

MULVANE CITY COUNCIL  
REGULAR MEETING AGENDA  
Monday November 18, 2024

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Call Regular Meeting to Order	
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated November 4, 2024	2-7
Correspondence	
Public Comments (State Name and Address – 5 minutes)	
Appointments, Awards and Citations	
<b>OLD BUSINESS:</b>	
1. Review Employee Opinion Survey – Isabel Ebersole	8-158
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1. Payroll dated 11/8/24 - \$237,323.98	
2. Warrant Register for October - \$1,086,600.66	
3. Purchase of Ferric Chloride from Brenntag for WWTP - \$12,850.00	
4. Liquor License for Wyldewood Cellars	
5. Annual Flock Cam Renewal - \$12,000.00	
6. McCullough Excavation – Pay Application #4 – Harvest Point - \$276,511.50	
<b>ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:</b>	
No Council Workshop for November	
Next City Council Meeting – Monday, December 2, 2024 – 6:00 p.m.	
City Christmas Party – Friday, December 13, 2024 – 6:30 p.m. at the Kansas Star Casino	

**ADJOURNMENT:**

**MULVANE CITY COUNCIL  
REGULAR MEETING MINUTES**

November 4, 2024

6:00 p.m.

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

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

**OTHERS PRESENT:** Austin St. John, Debra Parker, J. T. Klaus, Chris Young, Joel Pile, Gordon Fell, Mike Robinson, Amber Roper, Sally Tatro, Toby Kuhn, Patricia Ponder, Cheryl Couch, Aaron Lonergan, Don Gish, Jonna Gish, Krystal Decker, Milt Bivens, Dottie Bivens, and other interest 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 Gerber to approve the Regular meeting minutes dated October 21, 2024.

MOTION approved unanimously.

**CORRESPONDENCE:** Councilmember Leeds received an inquiry regarding a customer paying their utility bill through their bank and the payment taking several days for the City to post. City Clerk, Debra Parker, explained that if a customer pays their utility bill through their bank, that it goes to a payment processing center and a physical check is issued. The check may take up to 10 days to process and mail before the City receives payment. The customer's bank account shows the payment, but the City must wait on the check. Parker indicated that the customer may wish to sign up for ACH. This is a free service which will draft the customer's account on the 5<sup>th</sup> due date each month.

**PUBLIC COMMENTS:** None

**APPOINTMENTS, AWARDS AND CITATIONS:**

**1. 15 Year Service Award – Amber Roper:**

Mayor Allen presented Municipal Court Clerk, Amber Roper, with a 15-year service award and thanked her for her service.

**OLD BUSINESS**

**1. Discuss Letter to County Commission Regarding PUD:**

At the City Council meeting on October 7<sup>th</sup> and October 21<sup>st</sup>, 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 13<sup>th</sup>.

The City Council discussed if they wished to provide a letter to the County Commission either for or against the rezoning or make no recommendation. City Attorney, J.T. Klaus, explained that any letter would need to be based on the factors involved. It was indicated that safety was still a concern. The owner of the property, Aaron Lonergan, advised that he is still working on obtaining a second access to the property, and had plans to request annexation.

There was no recommendation or motion from the council.

## **NEW BUSINESS**

### **1. 2025 Insurance Benefit Renewal:**

USI Employee Benefits Consultant, Sally Tatro, reviewed this item with the council. In 2024, the city renewed its medical plan with Blue Cross Blue Shield (BCBS) with a 9.9% decrease for a partially self-funded plan. The 2024 BCBS fully insured plan would have been a 5.1% increase.

The City budgeted for a 15% increase in health insurance premiums for 2025. The Department Heads make up the Health and Safety Committee and have discussed renewal options and recommendations with USI.

Tatro explained that BCBS develops rates for fully insured plans differently than partially self-funded plans. BCBS 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. Delta Dental will have a slight increase of 2.75%, and Surency Vision rates will remain the same for 2025.

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. For employees enrolled in the city's medical plan, the city contributes \$1,000 for singles and \$1,500 for employees with dependents, into a Health Reimbursement Account.

City staff looked 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.

City staff along with USI, are recommending that the city renew the employee health insurance plan with Blue Cross Blue Shield (Fully Insured), 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 by Leeds, second by Huntley to approve the 2025 Benefit renewal with Blue Cross Blue Shield, Delta Dental, Surency, and Mutual of Omaha as recommended by the City's Health and Safety Committee and Benefit Consultant effective January 1, 2025.

MOTION approved unanimously.

## **2. KDHE Illegal Dump Program:**

Environmental Compliance Specialist with KDHE, Toby Kuhn, presented this item to the council. 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. This program cleans up 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.

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. The City of Mulvane would be required to pay the tire recycler with KDHE reimbursing those costs.

The City Council discussed providing resources and funds for a project outside the City limits. City Attorney, J.T. Klaus, advised that this is taxpayers' dollars, and the council would need to have justification in order to spend money outside the City limits. The City has no code enforcement for the area, and this should be the responsibility of Sumner Co. Kuhn advised that Sumner County requested that he ask the City of Mulvane for assistance. If the City does not wish to participate, Kuhn will go back to Sumner Co.

After much discussion, the City Council felt that there is justification to help since this would become a health and safety issue for the City if the tires were to catch on fire, and felt the cost to the City would be minimal.

MOTION by Leeds, second by Leach 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.

MOTION approved unanimously.

**3. Augusta Water Prepay Agreement:**

City Administrator, Austin St. John, reviewed this item with the council. In September 2024, the City of Augusta water transmission pipeline which supplies water to the City of Mulvane ruptured under the Walnut River. Augusta received an estimate from Nowak Construction for \$213,190 to repair the pipeline. The City of Augusta is requesting monetary assistance of \$100,000 from the City of Mulvane to help with the repair of the pipeline. This agreement will be a prepayment of the City’s water bill from Augusta with a monthly discount and includes 2.99% interest. Augusta shall charge Mulvane only for water actually delivered during the Delivery Period which extends from November 15, 2024, through January 1, 2026, and shall apply the Monthly Discount during the Delivery Period.

MOTION by Huntley, second by Leeds to approve the Water Prepay Agreement with the City of Augusta, with the Mayor to sign.

MOTION approved 4 – 1 with Leach opposed.

**4. Emerald Valley 2<sup>nd</sup> Addition:**

City Attorney, J. T. Klaus, reviewed this item with the council. The City received two amended petitions and an amended Developers Agreement for the Emerald Valley 2<sup>nd</sup> Addition. The amended petitions reflect an increase in the Sanitary Sewer Improvements, and a decrease in the Water Improvements. Bond Counsel has prepared an amending resolution of advisability and an amending work ordinance. Suburban Land Development, LLC must submit a supplemental letter of credit in the amount of \$17,245 before any construction contracts are approved.

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.

MOTION by Huntley, second by Westfall to accept the two amended petitions for the Emerald Valley Second Water Line Improvements and Emerald Valley Second Sewer Improvements.

MOTION approved unanimously.

MOTION by Huntley, second by Gerber to approve the amended Developer’s Agreement and authorize the Mayor to sign.

MOTION approved unanimously.

MOTION by Huntley, second by Leach 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.

MOTION approved unanimously.

RESOLUTION NO. 2024-12

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

MOTION by Huntley, second by Leeds 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.

MOTION approved unanimously.

ORDINANCE NO. 1593

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

**ENGINEER**

**1. 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 bids. An additional week to prepare bids has been requested. An addendum will be issued extending the bid date to November 14<sup>th</sup>. Phase 2 Warranty Work to repair a portion of First St. is ready to begin.

Phase 1 Harvest Point Addition Infrastructure – The Contractor has completed sanitary sewer installations and is working on storm sewer installations. Bids for Street Improvements are scheduled for November 21<sup>st</sup>.

**CITY STAFF**

**City Clerk:**

**1. KPP Energy Voting Delegates:** The KPP Energy Annual Members Meeting is December 13, 2024. Voting delegates for the meeting need to be selected by the member city’s governing body.

MOTION by Leeds, second by Huntley 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.

MOTION approved unanimously.

MOTION by Leeds, second by Westfall to appoint Bill Reekie as the second alternate voting delegate at the KPP Energy Annual Member Meeting.

MOTION approved unanimously.

**City Administrator:** None

**City Attorney:**

**1. Executive Session:** City Attorney, J.T. Klaus, requested an Executive Session for a period of fifteen (15) minutes to discuss matters pertaining to land acquisition.

MOTION by Leeds, second by Leach, to recess this meeting to an Executive Session to discuss matters pertaining to the acquisition of real property pursuant to K.S.A. 75-4319(b)(6) for the purpose of discussing the acquisition of land for a period not to exceed fifteen (15) minutes and to reconvene at approximately 7:35 p.m. to include the Mayor, City Council, City Administrator, and the City Attorney.

MOTION approved unanimously at 7:20 p.m.

MOTION by Gerber, second by Leach to reconvene the City Council meeting.

MOTION approved unanimously at 7:35 p.m.

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

**CONSENT AGENDA ITEMS:**

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

1. Payroll Dated 10/25/24 - \$243,849.83
2. City Utility Bills for September - \$17,360.73
3. Library Collection Items - \$11,000.00
4. Connecting Link Agreement.
5. Purchase of Utility Poles from Stella-Jones Corp. - \$21,200.88
6. CMB License renewals for Casey's and Jump Start.
7. Liquor License Renewal for Farber Mottola LLC dba Luciano's.

MOTION approved unanimously.

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

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

**ADJOURNMENT:**

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

MOTION approved unanimously at 7:39 p.m.

Minutes by:

Debra M. Parker, City Clerk

Minutes approved by the City Council \_\_\_\_\_.

November 18, 2024

TO: Mayor and Council  
FR: HR Director – Lachelle Tootle  
RE: Employee Survey  
ACTION: Information provided from WSU

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**Background:**

On 5/20/24 the council approved the proposal from Wichita State University Public Policy and Management Center to create and administer an employee opinion survey. On 7/1/24 the council approved the agreement with WSU.

The goal of the employee survey is to gauge employee satisfaction and to identify any issues there may be, in an effort to find solutions if needed. On 9/16/24 the council approved the employee survey questionnaire. The survey went out to employees on 9/27/24 and closed on 10/8/24. A total of 70 employees participated in the survey.

*Progress to date*

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

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

**Project Management Team**

Andrea Robinson [arobinson@mulvane.us](mailto:arobinson@mulvane.us)  
 Jason Mundell [JMundell@mulvane.us](mailto:JMundell@mulvane.us)  
 Brian Bradshaw [bbradshaw@mulvane.us](mailto:bbradshaw@mulvane.us)  
 Lachelle Tootle [ltootle@mulvane.us](mailto:ltootle@mulvane.us)  
 Brian Cunningham [bcunningham@mulvane.us](mailto:bcunningham@mulvane.us)

**Department**

Dispatch  
 PT Fire  
 Wastewater  
 Human Resources  
 Public Works

The employee survey project management teams main tasks are:

1. Help coordinate the focus groups. (Focus groups completed on 8/12 and 8/13)
2. Provide information/insight in development of the survey. The questions asked in the survey were from findings during the City of Mulvane employee focus groups.
3. Provide feedback on results (make sure WSU is providing the information expected and catch anything that needs to be worded differently or clarified).

**Legal Considerations:**

As per the City Attorney

**Financial Considerations:**

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

**Recommendation:**

Information Provided from WSU



**PUBLIC POLICY & MANAGEMENT CENTER**

# Employee Opinion Survey Report

City of Mulvane | City Council | November 18, 2024

# Background & Method

## Purpose

- Learn about employee opinions
- Identify specific areas for improvement

## Process

- Focus groups (5)
- Survey (75% response)

## Final Report

- Findings
- 4 goals
- 12 recommendations

# Focus Group Themes

# Focus Group Themes

## Trust & Camaraderie

- Varied trust levels
- Support systems

## Departmental Differences & Division

- Lack of interdepartmental knowledge
- Perceived inequities
- Policy impact

## Financial Concerns

- Budget mismanagement
- Lack of transparency

# Focus Group Themes

## Compensation & Benefits

- Appreciation & benefits
- Vacation inequities
- Insurance

## Communication Issues

- Secretive culture
- Access to information
- Need for proactive communication & transparency

## Leadership Challenges

- New leadership
- Hiring processes

# Focus Group Themes

## Supervisors' Struggles

- Training and support
- Hiring difficulties
- Communication breakdowns

## Making Change

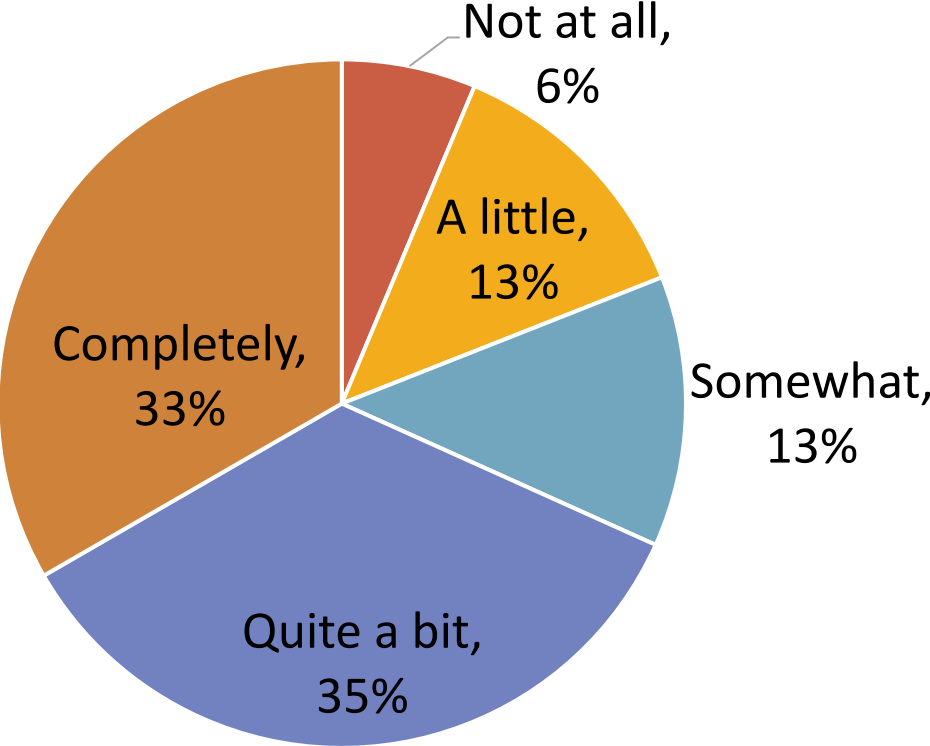
- Reception of ideas

# Survey Findings

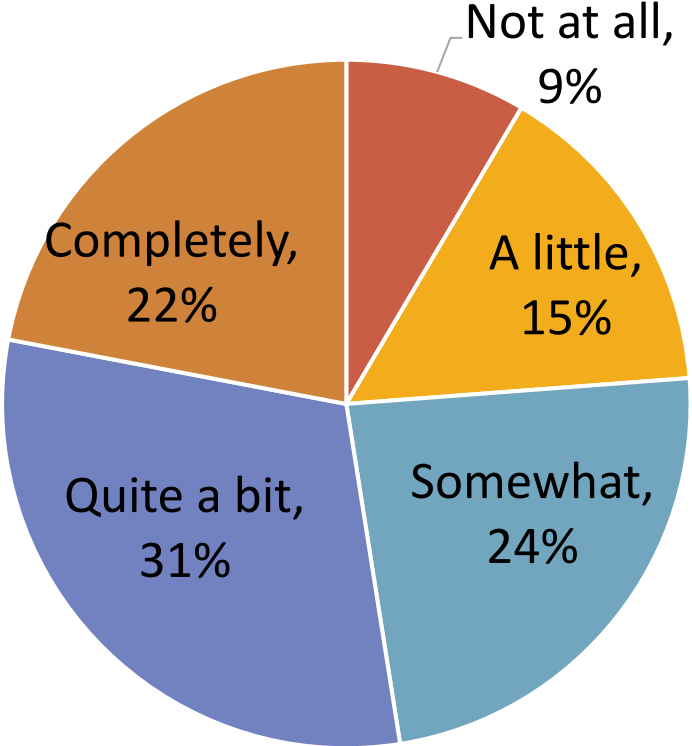
75% response rate

# Trust in Leadership and Their Skills

## Trust in Immediate Supervisor

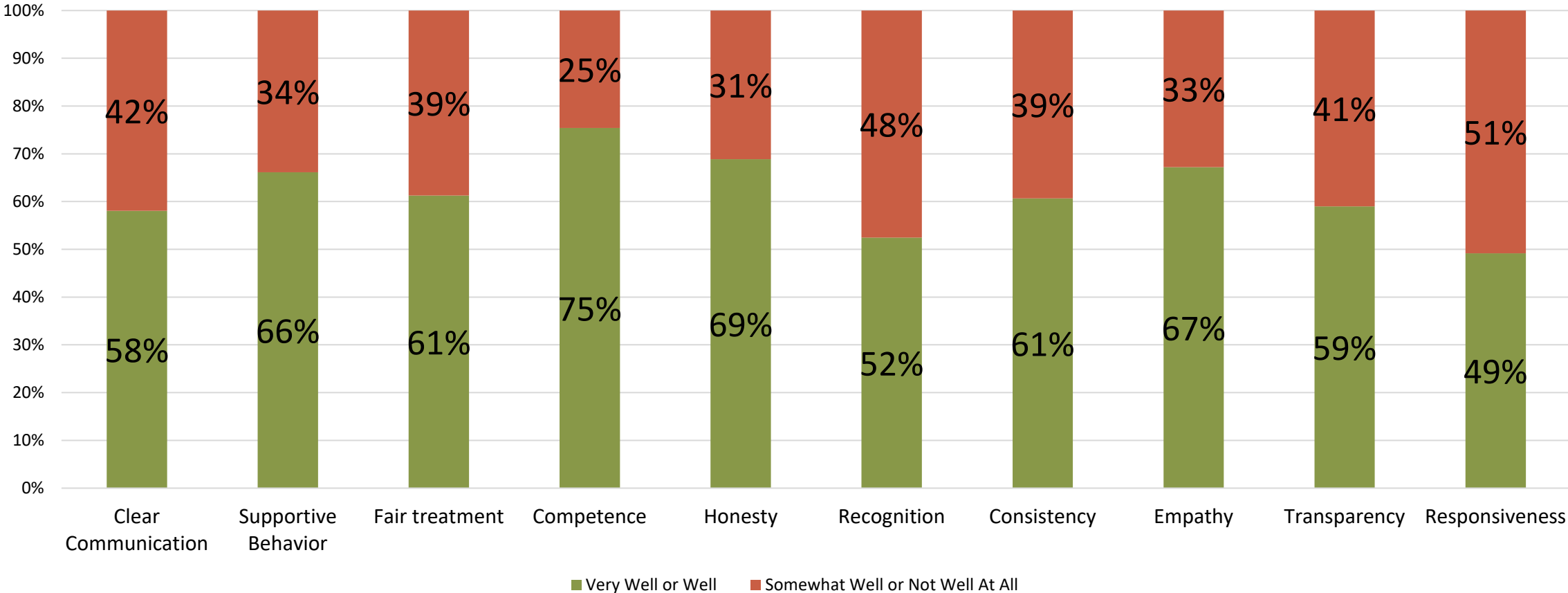


## Trust in Department Head

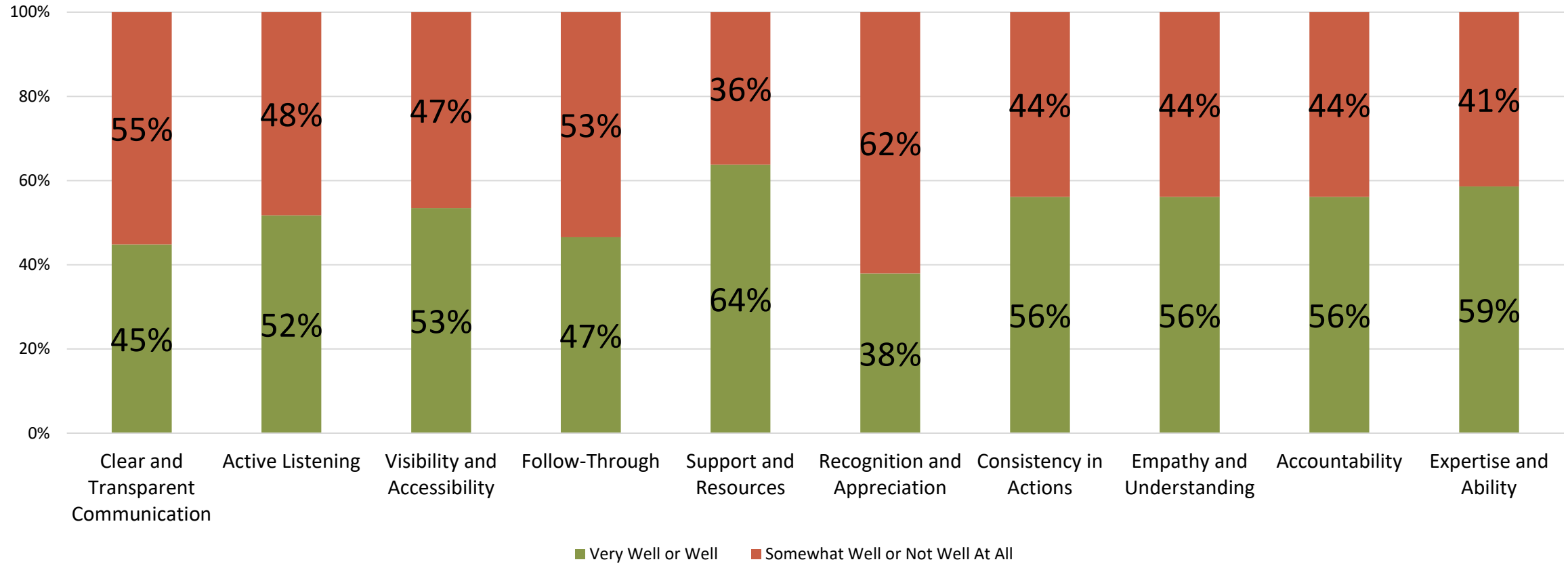




# Immediate Supervisor Ratings



# Department Head Ratings



# City Administrator

Somewhat well or not well at all ratings:

- Visibility and accessibility (80 percent)
- Expertise and ability (64 percent)
- Policy development (63 percent)
- Community engagement (58 percent)
- Planning (56 percent)

# Work-Life Balance

	Agree	Disagree
<b>My workload is manageable.</b>	88%	12%
<b>I am encouraged to take time off when needed (vacation, sick and personal days).</b>	80%	20%
<b>My current supervisor is supportive of my life commitments and needs.</b>	90%	10%
<b>My current supervisor provides resources and support for managing work-related stress.</b>	70%	30%

# Employee Support

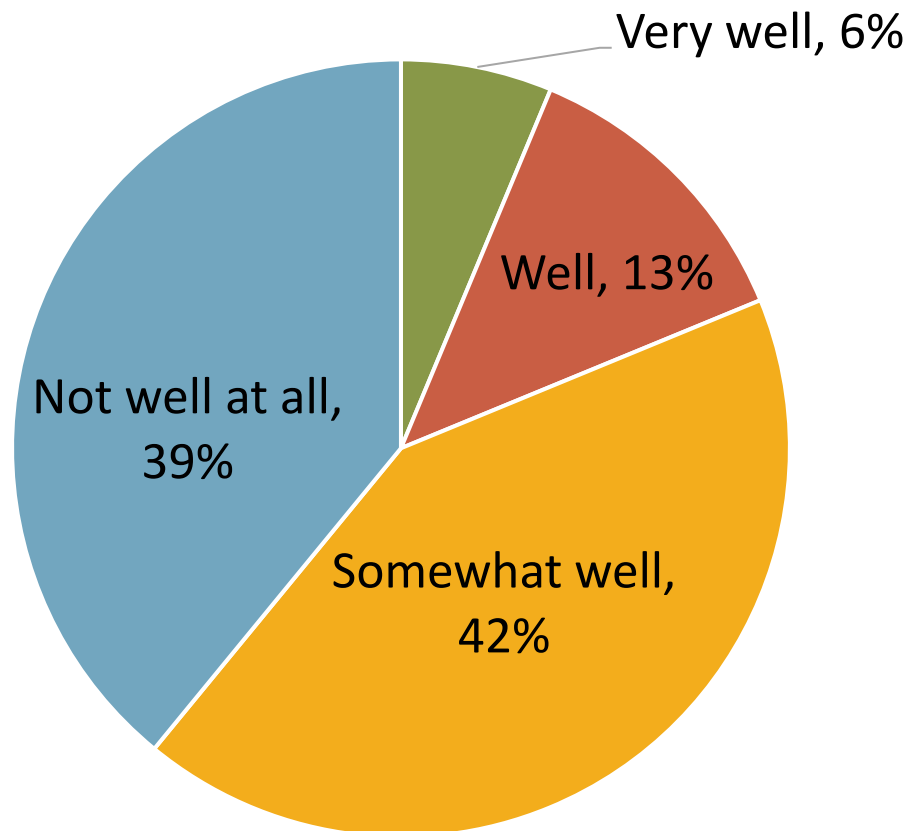
- Who?
  - Spouse/family: 70%
  - Coworkers: 63%
  - Immediate supervisor: 27%
  - Professional counselor: 5%
- 2 respondents had used EMPAC
- 97% of respondents hadn't used EMPAC because they:
  - Are not aware of the program: 43%
  - Don't need the services offered: 43%
  - Prefer to use other resources outside of work: 21%

# Departmental Culture

	Agree	Disagree
<b>I enjoy coming to work each day.</b>	73%	27%
<b>I have positive relationships with my colleagues.</b>	94%	6%
<b>The work environment is supportive.</b>	77%	23%
<b>I feel valued by my team.</b>	75%	25%
<b>I know what my department's goals are.</b>	75%	25%
<b>I know how the work my department does aligns with the City overall.</b>	91%	9%
<b>I am proud to be a part of my department.</b>	81%	19%

# Inter-Department Relationships

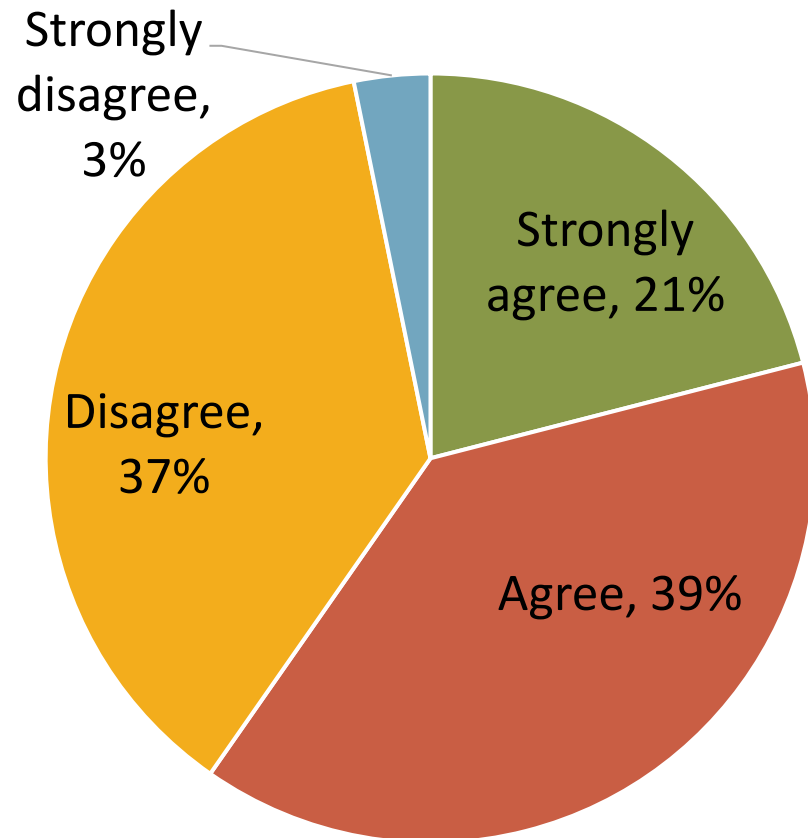
## Knowing Colleagues from Other Departments



### Biggest Challenges:

- Being physically separated at different location: 79%
- Having different work hours: 60%
- Not having enough chances to meet: 56%

# “Other departments have it easier or better than we do”



## Why?

- Their jobs are less stressful: 57%
- They have fewer responsibilities: 43%
- They have better work hours: 35%
- They have better management: 22%

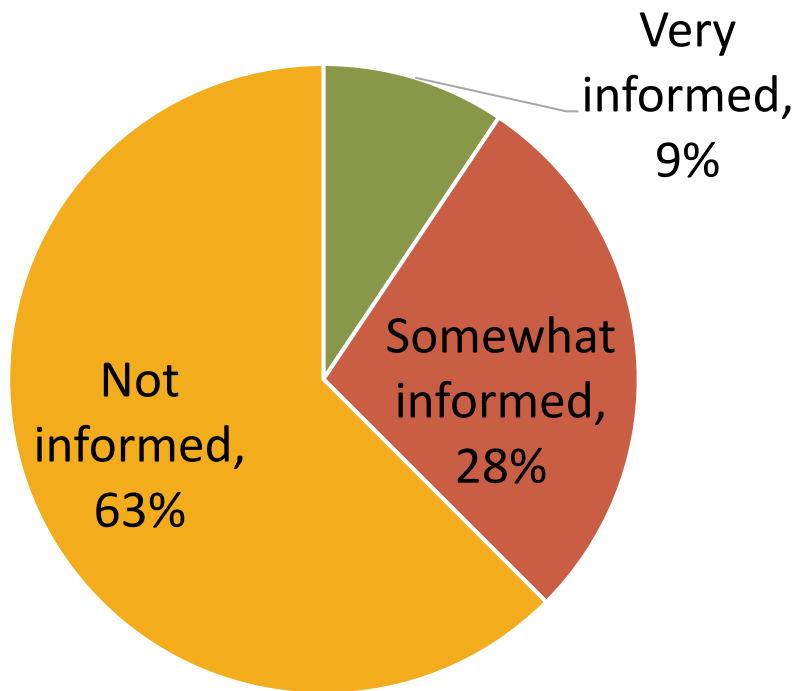


# Policy Changes

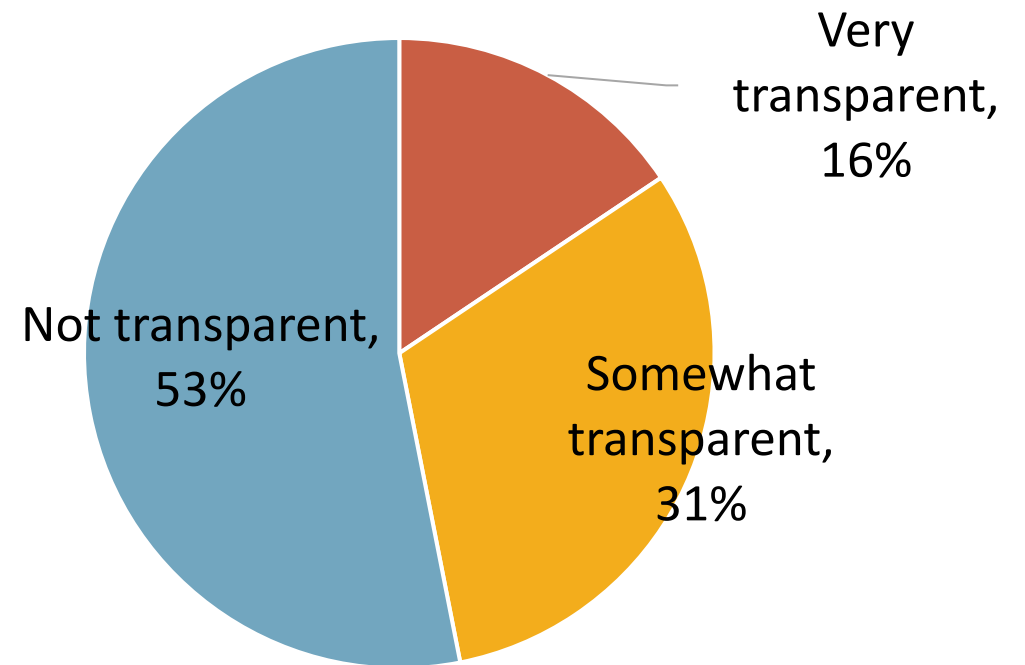
- Focus group sentiment
- Just 16% of respondents said they have been negatively impacted by policy changes
  - All negatively impacted respondents were from the police, EMS, and utilities departments.
  - Changes to City Hall's hours was overwhelmingly the most frequently provided example.

# Budget

How informed are you about your department's budget process?



How transparent do you think your department's budget process is?



