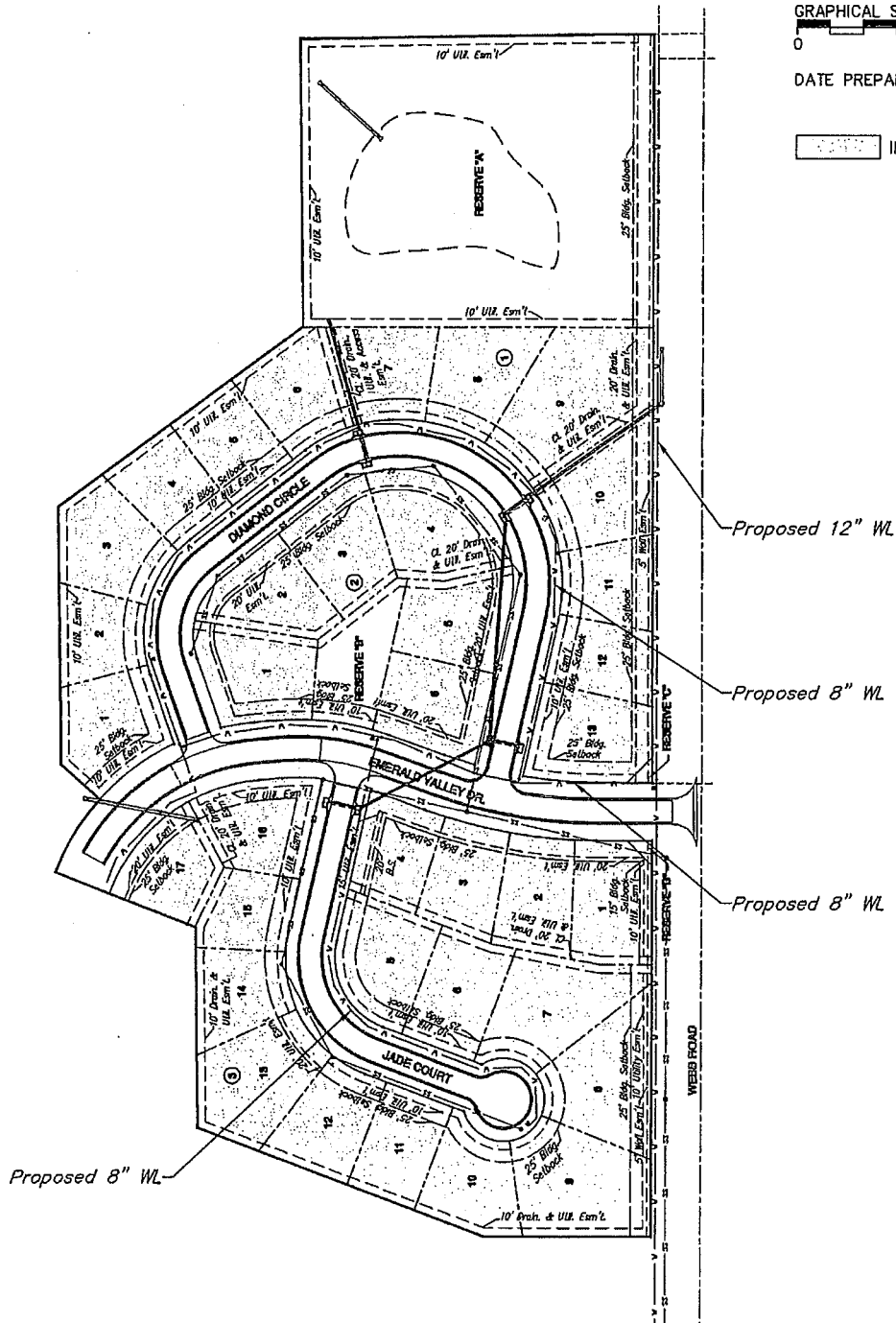
WATER LINE IMPROVEMENTS
EMERALD VALLEY ESTATES 2ND ADDITION
MULVANE, SEDGWICK COUNTY, KANSAS

Lots 1-13, Block 1,
 Lots 1-6, Block 2 and
 Lots 1-17, Block 3



DATE PREPARED: APRIL 5, 2024

 IMPROVEMENT DISTRICT



Water Line Improvements				
Description	Quantity	Units	Estimated Unit Cost	Extension
12" Water Line	676	LF	\$ 80.00	\$ 54,080
12" DICL SJ Water Line	2	LF	85.00	170
8" Water Line	2,550	LF	60.00	153,000
8" DICL SJ Water Line	16	LF	65.00	1,040
Fire Hydrant Assembly	5	EA	5,500.00	27,500
12" Anchor Valve Assembly	1	EA	5,100.00	5,100
8" Valve Assembly	7	EA	4,700.00	32,900
Flushed and Vibrated Sand Backfill	190	LF	5.00	950
Seeding and Erosion control BMP's	1	LS	903.00	903
Site Clearing and Restoration	1	LS	4,837.00	4,837

Sub-Total Preliminary Opinion of Probable Construction Cost \$ 280,480

Project Expenses (30% of estimated construction costs) 84,144

Total Project Cost Opinion \$ 364,624
 Total City Share for pipe oversizing (5%) \$ 18,231
 Total Benefit District Share (95%) \$ 346,393
 Per Lot Basis (36 Total Lots) \$ 9,622

Notes:

1. The proposed water line extension along Webb Rd. is increased from a typical 8" residential line to a 12" line to serve anticipated future City growth north along Webb Rd.
2. Oversizing costs for increased pipe diameter and associated additional trenching/backfill, seeding, BMP's, site clearing and restoration.
3. Lot 17, Block 3, Emerald Valley Estates 2nd Addition is a re-plat of Lot 18, Block 3, Emerald Valley Estates. This lot was provided with sanitary sewer service in the second phase of the Emerald Valley Estates development and is included in the Phase 2 SS Petitions.
4. Project expenses include cost of bonds issuance, survey, engineering design/oversight, admin, inspection and testing.
5. Material quantities are estimated based on approved design layout only. Actual quantities and cost opinions are subject to change based on as-built quantities and project expenses.
6. Unit price estimates are based on low bid received from McCullough Excavation, Inc., dated 10/3/24.

SANITARY SEWER IMPROVEMENTS
EMERALD VALLEY ESTATES 2ND ADDITION
MULVANE, SEDGWICK COUNTY, KANSAS

AMENDED PETITION

To the Governing Body of
Mulvane, Kansas

1. We, the undersigned owners of record of 100 percent of the real property described as follows:

Emerald Valley Estates 2nd Addition, Mulvane, Sedgwick County, Kansas
Block 1, Lots 1 through 13, inclusive,
Block 2, Lots 1 through 6, inclusive,
Block 3, Lots 1 through 16, inclusive,

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 *et seq.*, as follows:

- (a) That there be constructed certain sanitary sewer improvements to serve the area described above (the "Benefit District"), including specifically all excavation and construction of sanitary sewer extension improvements and necessary appurtenances such as pipe, manholes and related appurtenances (the "Project"). All construction shall be done in accordance with the City of Mulvane standard construction specifications.
- (b) That the estimated and probable cost of the Project is Five Hundred Forty-One Thousand Nine Hundred Five Dollars (\$541,905), with 100 percent payable by the Benefit District and Zero percent payable by the City at large. Said estimated cost as above set forth is hereby increased at the rate of 1 percent per month from and after the date of approval of the original resolution for this Project.
- (c) That the Benefit District be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the Project.

If the Project is abandoned, altered and/or constructed privately in part or whole, such that it precludes building said Project under the authority of this petition, any costs that the City incurs shall be assessed to the Benefit District, in accordance with the terms of the petition. In addition, if the Project is abandoned at any state during the design, and/or construction of the Project or if it is necessary for the City to redesign, repair or reconstruct the Project after its initial design, and/or construction because the design and/or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Project shall be assessed to the Benefit District in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the Project for which the Benefit District shall be liable is that all lots shall be on an equal share per lot basis.

In the event all or part of the lots or tracts in the Benefit District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where ownership of a single lot or parcel is or may be divided into two or more parcels (or parcels are replatted such that the method of assessment set forth herein cannot be utilized), the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the Project hereby petitioned be authorized and ordered without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100 percent of the properties proposed to be included in the Benefit District, we acknowledge that the proposed Benefit District does not include all properties which may be deemed to benefit from the proposed Project.

4. That names may not be withdrawn from this petition by the signers of this petition after the governing body of the City of Mulvane commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by the owners of record (whether resident or not) of all of the area liable for assessment under the proposal. The governing body of the City of Mulvane is requested to proceed in the manner provided by statute to the end that the Project may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

SIGNATURE

DATE AND TIME

SUBURBAN LAND DEVELOPMENT, LLC
a Kansas limited liability company

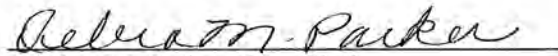
By: 
Tom Fagan, Managing Member

10-30-2024
4:30pm

PROPERTY OWNED WITHIN
PROPOSED IMPROVEMENT DISTRICT

Emerald Valley Estates 2nd Addition to Mulvane, Sedgwick County, Kansas;
Block 1, Lots 1 through 13, inclusive,
Block 2, Lots 1 through 6, inclusive,
Block 3, Lots 1 through 16, inclusive,

Filed in the office of the City Clerk,
Mulvane, Kansas this 30 day of October, 2024.