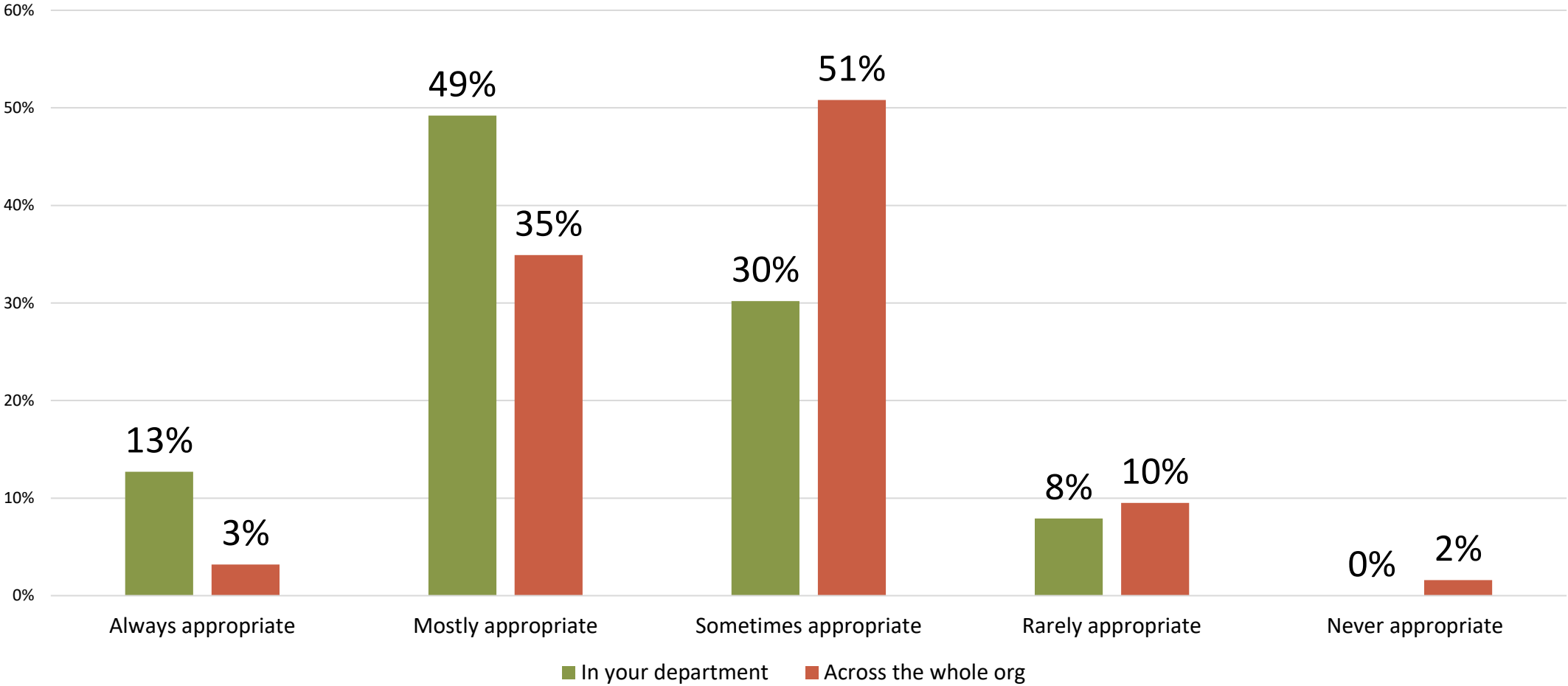
# Budget – respondents already involved (14%)

- Currently very involved: 56%
- Want to be very involved: 78%
- Biggest barrier to participation: limited access to budget information

# Budget – respondents not involved (82%)

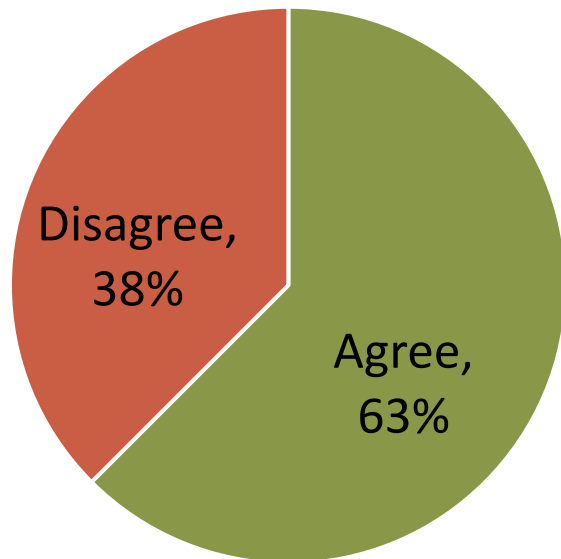
- But think they should be: 23% (15 respondents)
  - Why?
    - Relevant expertise or experience
    - To improve my understanding of departmental priorities
    - To enhance transparency and accountability
    - To ensure fair allocation of resources
    - To contribute to financial decision-making
- 59% think they are rightly not involved in their department's budget process

# Use of Resources



# Benefits

“Benefits are a main reason I work for the City.”



Respondents were more satisfied with health benefits (80%) compared to retirement benefits (56%).

Desired improvements to health benefits:

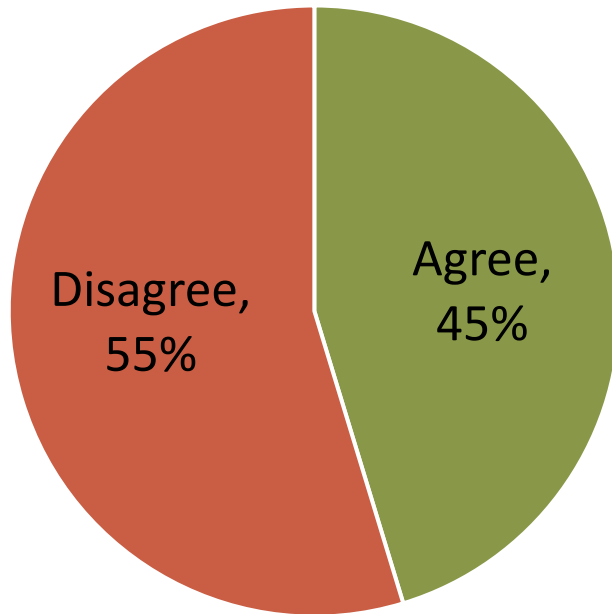
- Lower premiums or out of pocket costs
- Wellness programs/incentives
- Increased employer contributions

Desired improvements to retirement benefits:

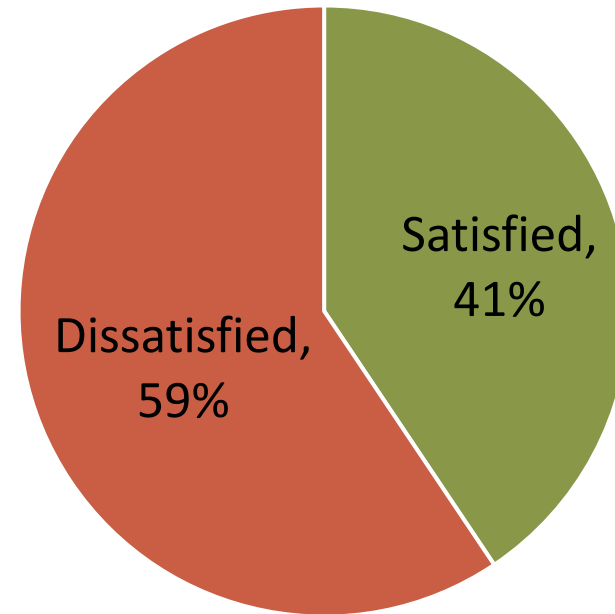
- More investment options
- Switch from KPRS to KP&F for public safety employees
- Increased employer contributions

# Pay

“Pay is a main reason I work for the City.”



Satisfaction with pay (hourly or salary)

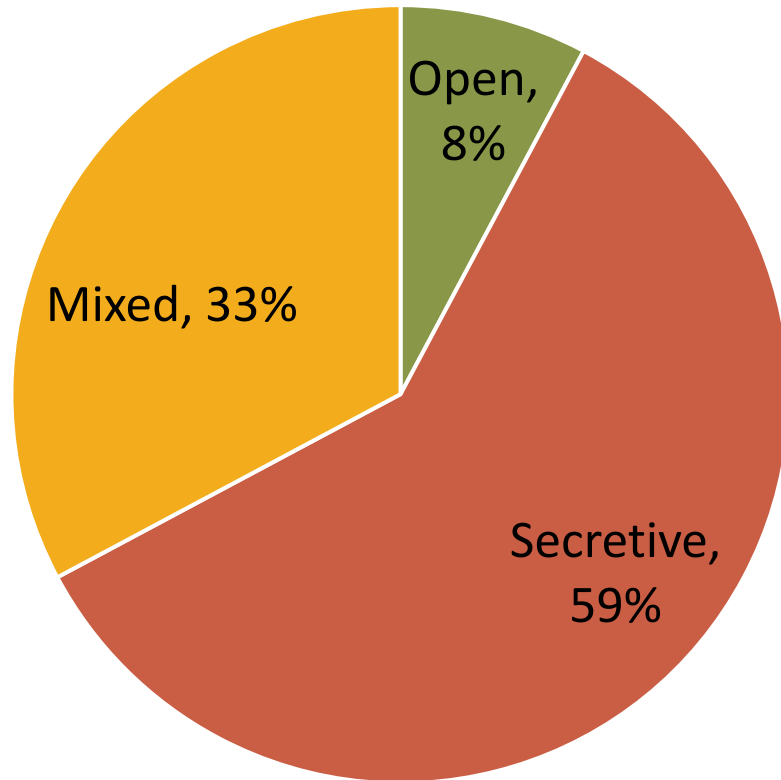


# Second Jobs

- 52% said they have second jobs other than working for the City
  - Why?
    - To support my family
    - Because my City job does not pay enough to cover my living expenses
    - To save for future goals
    - To make more money for non-essential spending (ex. hobbies, travel, etc.)



# Communication – From City Administrator

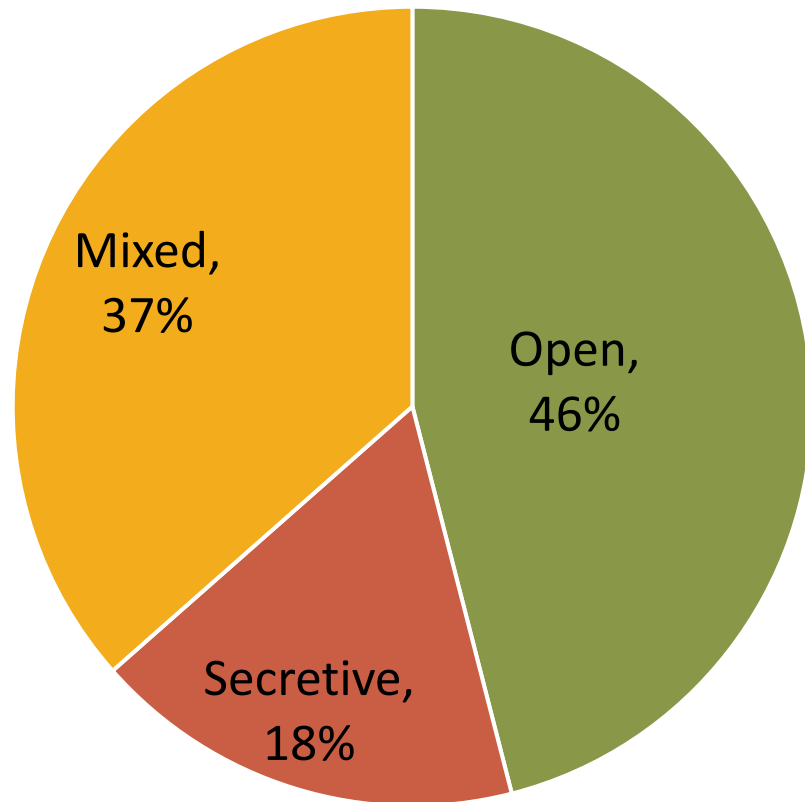


- 90% prefer email communications from the City Administrator
- Less consensus on frequency
  - 40% said as needed
  - 29% said weekly

# Communication – From City Administrator

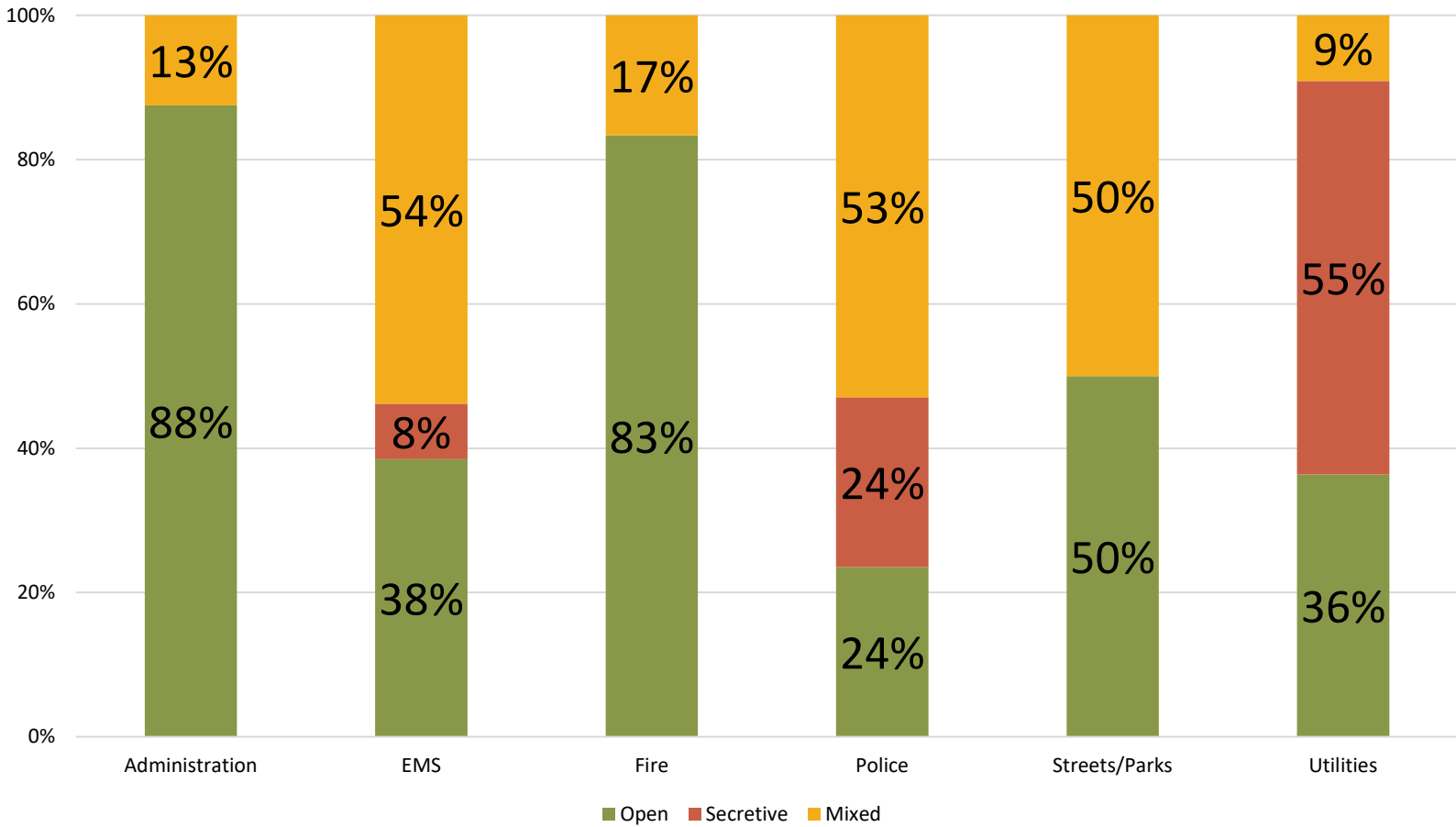
	Agree	Disagree
<b>Communication from the City Administrator is clear and consistent.</b>	11%	89%
<b>Information from the City Administrator is provided in a timely manner.</b>	13%	87%
<b>I know the process for providing feedback to the City Administrator.</b>	23%	77%
<b>The City Administrator communicates decisions, processes, and changes.</b>	11%	89%

# Communication – Within Departments



- 73% prefer email communications from their department
  - Informal conversations: 71%
  - Scheduled team meetings: 50%
- Less consensus on frequency
  - Daily: 29%
  - As needed: 32%
  - Weekly: 22%

# Communication – By Department



# Access to Information

- 87% say they have access to the information needed to do their job
- 84% feel somewhat or very prepared to answer questions or concerns from the public
  - Additional support/information:
    - Regular updates on community issues and concerns
    - More information about City services and programs
    - Clear guidelines and protocols for public interactions

# Supervisor Specific Feedback – Training & Support

- 38% were supervisors
- 50% feel supervisors receive adequate training & support
  - What would help?
    - Leadership and management skills
    - Conflict resolution and problem solving
    - Technical skills related to their department
    - Employee motivation and engagement strategies

# Supervisor Specific Feedback – Hiring

- 11 supervisors reported having hiring responsibilities
- Biggest challenges to hiring:
  - Lack of qualified candidates
  - Insufficient salary or benefits
- What City actions would help?
  - Better salary and benefits packages
  - Signing bonuses/incentives
  - Focusing on retaining current employees

# Reccomendations



# Goals



Strengthen employee confidence in and support for City decisions and plans.



Improve employee trust in all levels of leadership.



Practice financial transparency to build employee trust in budget management and the City's financial decisions.



Foster inter-departmental relationships and understanding.



## Goal 1: Strengthen employee confidence in & support for City decisions and plans.

- a. Implement regular email communications from the City Administrator
- b. Improve the flow of information between department heads and the City Administrator to employees.
- c. Share City Council agendas and meeting minutes with employees.

## Goal 2: Improve employee trust in all levels of leadership.



a. Use regular communications to demonstrate accountability, follow through, and responsiveness to employees.

b. Improve the visibility and accessibility of the City Administrator.

c. Enhance informal employee recognition with a formal employee recognition program.

## Goal 3: Practice financial transparency to build employee trust in budget management & the City's financial decisions.



a. Share distilled budget information and detailed financial reports with staff

b. Reevaluate which employees should be involved in their department's budget process and formalize their involvement.

c. Address employee dissatisfaction with pay and concerns about the discrepancy between budgeted and actual raise amounts.



## Goal 4: Foster inter-departmental relationships and understanding.

- a. Review and adjust policies to meet the diverse needs of different departments and job type.
- b. Improve the process for making policy changes by involving representatives from all departments.
- c. Learn more about how and to what extent employees would like to collaborate across departments



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**PUBLIC POLICY & MANAGEMENT CENTER**



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## **PUBLIC POLICY & MANAGEMENT CENTER**

Isabel Ebersole, Research Project Manager



# **Employee Opinion Survey Report**

City of Mulvane | November 2024

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## Disclaimer

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This study was conducted by the PPMC at Wichita State University. The PPMC is an independent research body unaffiliated with the City of Mulvane. This report was prepared by the research team using data from external sources. The PPMC's findings are based on assumption of data accuracy. The findings represent the findings, views, opinions, and conclusions of the research team alone. The report does not express the official or unofficial policy of Wichita State University.

# Executive Summary

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The City of Mulvane conducted an Employee Opinion Survey to understand workplace experiences and identify areas for improvement. The PPMC facilitated this process, which included focus groups and a comprehensive survey.

## **Key Findings:**

### 1. Trust and Leadership:

- The organization faces some critical concerns related to trust, particularly within management and leadership.
- While trust in immediate supervisors is relatively high, with 68 percent of employees expressing confidence, trust in department heads is lower, with only 53 percent of employees expressing confidence.
- Trust is further strained at the City Administrator level, with concerns over visibility and accessibility.

### 2. Communication:

- Communication within departments varies, with some described as open and others as secretive.
- Employees desire more proactive and transparent communication from leadership, especially regarding financial decisions and policy changes.

### 3. Financial Transparency:

- There are widespread concerns about budget management and transparency.
- Employees feel uninformed about the budget process and believe resources are not always used appropriately.

#### 4. Compensation and Benefits:

- Many employees feel underappreciated and are dissatisfied with their pay.
- Benefits, particularly health insurance, are a key reason employees stay, but employees would like improvements in pay and retirement benefits.

#### 5. Interdepartmental Relations:

- There is a lack of interdepartmental knowledge and perceived inequities between departments.
- Employees feel other departments have it easier, leading to a sense of division.

### **Recommendations**

Based on these findings, the PPMC has 12 recommendations that align with the following goals.

1. Strengthen employee confidence in and support for City decisions and plans.
2. Improve employee trust in all levels of leadership.
3. Practice financial transparency to build employee trust in budget management and the City's financial decisions.
4. Foster interdepartmental relationships and understanding.

The survey revealed opportunities for the City of Mulvane to improve employee satisfaction and organizational culture. By addressing the identified issues and implementing the recommended strategies, the City can improve trust, communication, and overall employee engagement.

## Background & Method

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The City of Mulvane was interested to learn about employee opinions on a range of workplace matters with the goal of identifying specific areas for improving the employee experience and organizational culture. With this directive, the PPMC conducted five focus groups to hear directly from Mulvane employees about their experiences. These focus group conversations were designed to:

1. Provide an informational base to develop a survey focused on relevant issues.
2. Build employee trust in this new, facilitated, feedback process.

Focus groups were well attended and provided the PPMC with an understanding of employee experiences to inform survey development. Through consultation with the project's management team, the PPMC developed a survey that included the following topics:

- Communication
- Leadership
- Department relations
- Work-life balance
- Pay and compensation
- Policies
- Budgeting and planning

Based on findings from the survey, the PPMC developed four goals with specific recommendations for the City's consideration. The rest of this report contains details on these recommendations, supported by focus group themes and specific survey findings.

# Results

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## Focus Group Themes

Following are the eight themes that emerged from focus groups with employees.

### 1. Trust and Camaraderie

- **Varied Trust Levels:** Trust in immediate supervisors varies across departments. Some employees have high trust in supervisors, while others have none.
  - There is a widespread distrust of department heads.
- **Support Systems:** Employees often rely on peers and spouses for support.

### 2. Departmental Differences and Division

- **Lack of Interdepartmental Knowledge:** Employees do not know management or colleagues from other departments well.
- **Perceived Inequities:** There are perceptions of unequal workloads and work hours between office workers and frontline staff.
- **Policy Impact:** Changes in one department can negatively affect others, such as City Hall closures impacting dispatchers.

### 3. Financial Concerns

- **Budget Mismanagement:** There are concerns about how the budget is managed, including discrepancies in raises and apparatus replacement plans.
- **Lack of Transparency:** Employees feel there is a lack of transparency and communication about financial decisions, including the use of COVID funds, owing the Kansas Star Casino money, and new expenditures like a splash pad and an electric vehicle for the new City Administrator.

#### 4. Compensation and Benefits

- **Appreciation and Benefits:** All employees, but especially first responders, feel underappreciated and desire tangible benefits like shift differentials and uniform stipends.
- **Vacation Inequities:** Employees do not think vacation time is equitable, especially for employees working shifts that are not 8-hours.
- **Insurance:** Good insurance is a key reason many employees stay, despite other issues with compensation.

#### 5. Communication Issues

- **Secretive Culture:** Communication was often described as secretive, leading to rumors and misinformation.
- **Access to Information:** Not all employees have access to City devices or regularly check email, and communication often gets filtered through department heads. Staff described only receiving important information after the fact.
- **Need for Proactive Communication and Transparency:** Staff described a need for more proactive communication to keep employees informed and aligned.
  - More communication and transparency are needed for staff to be able to address questions and concerns from the public.
  - City employees face frustrated residents while they are out working and are unable to answer public questions about issues like money owed to the casino and new internet providers.

## 6. Leadership Challenges

- **New Leadership:** Staff believe the consolidation of top leadership roles has created challenges, including a lack of accountability and input from other supervisors and staff.
- **Hiring Processes:** Staff recognize a lack of formal hiring processes for leadership.

## 7. Supervisors' Struggles

- **Training and Support:** Supervisors lack training on how to support their staff and often feel unappreciated.
- **Hiring Difficulties:** Supervisors struggle to hire employees due to better pay and benefits offered elsewhere.
- **Communication Breakdowns:** Supervisors often do not receive necessary information from department heads, leading to frustration among their staff.

## 8. Making Change

- **Reception of Ideas:** The reception of staff and supervisor ideas varies by department, but overall, many felt their suggestions are not well received and never implemented.

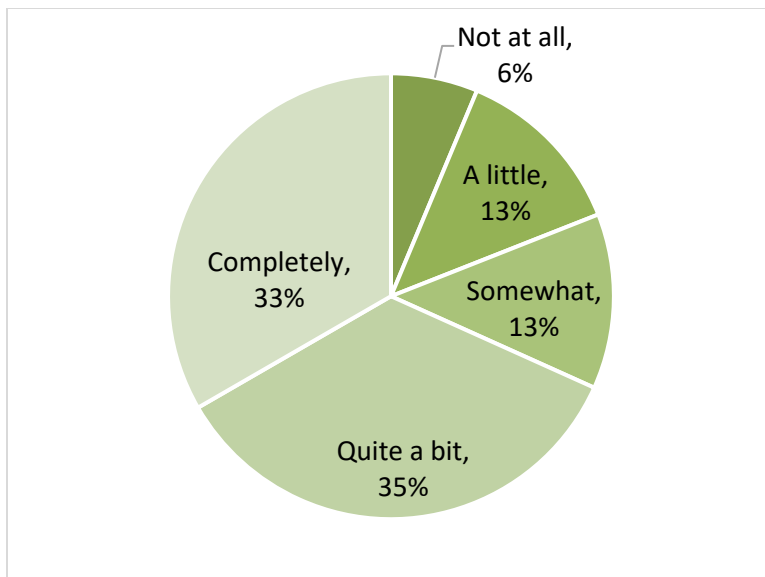
## **Survey Findings**

Based on the eight focus group themes, the PPMC developed an online survey for all Mulvane employees. Survey instructions and a link to take it were emailed to 90 employees. The survey was open for two weeks and three follow up emails were sent to respondents who had not finished the survey. Nearly all (68 employees) took the survey online. Two employees took the survey on paper. With a total of 70 survey responses, the survey had a response rate of 75 percent. After data was cleaned for any incompletes, 64 responses were included in the analysis.

### **Trust in Leadership and Their Skills**

**Immediate Supervisor:** Respondents were asked plainly; how much do you trust your immediate supervisor? Over two thirds (68 percent) said they trust their immediate supervisor either quite a bit or completely. Few (6 percent) do not trust them at all, and about a quarter (26 percent) trust them a little or somewhat.

Figure 1. Trust in Immediate Supervisor





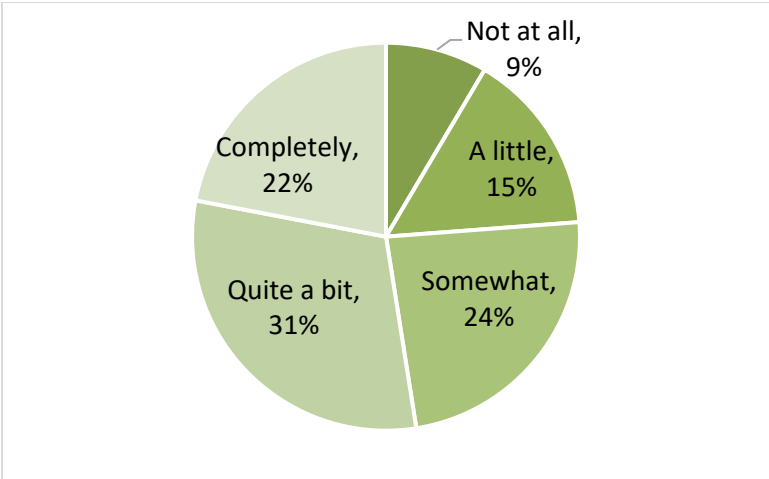
As shown in Figure 3, majorities of respondents feel their supervisor is competent (75 percent), honest (69 percent), empathetic (67 percent), and shows supportive behavior (66 percent). Supervisory skills respondents rated lowest (not well at all or somewhat well) were:

- Responsiveness (51 percent)
- Recognition (48 percent)
- Clear communication (42 percent)
- Transparency (41 percent)
- Fair treatment (39 percent)
- Consistency (39 percent)

Respondents feel their immediate supervisor is either very (32 percent) or somewhat (53 percent) receptive to new ideas and suggestions. Three quarters (74 percent) are confident they will follow through on new ideas and suggestions.

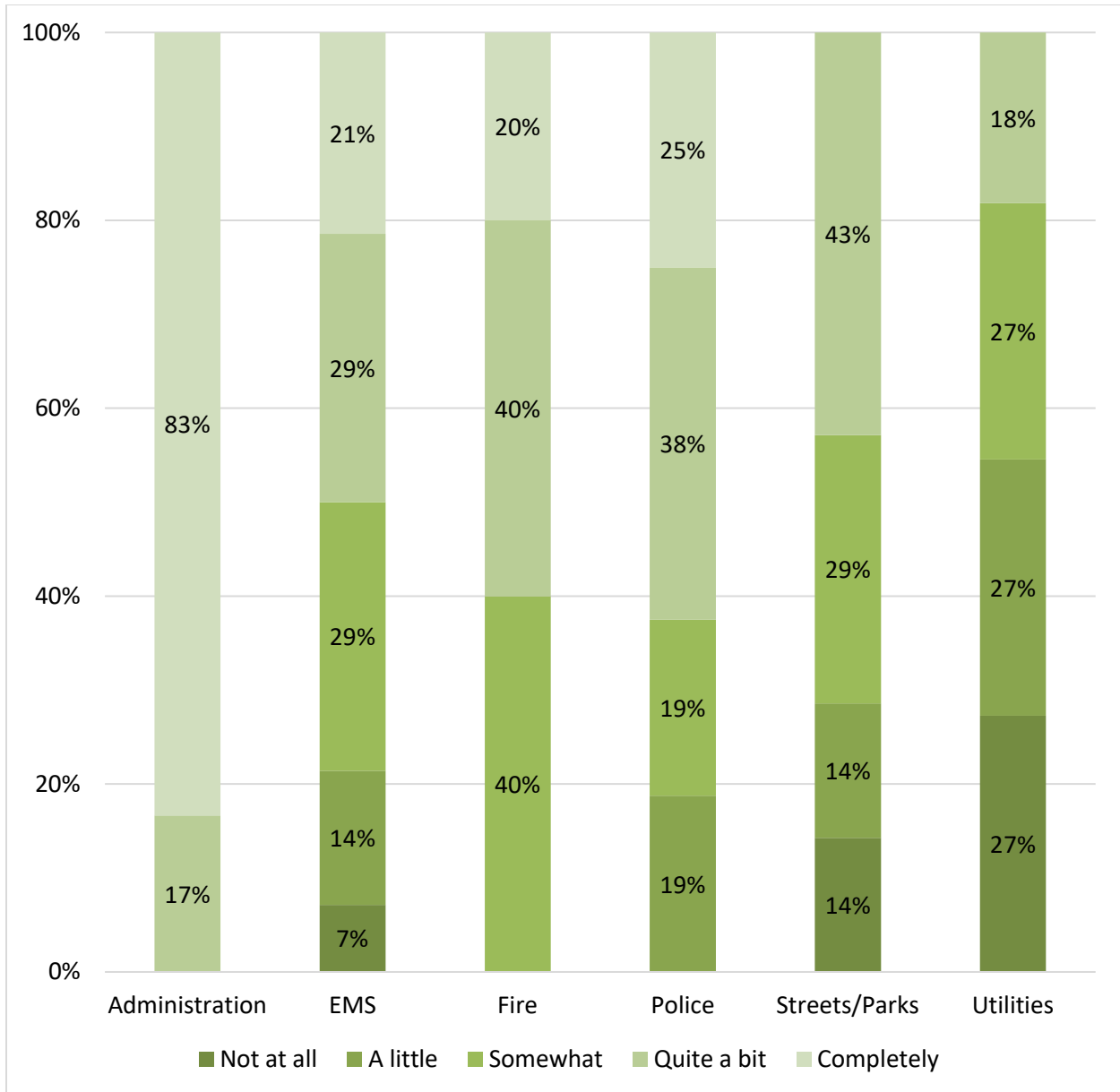
**Department Head:** Compared to their immediate supervisor, respondents have less trust in their department head. Half (53 percent) said they trust their department head quite a bit or completely. The other half trust them a little or somewhat (39 percent) or not at all (9 percent).

Figure 2. Trust in Department Head



Respondents from the administration department reported the highest levels of trust in their department head, with 100 percent indicating they trust them completely or quite a bit. The utilities department reported the lowest levels of trust in their department head. Over half (55 percent) said they trust them not at all or a little.

Figure 3. Trust in Department Head by Department



On most of the following measures, responses were split near 50/50. There were no significant differences based on department. Figure 5 shows small majorities rated their department head highly for support and resources (64 percent), consistency (56 percent), empathy (56 percent), accountability (56 percent), and expertise and ability (56 percent). The skills respondents rated lowest (not well at all or somewhat well) were:

- Recognition and appreciation (62 percent)
- Clear and transparent communication (55 percent)
- Follow-through (53 percent)
- Active listening (48 percent)
- Visibility and accessibility (47 percent)

Two thirds (66 percent) of respondents agree their department head is accountable to their staff. Fewer (49 percent) report their department head seeks out their feedback often or sometimes.

Figure 4: Immediate Supervisor Ratings

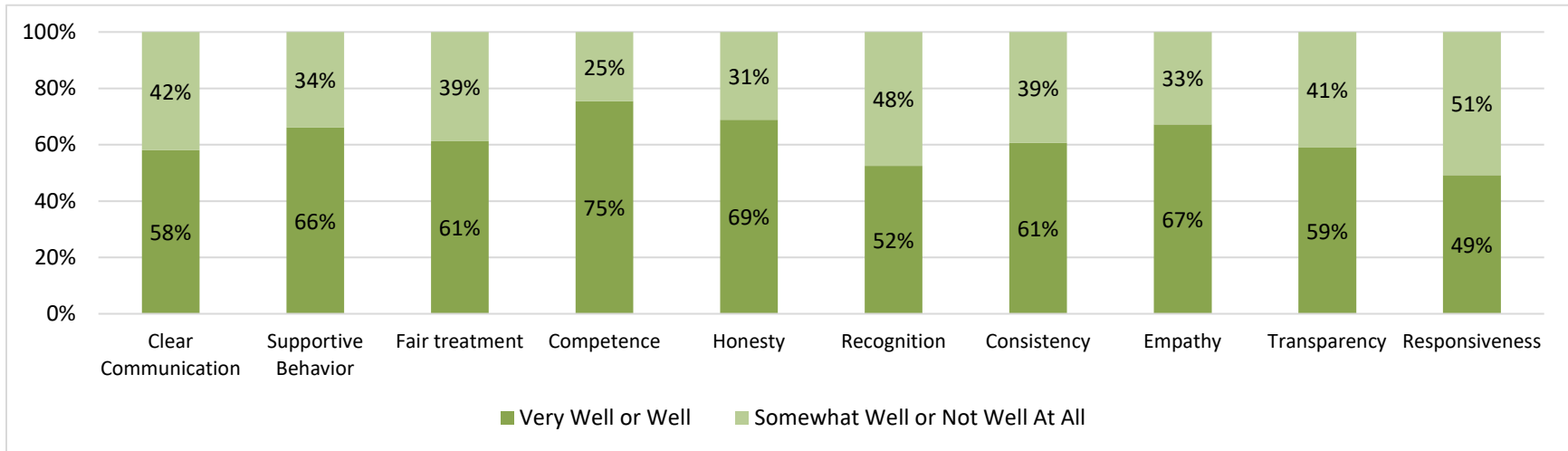
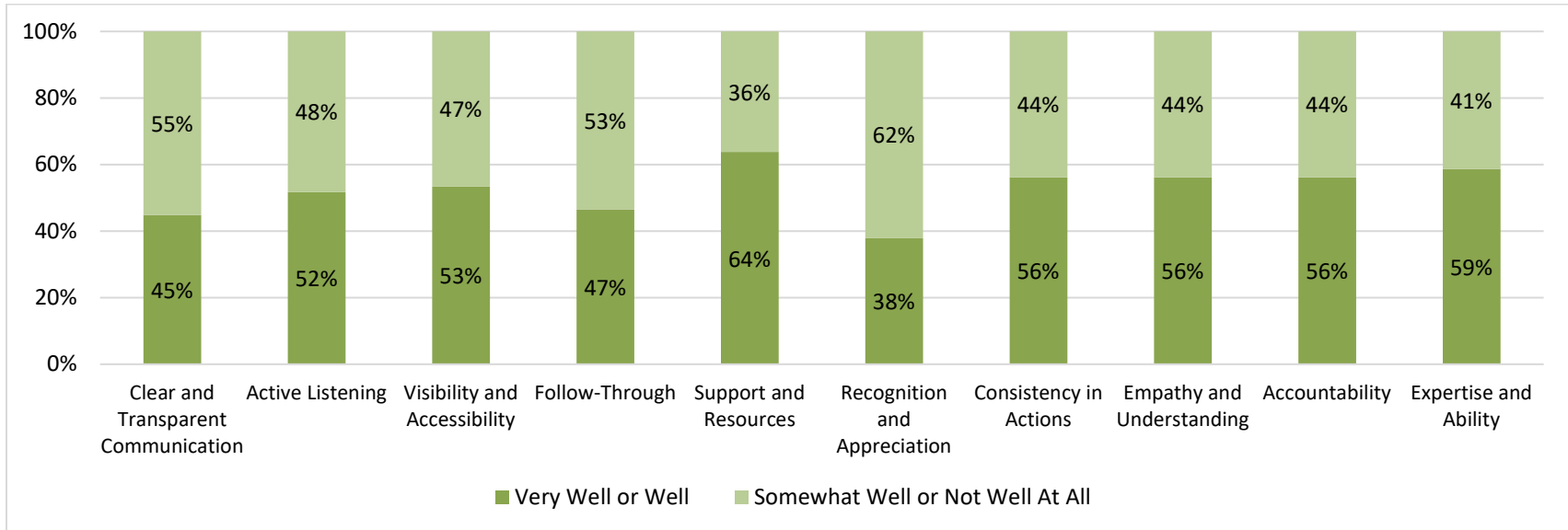


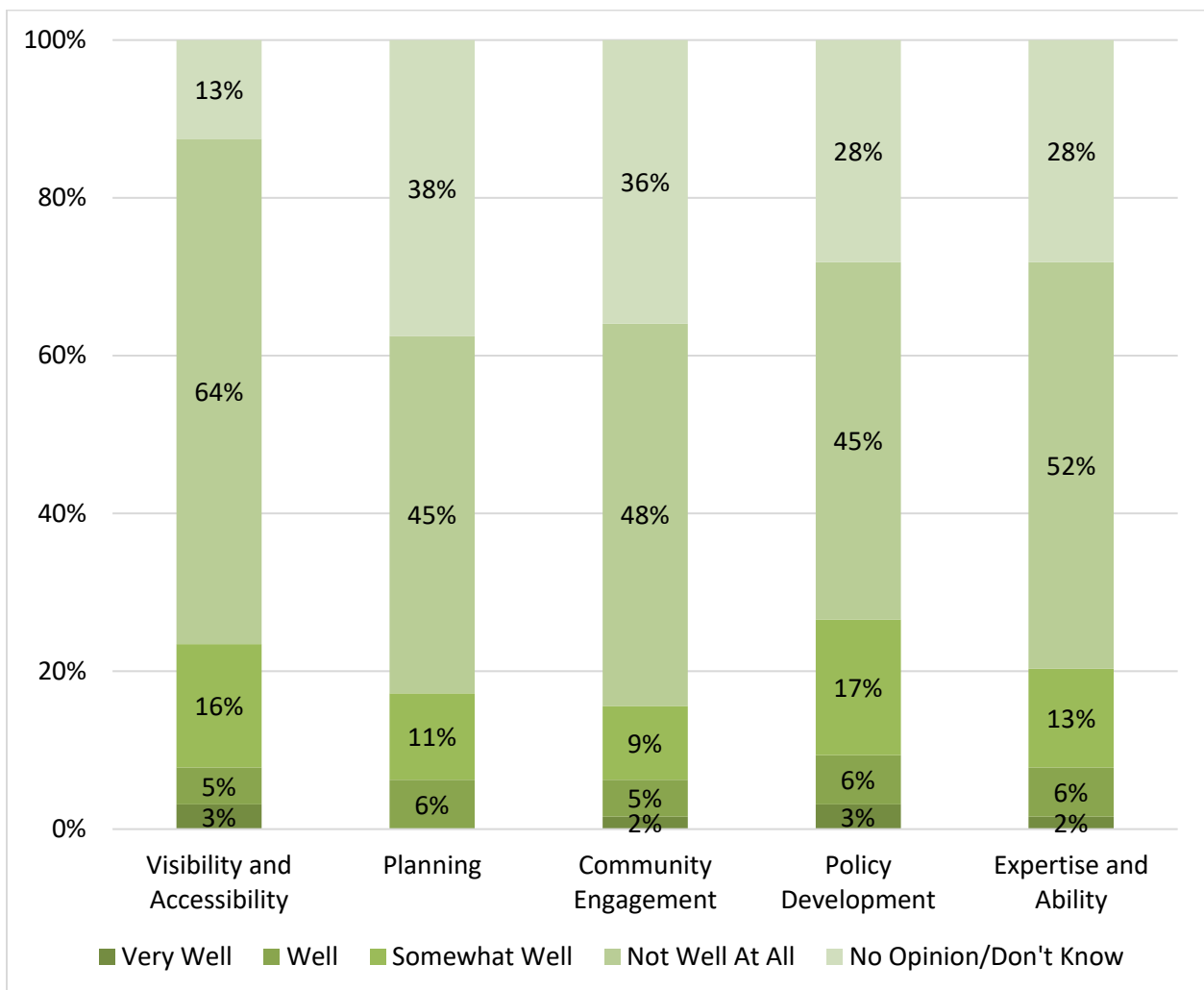
Figure 5: Department Head Ratings



**City Administrator:** Respondents were asked to rate five attributes of the City Administrator. Some respondents indicated they had no opinion or don't know; however, the majority of respondents rated the City Administrator as performing somewhat well or not well at all on the following attributes:

- Visibility and accessibility (80 percent)
- Expertise and ability (64 percent)
- Policy development (63 percent)
- Community engagement (58 percent)
- Planning (56 percent)

Figure 6: City Administrator Ratings



### Work-Life Balance

As Table 1 shows, respondents rated aspects of work-life balance positively.

Table 1: Work-Life Balance

	Agree	Disagree
My workload is manageable.	88%	12%
I am encouraged to take time off when needed (vacation, sick and personal days).	80%	20%
My current supervisor is supportive of my life commitments and needs.	90%	10%
My current supervisor provides resources and support for managing work-related stress.	70%	30%

Although not significant, there were some departmental trends among the relatively small groups of respondents who disagreed with the statements above. Twelve percent of respondents did not agree their workload is manageable, most of whom were from the police and utilities departments. Similarly, respondents from the police, utilities, and EMS departments made up the majority respondents who do not feel encouraged to take time off when needed (20 percent).

Respondents rated their supervisor's ability to provide resources and support for work-related stress the lowest compared to the other measures. Less than one third (27 percent) of respondents said they turn to their immediate supervisor when stressed at work. They are most likely to turn to their spouse/family (70 percent) and coworkers (63 percent). Very few (5 percent) respondents said they turn to a professional counselor when stressed.

Just two respondents had used the City’s EMPAC program. Both respondents would recommend their coworkers use it. The remaining 97 percent of respondents who have not used EMPAC said it was because they:

- Are not aware of the program (43 percent)
- Do not need the services offered (43 percent)
- Prefer to use other resources outside of work (21 percent)

Departmental Culture

Within departments, the survey revealed very positive findings. Strong majorities report they have positive relationships with colleagues (94 percent), they know how their department’s work aligns with the City overall (91 percent), and they are proud to be a part of their department (81 percent).

Table 2: Department Culture

	Agree	Disagree
I enjoy coming to work each day.	73%	27%
I have positive relationships with my colleagues.	94%	6%
The work environment is supportive.	77%	23%
I feel valued by my team.	75%	25%
I know what my department’s goals are.	75%	25%
I know how the work my department does aligns with the City overall.	91%	9%
I am proud to be a part of my department.	81%	19%

Results indicate the police and utilities departments have the most room for improvement in areas like employees enjoying coming to work each day, feeling valued by their team, and understanding their department’s goals.

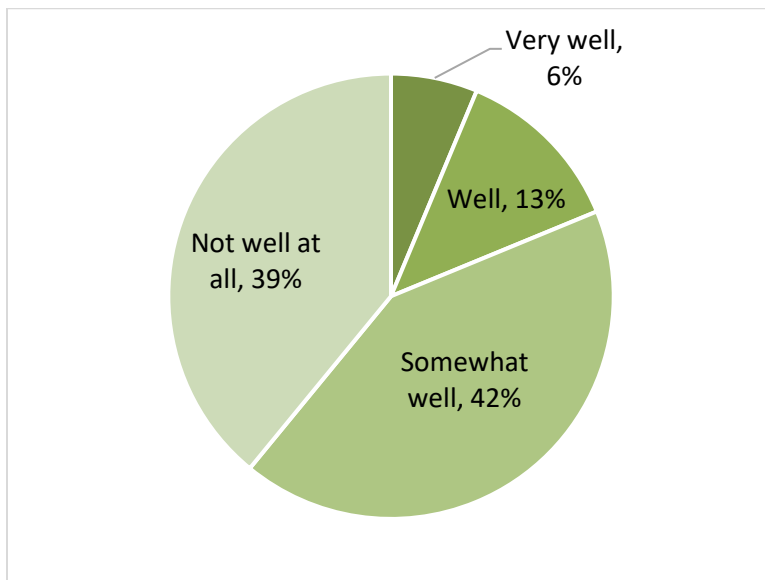
### Inter-Department Relationships

Survey responses highlighted real and perceived barriers to inter-departmental relationships. Over three quarters (81 percent) of respondents said they know colleagues from other departments somewhat well or not well at all. These respondents said the biggest challenges to getting to know others were:

- Being physically separated at different locations (79 percent)
- Having different work hours (60 percent)
- Not having enough chances to meet (56 percent)

The other 19 percent of respondents who said they know colleagues from other departments well or very well said training sessions, their own initiative, and events or social gatherings had helped encourage getting to know their colleagues from other departments most.

Figure 7. Knowing Colleagues from Other Departments



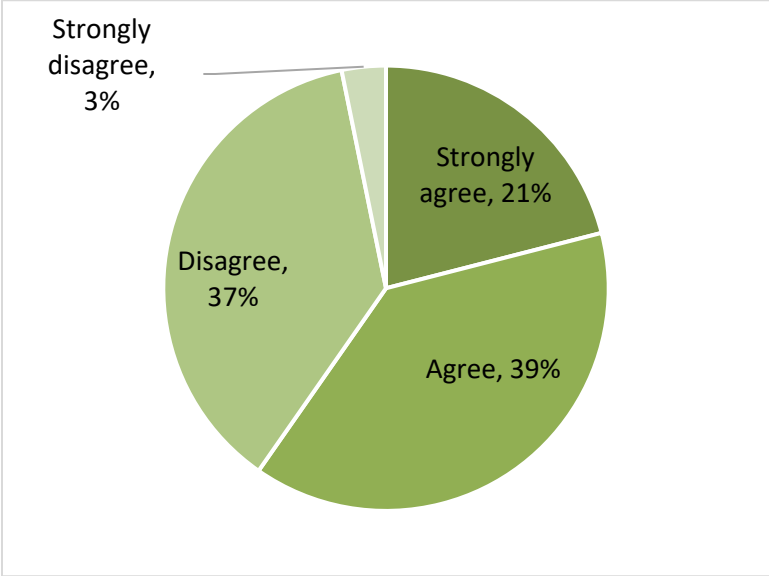


Pre-survey focus groups with employees revealed that some employees feel other departments “have it easier or better” than theirs. In order to determine if this was a perception organization-wide, respondents were asked to indicate how much they agreed with the sentiment. Just over half (60 percent) of respondents agreed other departments have it easier or better than theirs. These respondents were asked why they felt this way. The most frequently selected reasons were:

- Their jobs are less stressful (57 percent)
- They have fewer responsibilities (43 percent)
- They have better work hours (35 percent)

A quarter (22 percent) of respondents selected “they have better management.” A few specified their department head has preferences for certain employee groups over others. There were no significant differences in responses based on department.

Figure 8. “Other departments have it easier or better than we do”



A second sentiment revealed in pre-survey focus groups was related to policy changes. Some employees felt significant policy changes were made without proper consultation and/or consideration of impacted departments. The survey revealed this is not a common sentiment organization-wide; just 16 percent of respondents said they have been negatively impacted by policy changes. All the negatively impacted respondents were from the police, EMS, and utilities departments. Changes to City Hall's hours was overwhelmingly the most frequently provided example.

**Budget**

Overall, majorities of respondents reported feeling uninformed about their department's budget process (63 percent) and that the budget process is not transparent (53 percent).

Figure 9. How informed are you about your department's budget process?

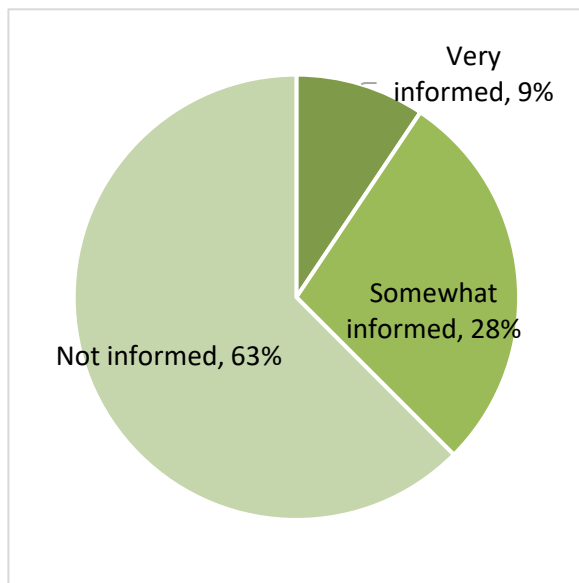
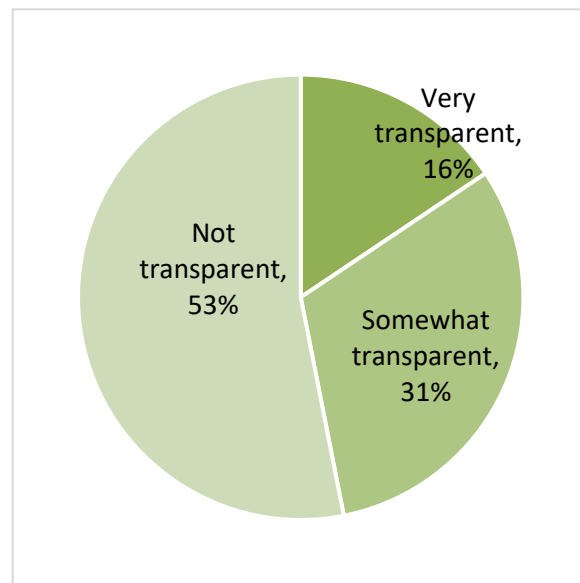


Figure 10. How transparent do you think your department's budget process is?



Respondents were asked a series of budget-related questions depending on their level of involvement in their department's budget process.

- Involved: 14 percent
- Not involved: 82 percent
- I don't know: 3 percent

For those who are already involved in the budget process, there is a small disconnect between how they describe their current and desired levels of involvement. Fifty-six (56) percent said they are currently very involved; 78 percent said their desire is to be very involved. Respondents said the biggest barrier to participating in the budget process is limited access to budget information.

Respondents who said they were not involved in their department's budget process were further categorized into those who think they should be and those who think they are rightly not involved. Fifteen respondents (23 percent) think they should be involved in their department's budget process. When asked why, these respondents said:

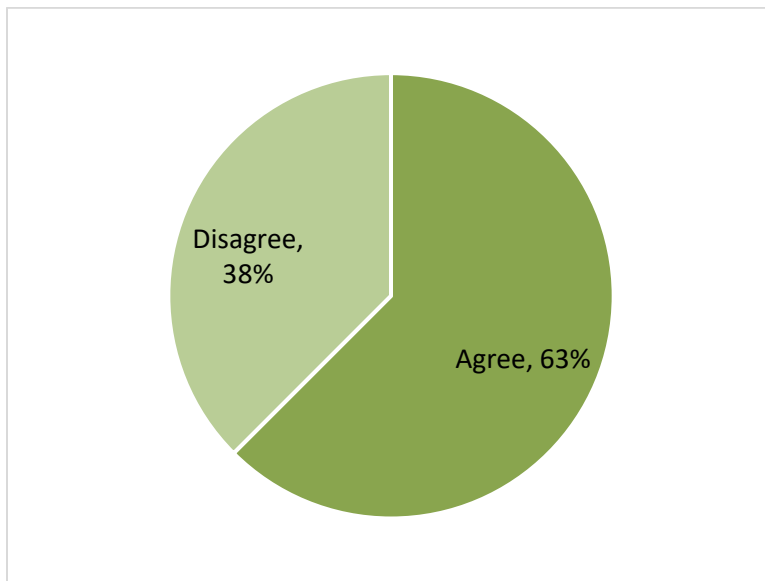
- I have relevant expertise or experience (54 percent)
- I believe it would improve my understanding of departmental priorities (46 percent)
- I think it would enhance transparency and accountability (46 percent)
- I want to ensure fair allocation of resources (46 percent)
- I want to contribute to financial decision-making (42 percent)

Fifty-nine (59) percent of respondents think they are rightly not involved in their department's budget process.

## Pay & Benefits

Respondents were asked a series of questions about pay and benefits. A small majority (63 percent) agreed with the statement “benefits are a main reason I work for the City.”

Figure 11. “Benefits are a main reason I work for the City.”



Respondents indicated higher satisfaction with health benefits (80 percent) compared to retirement benefits (56 percent). Those who indicated any dissatisfaction with benefits were asked what improvements they would like to see.

Desired improvements to health benefits:

- Lower premiums or out of pocket costs
- Wellness programs/incentives
- Increased employer contributions

Desired improvements to retirement benefits:

- More investment options
- Switch from KPRS to KP&F for public safety employees
- Increased employer contributions

Less than half (45 percent) said pay is a main reason they work for the City. When asked about satisfaction with pay (hourly rate or salary), 59 percent of respondents said they were dissatisfied or very dissatisfied.

Figure 12. “Pay is a main reason I work for the City.”

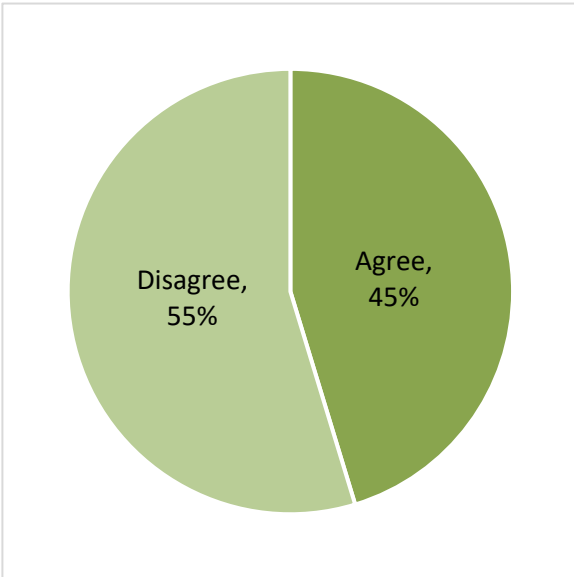
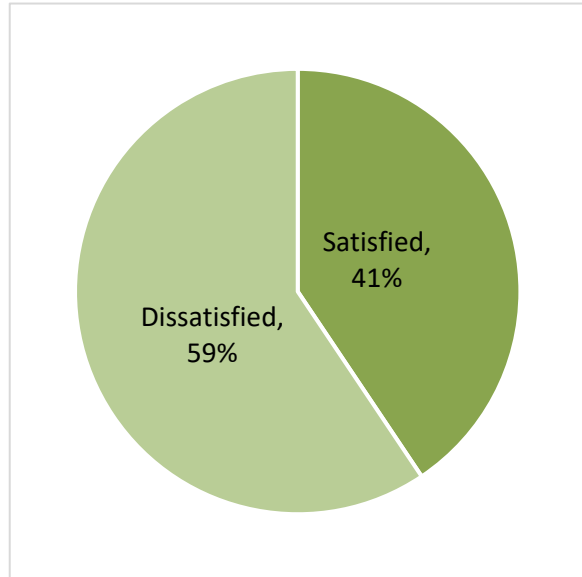


Figure 13. Satisfaction with hourly rate/salary



Focus groups revealed some Mulvane employees have second jobs. Two survey questions were dedicated to learning whether this was common organization-wide and to better understand the reasons why. Half (52 percent) of respondents said they have jobs other than working for the City. When asked why, the most common reasons were:

- To support my family (63 percent)
- Because my City job does not pay enough to cover my living expenses (53 percent)
- To save for future goals (38 percent)
- To make more money for non-essential spending (ex. hobbies, travel, etc.) (31 percent)

Communication

**From City Administrator:** Survey responses revealed employees would like more and better-quality communications from the City Administrator. Over half (59 percent) of respondents described current communication from the City Administrator as “secretive.”

Figure 14. Describe Communications from City Administrator

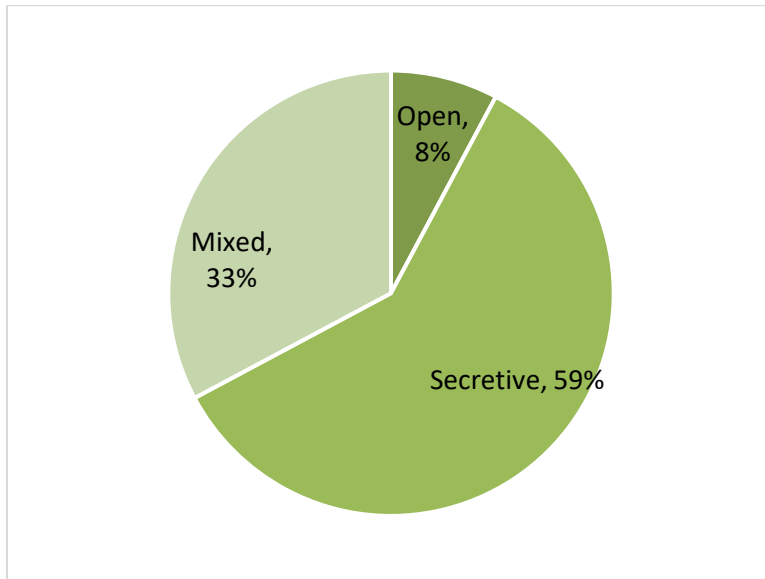


Table 3: Communication from City Administrator

	Agree	Disagree
Communication from the City Administrator is clear and consistent.	11%	89%
Information from the City Administrator is provided in a timely manner.	13%	87%
I know the process for providing feedback to the City Administrator.	23%	77%
The City Administrator communicates decisions, processes, and changes.	11%	89%

Nearly all (90 percent) of respondents agreed that email was the best way for the City Administrator to communicate with them, followed by instant messaging and scheduled team meetings. There was less consensus on how often respondents want to receive communications from the City Administrator. Forty (40) percent said on an as needed basis. However, nearly a third (29 percent) said weekly.

**Within Departments:** Respondents described communications within their department differently. About half (46 percent) of respondents said communications within their department are “open.” Just 18 percent described them as “secretive.” The remaining 37 percent described it as “mixed.”

Figure 15. Describe Communications from Your Department

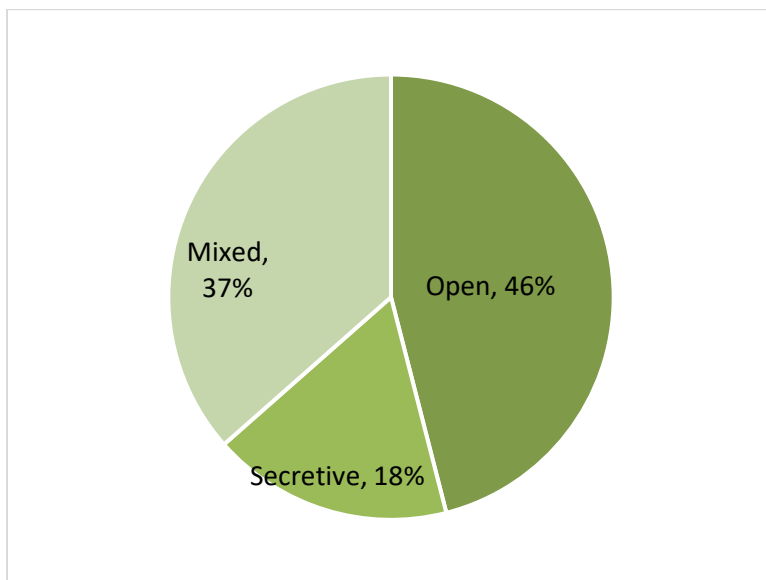
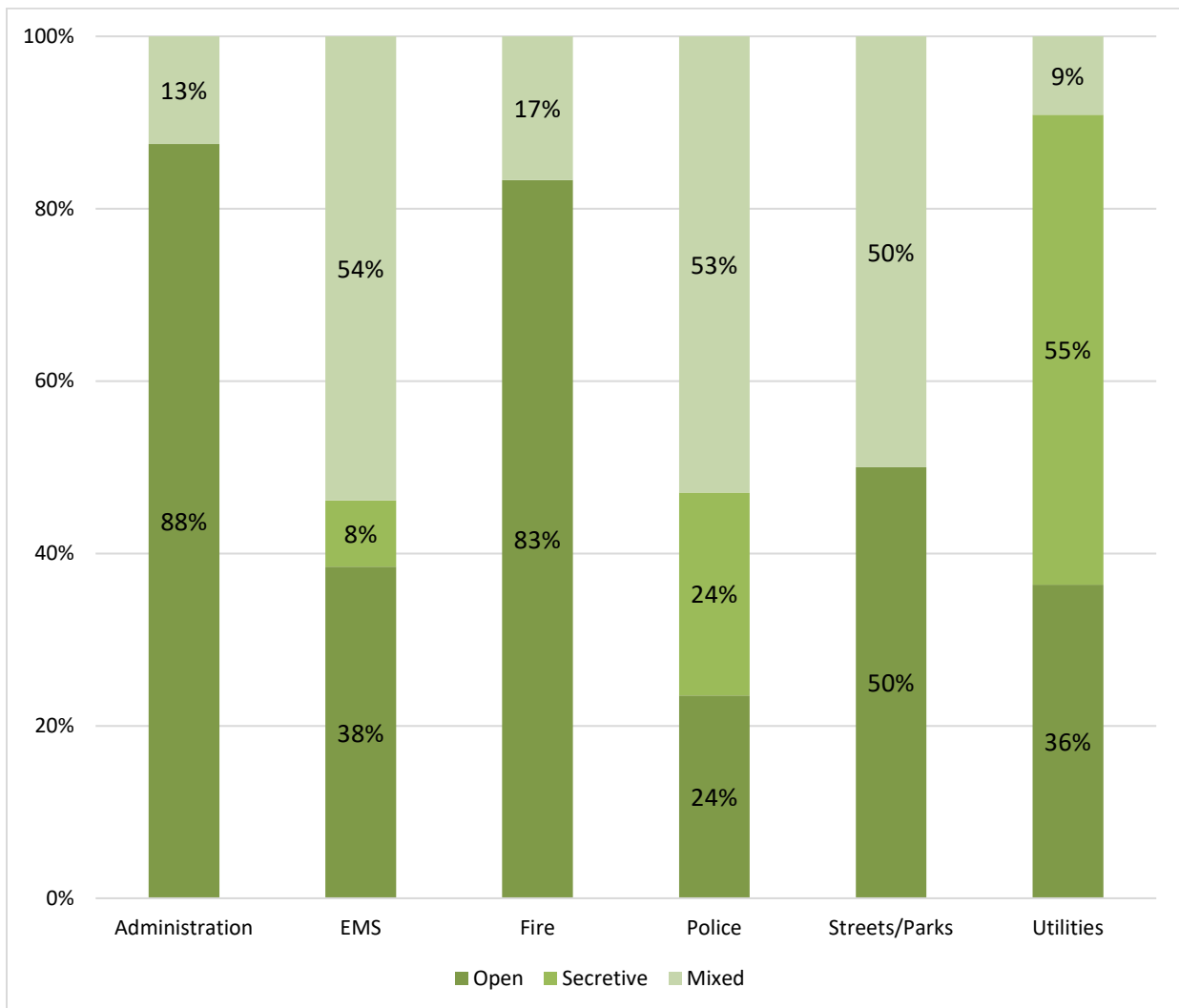


Figure 16 shows there were significant differences in how employees described communications within their department. Most (83 percent) respondents from the fire department described communication as “open.” About half (55 percent) of respondents from the utilities department described communications as “secretive.” The remaining departments were split, but for each, about half described communication as “mixed:”

- Streets/parks (50 percent)
- Police (53 percent)
- EMS (54 percent)

Figure 16: Communication Descriptors by Department





Respondents had varied opinions about what the main challenges to effective communications are. Nearly half (45 percent) of respondents think a lack of communication from department leadership is the main challenge to departmental communication. Some respondents attributed this challenge to a lack of communication from the City Administrator which has trickle down affects from departmental leadership to staff. A third (33 percent) of respondents said there not being enough meetings or updates was a challenge to departmental communications.

When asked about communications frequency, respondents were divided. About one third (29 percent) of respondents want to receive communications from their department daily. Similarly, 32 percent said they prefer departmental communications as needed. The remaining respondents said:

- Weekly (22 percent)
- Monthly (11 percent)
- Bi-weekly (6 percent)

Except for the utilities department, there were no departmental trends in desired communications frequency. Nearly three quarters (73 percent) of respondents from the utilities department indicated they would like to receive communications from their department daily. Respondents prefer to receive information via:

- Email (73 percent)
- In person, informal conversations (71 percent)
- Scheduled team meetings (50 percent)

### Access to Information

A significant majority (87 percent) of respondents said they have access to the information they need to do their job. Similarly, 84 percent said they feel somewhat (62 percent) or very (22 percent) prepared to answer questions or concerns from the public. When asked about additional support for or information on dealing with public interactions, respondents indicated the following would be helpful:

- Regular updates on community issues and concerns (61 percent)
- More information about City services and programs (53 percent)
- Clear guidelines and protocols for public interactions (39 percent)

### Supervisor-Specific Feedback

Just over one third (38 percent) of respondents were supervisors. Of those 24 respondents, half (50 percent) feel supervisors receive adequate training and support. The other half (50 percent) who disagreed said additional training on the following would be beneficial:

- Leadership and management skills (58 percent)
- Conflict resolution and problem solving (50 percent)
- Technical skills related to their department (50 percent)
- Employee motivation and engagement strategies (50 percent)

Eleven supervisors reported having hiring responsibilities. Seven (64 percent) rated hiring somewhat or very difficult, reporting a lack of qualified candidates (73 percent) and insufficient salary or benefits (64 percent) as the greatest challenges.