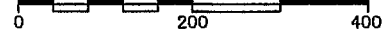

Debra M. Parker, City Clerk

SANITARY SEWER IMPROVEMENTS
EMERALD VALLEY ESTATES 2ND ADDITION
MULVANE, SEDGWICK COUNTY, KANSAS

Lots 1-13, Block 1,
 Lots 1-6, Block 2 and
 Lots 1-16, Block 3

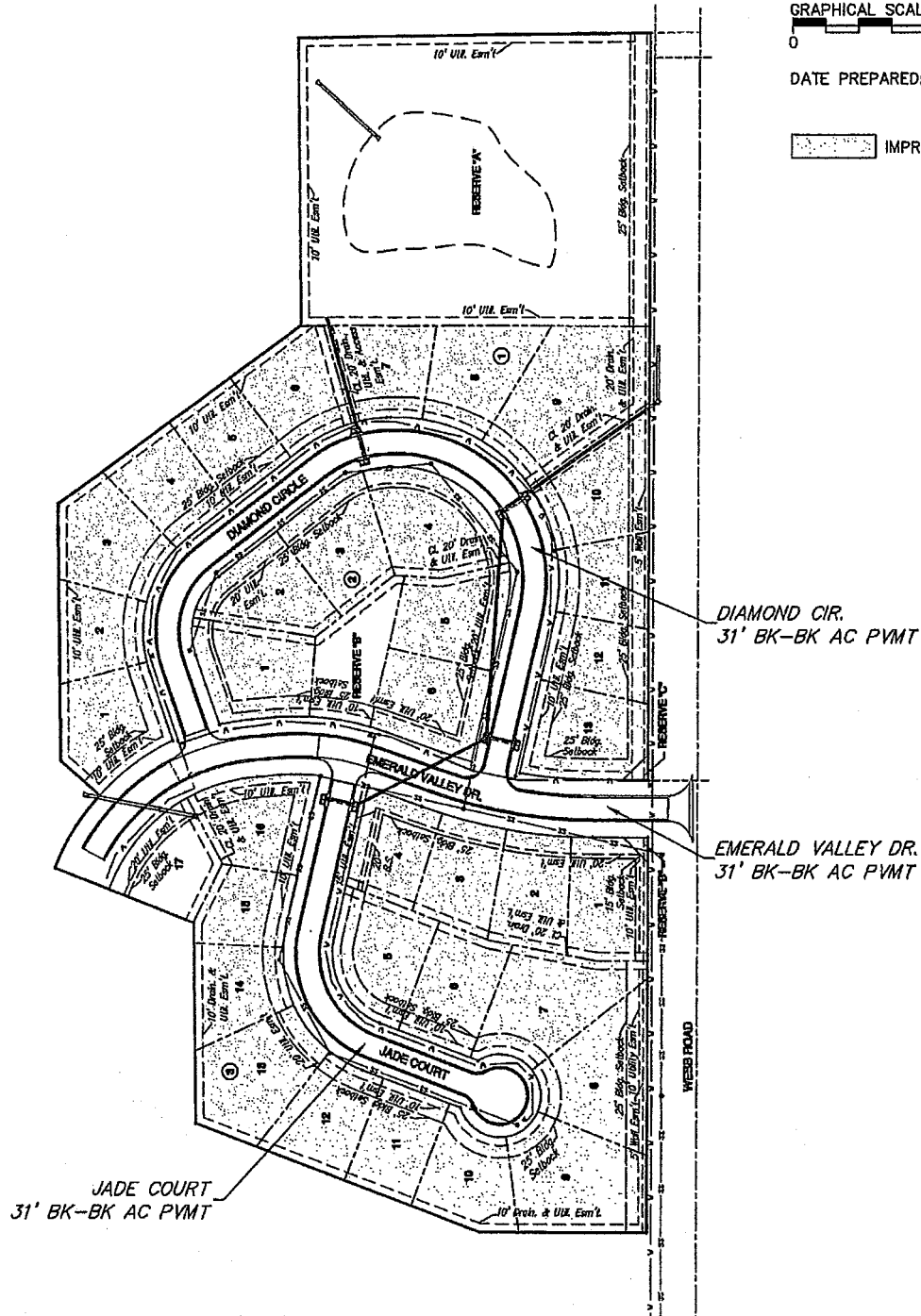


GRAPHICAL SCALE IN FEET



DATE PREPARED: APRIL 5, 2024

 IMPROVEMENT DISTRICT



Sanitary Sewer Improvements				
Description	Quantity	Units	Estimated Unit Cost	Extension
12" Sanitary Sewer	580	LF	\$ 120.00	\$ 69,600
8" Sanitary Sewer	1,881	LF	85.00	159,885
Std. Precast MH, 5-ft	3	EA	7,000.00	21,000
Std. Precast MH, 4-ft	9	EA	5,500.00	49,500
Connect to exist. MH	1	EA	1,500.00	1,500
Pipe Stub, 12"	1	EA	1,500.00	1,500
Pipe Stub & Riser, 4"	20	EA	2,700.00	54,000
SS Service Tee, 8"x4" w/4" Riser	15	EA	2,500.00	37,500
Flushed and Vibrated Sand Backfill	125	LF	7.00	875
Seeding and Erosion control BMP's	1	LS	728.00	728
Site Clearing and Restoration	1	LS	20,762.00	20,762

Sub-Total Preliminary Opinion of Probable Construction Cost \$ 416,850

Project Expenses (30% of estimated construction costs) 125,055

Total Preliminary Project Cost Opinion \$ 541,905

Per Lot Basis (35 Total Lots*) \$ 15,483

Notes:

1. Lot 17, Block 3, Emerald Valley Estates 2nd Addition is a re-plat of Lot 18, Block 3, Emerald Valley Estates. This lot was provided with sanitary sewer service in the second phase of the Emerald Valley Estates development and is included in the Phase 2 SS Petitions.
2. Project expenses include cost of bonds issuance, survey, engineering design/oversight, admin, inspection and testing.
3. Material quantities are estimated based on approved design layout only. Actual quantities and cost opinions are subject to change based on as-built quantities and project expenses.
4. Unit price estimates are based on low bid received from McCullough Excavation, Inc., dated 10/3/24.

DEVELOPER'S (SUBDIVIDER'S) AGREEMENT

(Special Assessment Improvements)

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between the City of Mulvane, Kansas, a municipal corporation, hereinafter referred to as "City" and Suburban Land Development, LLC, a Kansas limited liability company, hereinafter collectively referred to as "Developer".

WHEREAS, the City has approved and accepted the final plat of Emerald Valley Estates 2nd Addition, Mulvane, Sedgwick County, Kansas, in the City of Mulvane, Kansas, dated the ____ day of _____, 2024 (the "Subdivision/Addition"), subject to the execution of this Agreement; and

WHEREAS, the Developer desires to improve all or a portion of the above described Subdivision/Addition through the use of special assessments; and

WHEREAS, the City desires to assure uniform compliance with plan specifications, implementation of the Subdivision Regulations, policies, and workmanlike standards of the City;

NOW, THEREFORE, it is agreed as follows;

1. The City shall initiate steps to construct the following public improvement(s):

(i) Mass Grading and Detention Pond Improvements, (ii) Street Improvements, (iii) Storm Sewer Improvements, (iv) Sanitary Sewer Improvements, (v) Water Line Improvements and (vi) 12" Water Transmission Line Improvements upon submission to the City of:

A. Valid petitions drawn in accordance with applicable Kansas Statutes;

B. The submissions of financial sureties in conformance with the requirements hereof. The financial guarantees contemplated by this section may consist of cash, cashier's check, escrow account, an irrevocable letter of credit equal to 35% of the estimated cost of the project and deemed sufficient by the City's Governing Body. Project costs shall include all costs associated with the project and shall include, but not be limited to, engineering design, construction, inspection, testing, temporary note interest, legal fees, bond issuance cost, and administration. The financial guarantees provided for herein shall be provided prior to the City awarding any construction contract. In the event that any special assessment is not paid when due, the financial guarantee will be drawn upon July 1st of each year by the City to satisfy the principal and interest costs (including any costs or expense occasioned by delinquent payment)

of the bonded public improvements. The amount of the financial guaranties are as follows:

- (i) For the Mass Grading and Detention Pond Improvements, a financial guaranty in the sum of \$132,316.
 - (ii) For the Street Improvements, a financial guaranty in the sum of \$161,416.
 - (iii) For the Storm Sewer Improvements, a financial guaranty in the sum of \$82,823.
 - (iv) For the Sanitary Sewer Improvements, a financial guaranty in the sum of \$189,667.
 - (v) For the Water Line Improvements, a financial guaranty in the sum of \$121,237.
 - (vi) For the 12" Water Transmission Line Improvement, a financial guaranty in the sum of \$34,443.
2. In consideration for the City's consent to permit the Developer to utilize the special assessment form of financing, the Developer hereby agrees to indemnify and hold the City harmless on account of any expenses, costs, or obligations incurred by the City and incurred as a result of utilizing the special assessment process. Developer's obligations in this regard shall include, but not be limited to, the reimbursement to the City of any interest costs assessed to the City in the event of a delay for any reason (including litigation) between the time of the issuance of temporary notes and the sale of bonds. The Developer's obligation herein shall extend to and include the obligation to pay all special assessments when due which obligation shall survive the transfer of ownership and shall continue as to each lot within the development until such time as said lot has been fully developed by the construction of a building or buildings and a full and final certificate of occupancy issued.
 3. Developer covenants and agrees, as a condition precedent to the construction or finance of any public water facilities, that the Subdivision shall be served by the City of Mulvane for public water and that any and all things necessary to allow such service (including the removal or withdrawal from any rural water district territory) have been accomplished and are completed. Developer indemnifies the City for any costs associated with its failure to honor this covenant.
 4. All temporary construction facilities must be removed when construction of buildings and improvements to the Subdivision/Addition are completed.
 5. The Developer shall provide original purchasers of any property in the Subdivision/Addition a copy of the Developer's Agreement at the time of purchase.
 6. All lots in the Subdivision/Addition shall be kept clean and mowed to a height not to exceed twelve (12) inches and Developer shall properly manage all storm water drainage in the

Subdivision/Addition throughout the period of development in accordance with City policy and reasonable storm water management practices.

7. Platted Wall Easements shall contain a combination of screening improvements including walls, berms and landscaping. Maintenance of the screening improvements shall be provided by the Homeowner's Association. Failure of the Homeowner's Association to maintain the required screening improvements shall give the City the right to properly maintain the improvements and to assess the cost of maintenance to the property owners.
8. No construction will be allowed on any portion of the Subdivision/Addition unless the Developer or its designated contractor has first obtained from the City Building Inspector and Zoning Department Officials all required building and zoning permits.
9. The Developer will file this Developer's Agreement, when and as approved by the City's Governing Body, with the Sedgwick County Register of Deeds. A copy of this Developer's Agreement showing said recording along with a copy of the recorded plat shall be furnished to the City before building permits are issued.
10. The terms and conditions set forth herein shall be binding upon the heirs, personal representatives, trustees, successors, and assigns of the parties hereto.
11. The Developer hereby represents that it is aware of, and shall comply at all times with, the policies of the City applicable to the improvements contemplated under the terms of this Developer's Agreement, City ordinances applicable to such matters, and the City's Subdivision Regulations. Nothing herein shall be construed to grant to the Developer either, directly or indirectly, a variance or departure from such policies, ordinances, and regulations. Any waiver of the required improvements or guarantees for their installation may be made only by the applicable Governing Body upon a showing by Developer that such improvements are not technically feasible or necessary.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement on the date and year first above written.