Nearly all (82 percent) said better salary and benefits packages, along with offering signing bonuses or incentives and focusing on retaining current employees to reduce turnover (46 percent) would help.

# Recommendations

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Focus group and survey responses revealed there are opportunities for the City to address four overarching goals:

1. Strengthen employee confidence in and support for City decisions and plans.
2. Improve employee trust in all levels of leadership.
3. Practice financial transparency to build employee trust in budget management and the City's financial decisions.
4. Foster inter-departmental relationships and understanding.

Following are recommended strategies to work towards these goals.

## **Goal 1: Strengthen employee confidence in and support for City decisions and plans.**

To be expected, employees have a stronger connection to their department compared to the City overall. Even though about half of respondents do not participate in planning activities for their department, majorities know what their department's goals are (75 percent) and how their department's work aligns with the City overall (91 percent).

However, at an organizational level, employees have little confidence in the City's ability to positively impact the future and City leadership's ability to plan for a successful future. These two findings are significant. Both are strongly related to whether a respondent feels the City's plans have been communicated to them. The significance of these findings suggests improved communications about the City's plans could improve employee confidence in and support for them.

Recommendations:

- a. **Implement regular email communications from the City Administrator**, like a brief weekly email and regular newsletter. Brief weekly emails can contain important announcements and updates. A regular newsletter may be better suited to address community issues or concerns and information about City services and programs that survey results indicate employees want. Consistent communication ensures employees receive the correct information about City news, plans, and initiatives, reducing the likelihood of misunderstandings or speculation.
  
- b. **Improve the flow of information between department heads and the City Administrator to employees**. Nearly half of survey respondents think a lack of communication from department leadership is the main challenge to departmental communication. Some respondents attributed this challenge to a lack of communication from the City Administrator which has trickle down affects from departmental leadership to staff. A third of respondents said there not being enough meetings or updates was another challenge to departmental communications.
  
- c. **Share City Council agendas and meeting minutes with employees**. Focus groups revealed staff do not receive information about City Council meetings. Survey responses revealed there is some skepticism among employees regarding the use of City resources. Coupled with other regular communications, City Council agendas and meeting minutes can help employees better understand how and why decisions are made, while situating decisions in the context of the City's overall priorities and plans.

## **Goal 2: Improve employee trust in all levels of leadership.**

Focus groups revealed varied levels of trust in immediate supervisors and a widespread distrust of department heads. According to survey responses, over two thirds of respondents trust their immediate supervisor quite a bit or completely. Just half of respondents say they trust their department head quite a bit or completely. Findings suggest there is opportunity to improve employee trust at all levels.

### **Recommendations:**

- a. Use regular communications to demonstrate accountability, follow through, and responsiveness to employees.** Survey respondents indicated accountability as an opportunity for improvement for both their immediate supervisor and department heads. Regular communications can be used to highlight progress to employees. The frequency and method of communication should be tailored to the desires of departments. For example, nearly three quarters of respondents from the utilities department indicated they would like to receive communications from their department head daily. Respondents from other departments had less consensus on the frequency of communication. Email and in person, informal conversations were the most popular methods among respondents.
  
- b. Improve the visibility and accessibility of the City Administrator.** Over two thirds of respondents said they do not think the City Administrator does a good job of being visible and accessible. There are strong correlations between how a respondent rates the Administrator on visibility and accessibility and other skills like planning, community engagement, policy development, and expertise/ability. Improving visibility and accessibility may have an impact on employee perception of those other skills.

In addition to implementing regular email communications, other intentional efforts to interact with City staff could improve the City Administrator's visibility and

accessibility. This could involve regular walk throughs or participating in staff meetings of different departments.

- c. Enhance informal employee recognition with a formal employee recognition program.** In focus groups, employees described feeling underappreciated. Survey results reflected this theme. Around half of respondents indicated both their immediate supervisor and department head could improve efforts to recognize and appreciate employees.

While informal acknowledgments are valuable, establishing a structured employee recognition program can ensure consistent and meaningful recognition. A program could include monthly awards, public acknowledgments in staff meetings and newsletters, personalized thank-you notes, professional development opportunities, peer recognition, and/or the celebration of milestones.

**Goal 3: Practice financial transparency to build employee trust in budget management and the City's financial decisions.**

Employees were clear there is an opportunity to improve financial transparency City-wide and at the department level. Focus groups revealed concerns about the City's financial decisions, like discrepancies in raises, the use of COVID funds, and new expenditures. The survey addressed budgeting at the departmental level. While over half of survey respondents think resources are used always or mostly appropriately in their department, under half believe resources are used always or mostly appropriately City-wide.

**Recommendations:**

- a. Share distilled budget information and detailed financial reports with staff,** letting them choose to consume the level of information desired. Over half of respondents felt uninformed about their department's budget process and felt the budget process is not transparent. Respondents said the biggest barrier to participating in the budget process is limited access to budget information.
  
- b. Reevaluate which employees should be involved in their department's budget process and formalize their involvement.** Nearly one quarter of respondents believe they should be involved in their department's budget process but are not currently. These respondents say they have relevant expertise or experience, believe it would improve their understanding of departmental priorities, think it would enhance transparency and accountability, and want to ensure fair allocation of resources, contributing to financial decision-making.

- c. Address employee dissatisfaction with pay and concerns about the discrepancy between budgeted and actual raise amounts.** Concerns about employee pay were raised in focus groups and the survey explored this topic more specifically. Over half of respondents said they are dissatisfied or very dissatisfied with their pay (hourly rate or salary). Half of respondents said they have second jobs other than working for the City, for a range of reasons, including:
- To support their family
  - Because their City job does not pay enough to cover their living expenses
  - To save for future goals
  - To make money for non-essential spending.

Supervisors with hiring responsibilities said that increasing salary and benefits packages would be most helpful to overcome hiring challenges.

A discrepancy – real or perceived – between the budgeted and actual raise amounts adds an additional layer to employee dissatisfaction with pay. City leadership can start towards this recommendation by clarifying what raise amount was previously budgeted, what was given, and account for any difference. Going forward, any efforts made towards Goal 3 can also help prevent misunderstandings or speculation.



#### **Goal 4: Foster inter-departmental relationships and understanding.**

Like all cities, Mulvane employs a diverse range of employees and job types, each with unique needs and perspectives. It is an ongoing challenge to maintain employee satisfaction and engagement. However, by fostering mutual understanding and cooperation, the City can ensure that every department understands their shared goals, enhancing the quality of services provided to the community.

Notably, almost all employees report having positive relationships with their colleagues and know how the work their department does aligns with the City overall. However, there are opportunities to improve inter-departmental relationships and understanding. Specifically, the survey revealed over half of respondents agree that other departments “have it easier or better than” their department. Less than a quarter of respondents said they know their colleagues from other departments well.

#### **Recommendations:**

- a. Review and adjust policies to meet the diverse needs of different departments and job types**, specifically public safety. A significant number of the City’s employees work in public safety. Focus groups and survey responses highlighted that employees from these departments do not feel the City invests enough resources comparable to the level of service they provide and the risks they take on in their roles. In addition to starting pay, some specific policies mentioned in focus group and survey responses include a switch from KPRS to KP&F retirement system, equitable vacation time and uniform allowances, and apparatus replacement planning. Ensuring that policies reflect the unique demands and contributions of these employees is crucial for their support and retention.

- a. Improve the process for making policy changes by involving representatives from all departments.** Discussions and decisions about significant policy changes should involve all departments. Departmental representatives can provide valuable perspective and help secure buy-in from their colleagues, reducing unintended consequences and resistance. Focus group and survey responses reported instances of the negative impacts of policy changes, like the impact of changes to City Hall's hours on public safety.

Additionally, regular reviews of policies should be conducted to ensure they remain relevant and equitable. Adjustments should be made as necessary based on employee feedback and changing needs.

- b. Learn more about how and to what extent employees would like to collaborate across departments.** Before implementing cross-departmental activities, City leadership should learn to what extent employees would like to know their colleagues from other departments to make informed decisions about how to facilitate collaboration. Survey responses indicate the biggest challenges to getting to know colleagues from other departments are having different work locations and hours and not enough chances to meet. Respondents who said they know colleagues from other departments well said, in addition to their own initiative, training sessions and events or social gatherings had helped with getting to know others.

## Conclusion

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This employee opinion survey was a comprehensive effort to understand employee's workplace experiences, revealing opportunities to improve their experience and the overall culture of the organization. Initial focus group discussions informed the development of a detailed survey which addressed the most important issues as identified by employees. Survey results highlighted key areas for improvement, leading to specific recommendations.

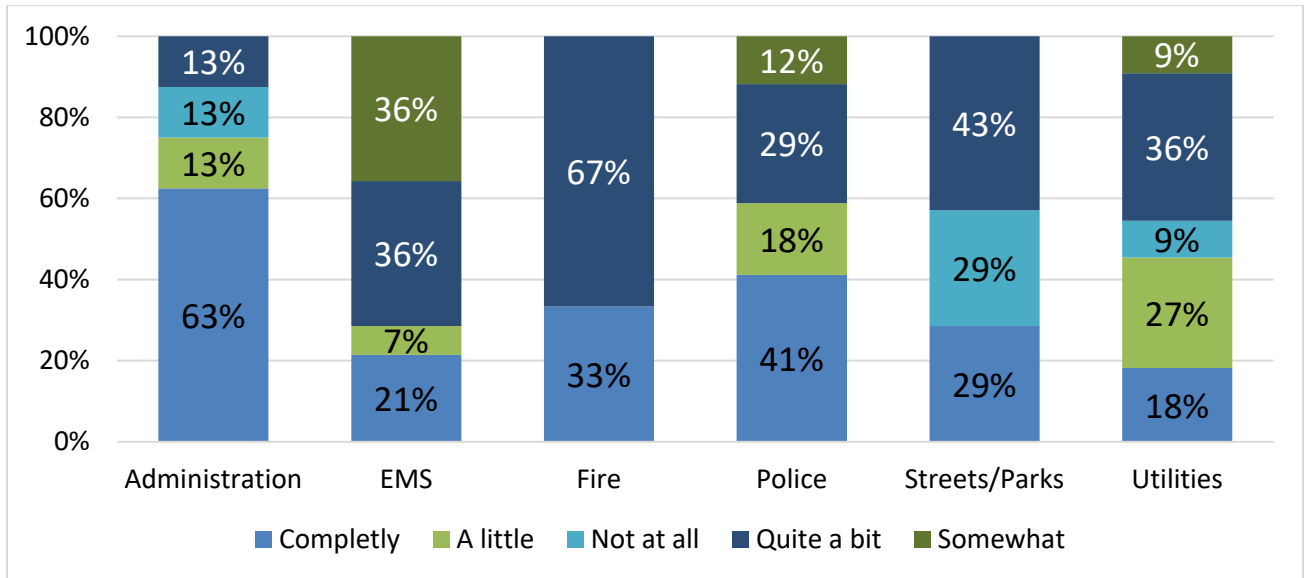
1. Strengthen employee confidence in and support for City decisions and plans.
2. Improve employee trust in all levels of leadership.
3. Practice financial transparency to build employee trust in budget management and the City's financial decisions.
4. Foster inter-departmental relationships and understanding.

The information and recommendations provided in this report provide a baseline for addressing the concerns and needs of employees. The ultimate goal of this work is to improve employee satisfaction and engagement but also strengthen the overall culture and effectiveness of the organization. The City's dedication to continuous improvement and responsiveness to employee feedback will be key to achieving these goals.

# Appendix A: Responses by Department

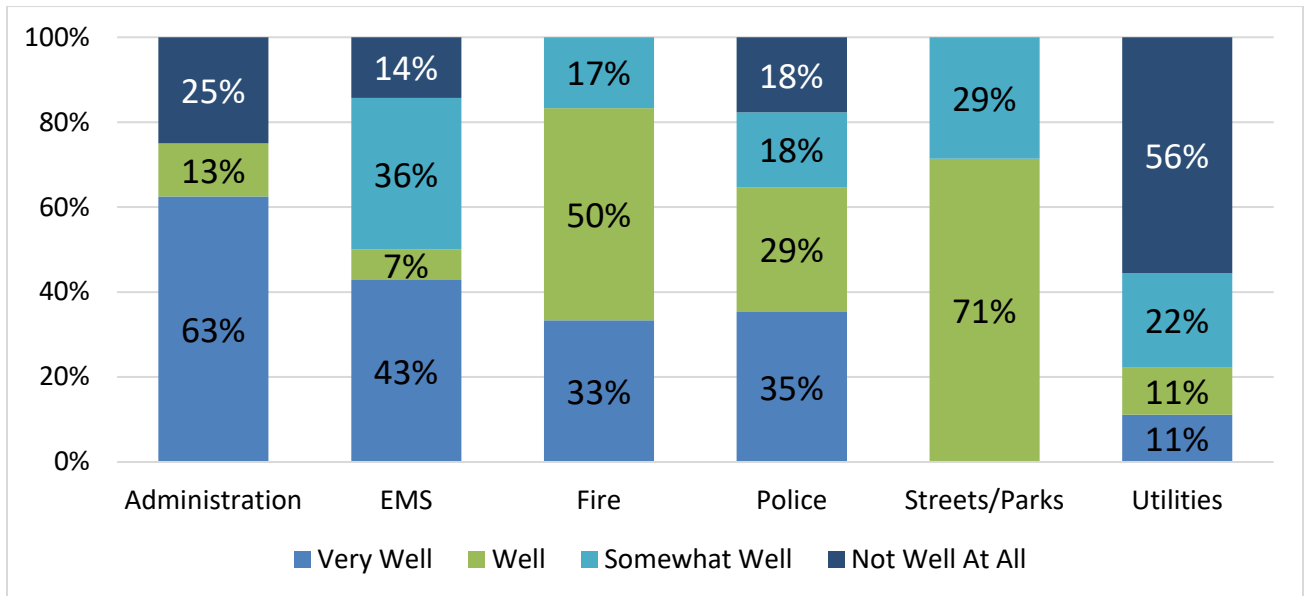
Following are all the departmental differences in response to survey questions.

## Trust in Immediate Supervisor

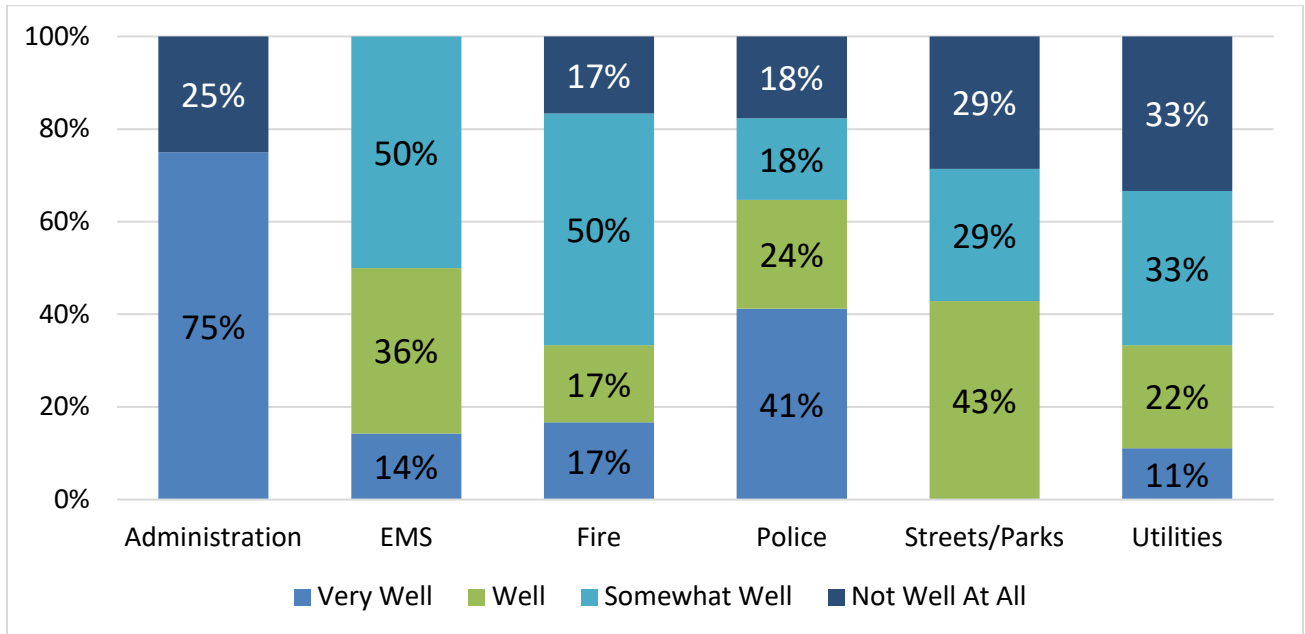


Respondents rated their department head on the following characteristics.