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of _____, 2024, before me the undersigned, a notary public in and for the County and State aforesaid, came Brent Allen and Debra M. Parker, Mayor and City Clerk, respectively, of the City of Mulvane, Kansas, a municipal corporation (the "City"), who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of the City and such persons duly acknowledged execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires: _____

"Developer"

SUBURBAN LAND DEVELOPMENT, LLC
a Kansas limited liability company

By: Tom Fagan
Tom Fagan, Managing Member

STATE OF KANSAS)
) ss:
COUNTY OF Sedgwick)

BE IT REMEMBERED that on this 30 day of October, 2024, before me, the undersigned, a notary public in and for the County and State aforesaid, came Tom Fagan, Managing Member of Suburban Land Development, LLC, a Kansas limited liability company, who are personally known to me to be the same persons who executed the within instrument of writing and such person who executed, as such officers, the within instrument of writing on behalf of the limited liability company and such persons duly acknowledged execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Sherry Johnson
Notary Public

My Appointment Expires: June 3, 2027

(Published in *The Mulvane News* on November 14, 2024)

RESOLUTION NO. 2024-12

A RESOLUTION AMENDING RESOLUTION NO. 2024-4 OF THE CITY OF MULVANE, KANSAS.

WHEREAS, the governing body of the City of Mulvane, Kansas (the “City”) previously adopted Resolution No. 2024-4 (the “Original Resolution”) on June 17, 2024, which Original Resolution was published in the official newspaper of the City on June 27, 2024; and

WHEREAS, the Original Resolution found and finally determined to be advisable to make certain Emerald Valley Second Water Line Improvements, Emerald Valley Second Water Transmission Line Improvements, Emerald Valley Second Sewer Improvements, Emerald Valley Second Street Improvements, Emerald Valley Second Storm Sewer Improvements, and Emerald Valley Second Mass Grading & Pond Improvements (collectively herein, the “Improvements”) in the City, all as defined and described therein; and

WHEREAS, the Original Resolution authorized, ordered and directed that the Improvements be made at total estimated costs defined therein (said cost to be increased at the pro-rata rate of 1% per month from and after the date of the Original Resolution) which estimated costs were to be paid from the proceeds of the City’s general obligation bonds to be issued by the City; and

WHEREAS, the City has received two revised petitions on October 30, 2024 (the “Revised Petitions”), and upon examination of the Revised Petitions on November 4, 2024, determined the Revised Petitions to be sufficient and the governing body finds and determines it desirable to ratify the acquisition and construction of the Emerald Valley Second Water Line Improvements, and Emerald Valley Second Sewer Improvements and that the estimated cost of said improvements be adjusted in accordance with the Revised Petitions; and

WHEREAS, in connection with the foregoing, the governing body of the City finds and determines it necessary and advisable to amend the Original Resolution.

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

SECTION 1. Amendment to Section 1(A)(2) (Emerald Valley Second Water Line Improvements). Section 1(A)(2) entitled Emerald Valley Second Water Line Improvements of the Original Resolution is hereby amended by deleting the section and replacing it with the following:

(2) The estimated or probable costs of the Emerald Valley Second Water Line Improvements, as “cost” is defined in subparagraph (d) of K.S.A. 12-6a01, is Three Hundred Sixty-Four Thousand Six Hundred Twenty-Four Dollars (\$364,624) (said cost may be increased at the rate of one percent (1%) per month from and after the date of approval of this resolution).

SECTION 2. Amendment to Section 1(C)(2) (Emerald Valley Second Sewer Improvements). Section 1(C)(2) entitled Emerald Valley Second Sewer Improvements of the Original Resolution is hereby amended by deleting the section and replacing it with the following:

(2) The estimated or probable costs of the Emerald Valley Second Sewer Improvements, as “cost” is defined in subparagraph (d) of K.S.A. 12-6a01, is Five Hundred Forty-One Thousand Nine Hundred Five Dollars (\$541,905) (said cost to be increased at the rate of 1% per month from and after the date of approval of this resolution).

SECTION 3. Amending Resolution. This resolution supplements and amends the Original Resolution only to the extent necessary and, except to the extent specifically amended hereby, the Original Resolution, shall remain in full force and effect.

SECTION 4. Publishing and Recording. This Resolution shall be published one time in the City’s official newspaper, and shall be recorded in the Office of the Register of Deeds of Sedgwick County, Kansas in accordance with the provisions of K.S.A. 12-153 because it makes additional findings affecting the following described real property in the City of Mulvane, Sedgwick County, Kansas:

- Emerald Valley Estates 2nd Addition:
- Block 1, Lots 1 through 13, inclusive
- Block 2, Lots 1 through 6, inclusive
- Block 3, Lots 1 through 17, inclusive

[Remainder of Page Intentionally Left Blank]

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

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

(Published in *The Mulvane News* on November 14, 2024)

ORDINANCE NO. 1593

AN ORDINANCE AMENDING ORDINANCE NO. 1582 OF THE CITY OF MULVANE, KANSAS.

WHEREAS, the governing body of Mulvane, Kansas (the “City”) finds and determines it advisable to amend Ordinance No. 1582 of the City, duly adopted by on June 17, 2024 and published in the official newspaper of the City on June 27, 2024.

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

Section 1. Amendment to the first and second recital of Ordinance No. 1582. The first and second recitals of Ordinance No. 1582 are hereby amended by replacing them with the following:

WHEREAS, the governing body of the City of Mulvane, Kansas (the “City”) has heretofore by Resolution No. 2024-4, duly adopted this June 17, 2024, and to be published in the City’s official newspaper as required by law on June 27, 2024, as amended and supplemented by Resolution No. 2024-12 duly adopted November 4, 2024 and to be published in the City’s official newspaper as required by law on November 14, 2024 (collectively, the “Authorizing Resolution”) found and determined it to be advisable and authorized the making of certain Emerald Valley Second Water Line Improvements, Emerald Valley Second Water Transmission Line Improvements, Emerald Valley Second Sewer Improvements, Emerald Valley Second Street Improvements, Emerald Valley Second Storm Sewer Improvements, and Emerald Valley Second Mass Grading & Pond Improvements (collectively, the “Improvements”) in the City, as provided by K.S.A. 12-6a01 *et seq.*, as amended and supplemented, at a total estimated cost of \$2,108,568 (said cost may be increased at the rate of 1% per month from and after the date of the Authorizing Resolution for the Improvements), which costs will be levied and assessed against properties benefiting from the Improvements; and

WHEREAS, the governing body of the City, upon an examination thereof, has considered and found and determined certain subject petitions filed on June 12, 2024 and October 30, 2024 (collectively, the “Petitions”) to be sufficient, having been signed by the owners of record, whether resident or not, of all of the property liable for assessment for the costs of the Improvements; and

Section 2. Amending Ordinance. This Ordinance supplements and amends Ordinance No. 1582 only to the extent necessary to adjust the estimated costs of the Emerald Valley Second Water Line Improvements and Emerald Valley Second Sewer Improvements and, except to the extent specifically amended hereby, Ordinance No. 1582 shall remain in full force and effect.

Section 3. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the governing body of City of Mulvane, Kansas and its publication in the official newspaper of the City.

[Remainder of Page Intentionally Left Blank]

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

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

EXCERPT OF MINUTES

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

and the following members absent:

Thereupon, and among other business, there was presented to the governing body a Resolution entitled:

A RESOLUTION AMENDING RESOLUTION NO. 2024-4 OF THE CITY OF
MULVANE, KANSAS.

Thereupon, the Resolution was considered and discussed; and on motion of _____, seconded by _____, the Resolution was adopted by a majority vote of all members present.

Thereupon, the Resolution having been adopted by a majority vote of the members of the governing body, it was given No. 2024-12, and was directed to be signed by the Mayor and attested by the City Clerk and the City Clerk was directed to cause the publication of the Resolution one time as set forth therein and required by law, and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas.

Thereupon, and among other business, there was presented to the governing body, an Ordinance entitled:

AN ORDINANCE AMENDING ORDINANCE NO. 1582 OF THE CITY OF
MULVANE, KANSAS.

Thereupon, the Ordinance was considered and discussed; and on motion of _____, seconded by _____, the Ordinance was adopted by a majority vote of all members present.

Thereupon, the Ordinance having been adopted by a majority vote of the members of governing body, it was given No. 1593 and directed to be signed by the Mayor and attested by the City Clerk; and the City Clerk was directed to cause the publication of the Ordinance one time as set forth therein and required by law.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

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

[seal]

Debra M. Parker, City Clerk

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

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

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

Project Name/Description	Project Status
<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 the project is currently being advertised for construction bids. KDHE has re-issued the Main A Sewer Extension permit. <u>Remaining Work:</u> An additional week to prepare bids has been requested due to a large number of projects currently being bid in the area. An addendum will be issued extending the bid date to November 14th. <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 continues working on storm sewer installations. Final street design plans have been completed and the project is out for bids. <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. Bids for Street Improvements are scheduled to be received on November 21st. <u>Contract Status:</u> McCullough Excavation’s current contract amount is \$1,672,980.25. Pay Application No. 3 has been approved and represents approx. 28.5% of the total contract amount (less 10% held in retainage). As of October 21st the Contractor had 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> A construction agreement with McCullough Excavating for Utility and Grading Improvements has been approved pending certain revisions to petitions and the developer’s agreement. Amended Sanitary Sewer and Water Line petitions and a revised Developer’s Agreement have been prepared and provided to the Developer for signatures. Shop drawings have been submitted and are under review. See City Attorney’s memorandum addressing amendments to ordinances and resolutions. <u>Remaining Work:</u> Conduct pre-construction meeting with the Contractor, issue a NTP and begin “Utility and Grading Improvements” construction. Submit prelim/final street design plans, bid and construct streets. <u>Contract Status:</u> Construction contract with McCullough Excavation was approved on October 21st for “Grading and Utility Improvements” pending amended petitions and developer agreement.</p>

City Council Meeting
November 4, 2024

TO: Mayor and City Council

FR: Debra Parker, City Clerk

RE: Designation of voting delegates and/or alternates

ACTION: Appoint voting delegate(s) to the KPP Annual Members Meeting

Background:

To vote at the KPP Energy Annual Members Meeting, each member city must designate a representative, and one or more alternates authorized to act in the absence of the designated representative, to serve on the KPP Energy’s Membership Committee. Each member city’s designated representative to the Committee is considered a “voting member.” Designated representatives and alternate(s) are selected by a member city. Each member city has only one voting member for purposes of actions taken by the Committee.

Analysis:

Each member city must designate a representative, and one or more alternates, to represent the member city. The governing body of each member city must appoint their representative and alternate(s). Appointment of the member city’s representative and alternate(s) cannot be accomplished by individual action of the mayor or city administrator. The member city’s city clerk or mayor must sign the Voting Delegate form attesting that the city’s representative and alternate(s) were properly selected by the member city’s governing body.

The representative and alternate(s) must register for the Annual Members Meeting. In order to cast a vote, at least one voter must be present at the Annual Members Meeting and in possession of the voting delegate card. Voting Delegate Forms must be returned to KPP Energy by November 29th. The Annual Members Meeting is December 13th.

Legal Considerations: None

Financial Considerations:

The cost of registration, if any.

Recommendation:

MOTION to appoint Austin St. John as the representative voting delegate and Jacob Coy as the alternate voting delegate at the KPP Energy Annual Members Meeting.



Council Action Advised by November 29, 2024

To: Mayors, City Managers, and City Clerks

Re: DESIGNATION OF REPRESENTATIVE AND ALTERNATES
KPP Energy Annual Members Meeting – December 13, 2024

To vote at the KPP Energy Annual Members Meeting, each member city must designate a representative, and one or more alternates authorized to act in the absence of the designated representative, to serve on the KPP Energy’s Membership Committee (“Committee”). Each member city’s designated representative to the Committee is considered a “voting member.” By virtue of a member city designating a representative on the attached Voting Delegate Form, a member city is directly selecting said representative and alternate(s) to serve on the Committee, with the understanding that the KPP Energy’s Board of Directors are selected from this Committee pursuant to K.S.A. 12-891, and as specified in the KPP Energy’s First Amendment to the Agreement Creating. Designated representatives and alternate(s) who might serve on the Board are therefore selected by a member city and subject to removal from the Board of Directors by a member city’s governing body (unless they are an elected member of said governing body). Each member city has only one voting member for purposes of actions taken by the Committee. Furthermore, each voting member is entitled to one vote of equal weight through its representative or alternate in any vote of the Committee.

The following procedures are intended to ensure the integrity of the voting process at the Annual Members Meeting. Please complete the attached Voting Delegate form and return it to the KPP Energy office no later than November 29, 2024. This will allow us time to establish voting delegate/alternate records prior to the Annual Members Meeting.

1. Action by City Council Required. Consistent with the KPP Energy’s Operating Agreement, each member city must designate a representative, and one or more alternates, to represent the member city. ***The governing body of each member city must appoint their representative and alternate(s).*** Appointment of the member city’s representative and alternate(s) cannot be accomplished by individual action of the mayor or city administrator. The member city’s city clerk or mayor must sign the Voting Delegate form attesting that the city’s representative and alternate(s) were properly selected by the member city’s governing body.
2. Annual Members Meeting Registration Required. The representative and alternate(s) must register for the Annual Members Meeting. To register, go to the KPP Energy Website at www.kpp.agency. Click on the banner at the top of the website, and that will take you to registration. In order to cast a vote, at least one voter must be present at the Annual Members Meeting and in possession of the voting delegate card. Voting delegate cards will be issued at the registration desk on the day of the meeting.

3. Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may only be transferred freely between the member city's designated representative and alternate(s). If a member city's designated representative and alternate(s) find themselves unable to attend the Annual Members Meeting, they may not transfer the voting card to another city official.

Once again, thank you for completing the Voting Delegate form and returning it to the KPP Energy office by November 29, 2024. If you have questions, please contact Leslie Atherton at latherton@kpp.agency.



VOTING DELEGATE FORM

Please complete this form and return it to the KPP Energy office by **November 29, 2024**. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located at the Annual Members Meeting Registration Area. **Each member city's governing body may designate one representative and up to two alternates.**

In order to vote at the Annual Business Meeting (General Assembly) and serve on the Membership Committee (thereby being eligible to serve on the KPP Energy's Board of Directors), a member city's representative and alternate(s) must be directly selected by the member city's governing body. **The city clerk or mayor must sign below to affirm that the city's representative and alternate(s) were properly selected by the member city's governing body.**

1. REPRESENTATIVE – VOTING DELEGATE

Name: _____

Title: _____

2. ALTERNATE

Name: _____

Title: _____

3. ALTERNATE (Optional)

Name: _____

Title: _____

ATTEST: I affirm that the information provided reflects the action taken by the city's governing body to designate the above-named persons.

City: _____

Name: _____ Email: _____

Mayor or City Clerk: _____ Date: _____

(circle one)

(signature)

KPP Energy
Attn: Leslie Atherton
2229 S. West St
Wichita, KS 67213
latherton@kpp.agency

Agenda Section - Attorney

**November 4, 2024
Executive Session Script**

BEFORE:

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

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

For a period not to exceed 15 minutes, said regular meeting to reconvene in open session at approximately _____ p.m.

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

Motion by _____, second by _____, Vote.

AFTER:

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

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

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

NEXT AGENDA ITEM

City of Mulvane Utility Bills

Due: 11/05/24

			Electric	Electric	Water	Sewer	Sewer	Admin	Police	Street	Sports	Park	Special	Fire	Ambul 1	Ambul 2	Pool		
			Production	Distribution		Plant	System				Complex		Parks						
ES Building - 910 E. Main	01-3665-02	\$	1,191.37																
Splash Park- 105 W. Main	04-0720-00	\$	533.33											\$ 595.69	\$ 595.69				\$ 1,191.37
Band Shell - 117 E. Main	04-8770-01	\$	37.91																\$ 533.33
Main St. Park - 117 E. Main	04-8780-01	\$	415.97																\$ 37.91
Pix Center - 101 E Main	04-8800-02	\$	356.75																\$ 415.97
Public Works Building - 410 W. Bridge	05-0001-02	\$	314.43	\$ 39.30	\$ 39.30	\$ 78.61				\$ 157.22									\$ 356.75
Public Works Building #2 - 410 W Bridge	05-0002-00	\$	17.05							\$ 17.05									\$ 314.43
Water Pump #3 - 211 N. Second	05-0005-02	\$	1.25			\$ 1.25													\$ 17.05
Maintenance Shop - 124 Boxelder	05-0015-02	\$	226.35	\$ 22.64	\$ 22.64	\$ 22.64	\$ 22.64	\$ 22.64	\$ 22.64	\$ 22.64									\$ 1.25
Utility Shop - 120 Boxelder	05-0025-02	\$	286.82	\$ 47.80	\$ 47.80	\$ 95.61	\$ 47.80	\$ 47.80	\$ 47.80	\$ 47.80	\$ 113.18								\$ 226.35
Lift Station - 0 Industrial Dr.	05-0070-02	\$	8.79						\$ 8.79										\$ 286.82
Sewage Disposal Plant - 1441 N. Pope Dr.	05-0098-01	\$	2,087.56				\$ 2,087.56												\$ 8.79
2011 Sewage Disposal Plant - 1441 N. Pope Dr.	05-0099-01	\$	6,018.56				\$ 6,018.56												\$ 2,087.56
Sewer Chemical Injection - 1441 N. Pope Dr.	05-0101-01	\$	119.94					\$ 119.94											\$ 6,018.56
Sewage Disposal Head Works - 1441 N. Pope Dr.	05-0102-01	\$	1,025.46				\$ 1,025.46												\$ 119.94
Sewer Vehicle Storage - 1441 N. Pope Dr.	05-0103-01	\$	41.10				\$ 41.10												\$ 1,025.46
Water Treatment Plant - 100 N. Oliver	05-0150-01	\$	1,152.68		\$ 1,152.68														\$ 41.10
Lift Station -1900 N Rock Road - B	05-0605-01	\$	19.41					\$ 19.41											\$ 1,152.68
Water Tower - 1420 N. Rock Road	05-0770-01	\$	12.22		\$ 12.22														\$ 19.41
E.S. & Police - 1420 N. Rock Road	05-0772-01	\$	10.33						\$ 5.17					\$ 2.58	\$ 2.58				\$ 12.22
North Sub Station - 8100 E. 111th St. So.	05-0800-03	\$	1.25	\$ 1.25															\$ 10.33
Sports Complex Concession - 955 E. 111th St. So.	05-0900-01	\$	228.17								\$ 228.17								\$ 1.25
Sports Complex - 955 E. 111th St. So.	05-0910-01	\$	126.69								\$ 126.69								\$ 228.17
Swimming Pool - 990 E. 111th St. So.	05-0915-01	\$	243.89																\$ 126.69
Water Reservoir - 9903 E. 111th St. So.	05-0950-01	\$	1,029.29		\$ 1,029.29														\$ 243.89
Dog Shelter - 9903 E. 111th St. So.	05-0960-01	\$	24.13						\$ 24.13										\$ 1,029.29
City Building - 211 N. Second	06-9955-01	\$	385.16					\$ 385.16											\$ 24.13
City Building - 211 1/2 N. Second	06-9960-01	\$	56.83					\$ 56.83											\$ 385.16
Parks Department - 507 N. First	12-7500-02	\$	22.25									\$ 22.25							\$ 56.83
Parks Department - 507 N. First	12-7550-02	\$	122.61										\$ 22.25						\$ 22.25
Parks Department - 507 N. First	12-7600-01	\$	106.58										\$ 122.61						\$ 122.61
SW Lift - 0 Rockwood/Circle Dr.	15-7950-01	\$	111.13				\$ 111.13						\$ 106.58						\$ 106.58
Lift Station - 0 Trail Dr.	16-7975-01	\$	22.94				\$ 22.94												\$ 111.13
Ambulance #2 - 911 Kansas Star Dr.	25-4040-01	\$	36.20													\$ 36.20			\$ 22.94
Police Department-420 E Main	01-1680-04	\$	29.23						\$ 29.23										\$ 36.20
Police Department-410 E Main	01-1690-07	\$	937.10						\$ 937.10										\$ 29.23
		\$	17,360.73	\$ 110.99	\$ 109.74	\$ 2,392.29	\$ 9,243.12	\$ 352.65	\$ 441.99	\$ 995.63	\$ 287.44	\$ 354.86	\$ 1,062.07	\$ 533.33	\$ 598.27	\$ 598.27	\$ 36.20	\$ 243.89	\$ 17,360.73
		\$	441.99																\$ 937.10
101-01-511		\$	441.99																
101-02-511		\$	1,704.37																
101-03-511		\$	598.27																
101-04-511		\$	995.63																
101-18-511		\$	634.47																
219-00-617		\$	533.33																
220-00-511		\$	243.89																
511-09-511		\$	110.99																
511-10-511		\$	109.74																
512-13-511		\$	2,392.29																
513-11-511		\$	9,243.12																
513-12-511		\$	352.65																
		\$	17,360.73																