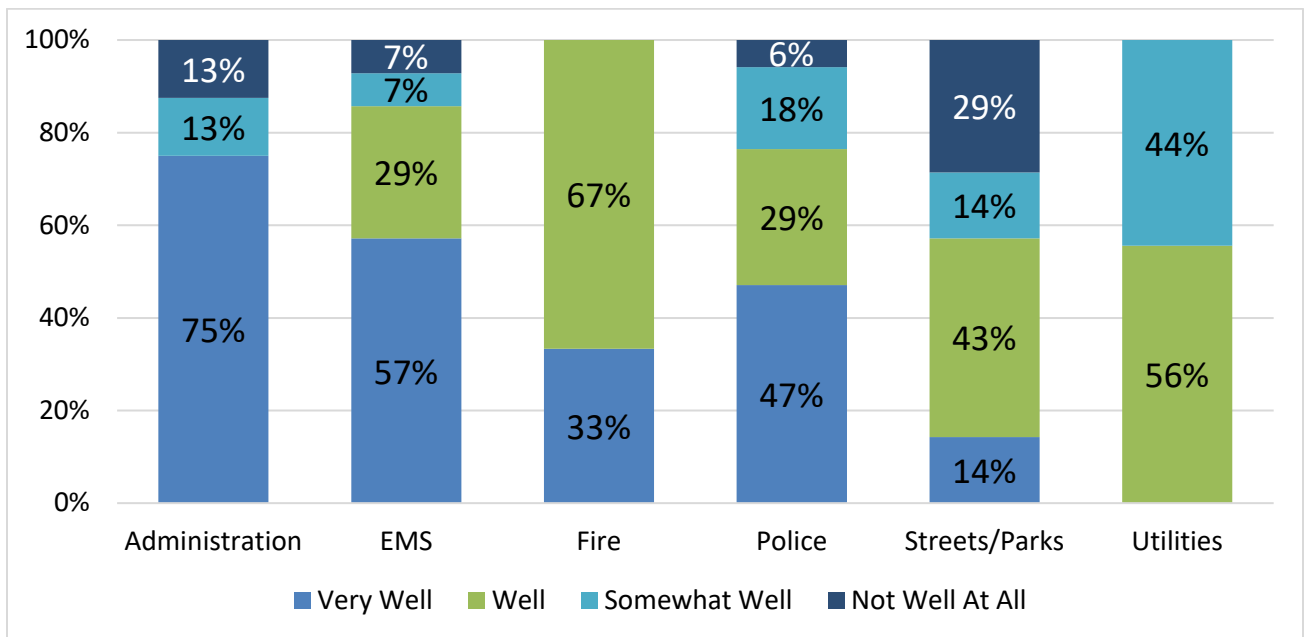
## Transparency



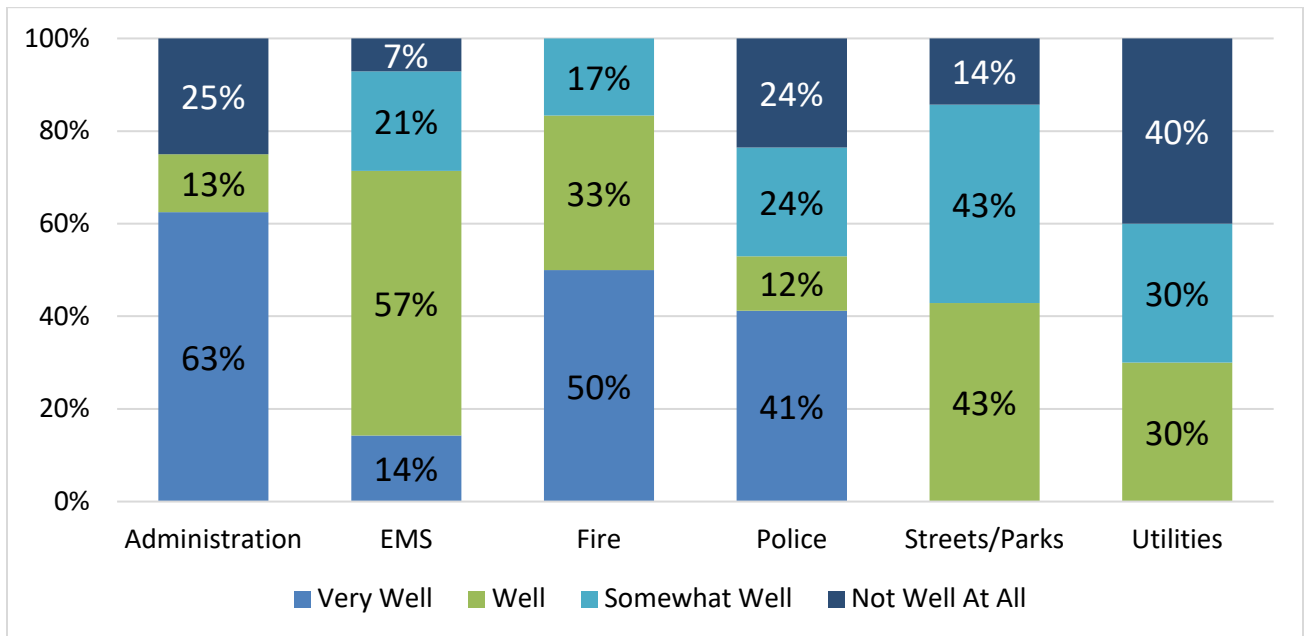
Recognition



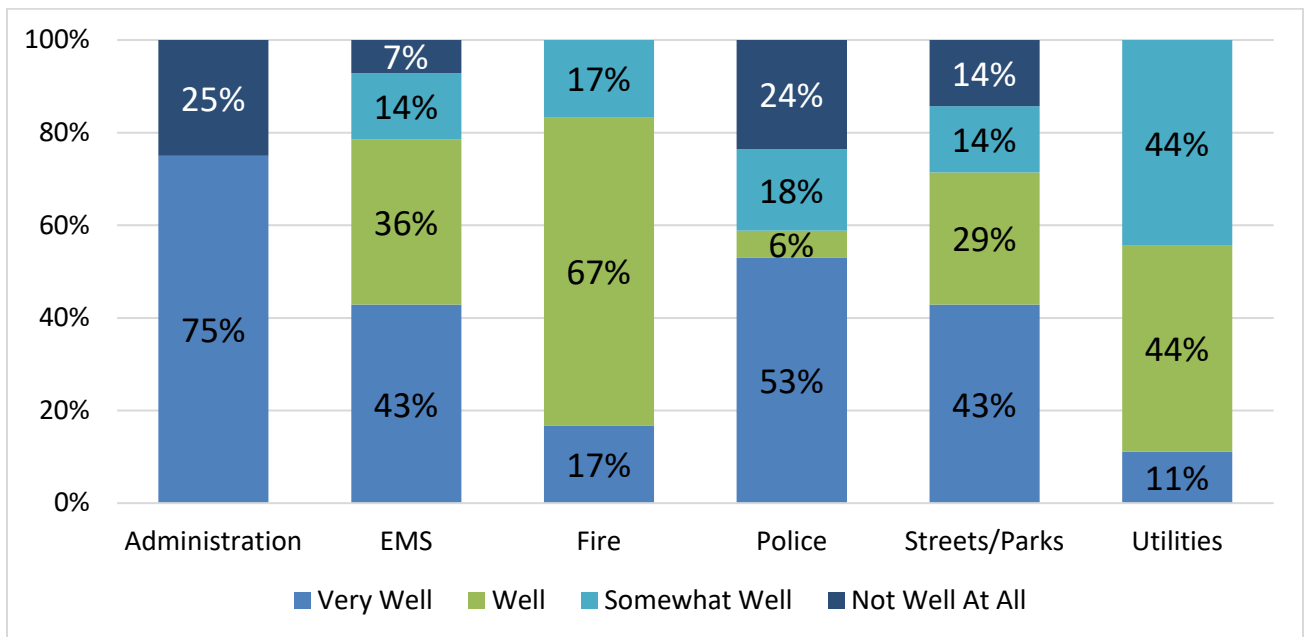
Competence



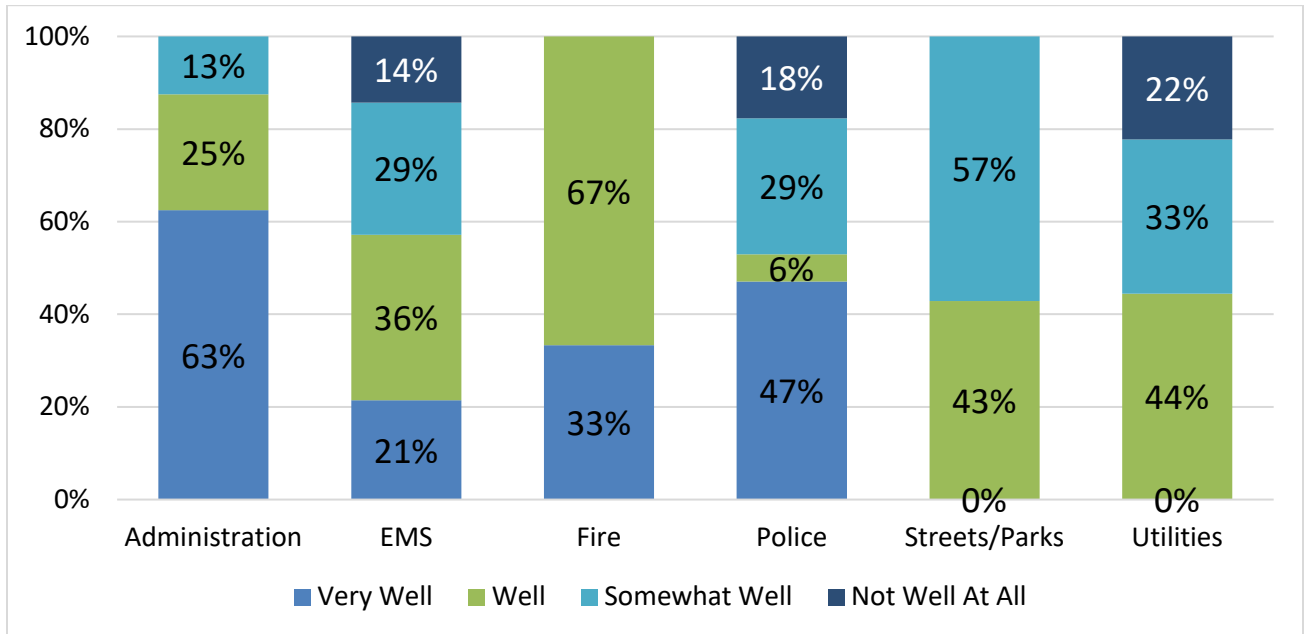
Clear Communication



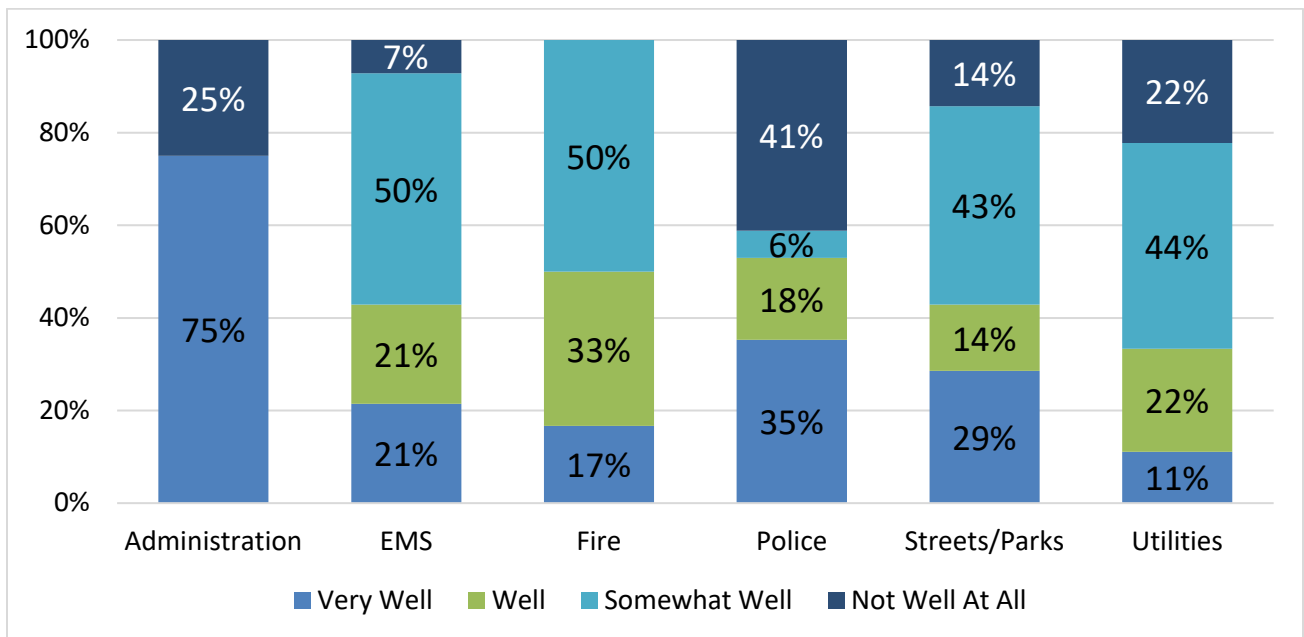
Honesty



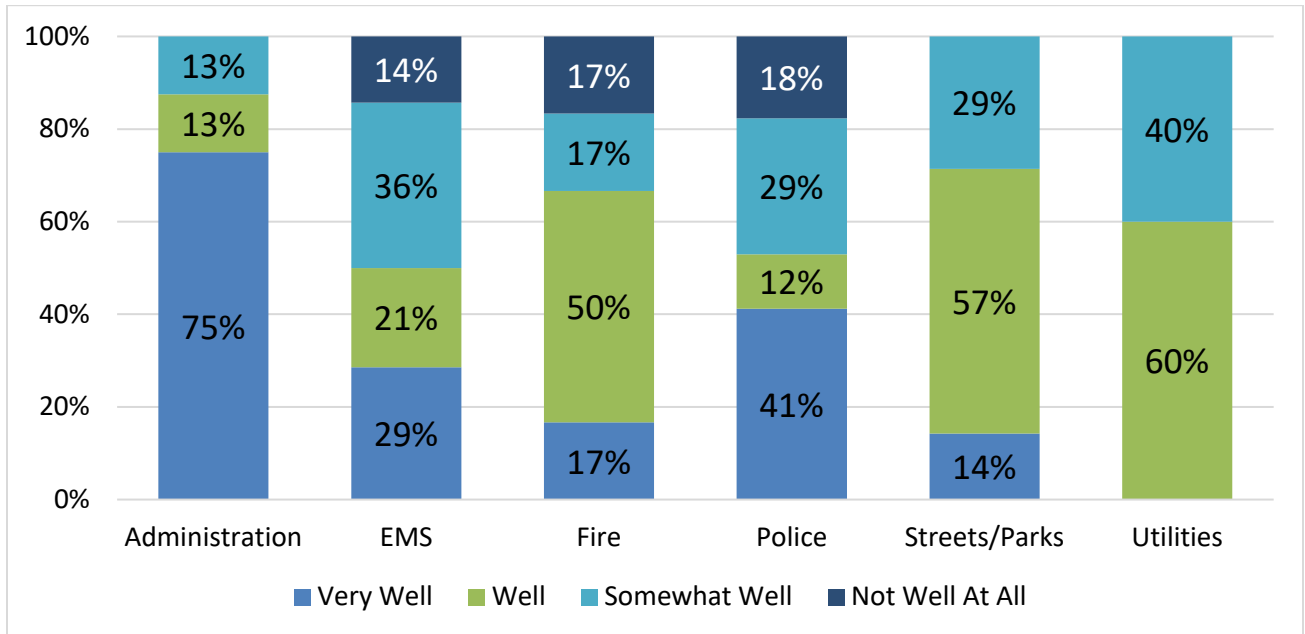
Consistency



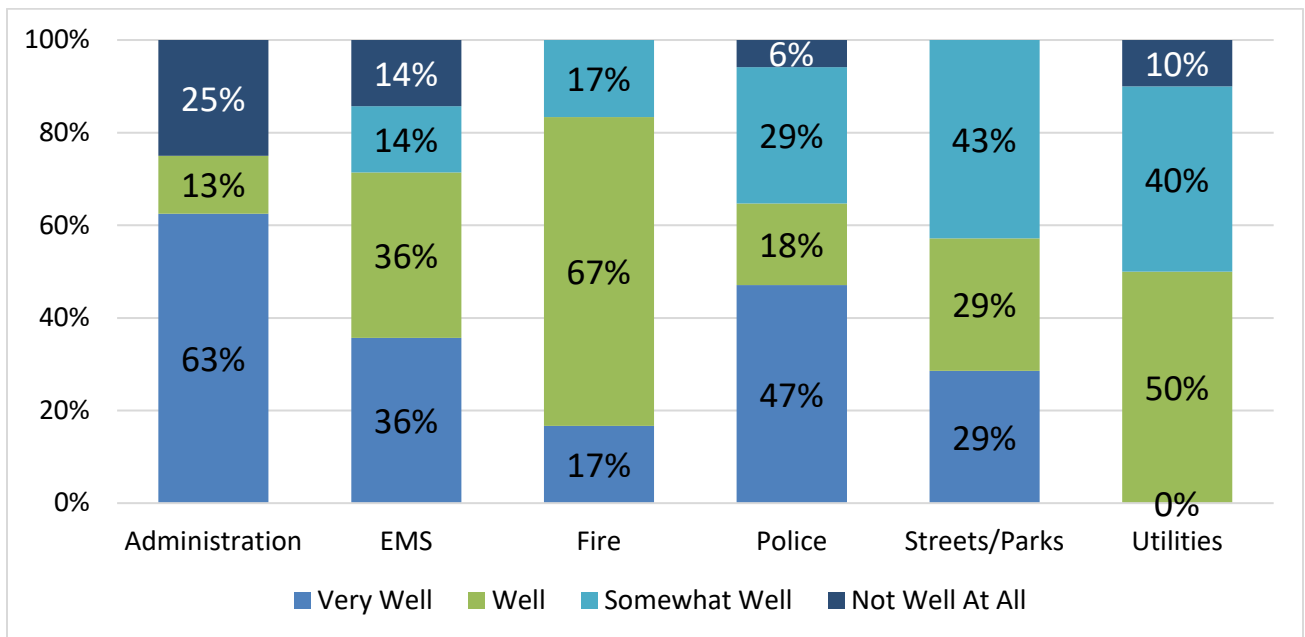
Responsiveness



**Fair Treatment**

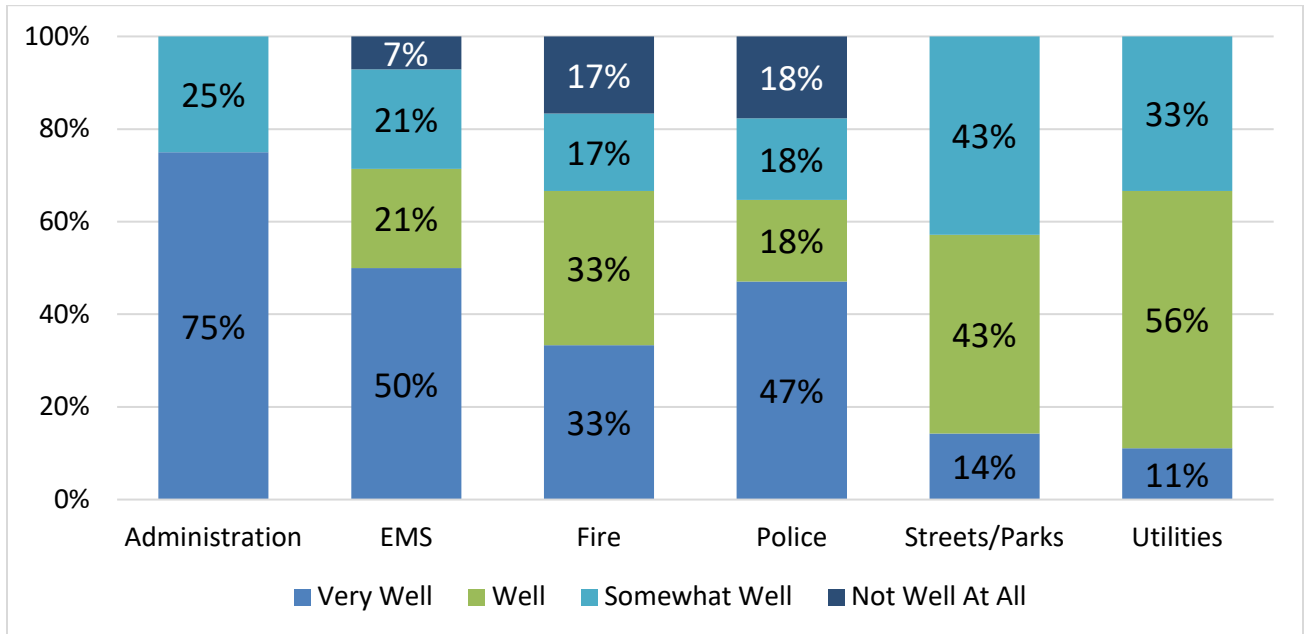


**Supportive Behavior**

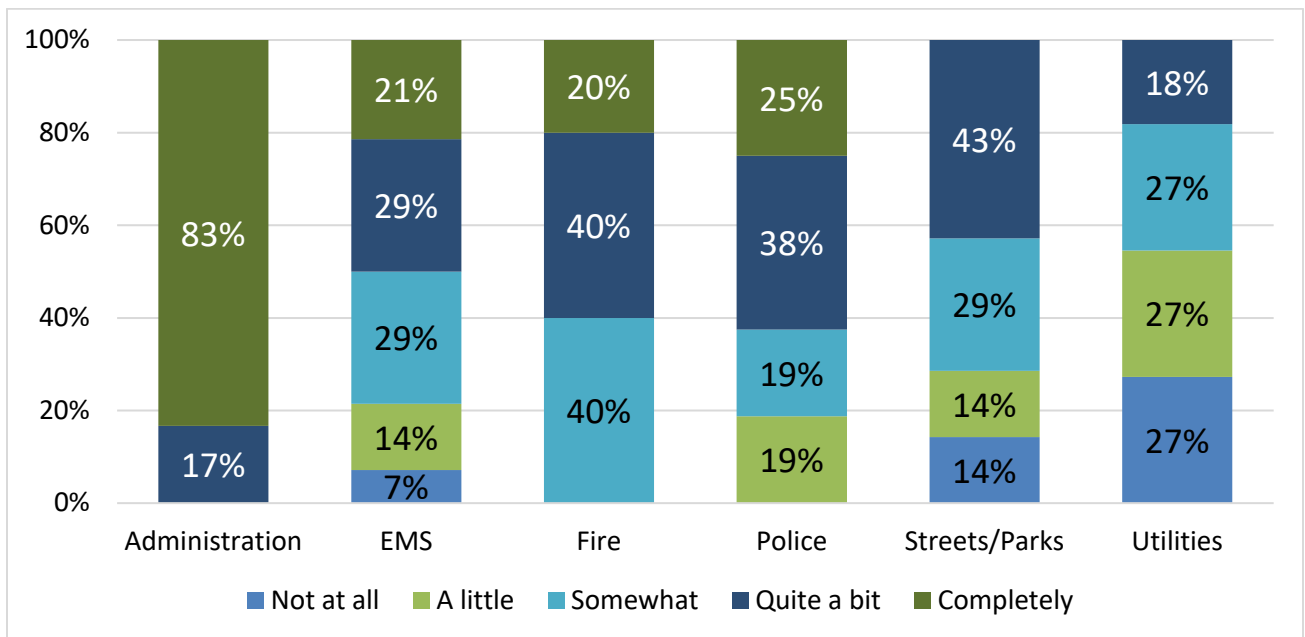




**Empathy**

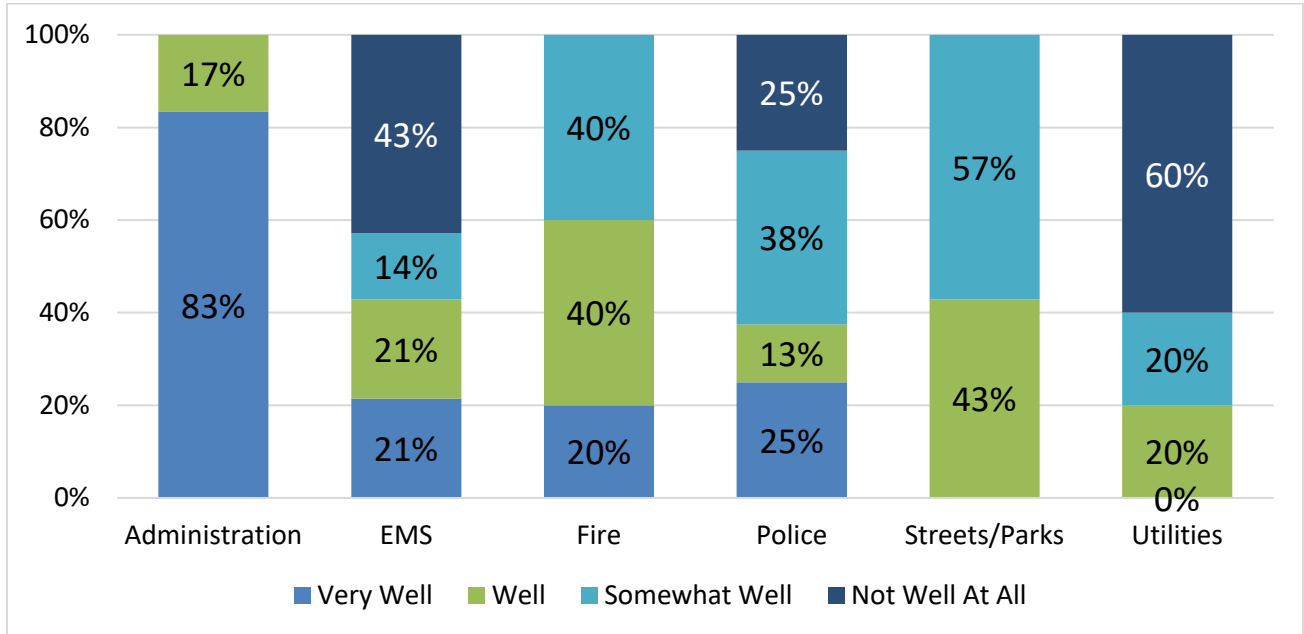


**Trust in Department Head**

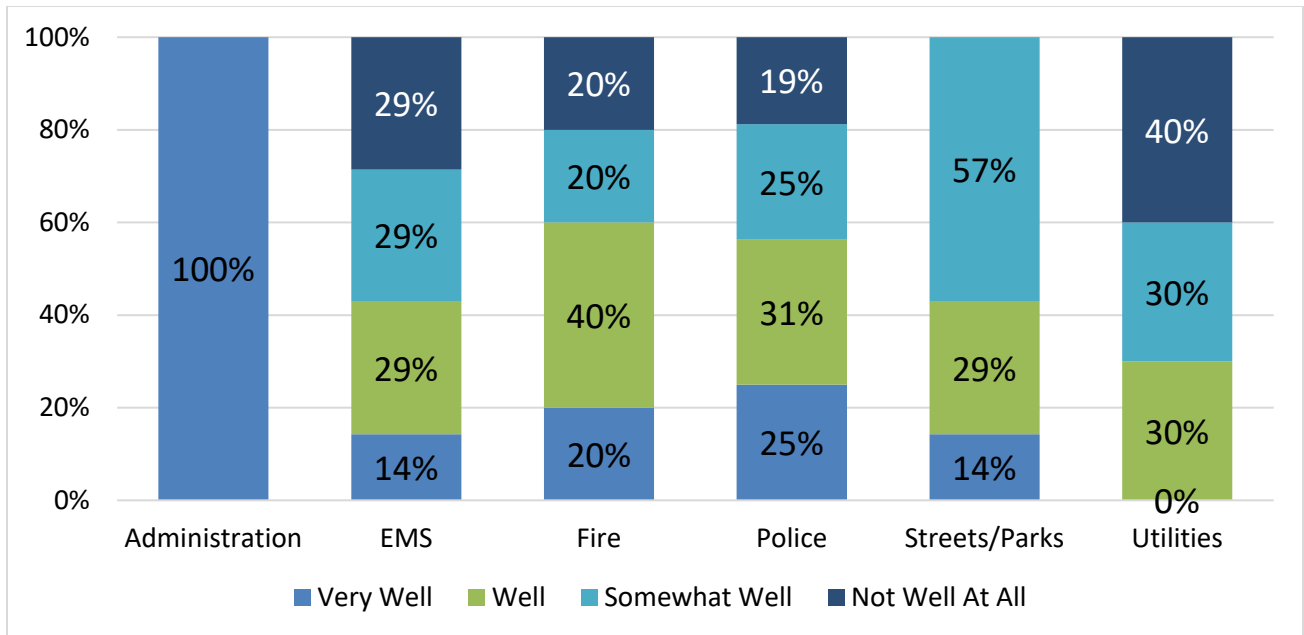


Respondents rated their department head on the following characteristics.