082300

INVOICE

Library Market
PO Box 17332
Jonesboro, AR 72403-6725

support@librarymarket.com
+1 (888) 234-3805
http://www.librarymarket.com



Bill to
Mulvane Public Library
408 N. 2nd. Avenue
Mulvane, KS 67110
United States

Ship to
Mulvane Public Library
408 N. 2nd. Avenue
Mulvane, KS 67110
United States

Invoice details
Invoice no.: 3677
Terms: Net 30
Invoice date: 10/17/2024
Due date: 11/16/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		LibraryWebsite - Design & Development	Initial 50% Implementation	1	\$7,500.00	\$7,500.00
2.		LibraryCalendar - Installation & Customization		1	\$2,000.00	\$2,000.00
3.		LibraryCalendar - ILS Integration		1	\$1,500.00	\$1,500.00

Total **\$11,000.00**

Note to customer
Make checks payable to:
Library Market

City Council Meeting
November 4, 2024

TO: Mayor and Council
FR: City Staff
RE: Connecting Link Agreement
ACTION: Approve Agreement

Background:

In April 1997, the City signed a Connecting Link Agreement with KDOT describing certain streets in the City and Sedgwick and Sumner County to be designated as connecting links in the State Highway System along K-15 and K-53. The connecting link is 10.764 total lane miles. The city is paid quarterly for the maintenance of city connecting links.

Analysis:

The new agreement will be effective 7/1/2024.

Legal Considerations:

The City Attorney has reviewed the Agreement.

Financial Considerations:

The quarterly payment is approximately \$11,330.00.

Timeline for Making Decision:

The Agreement must be signed and returned to KDOT.

Recommendation:

Authorize the Mayor and City Clerk to sign the City Connecting Link Maintenance Agreement.

Discussion:

Vote:



Phone: 620-663-3361
Fax: 620-663-1804
kdot#publicinfo@ks.gov
<http://www.ksdot.gov>
Laura Kelly, Governor

500 North Hendricks
Hutchinson, KS 67501
Calvin E. Reed, P.E., Secretary
Nick Squires, P.E., District Engineer

October 18, 2024

City of Mulvane
211 N 2nd Ave
Mulvane, KS 67110

Dear City Clerk:

Enclosed, please find "**REVISED**" copies of the Form 840, and Form 443, "Computation of Payment", and 329, "City Connecting Link Maintenance Agreement" for your review and signature. An error was made on my part in the way I put the forms together and included areas that the city does not maintain.

Please return the signed "**REVISED**" forms to this office by December 1, 2024 for further processing. When all the proper parties have signed them, a copy of all forms will be returned for your files.

Sorry for the inconvenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Barry Santee".

Barry Santee
Construction Specialist

BKS
Enclosures

**KANSAS DEPARTMENT OF TRANSPORTATION
RESOLUTION**

DISTRICT 5

DESIGNATING CITY CONNECTING LINKS IN STATE HIGHWAY SYSTEM

RESOLVED, by the Secretary of Transportation of the State of Kansas this day, July 18, 2024 that pursuant to the provisions of K.S.A. 68-406 and amendments thereto, the following described streets in the city of Mulvane, County of Sedgwick And Sumner be designated as connecting links in the State Highway System.

This resolution cancels and supersedes the previous resolution dated: April 4, 1997

Route Number	Description	Lanes	Route Miles	Lane Miles
K-15	From 0.032 Miles NW of center point of SE LOUIS DR bridge over BNSF railroad tracks to 0.054 Miles NW of intersection with N ROCKWOOD BLVD.	4	1.625	6.500
K-53	From 0.010 Miles W of intersection with N OLIVER RD to 0.129 Miles E of intersection with N OLIVER RD. From 0.246 Miles E of intersection with N ESTFAN RD to 0.074 Miles W of intersection with COTTONWOOD AVE. From 0.074 Miles W of intersection with COTTONWOOD AVE heading east along BRIDGE ST and then northeast along W BLAIR ST and then northwest along S 1ST AVE and then northeast and east along MAIN ST to 0.015 Miles E of center point under BNSF bridge.	2	2.132	4.264

Total Route Miles	3.757
Lane Miles	
Two Lane.....	4.264
Three Lane.....	
Four Lane.....	6.500
Five Lane.....	
Six Lane.....	
Seven Lane.....	
Eight Lane.....	
Nine Lane.....	
Ten Lane.....	
TOTAL LANE MILES	10.764

RECOMMENDED: 
Chief of Transportation Planning

RECOMMENDED: _____
District Engineer

- DISTRIBUTION:
- Bureau of Fiscal Services
 - City
 - District Office
 - Bureau of Local Projects
 - Bureau of Maintenance
 - Bureau of Design
 - Bureau of Transportation Planning
 - Bureau of Transportation Safety & Technology
 - Area/Metro Engineer

Director of Field Operations for
Secretary of Transportation
of the State of Kansas

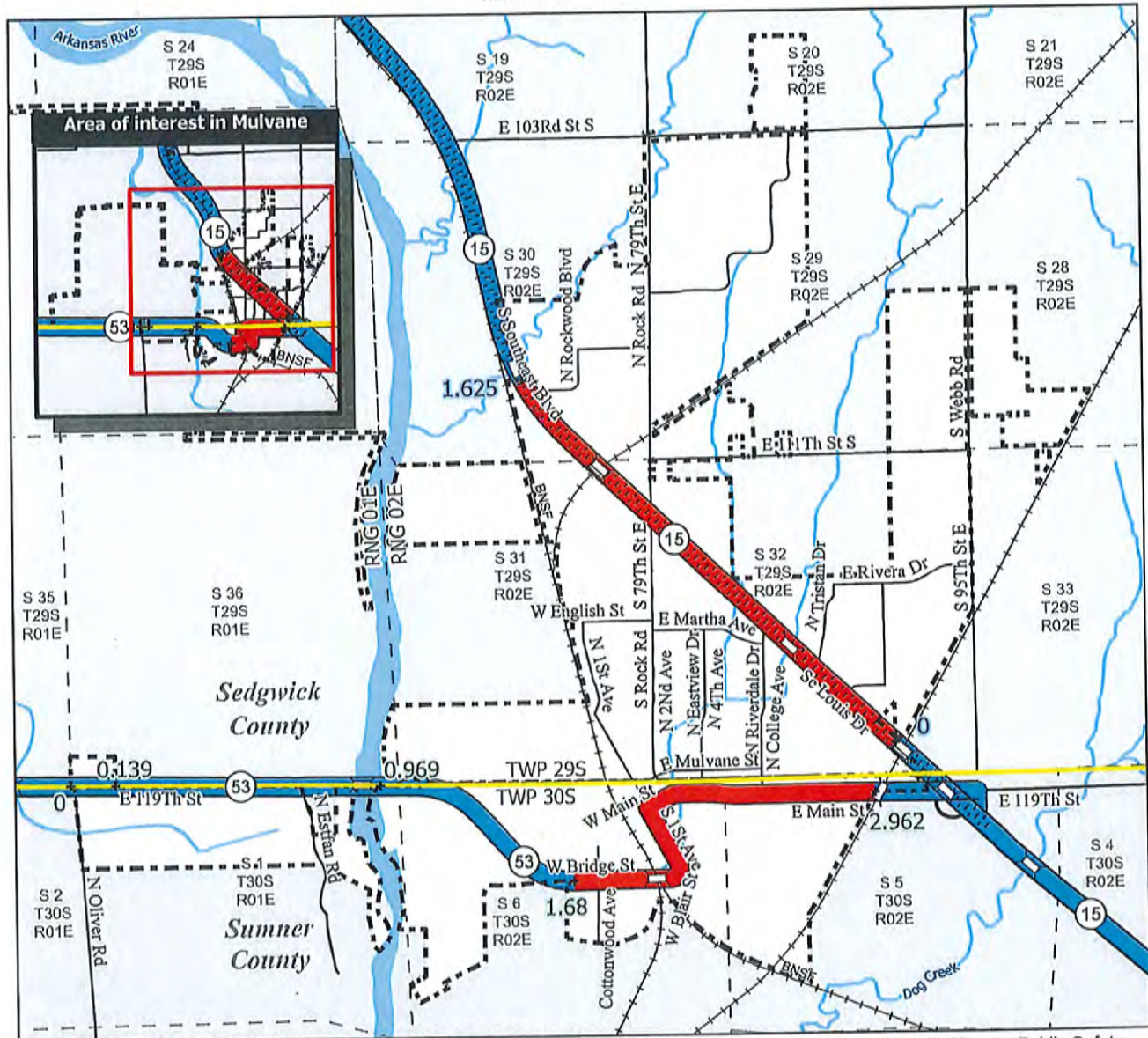
Form Revised 08/08/2016

D.O.T. form 840

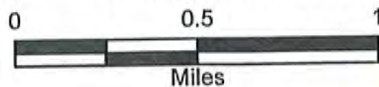
MULVANE MAINTENANCE SKETCH

SEDGWICK AND SUMNER COUNTY

T.29-30 S R.1-2 E



Kansas street centerlines and city limits are provided by the Kansas 911 Coordinating Council in cooperation with Kansas Public Safety Answering Points (PSAPs). The inclusion of this data adheres to Kansas NG911 GIS data usage agreements and terms.



Lanes
 — 2
 — 4
 County

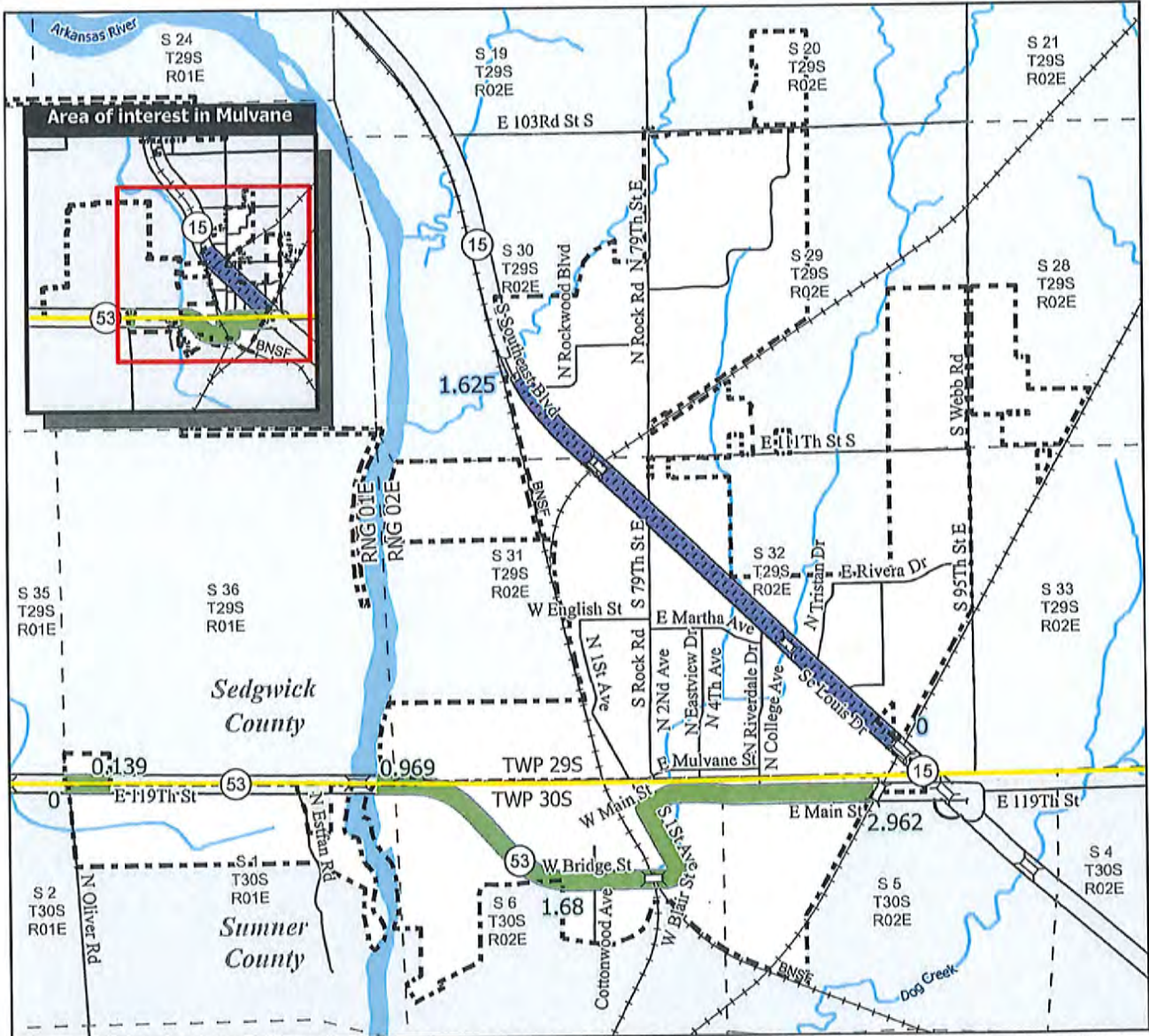
- State Bridge
- Municipal Boundary
- Section
- Maintenance Responsibility**
- State of Kansas (KDOT)
- City



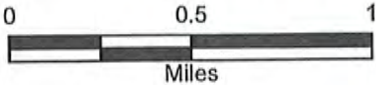
MULVANE

SEDGWICK AND SUMNER COUNTY

T.29-30 S R.1-2 E



Kansas street centerlines and city limits are provided by the Kansas 911 Coordinating Council in cooperation with Kansas Public Safety Answering Points (PSAPs). The inclusion of this data adheres to Kansas NG911 GIS data usage agreements and terms.



- State Bridge
- Municipal Boundary
- Section



Lanes

- 2
- 4

County

City Connecting Link Mileage

- K-15.....1.625
- K-53.....2.133

KANSAS DEPARTMENT OF TRANSPORTATION

District No. 5

City Mulvane

County Sumner-096

COMPUTATION OF CITY CONNECTING LINK PAYMENT TO CITY -- Select --

Total Lane Miles	10.764
Total Lane Miles maintained by Secretary of Transportation pursuant to City Connection Link Maintenance Agreement No. <u>5-52</u>	1.700
Total Lane Miles maintained by Secretary of Transportation pursuant to Maintenance Agreement for Fully Access Controlled City Connection Link No. _____	
Total Lane Miles maintained by City	9.064

The attached map(s) indicate maintenance responsibility.

Pursuant to the provision of K.S.A. 68-416, and amendments thereto, the city shall be paid quarterly for the maintenance of city connecting links on the following basis:

Total Lane Miles <u>9.064</u>	
At <u>\$ 5,000.00</u> per Traffic Lane Mile =	\$ 45,320.00
Total Annual Payment	\$ 45,320.00
Quarterly Payment	\$ 11,330.00
Effective Date will be <u>12/01/2024</u>	

RECOMMENDED: _____
District Engineer

 Date

APPROVED: SECRETARY OF TRANSPORTATION

By: _____

 Date

Title: _____

Distribution:

- Bureau of Fiscal Services (Original)
- Bureau of Maintenance
- District Office
- Area /Metro Engineer
- City

Email Notification:

- Bureau of Transportation Planning
- Bureau of Traffic Engineering
- Bureau of Local Projects
- Bureau of Design

**KANSAS DEPARTMENT OF TRANSPORTATION
CITY CONNECTING LINK MAINTENANCE AGREEMENT
(Kansas Department of Transportation Maintains Designated Routes)**

This Agreement is made between the Secretary of Transportation of the State of Kansas, hereinafter referred to as Secretary, and the City of Mulvane, Kansas, hereinafter referred to as City.

1. In accordance with the provisions of K.S.A. 68-416 and agreements thereto including all documents attached and incorporated herein, the Secretary agrees to maintain the following described streets designated as city connecting links on the State highway system, in lieu of payment to the City.

Route Number	DESCRIPTION	Number of Lanes	*Route Miles	*Lane Miles
K053	From 0.010 Miles W of intersection with N OLIVER RD to 0.129 Miles E of intersection with N OLIVER RD. From 0.246 Miles E of intersection with N ESTFAN RD to 0.074 Miles W of intersection with COTTONWOOD AVE.	2	0.850	1.700
				0.000
				0.000
				0.000
				0.000
				0.000
				0.000
				0.000

*In computing net mileage where routes overlap, use mileage of one route only.		Total Route Miles	0.850
Distribution:	Email Notification:	Two Lane	1.700
Bureau of Fiscal Services (Original)	Bureau of Road Design	Four Lane	0.000
Bureau of Maintenance	Bureau of Local Projects	Five Lane	0.000
District Office	Bureau of Traffic Engineering	Six Lane	0.000
Area Engineer	Bureau of Transportation Planning	Seven Lane	0.000
Metro Engineer		Eight Lane	0.000
City		TOTAL	1.700
Note - Available on Internet			

CITY CONNECTING LINK MAINTENANCE AGREEMENT

2. City shall be responsible for the following:

- 2.1 Installation and maintenance of parking meters, pavement and pavement markings for parking lanes.
- 2.2 Maintenance of sidewalks and ramps except on structures.
- 2.3 Snow removal on all sidewalks, including sidewalks on structures.
- 2.4 Installation and maintenance of street illumination systems.
- 2.5 Maintenance of electronic traffic control devices, (i.e. traffic signal, school speed limit sign assemblies, and other).
- 2.6 Maintenance of enclosed lengths of storm drainage systems and associated inlets.
- 2.7 Snow removal where parking is permitted.
- 2.8 Signs and marking for pedestrian and school crosswalks.
- 2.9 Local directional signs, street signs, parking/no parking signs.
- 2.10 Mowing.
- 2.11 Maintenance of open ditches.
- 2.12 Maintenance of entrance and side street drainage structures and surfacing of entrances and side streets.
- 2.13 Maintenance of curb and gutter.
- 2.14 City streets and pavement that is outside of the city connecting link travel way (turning lanes, curb/radius return or area outside of the travel way) defined by an extension of the edge of the city connecting link travel way (white edge line, or front face of curb and gutter) through the intersection.
- 2.15 Additional Maintenance

No Additional Maintenance Items

3. Maintenance obligations under this agreement do not include major bridge repair for which the SECRETARY and the CITY may enter into a separate agreement. Major bridge repair shall mean:

- 3.1 Major Deck Repair
- 3.2 Girder Repair
- 3.3 Abutment Repair
- 3.4 Pier Repair
- 3.5 Bridge Painting

4. This City Connecting Link Maintenance Agreement shall be in addition to the most recent Maintenance Agreement for Full Access Controlled City Connecting Links, if there is such an agreement, pursuant to K.S.A. 68-416a and shall supersede and terminate any previously existing City Connecting Link Maintenance Agreement.

5. This Agreement may be terminated by execution of a new City Connecting Link Maintenance Agreement.

6. This Agreement may be supplemented, amended or modified only by mutual written agreement of the parties.

7. By entering into this Agreement, the SECRETARY does not waive or alter rights granted by any statute or agreement with the CITY to approve the installation of traffic control devices, entrances and parking lanes, or any other right granted by statute or agreement concerning the city connecting links covered by this Agreement.