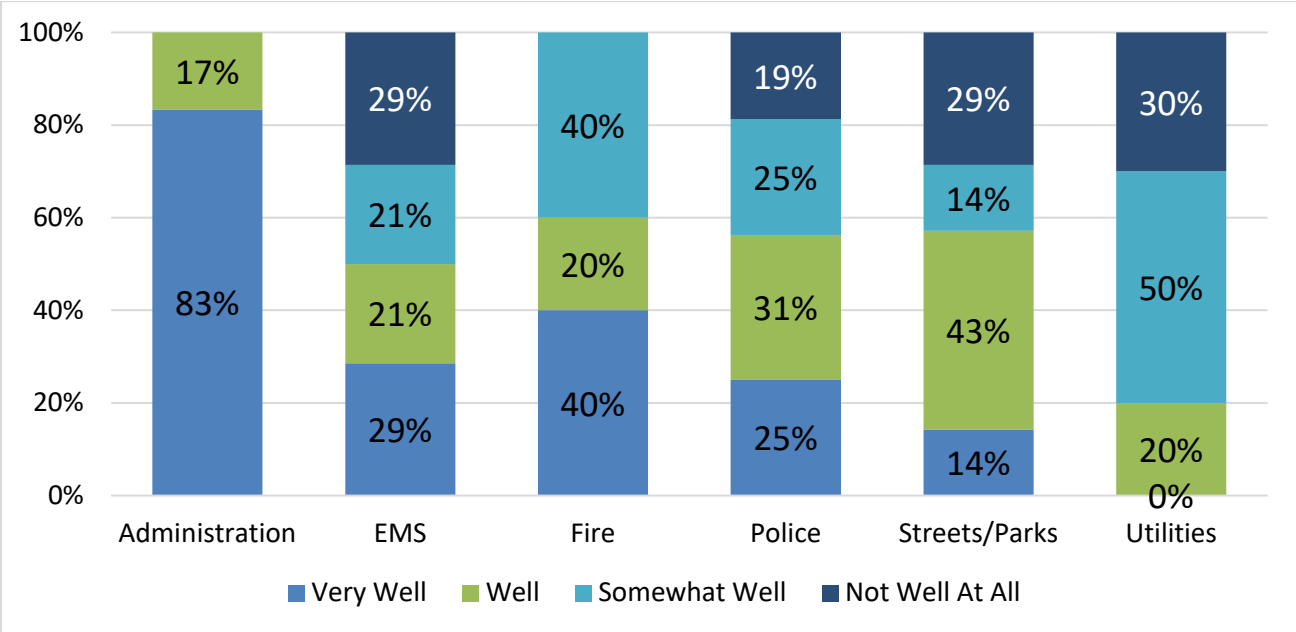
Clear and Transparent Communication



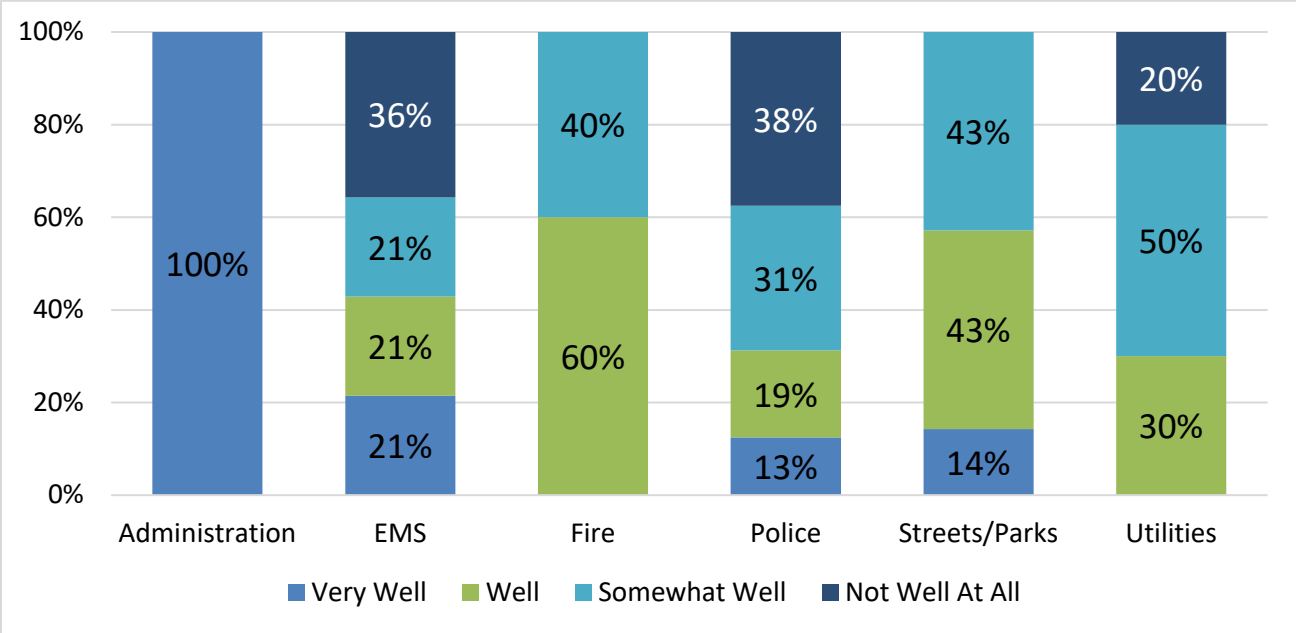
Active Listening



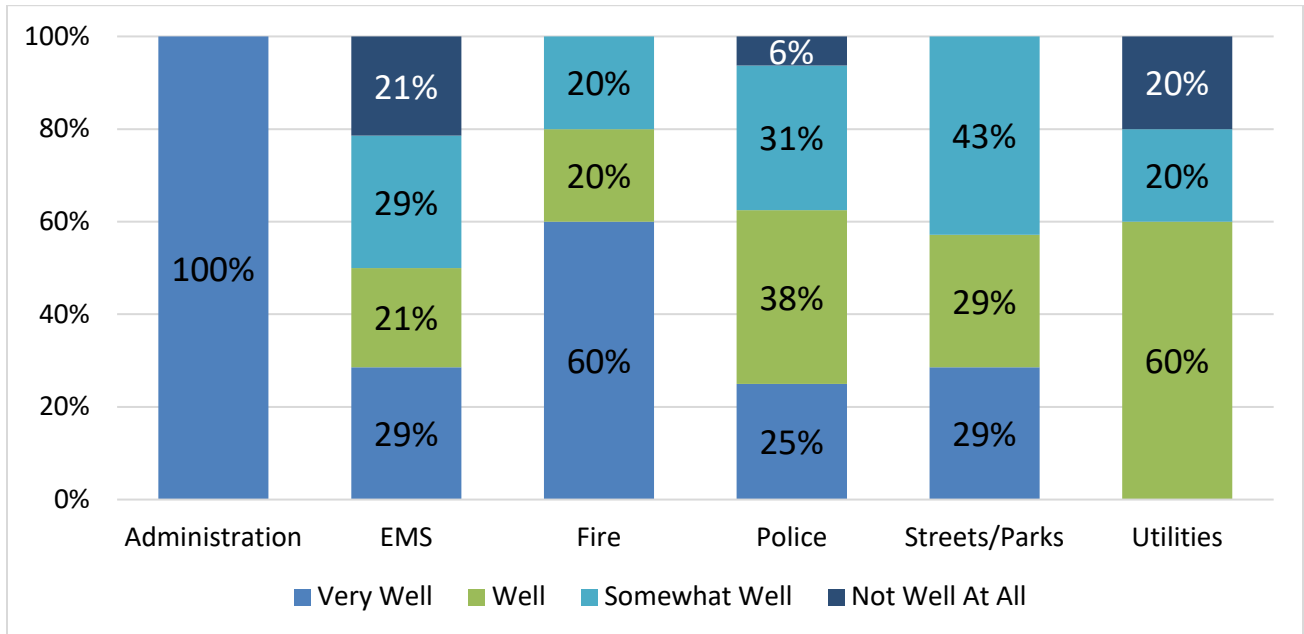
Visibility and Accessibility



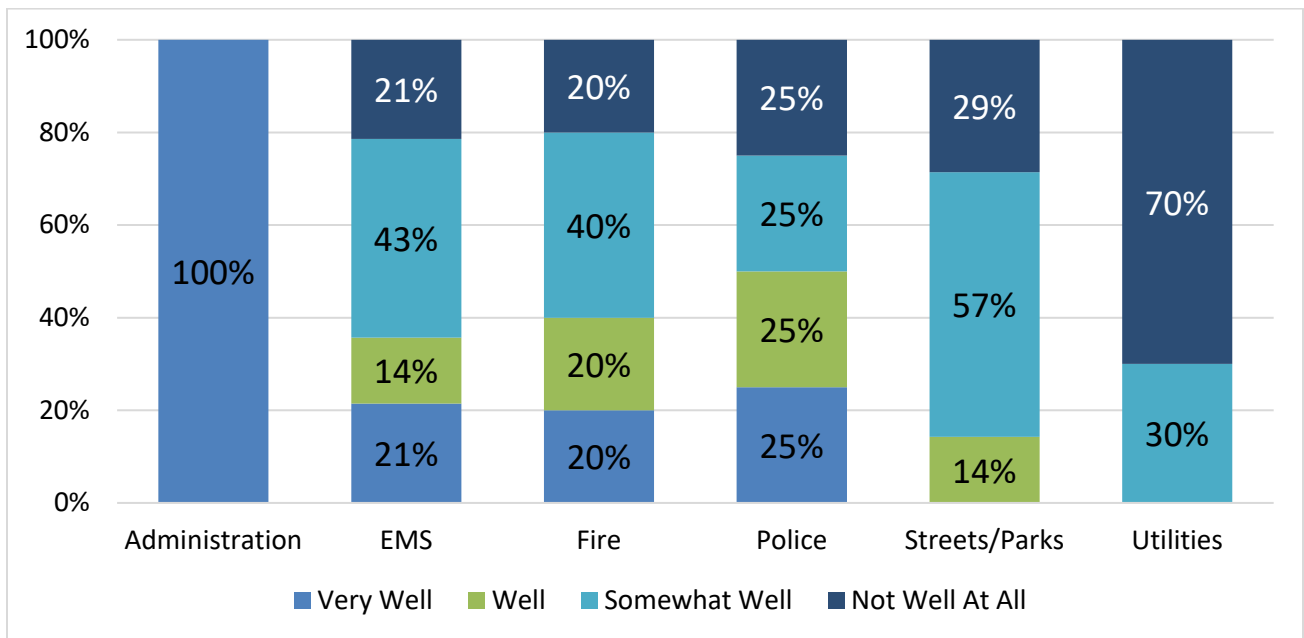
Follow-Through



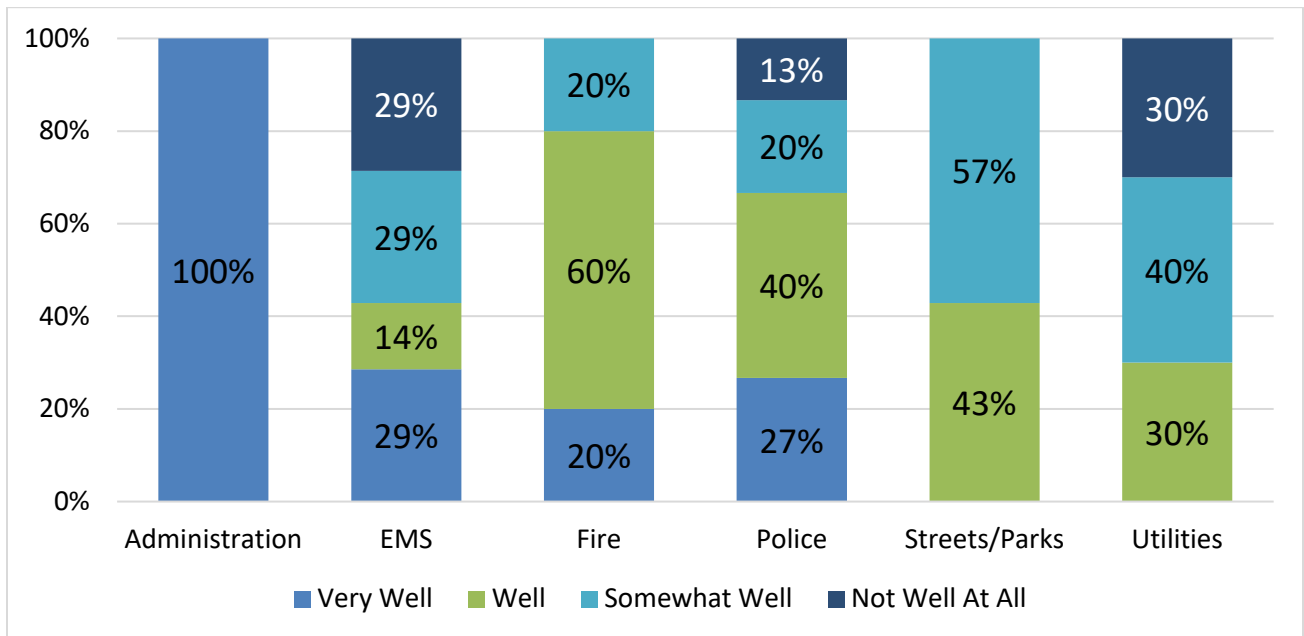
Support and Resources



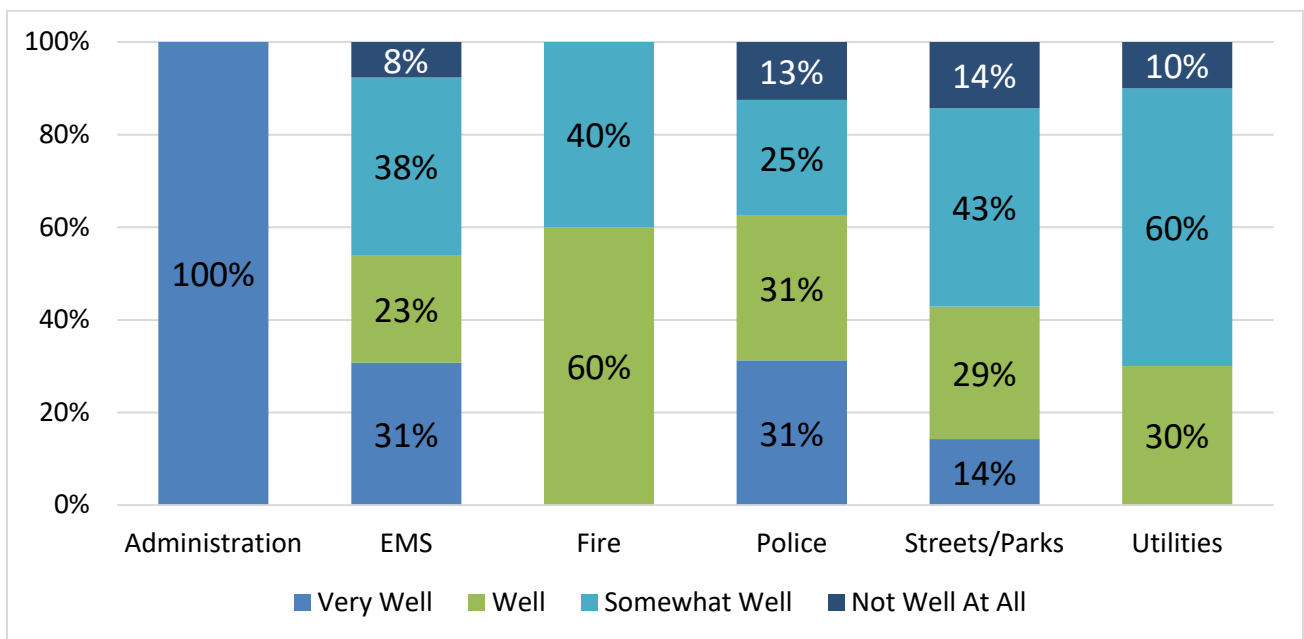
Recognition and Appreciation



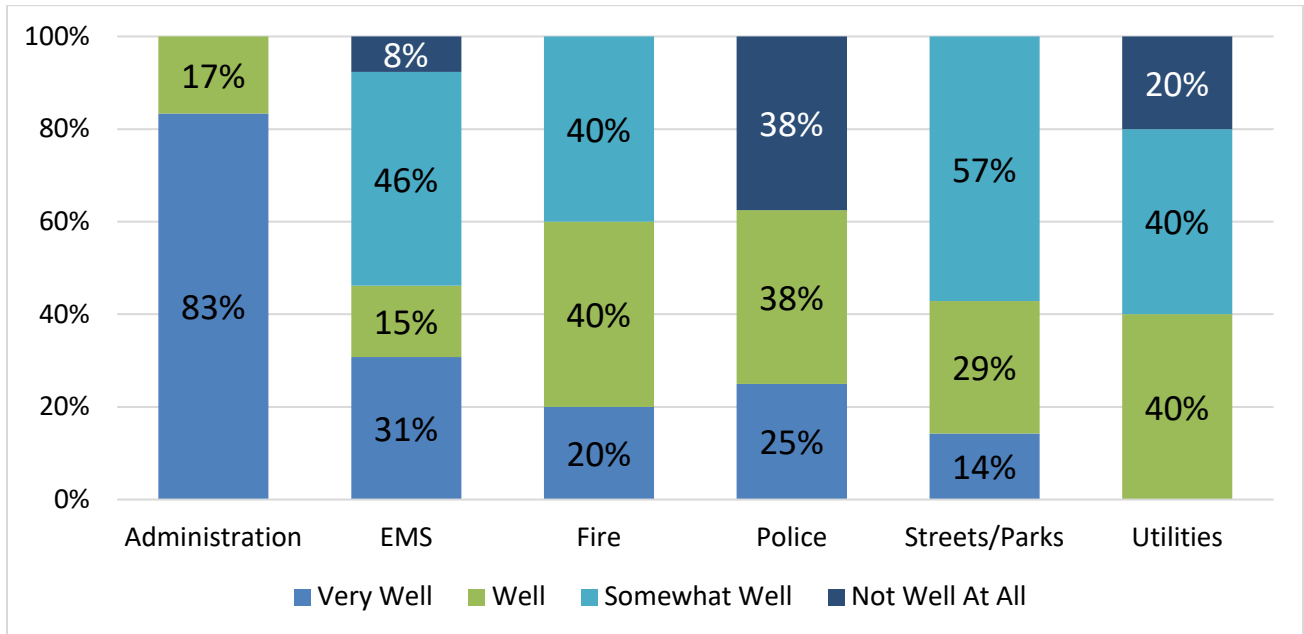
Consistency in Actions



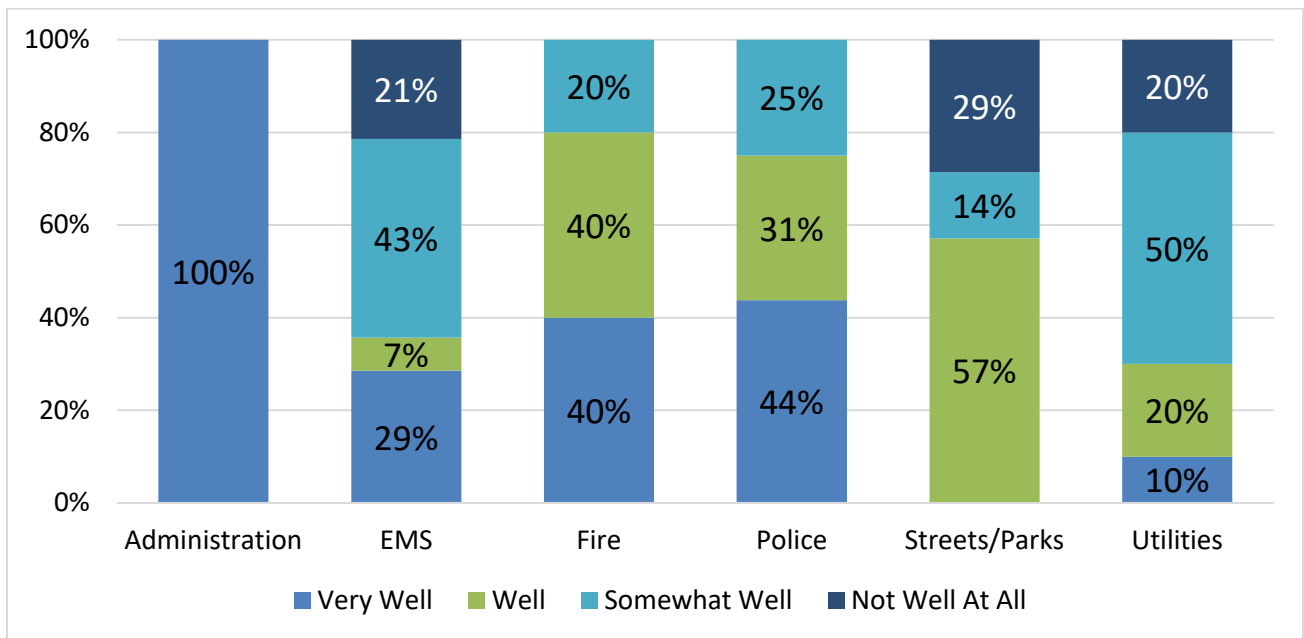
Empathy and Understanding



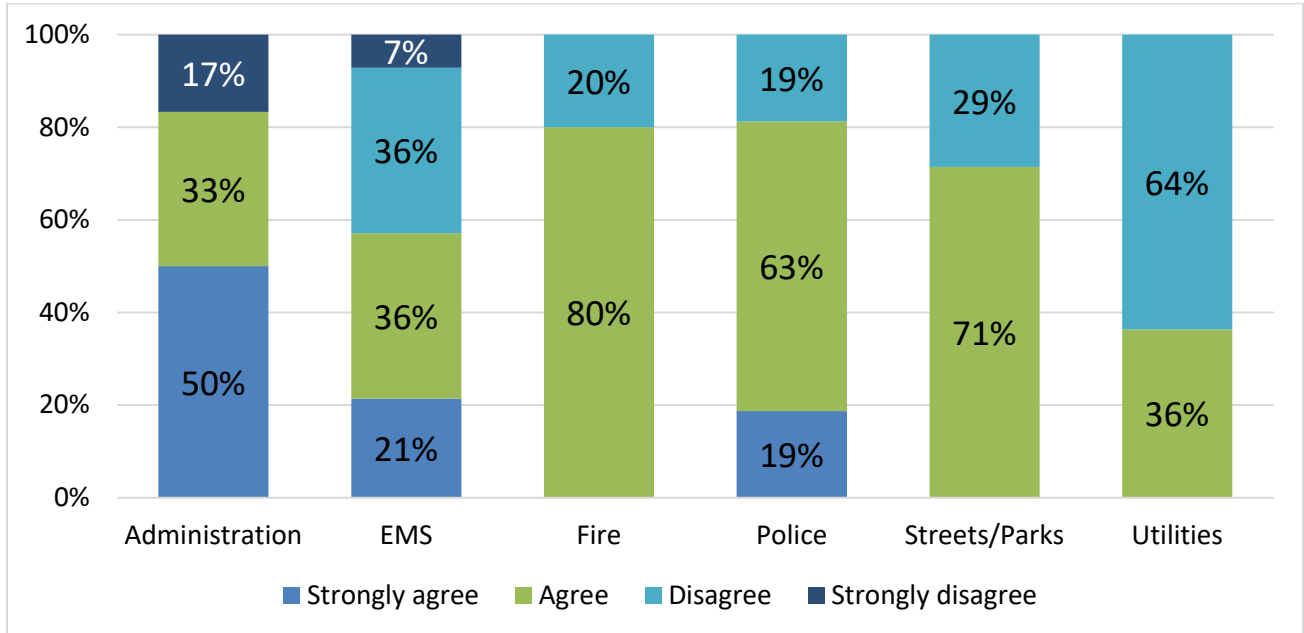
Accountability



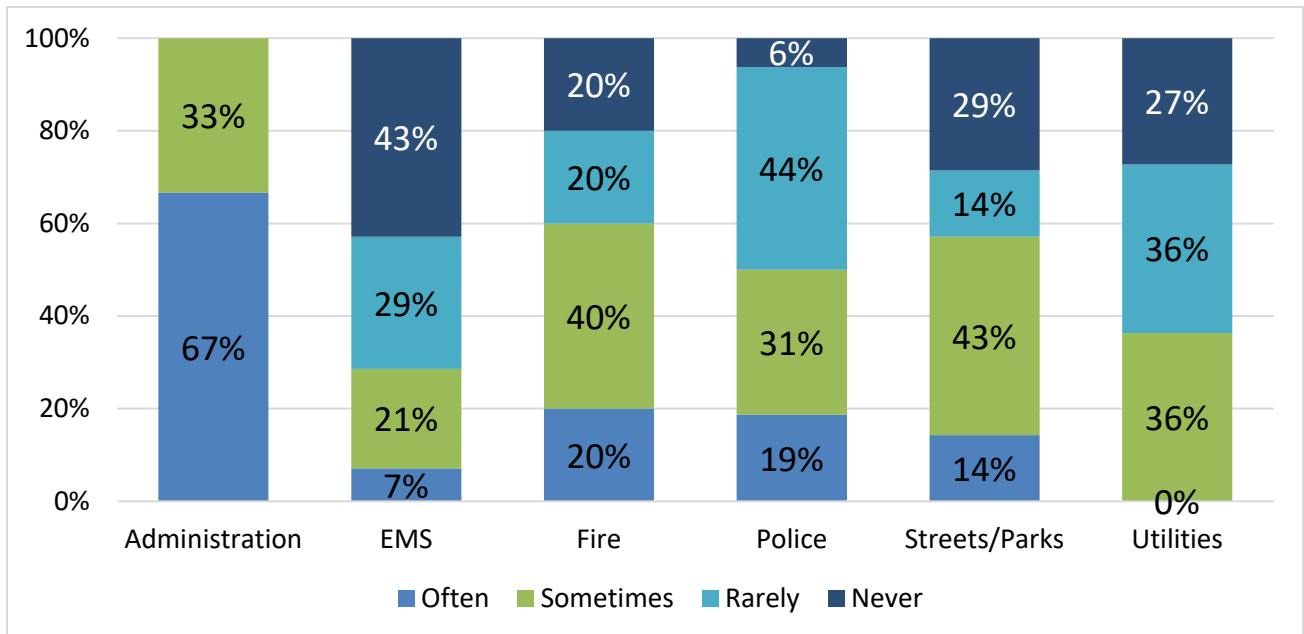
Expertise and Ability



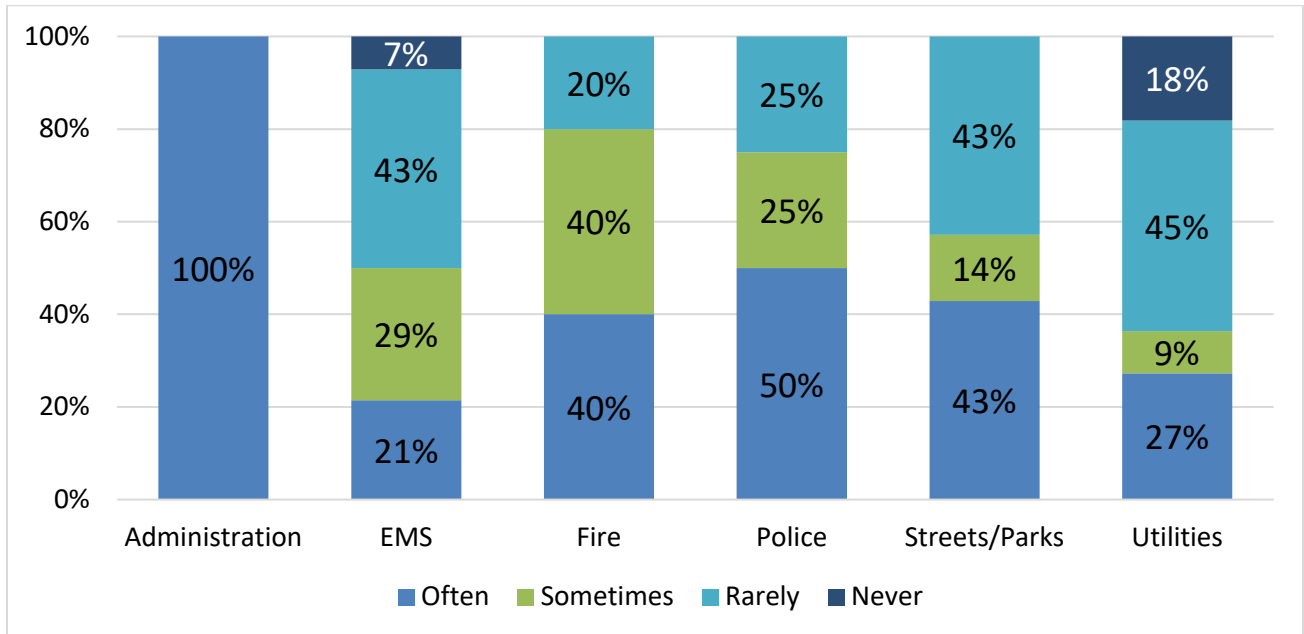
**How much do you agree with the statement: “My department head is accountable to their staff”**



**How often does your department head seek out your feedback?**



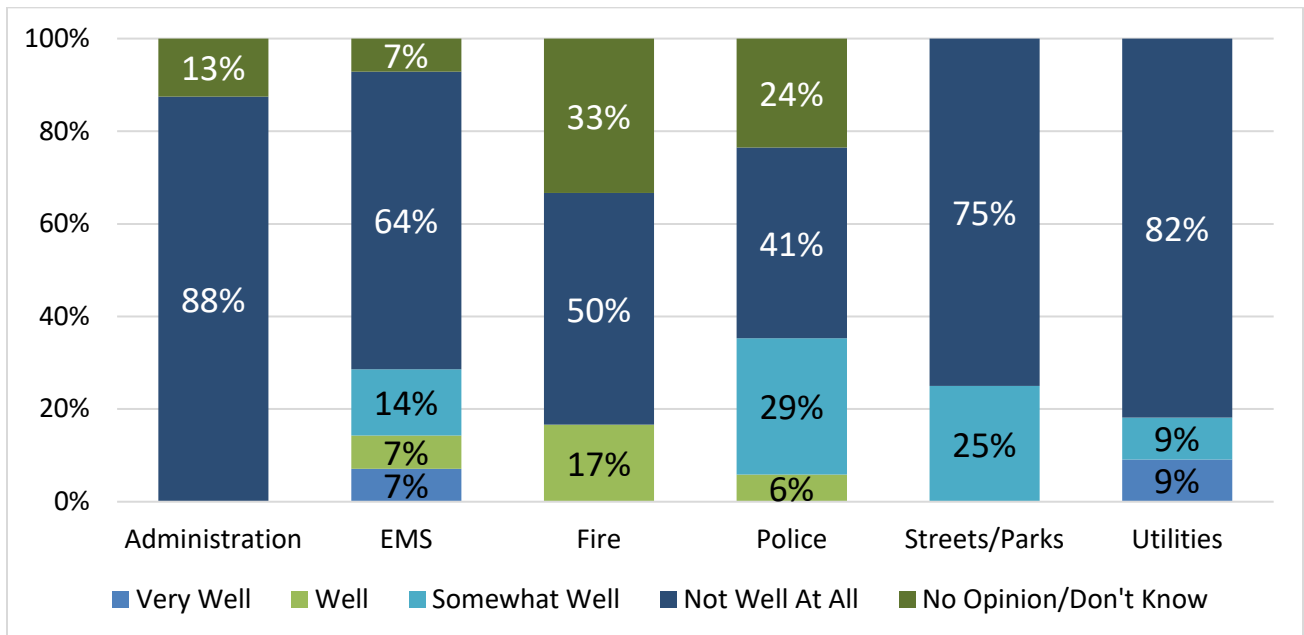
How often do you have personal interactions with your department head?



**City Administrator**

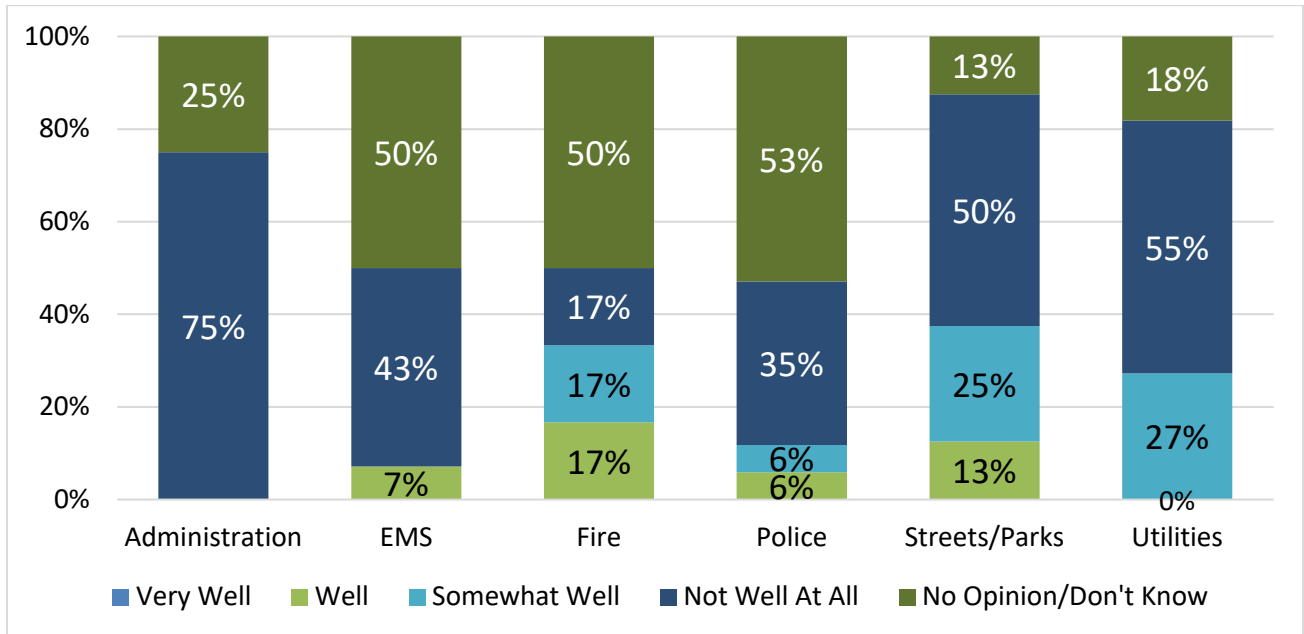
Respondents rated the City Administrator on the following characteristics.

Visibility and Accessibility

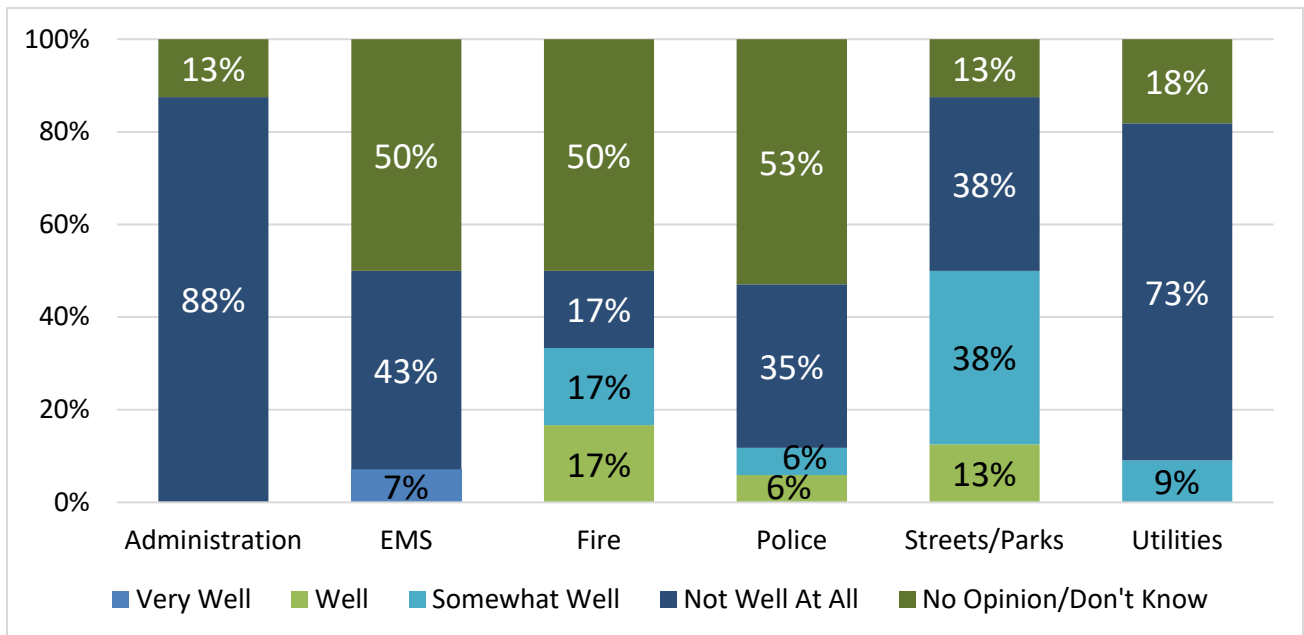




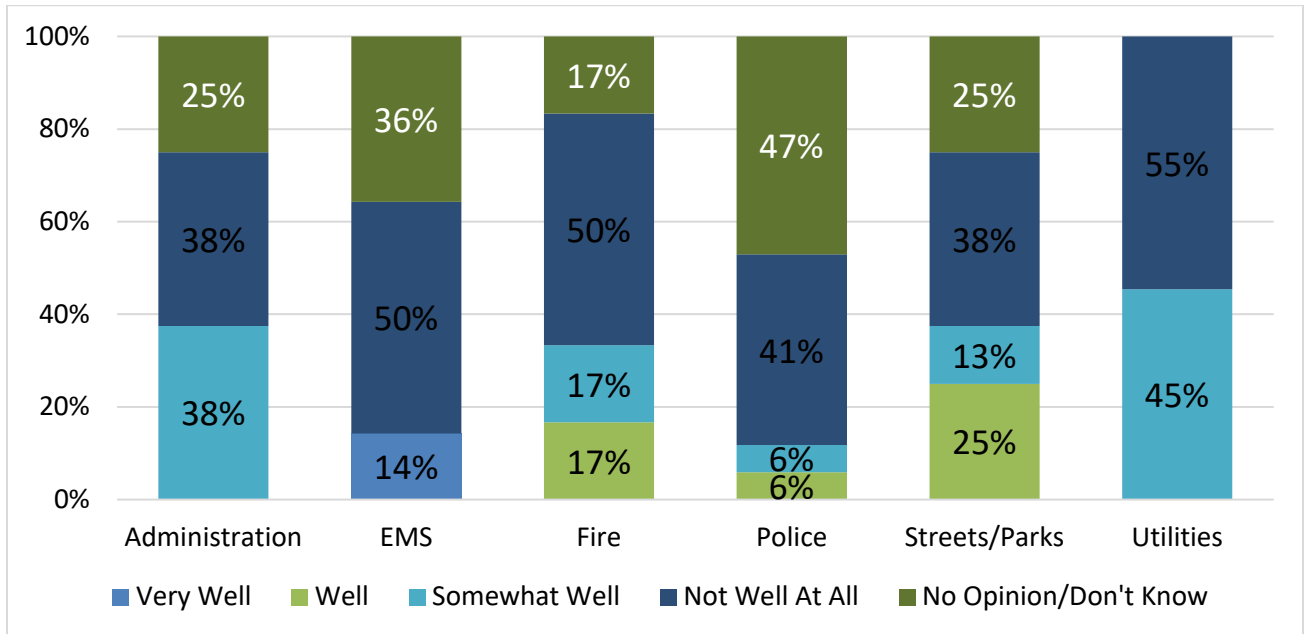
**Planning**



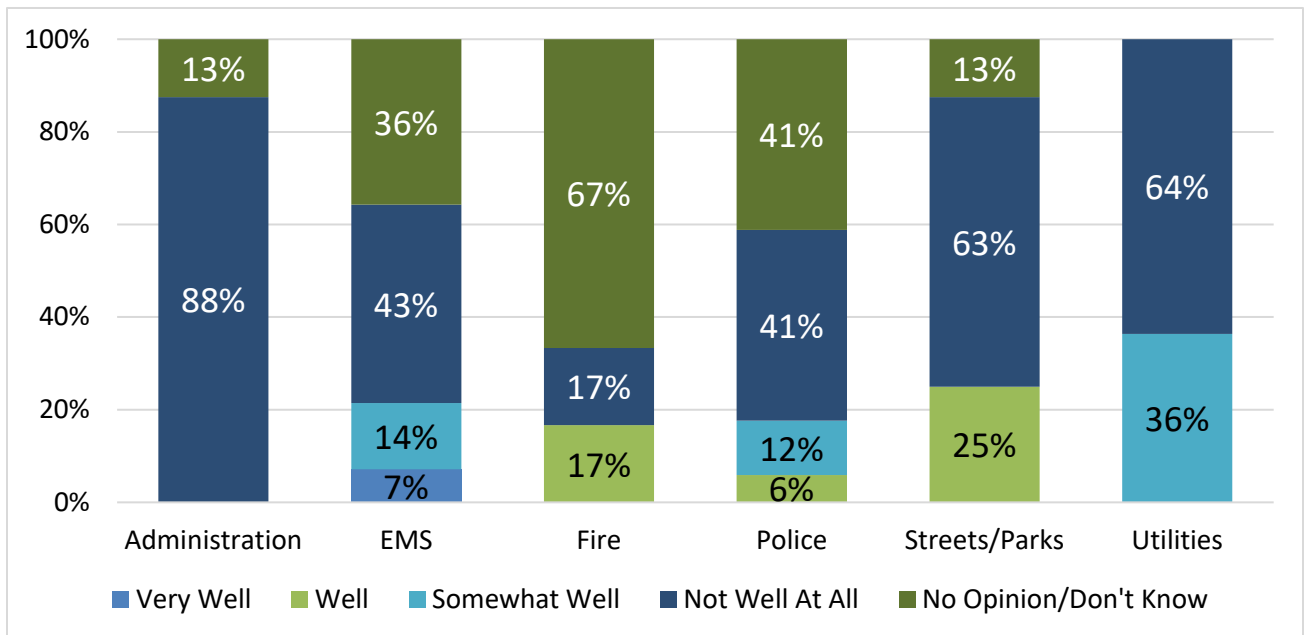
**Community Engagement**



**Policy Development**



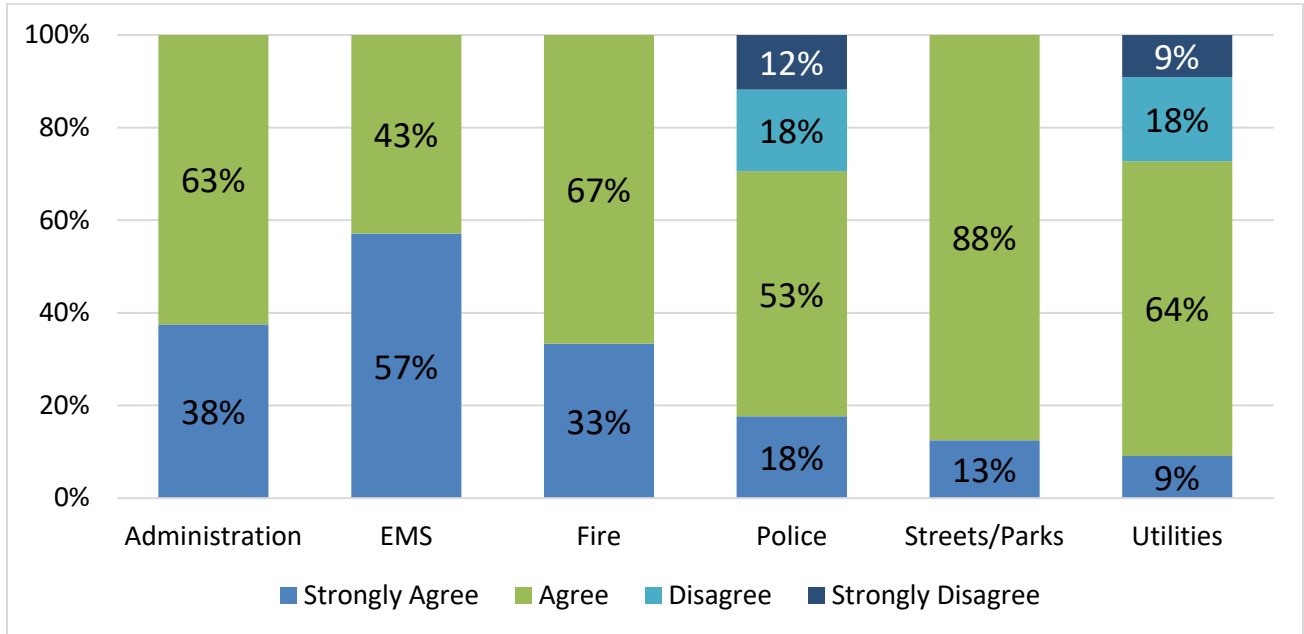
**Expertise and Ability**



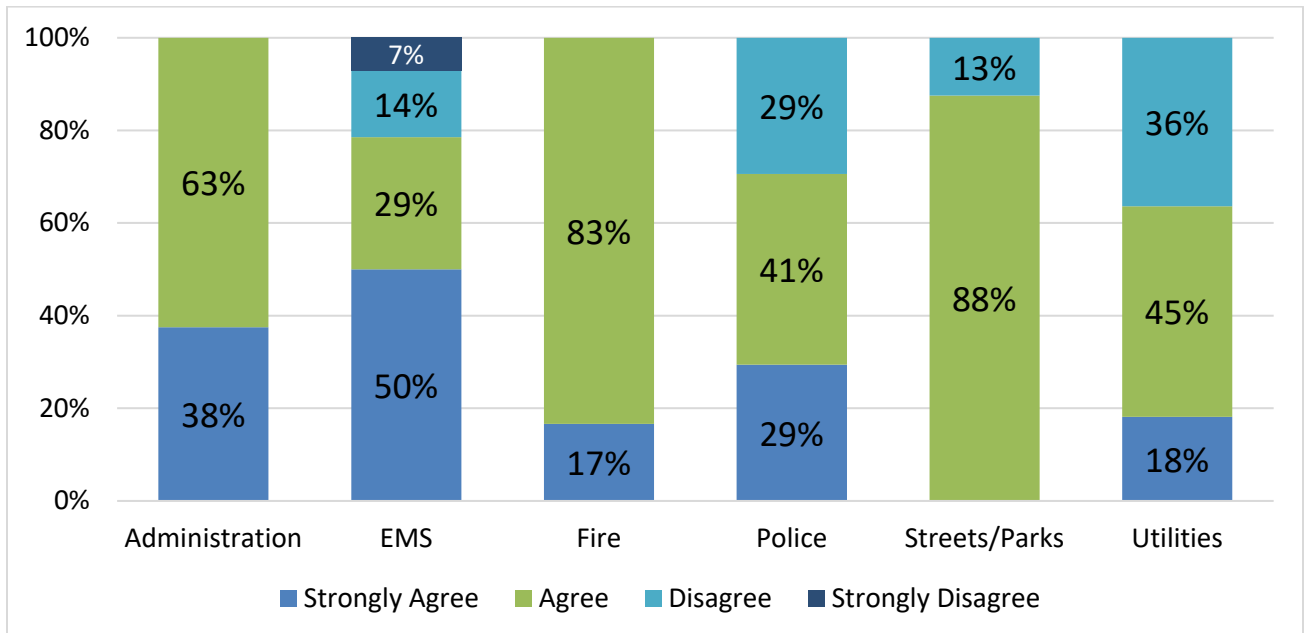
## **Work-Life Balance**

How much do you agree with the following statements:

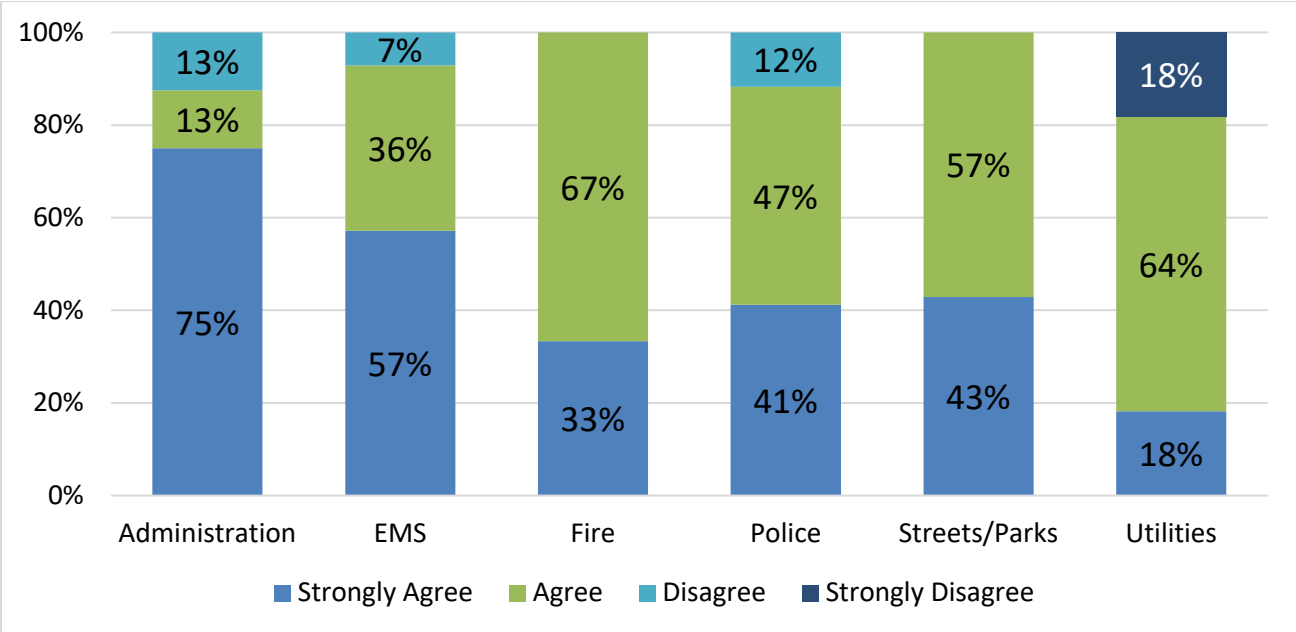
**“My workload is manageable.”**



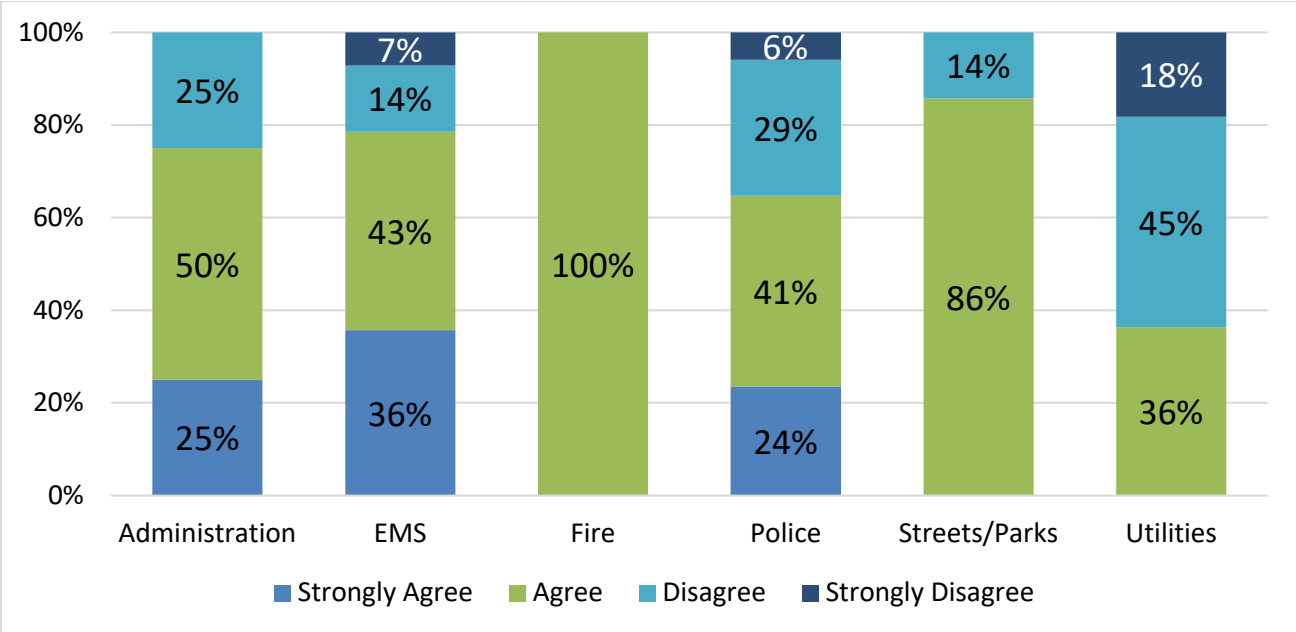
**“I am encouraged to take time off when needed (vacation, sick and personal days).”**