CITY CONNECTING LINK MAINTENANCE AGREEMENT

- 8. The 2 map(s) attached hereto showing the maintenance responsibilities of the parties, is (are) hereby fully incorporated in and made a part of this Agreement.
9. For purposes of this Agreement, the following lanes are designated as parking lanes:

[X] No Parking lanes designated

[Empty rectangular box for listing parking lanes]

10. It is further understood that this Agreement in addition to any Maintenance Agreement for Fully Access Controlled City Connecting Links shall be binding upon the Secretary and the City, and their successors or assigns in office.

This Agreement will become effective the 1st day of September 20 24 .

SECRETARY OF TRANSPORTATION

By: _____ Date
Title: _____

CITY: City of Mulvane, Kansas

Attest:

City Clerk Mayor Date



RECOMMENDED

District Engineer

Chief, Bureau of Maintenance

CITY COUNCIL MEETING
November 4th, 2024

TO: Mayor and City Council

SUBJECT: Power Poles

FROM: Melissa Hudson – Utilities and Public Works Purchasing Agent

ACTION: Approve purchase of power poles

Background:

To maintain a quality electric distribution system, distribution power poles must be inspected periodically for pole rot, cracks and other incidental damage. Power poles have an average life span of forty years. Power poles found to be defective are replaced with new power poles. As a part of our utility maintenance program, this is done annually. Approximately, 20-25 power poles are currently being replaced every year. The most common pole used in our electric distribution system is 40 to 45 feet in length.

Analysis:

At this time, power poles need to be purchased to keep our inventory at a set minimum. Current inventory of poles is low and need to be replenished. Depending on field applications we need multiple size power poles. Bids have been acquired for your consideration.

- 30’ Class 3 7 each
- 35’ Class 3 9 each
- 40’ Class 2 6 each
- 45’ Class 2 2 each
- 50’ Class 2 2 each
- 55’ Class 2 6 each

Bids were received from:

<u>Stanion</u>	<u>Bridgewell</u>	<u>Stella-Jones</u>
\$20,227.00	\$20,454.00	\$19,539.98
<u>+\$2,041.53 tax</u>	<u>+\$1,738.59 tax</u>	<u>+\$1,660.90 tax</u>
\$22,268.53	\$22,192.59	\$21,200.88

Financial Consideration:

Funds from Electric Distribution 511-10-548 Line Expense.
Procurement Policy standards have been met with this purchase.

Action:

Motion to accept the low bid from Stella-Jones for a purchase amount of \$21,200.88 including freight and self unload.



ORDER CONFIRMATION

Date: 2024-10-24 11:04

KAC

PLEASE REMIT TO

Stella-Jones Corporation
Dept CH 19535

OUR ORDER NO. 24328	YOUR ORDER NO. 082325	REQUISITION NO.	CUSTOMER NO. MULVANE	ORDER DATE DAY MO. YR 23 Oct 24
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SOLD TO CITY OF MULVANE
211 N 2ND AVE
MULVANE KS 67110
UNITED STATES

SHIP TO CITY OF MULVANE
1402 UTILITY PARK DRIVE
MULVANE KS 67110
UNITED STATES

Tel: 316-777-9514 Fax:

PREPAID

FROM RSN RSN RISON PLANT Memo:	VIA Self Loader Trk	F.O.B. MULVANE	STATE KS	FREIGHT
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DESCRIPTION	PRICE	QUANTITY	AMOUNT
SPEC: RUS SPECIFICATION #1728F-700 SEPTEMBER 2021 DATED NOVEMBER 19,2021 FRAMING: M20A SPLIT WQC OR LEE INSPECTION CONTACT MELISSA HUDSON @ 316-777-0191 AT LEAST 24HRS B4 DELIVERY			
10DY0030CL03D060 30/3 SYP PENTA/DCOI F/L	348.52	7 EACH	2,439.64
10DY0035CL03D060 35/3 SYP PENTA/DCOI F/L	445.66	9 EACH	4,010.94
10DY0040CL02D060 40/2 SYP PENTA/DCOI F/L	554.82	6 EACH	3,328.92
10DY0045CL02D060 45/2 SYP PENTA/DCOI F/L	772.14	2 EACH	1,544.28
10DY0050CL02D060 50/2 SYP PENTA/DCOI F/L	914.36	2 EACH	1,828.72
10DY0055CL02D060 55/2 SYP PENTA/DCOI F/L	1,064.58	6 EACH	6,387.48
KS State Tax	1,270.10		
KS County Tax	195.40		
TOTAL VOLUME LEFT TO SHIP:	885.90	TOTAL WEIGHT 44,295	SUB TOTAL 19,539.98

TERMS Dustin Brown NET 30	DAYS 30	SHIP DATE 30 Oct 24	ADDITIONAL TAXES 0.00	STATE TAX 1,465.50	TOTAL AMOUNT 21,005.48
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CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or County of _____

MULVANE

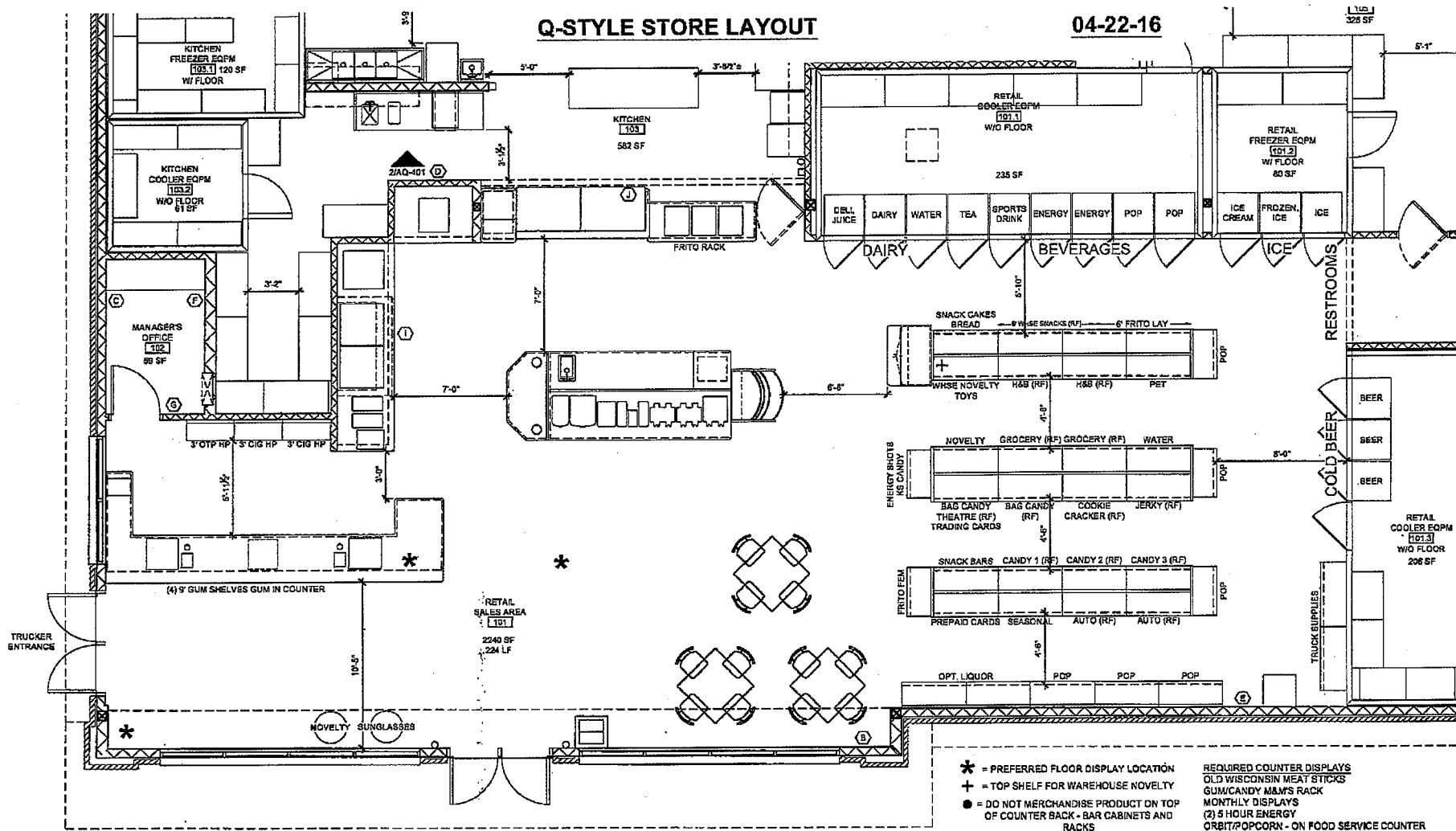
SECTION 1 - LICENSE TYPE			
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.			
SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required):		004-201025921F-01	
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)			
Name of Corporation CASEY'S RETAIL COMPANY		FEIN 20-1025921	
Corporation Street Address ONE SE CONVENIENCE BLVD		Corporation City ANKENY	State IA Zip Code 60021
Date of Incorporation 04/14/04		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name UNITED AGENT GROUP, INC		Phone No. (581)-508-5033	
Residence Street Address 4601 E. DOUGLAS AVENUE #700		City WICHITA	State KS Zip Code 67218
SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name CASEY'S #2958		Name CASEY'S RETAIL COMPANY, ATTN: BECKY PETERSON	
Business Location Address 101 E PLAZA LN		Address 1 SE CONVENIENCE BLVD	
City MULVANE, KS 67110	State KS Zip	City ANKENY, IA 50021	State IA Zip
Email Address(s) Please separate values with a comma. BECKY.PETERSON@CASEYS.COM OR LICENSINGTEAM@CASEYS.COM			
Business Phone No. 316-392-2094		<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) CASEY'S RETAIL COMPANY			
SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
<small>List each person and their spouse, if applicable. Attach additional pages if necessary.</small>			
NO PERSONS INDIVIDUALLY OR IN AGGREGATE OWN 25% OR MORE OF CORPORATE STOCK			
Name		Position	Date of Birth
Residence Street Address		City	State Zip Code
Spouse Name		Position	Date of Birth
Residence Street Address		City	State Zip Code
Name		Position	Date of Birth
Residence Street Address		City	State Zip Code
Spouse Name		Position	Age
Residence Street Address		City	State Zip Code
Name		Position	Date of Birth
Residence Street Address		City	State Zip Code
Spouse Name		Position	Age
Residence Street Address		City	State Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION		
My place of business or special event will be conducted by a manager or agent.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name TIAGO COELHO	Phone No. 515-601-6311	Date of Birth 09-05-1982
Residence Street Address 2420 N LAKESIDE DR	City and State ANDOVER, KS	Zip Code 67002
Manager or Agent Spousal Information*		
Spouse Name N/A	Phone No.	Date of Birth
Residence Street Address	City and State	Zip Code
SECTION 6 – QUALIFICATIONS FOR LICENSURE		
<i>Applies to each partner or member of a firm or association AND their spouses*. Enter lowest residency length number**.</i>		
Are all persons identified in Sections 4 & 5 Citizens of the United States*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is the person identified in Section 5 currently a resident of Kansas*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
All persons identified in Sections 4 & 5 are at least 21 years old**?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
All persons in Sections 4 & 5 have been a Kansas resident for at least 2+ years prior to submitting this application.**		
Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the spouse of any partner or member ever been convicted of any of the crimes identified in Section 6 during the time the partner or member held a CMB license?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
SECTION 7 – DURATION OF SPECIAL EVENT		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 8 on the next page.