**“My current supervisor is supportive of my life commitments and needs.”**



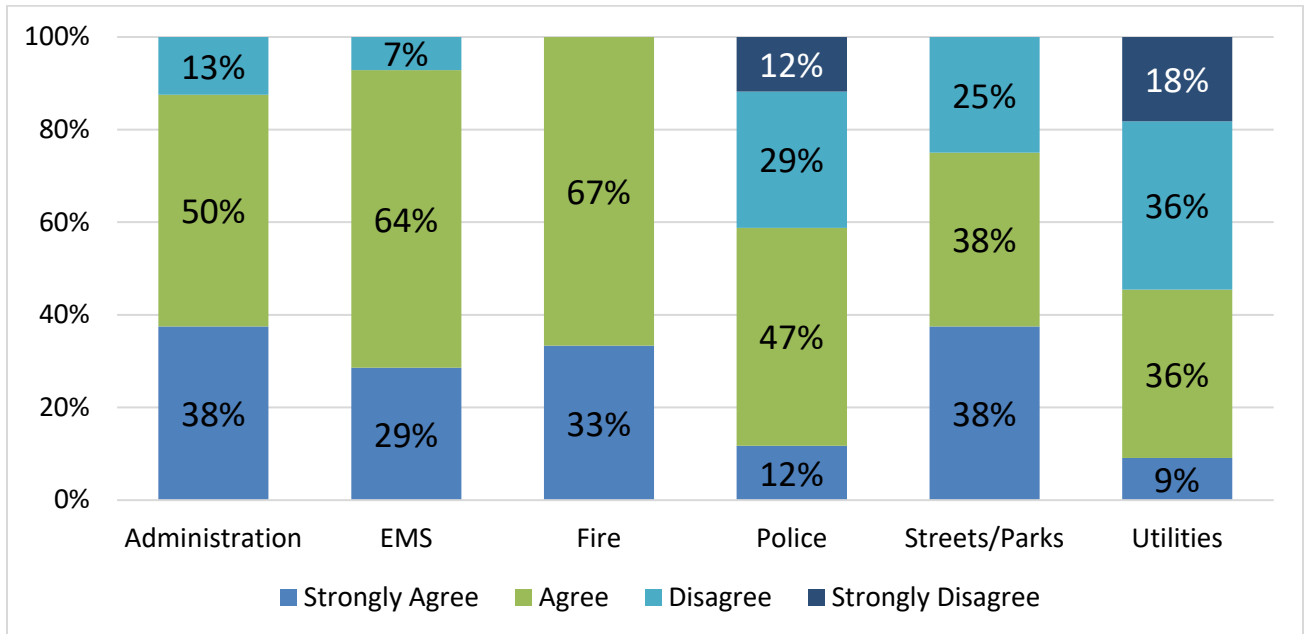
**“My current supervisor provides resources and support for managing work-related stress.”**



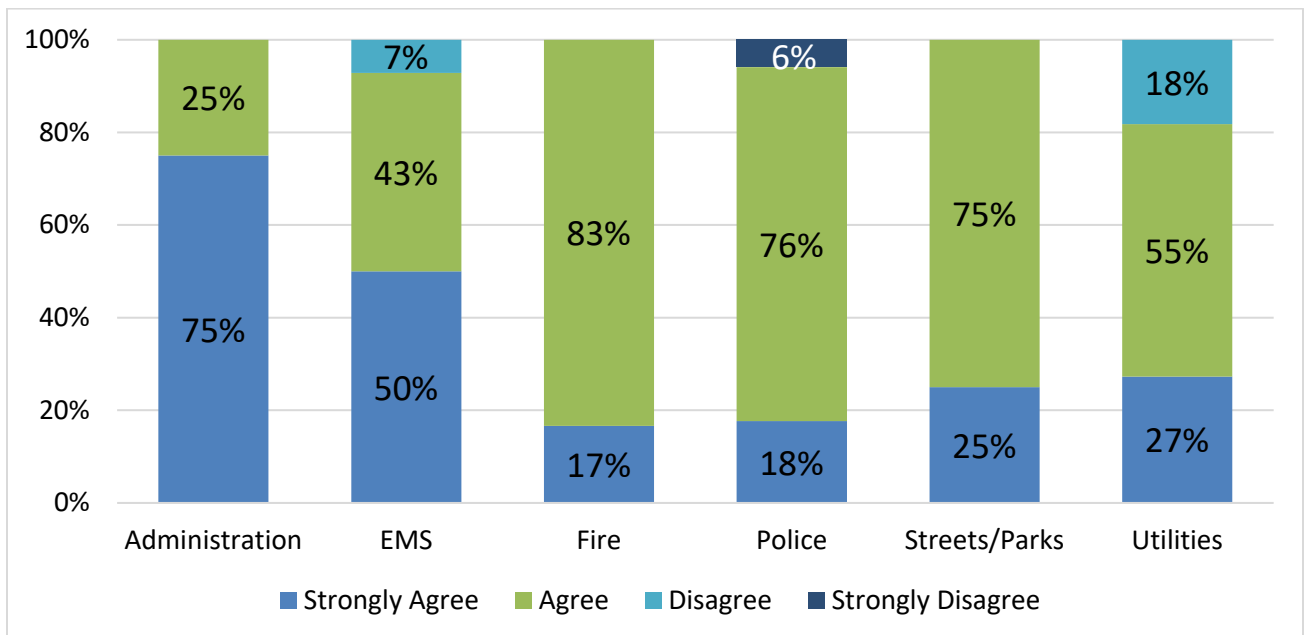
## Departmental Culture

How much do you agree with the following statements:

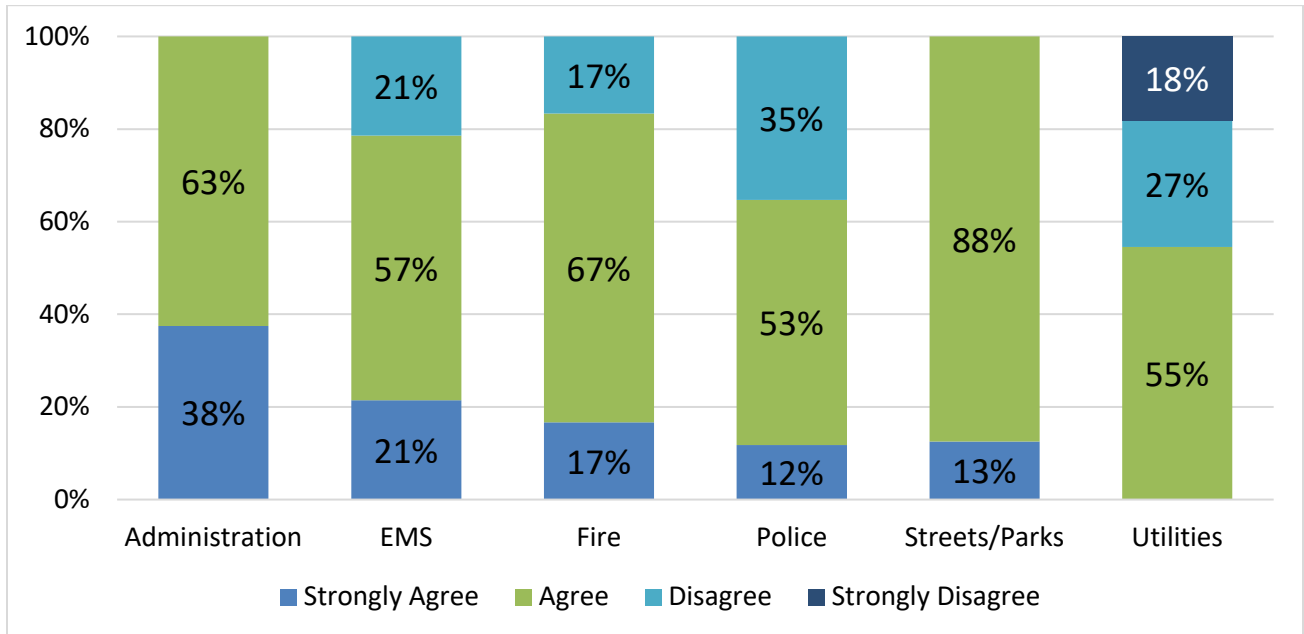
*“I enjoy coming to work each day.”*



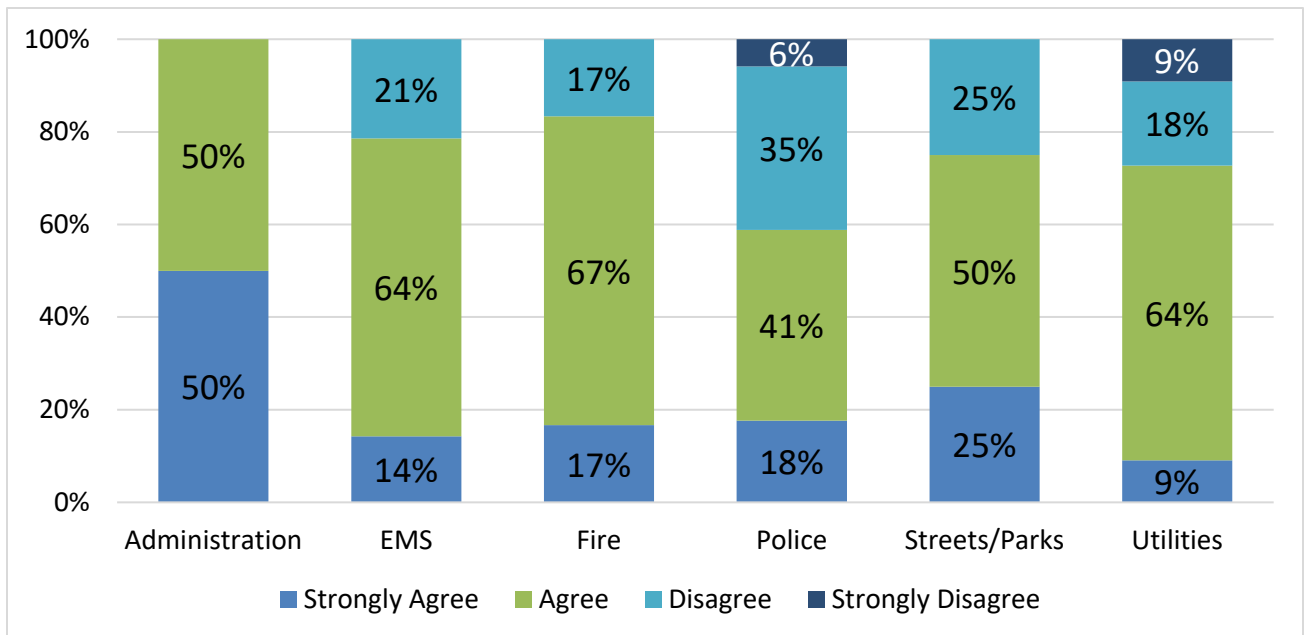
*“I have positive relationships with my colleagues.”*



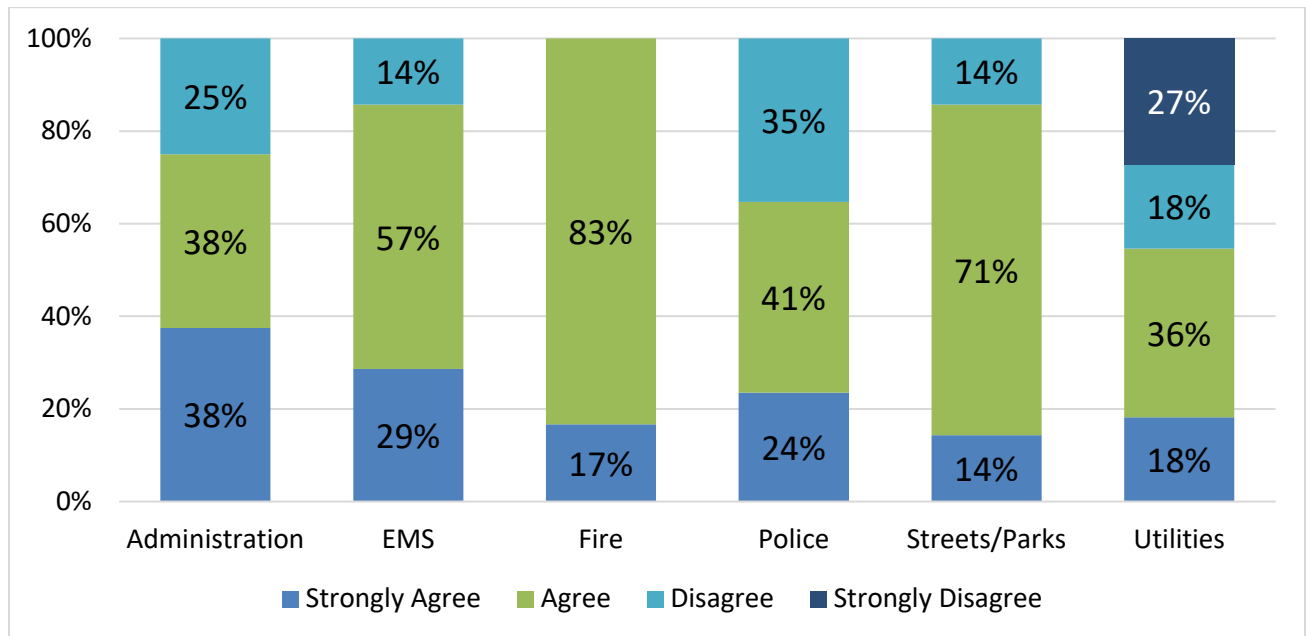
**“The work environment is supportive.”**



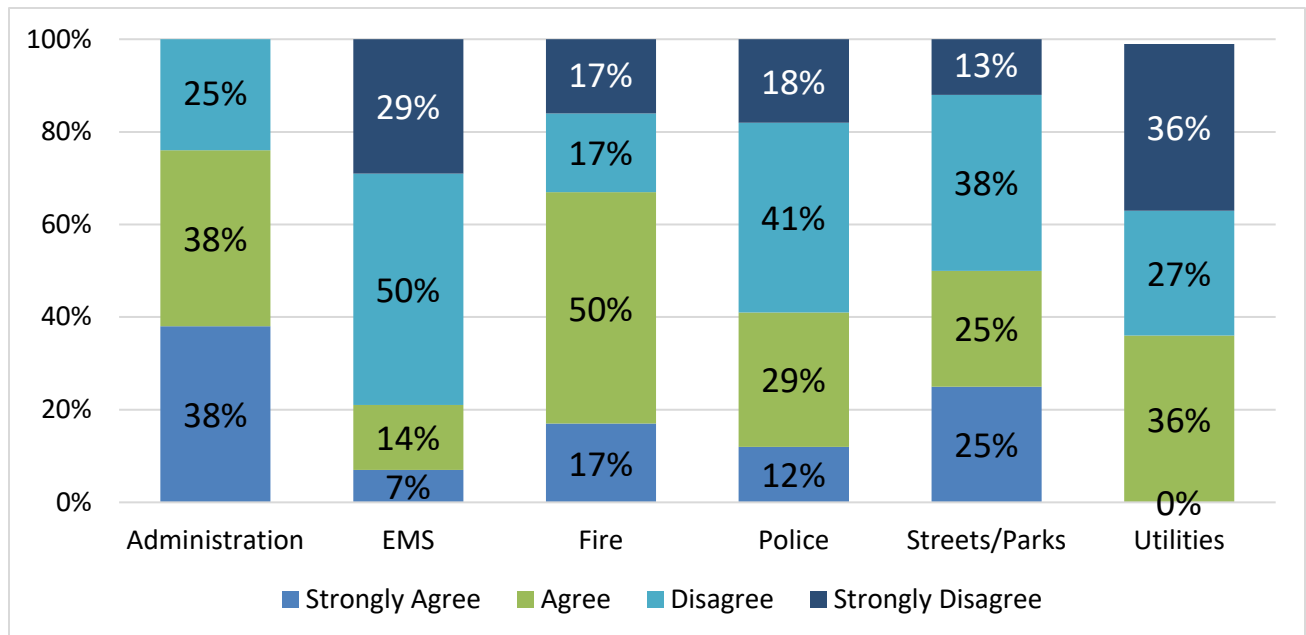
**“I feel valued by my team.”**



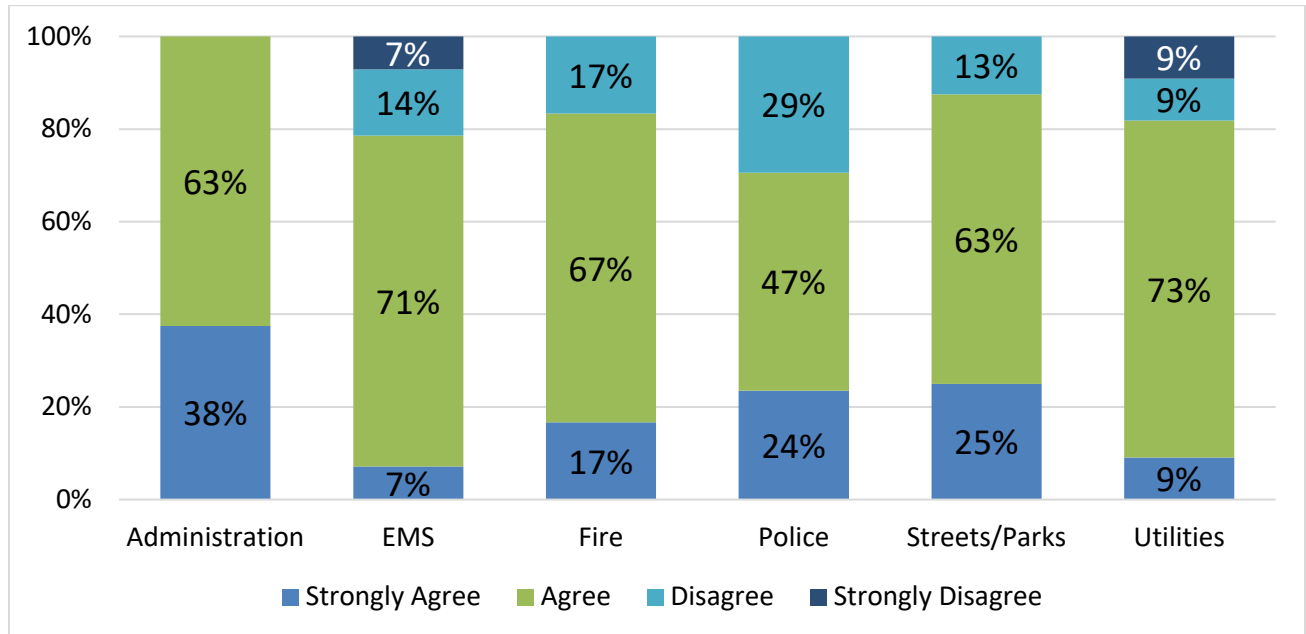
**"I know what my department's goals are."**



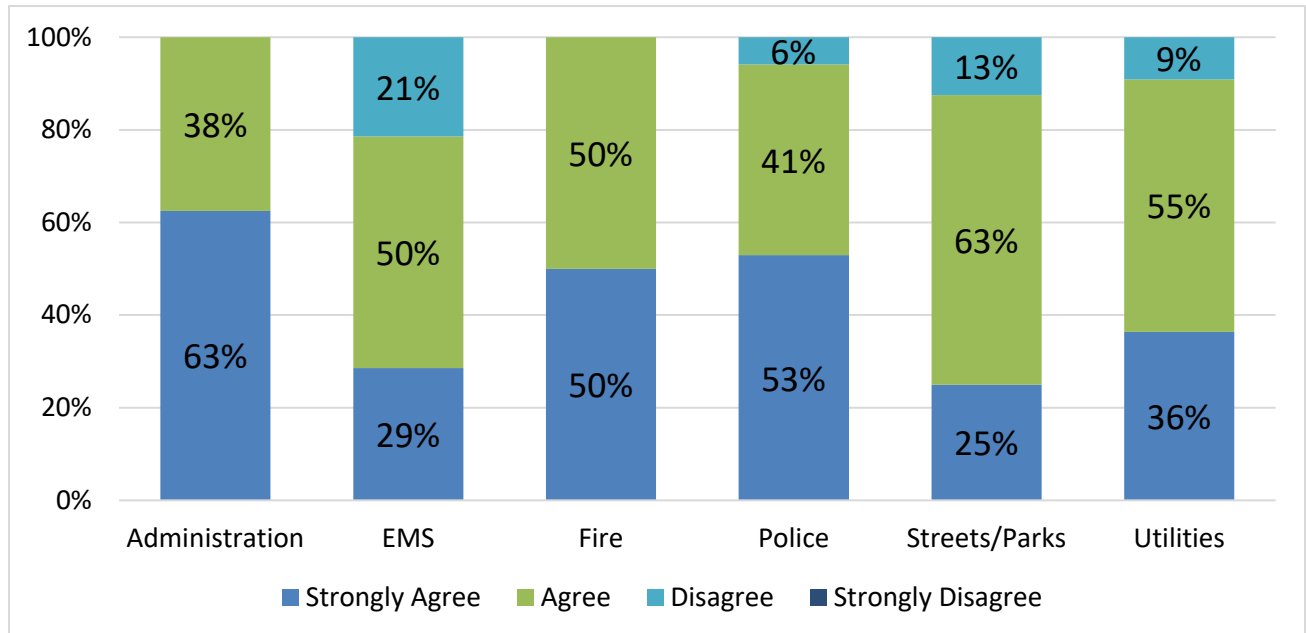
**"I am a part of planning and goal setting for my department"**



**“I know how the work my department does aligns with the City overall.”**



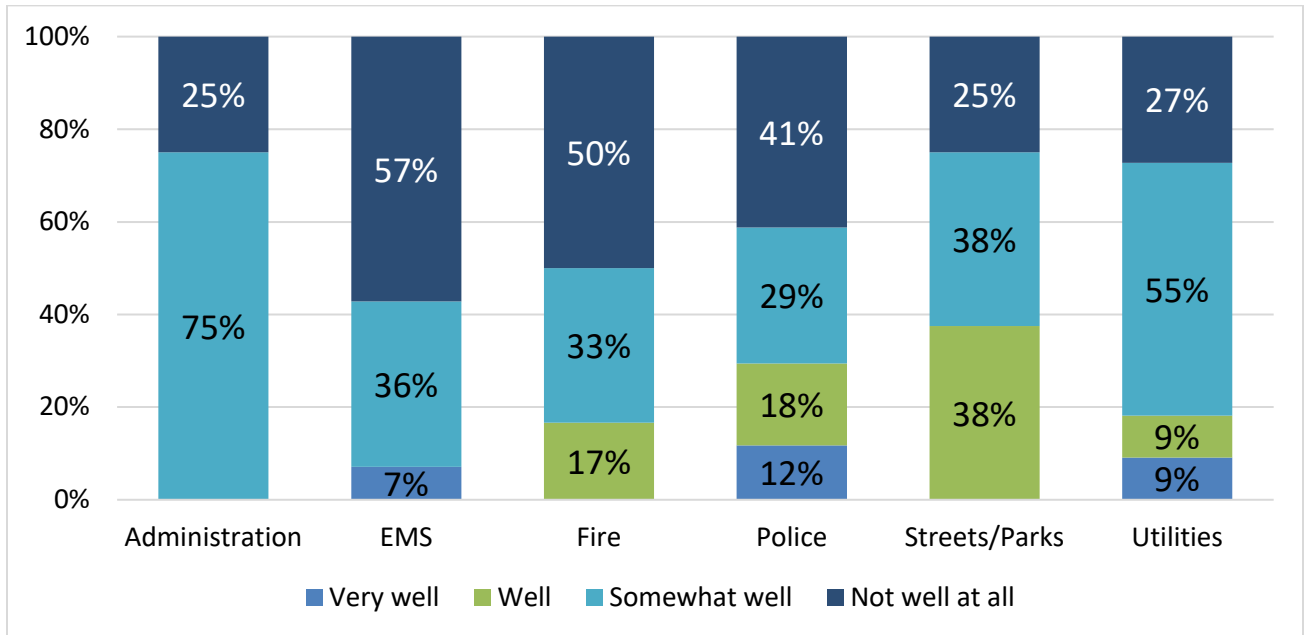
**“I am proud to be a part of my department.”**



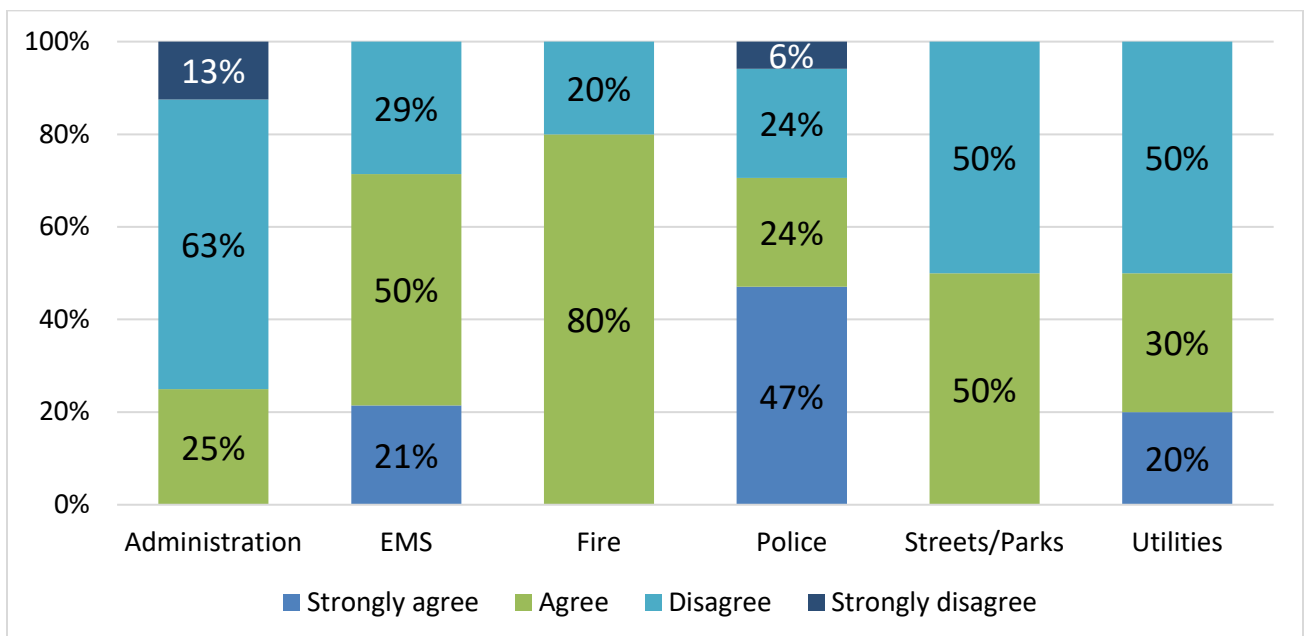


## **Inter-Department Relationships**

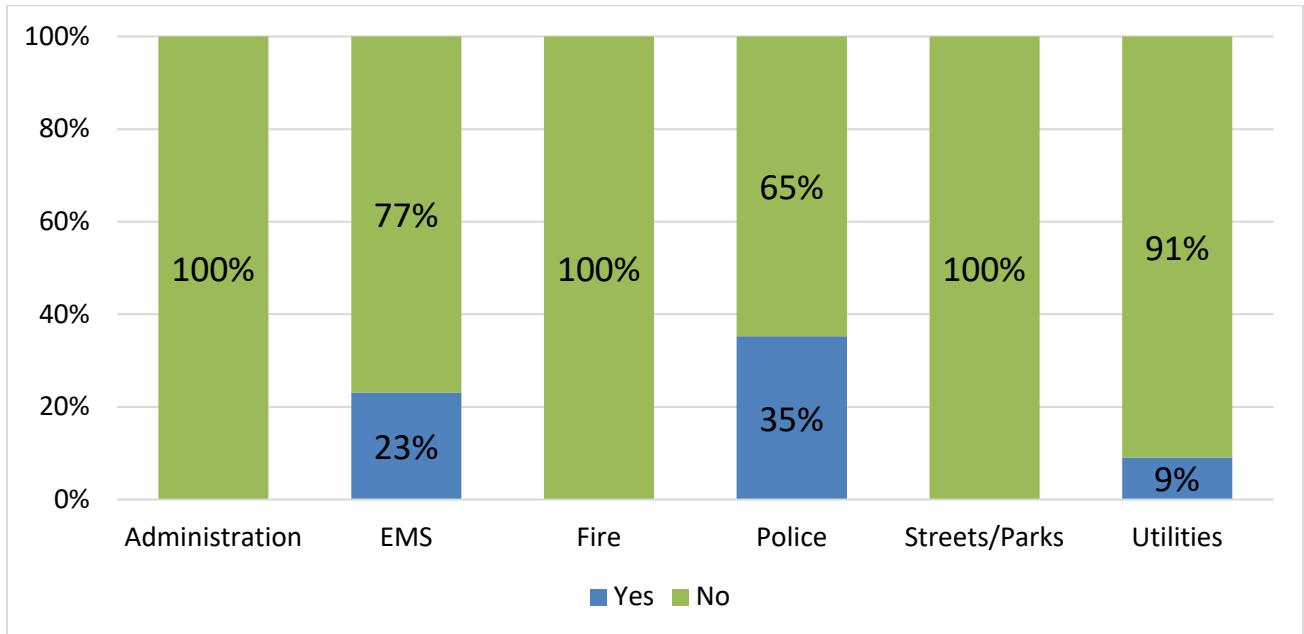
*How well do you know colleagues from other departments?*



*How much do you agree with the following statement: “Other departments have it easier or better than we do”*

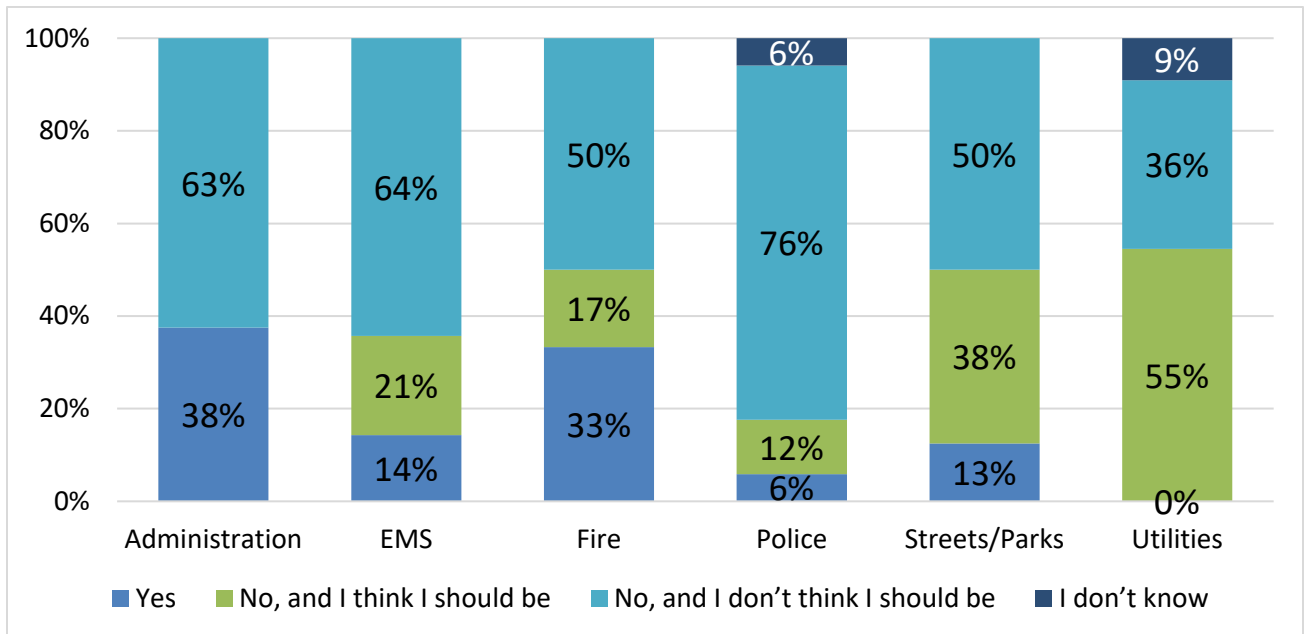


Have you experienced any negative impacts from policy changes in other departments?