Q-STYLE STORE LAYOUT

04-22-16



CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or County of Mulvane

SECTION 1 - LICENSE TYPE			
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.			
SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required):		004-451283780F-01	
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)			
Name of Corporation Jump Start Stores Inc		FEIN 45-1283780	
Corporation Street Address 1425 E Douglas Suite 300		Corporation City Wichita	State Ks
Date of Incorporation 3-30-2011		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name John H Mitchelson		Phone No. 1-820-231-4650	
Residence Street Address 319-N Broadway		City Plattsburg	State Ks
Zip Code 66762			
SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name Jump Start Stores #20		Name Jump Start Stores Inc	
Business Location Address 1228 SE Louls Blvd		Address 1425 E Douglas Sutle 300	
City Mulvane, Kansas 67110		City Wichita, Kansas 67211	
State Ks		State Ks	
Zip 67110		Zip 67211	
Email Address(es) Please separate values with a comma. kjohanson@jumpstartstores.com			
Business Phone No. 316-788-2882 Ext 101 or 316-977-9711		<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) Cheryl A (Werth) Near JS-20 Mulvane LLC			
SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name Cheryl A (Werth) Near		Position Owner	
Residence Street Address 2715 E Flint Hills National Pkwy		Date of Birth 4/08/1960	
City Andover		State Ks	
Zip Code 67002		Date of Birth 6/17/63	
Spouse Name Phillip L Near		Position Vice President	
Residence Street Address 2715 E Flint Hills National Pkwy		Date of Birth 6/17/63	
City Andover		State Ks	
Zip Code 67002		Date of Birth	
Name		Position	
Residence Street Address		Date of Birth	
City		State	
Zip Code		Age	
Spouse Name		Position	
Residence Street Address		Date of Birth	
City		State	
Zip Code		Age	
Name		Position	
Residence Street Address		Date of Birth	
City		State	
Zip Code		Age	
Spouse Name		Position	
Residence Street Address		Date of Birth	
City		State	
Zip Code		Age	

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)

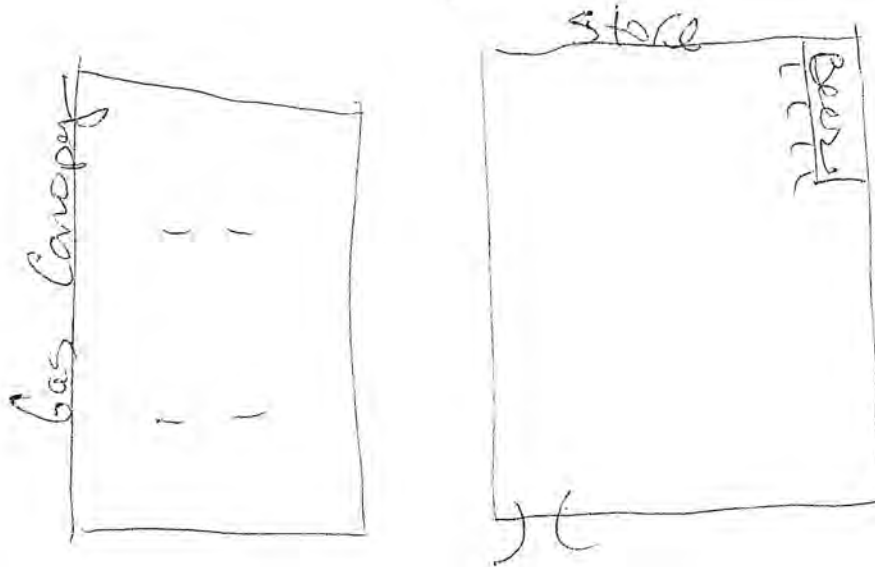
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
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Residence Street Address	City	State	Zip Code
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Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION		
My place of business or special event will be conducted by a manager or agent.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name Jacob T Schmidt	Phone No. 316-990-3179	Date of Birth 12/02/1992
Residence Street Address 220 S Lincoln	City and State Belle Plain	Zip Code 67013
Manager or Agent Spousal Information*		
Spouse Name N/A	Phone No.	Date of Birth
Residence Street Address	City and State	Zip Code
SECTION 6 – QUALIFICATIONS FOR LICENSURE		
Applies to each partner or member of a firm or association AND their spouses*. Enter lowest residency length number**		
Are all persons identified in Sections 4 & 5 Citizens of the United States*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is the person identified in Section 5 currently a resident of Kansas*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
All persons identified in Sections 4 & 5 are at least 21 years old*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
All persons in Sections 4 & 5 have been a Kansas resident for at least 31 years prior to submitting this application.**		
Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the spouse of any partner or member ever been convicted of any of the crimes identified in Section 6 during the time the partner or member held a CMB license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SECTION 7 – DURATION OF SPECIAL EVENT		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: 8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE Travis Under DATE 10-16-24

FOR CITY/COUNTY OFFICE USE ONLY:

License Fee Received Amount \$ 50.00 Date 10-21-24
 (\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

\$25 CMB Stamp Fee Received Date 10-21-24

Background Investigation Completed Date _____ Qualified Disqualified

Verified applicant has registered with the TTB as an Alcohol Dealer

New License Approved Valid From Date _____ to _____ By: _____

License Renewed Valid From Date _____ to _____ By: _____

Special Event Permit Approved Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* Applicant's spouse is not required to meet citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

Clear Form

APPLICATION FOR LICENSE FOR SALE OF LIQUOR
CALENDAR YEARS 2025 AND 2026

The City of Mulvane, Sedgwick & Sumner Counties, Kansas) ss:
The State of Kansas:

Application for: _____ Class 'A' Club (\$500) _____ Drinking Establishment (\$500)
_____ Class 'B' Club (\$500) _____ Farm Winery (\$600)
_____ General Retail (\$600)

TO THE MAYOR AND CITY COUNCIL:

I hereby apply for a license for sale of liquor within the corporate limits of the City, in compliance with all applicable Federal, State and Local laws, Rules and Regulations, as amended.

In support of this application, I submit the following statements under oath or affirmation under the pains and penalties of perjury:

1. NAME OF PERSON/ENTITY TO WHOM STATE LICENSE ISSUED:
(A copy of your current Kansas Liquor License must be attached.)
Farber Mottola LLC

STATE LICENSE NUMBER:
5497

2. STREET ADDRESS OF PREMISES TO BE LICENSED:
216 W. Main St

DESCRIPTION OF STRUCTURE OF PREMISES:
(Block, composite, wood, etc.)
Block & wood

3. NAME UNDER WHICH BUSINESS CONDUCTED:
(State whether a corporation, partnership, limited liability company or sole proprietorship)
Farber Mottola LLC dba Luciano's

NAME OF INDIVIDUAL/APPLICANT:
Nancy Farber Mottola
Age 53 Date of Birth 3/20/1971 Place of Birth Wellington, KS
Length of Residence in Kansas: 10+ in County Sumner
Sedgewick

NAME AND ADDRESS OF OTHER OWNER(S):
(Use space on reverse side, if necessary)
Luciano Mottola P.O. Box 234, Mulvane KS 67110

THE LICENSE FEE MUST ACCOMPANY THIS APPLICATION

APPLICANT MUST SUBMIT FINGERPRINTS TO THE CHIEF OF POLICE

Applicant Nancy Farber Mottola of lawful age, being first duly sworn upon oath, deposes and states that s/he hereby agrees to comply with all applicable Federal, State and Local laws, rules and regulations provided for from time to time in connection with the business described above. Applicant understands that violation(s) of applicable laws, rules and regulations constitute grounds for revocation of any license issued hereunder. Applicant further states that s/he has read the above to be true, correct and complete to the best of her/his information, knowledge, and belief.

SO HELP ME GOD.



Nancy Farber Mottola
SIGNATURE OF APPLICANT

SUBSCRIBED AND SWORN to before me this 30 day of October, 2024

Sherry Johnson
NOTARY PUBLIC

My Commission Expires: June 3, 2027

**Kansas Alcoholic Beverage Control Division
Liquor License**

Drinking Establishment/Caterer

**OWNER NAME: Farber Mottola LLC
DBA: Lucianos
ADDRESS: 216 W Main Street
Mulvane, KS 67110**

LICENSE NO: 5497

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

PRIVILEGES:

Allows the licensee to sell and serve alcoholic liquor and cereal malt beverage for consumption on licensed premises; serve free samples of alcoholic liquor and cereal malt beverage on the licensed premises; redeem drink coupons on the licensed premises in arrangement with a hotel; sell and serve alcoholic liquor and cereal malt beverage for consumption on unlicensed premises for limited durations at catered events and other activities as authorized by K.S.A. 41-2644.

AGREEMENT:

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.

Debbi Beavers

Debbi Beavers
Director, Alcoholic Beverage Control

Mark A. Burghart

Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 09/19/2024

EXPIRES: 09/18/2026

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7016 or email Kdor_abc.licensing@ks.gov if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.gov/abccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email Kdor_miscellaneous.tax@ks.gov if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

CLOSING YOUR BUSINESS

If you are closing your business, you must surrender your liquor license and complete the form at <https://www.ksrevenue.gov/pdf/abc624.pdf>