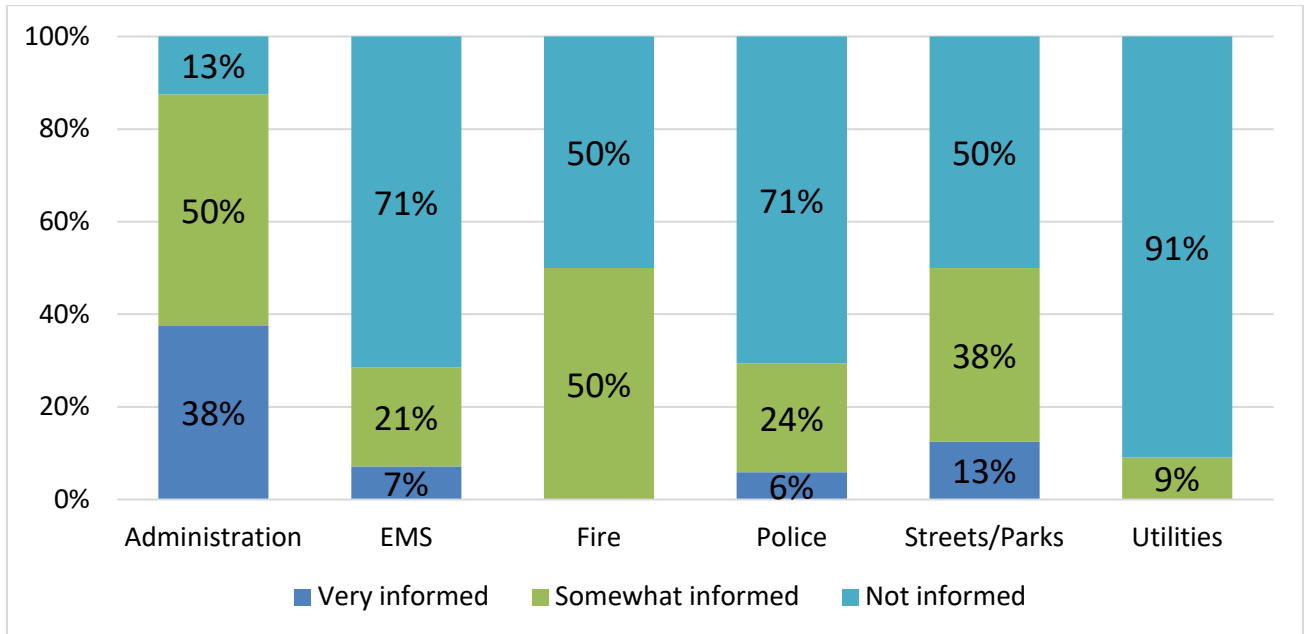


**Budget**

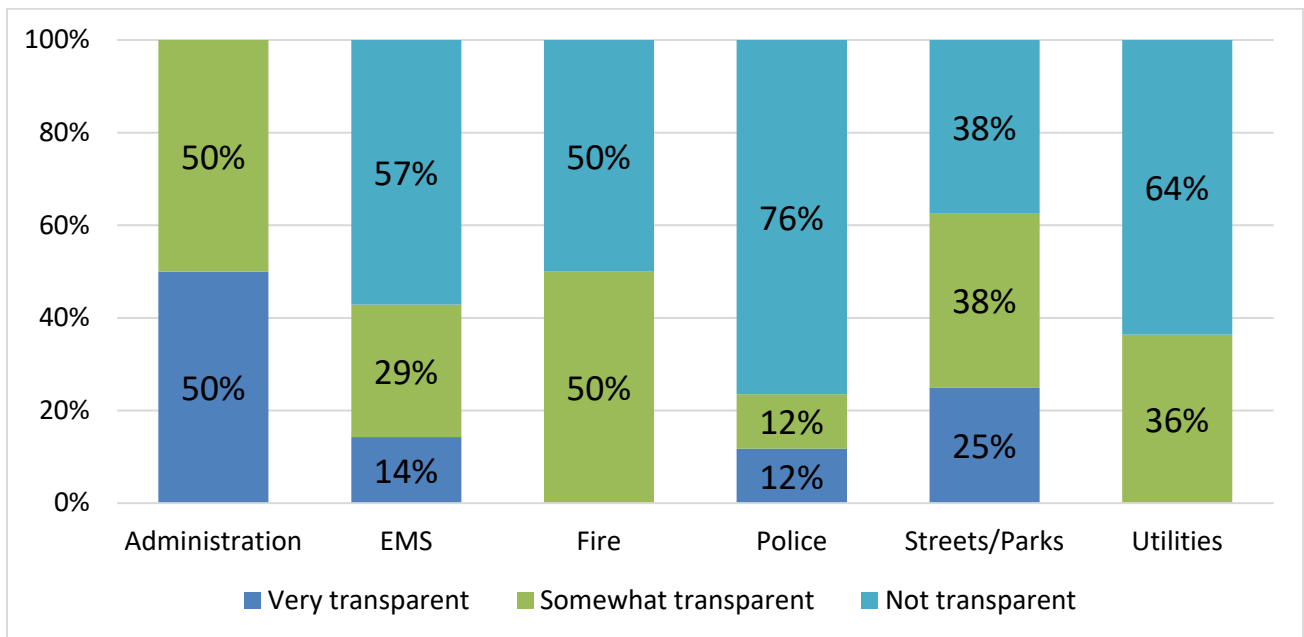
Are you involved in the budget process for your department?



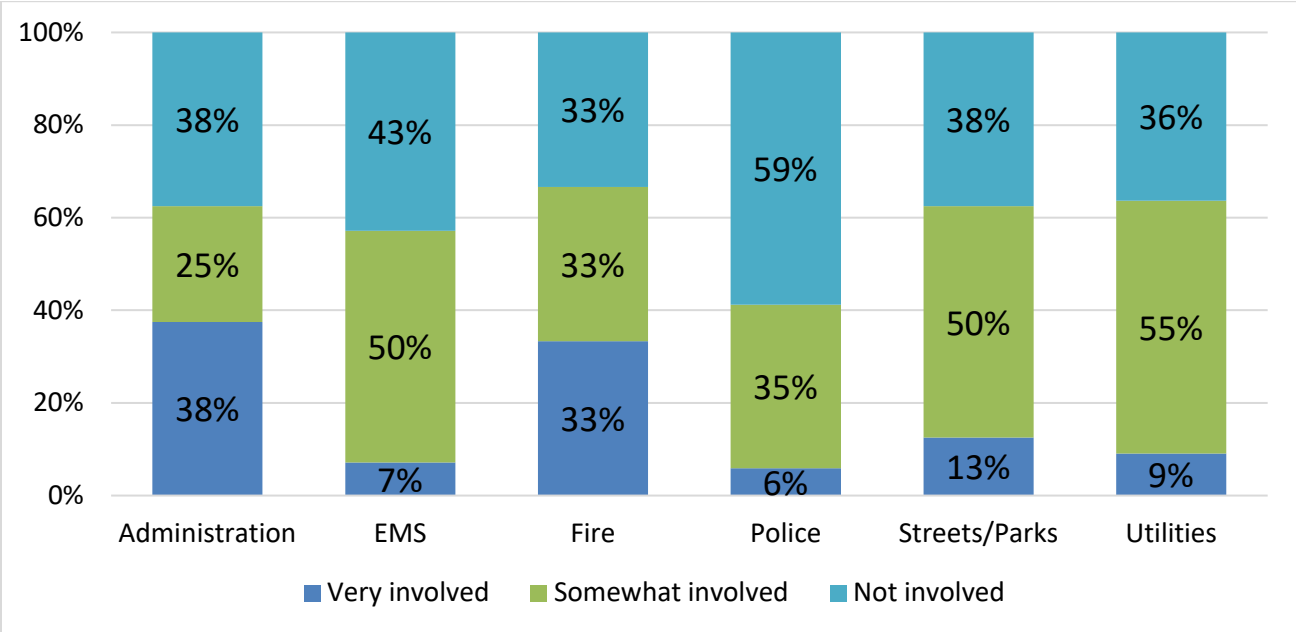
How informed are you about the budget process in your department?



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

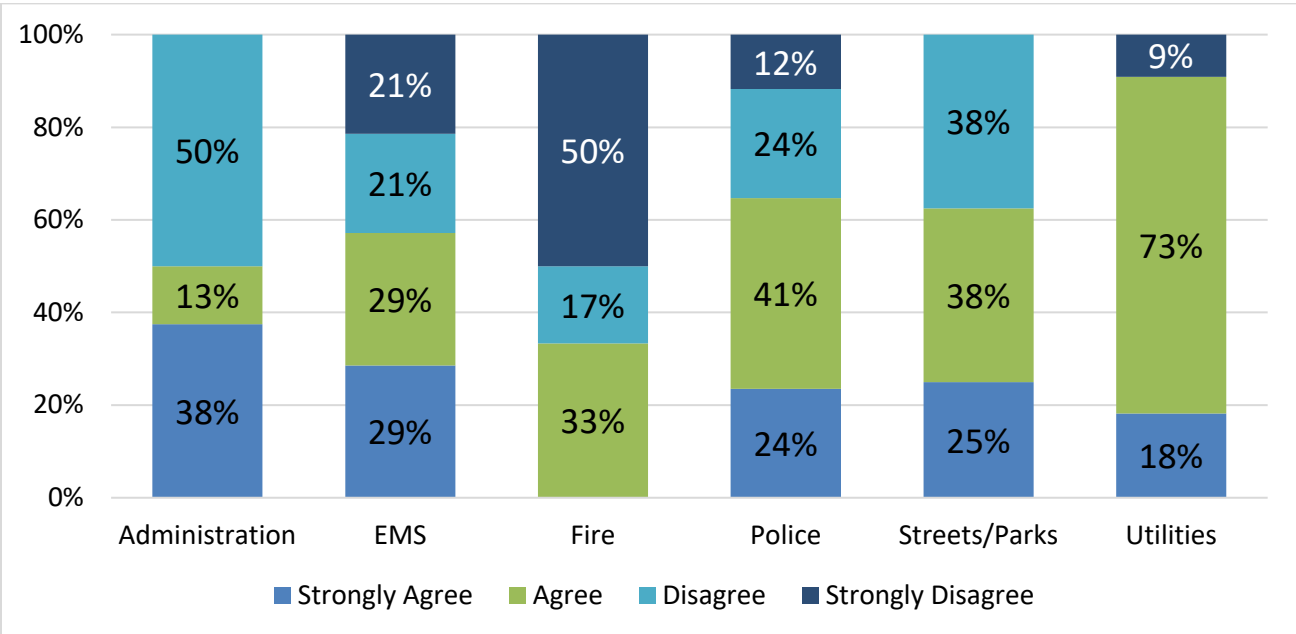


What is your desired level of involvement in the budget process?

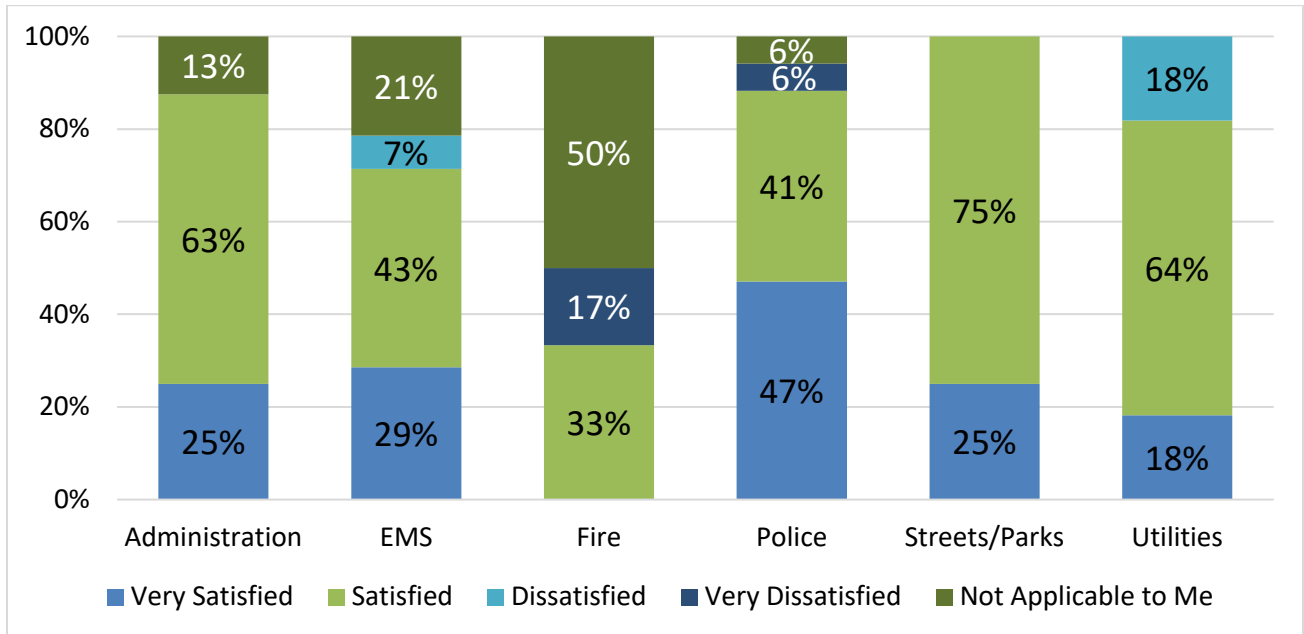


**Pay & Benefits**

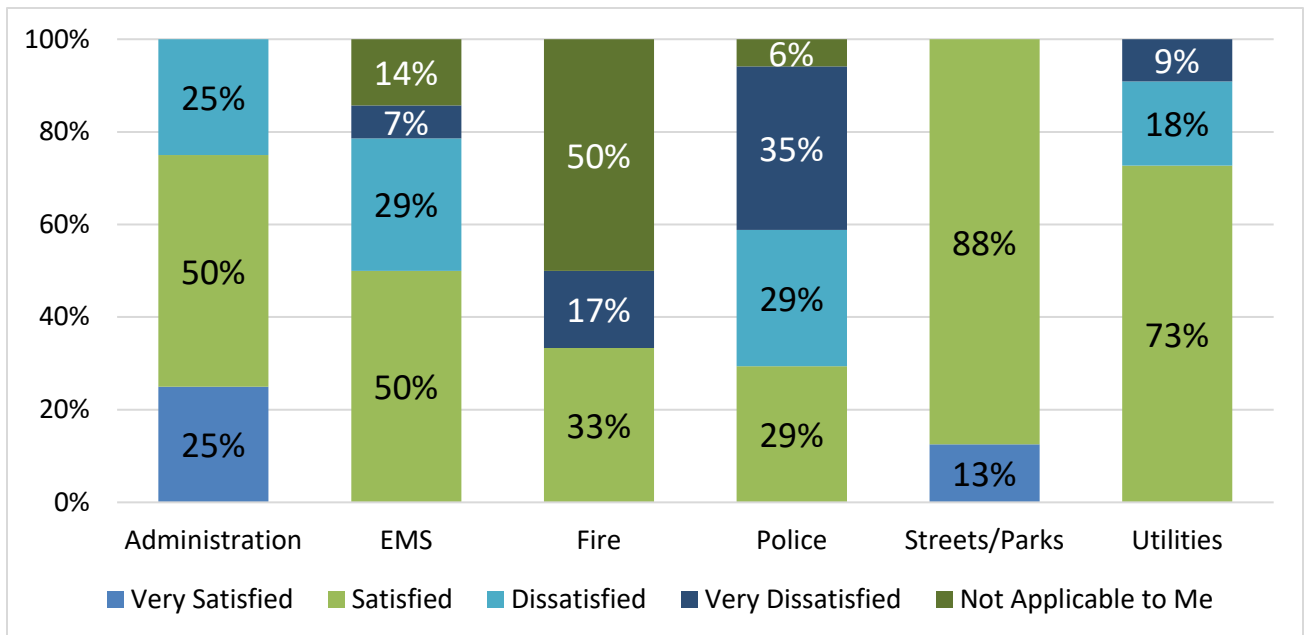
How much do you agree with the following statement: “Benefits are a main reason I work for the City.”



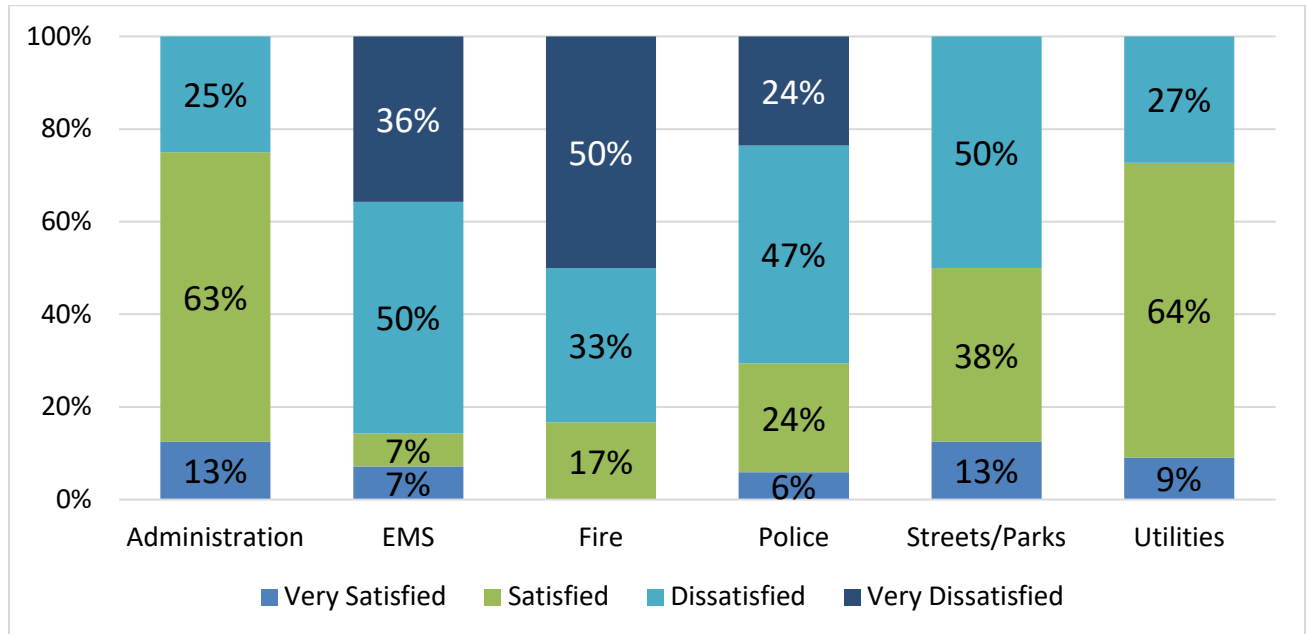
**Satisfaction with health benefits**



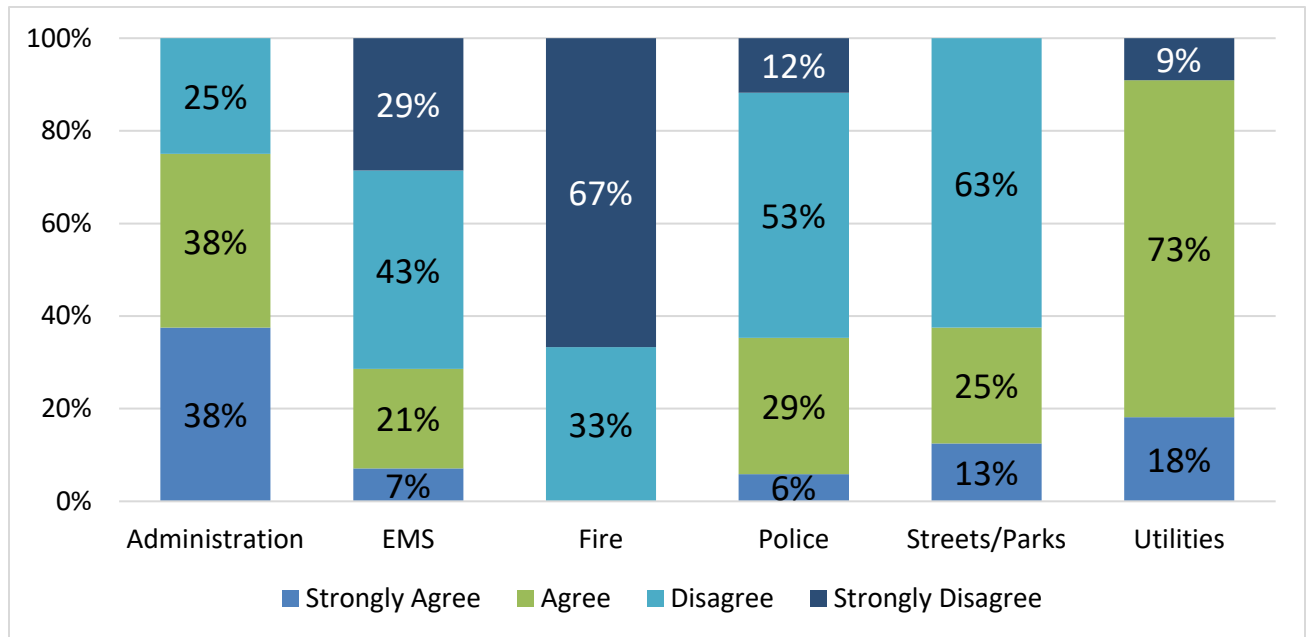
**Satisfaction with retirement benefits**



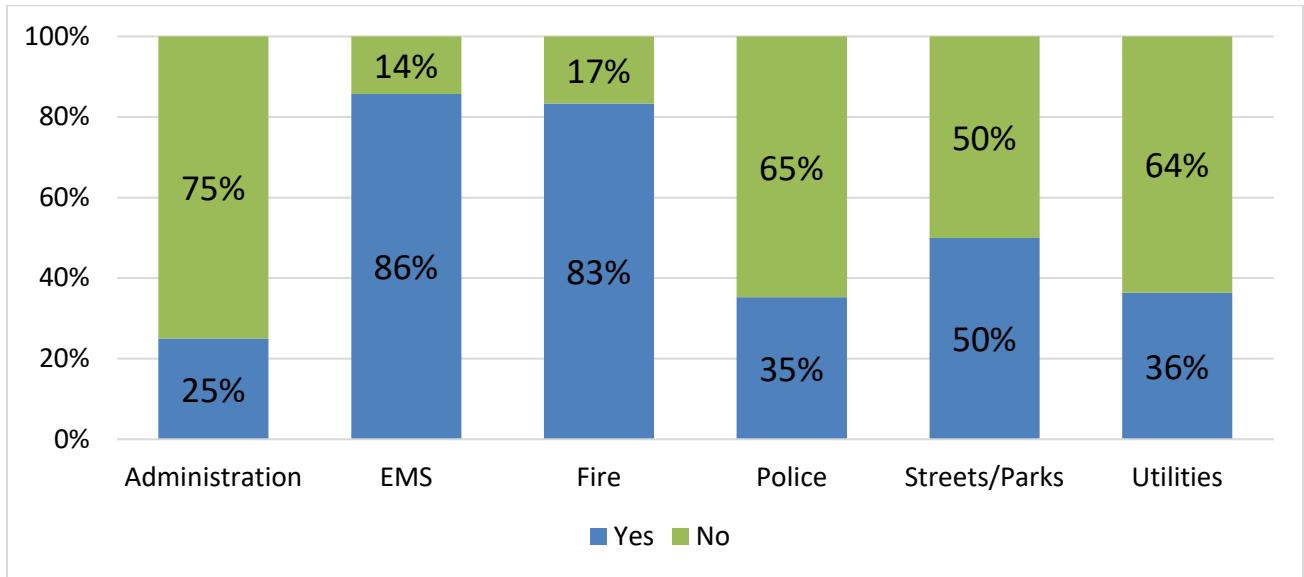
**Satisfaction with hourly rate/salary**



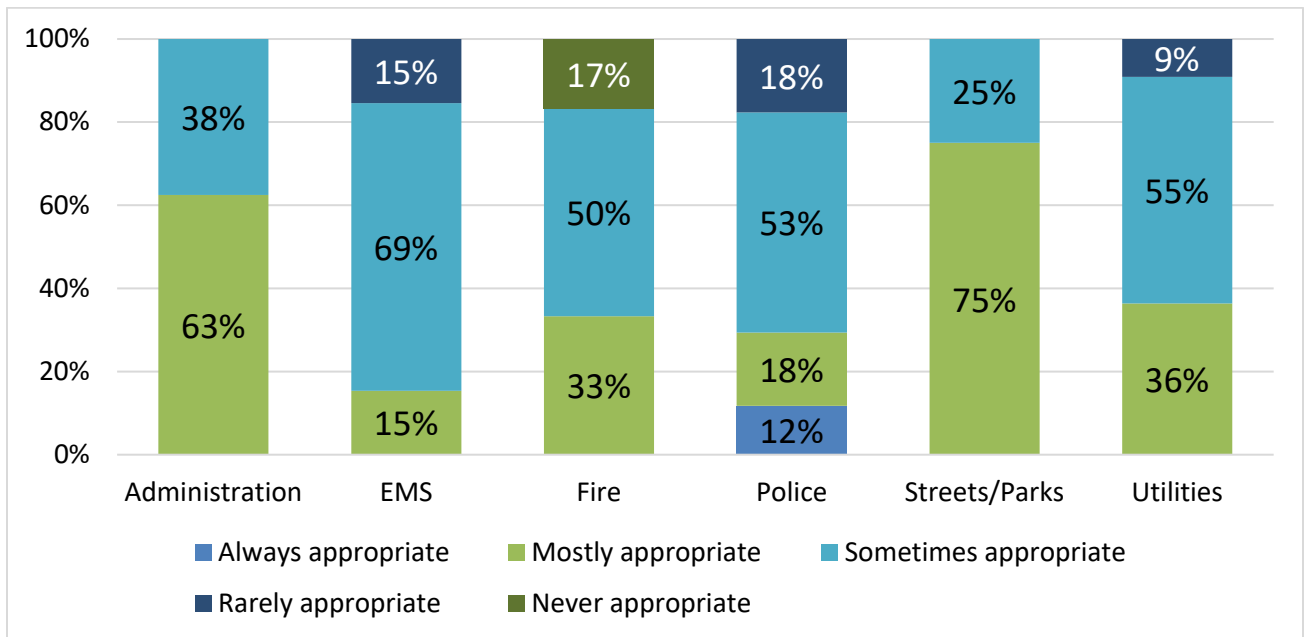
**How much do you agree with the following statement: “Pay is a main reason I work for the City.”**



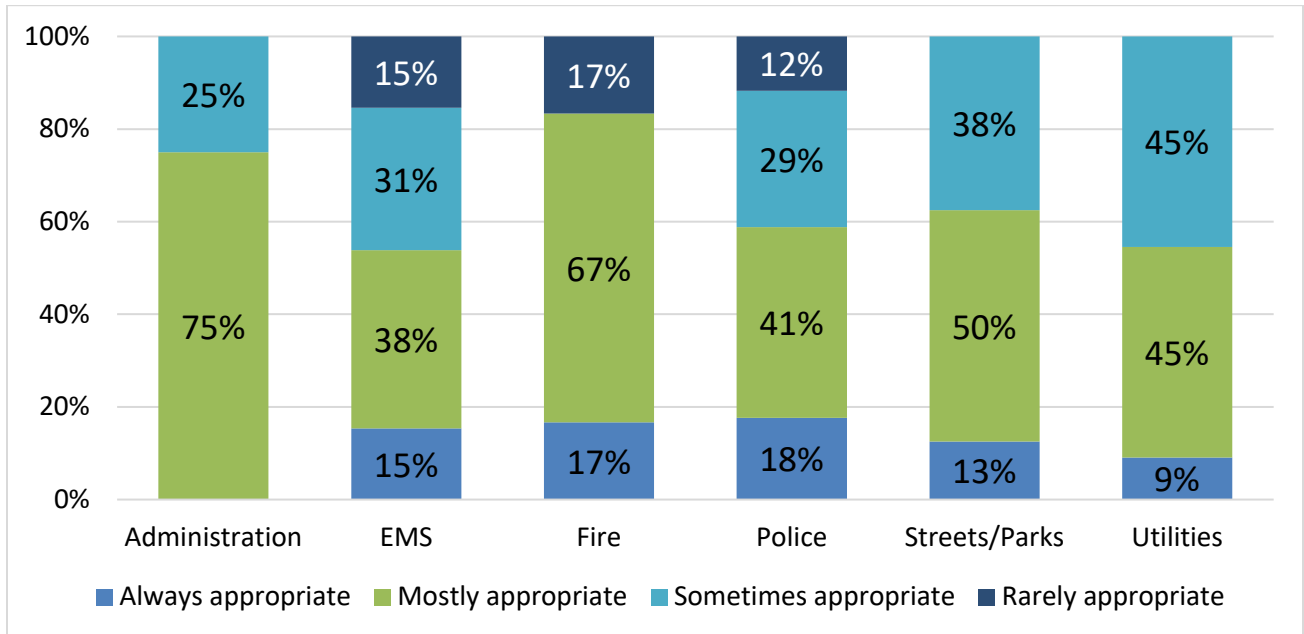
Do you have jobs/work in addition to working for the City?



How would you describe the use of City resources across the entire organization?

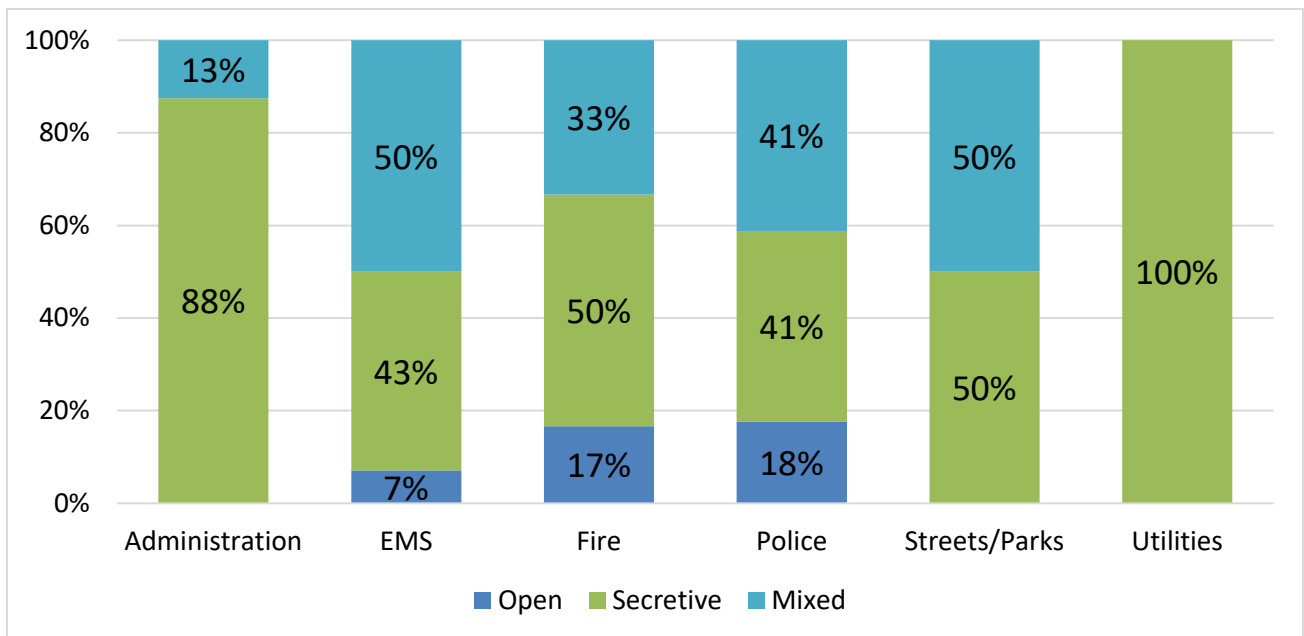


**How would you describe the use of City resources in your department?**



**Communication From the City Administrator**

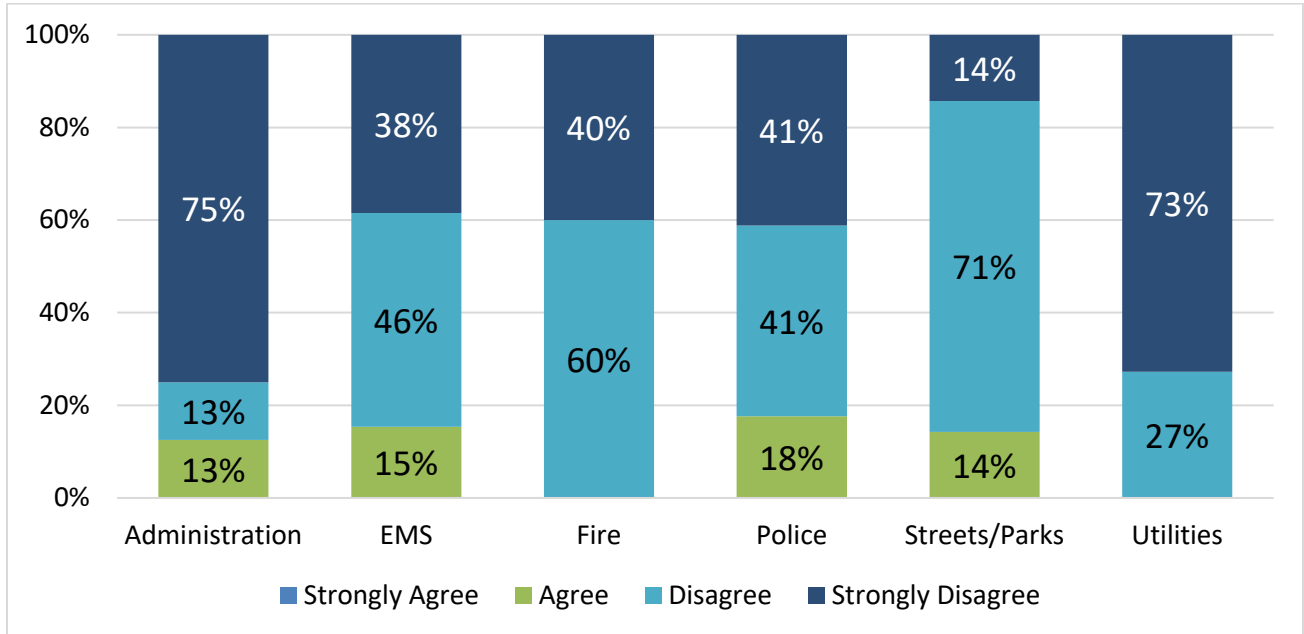
**How would you describe current communication from the City Administrator?**



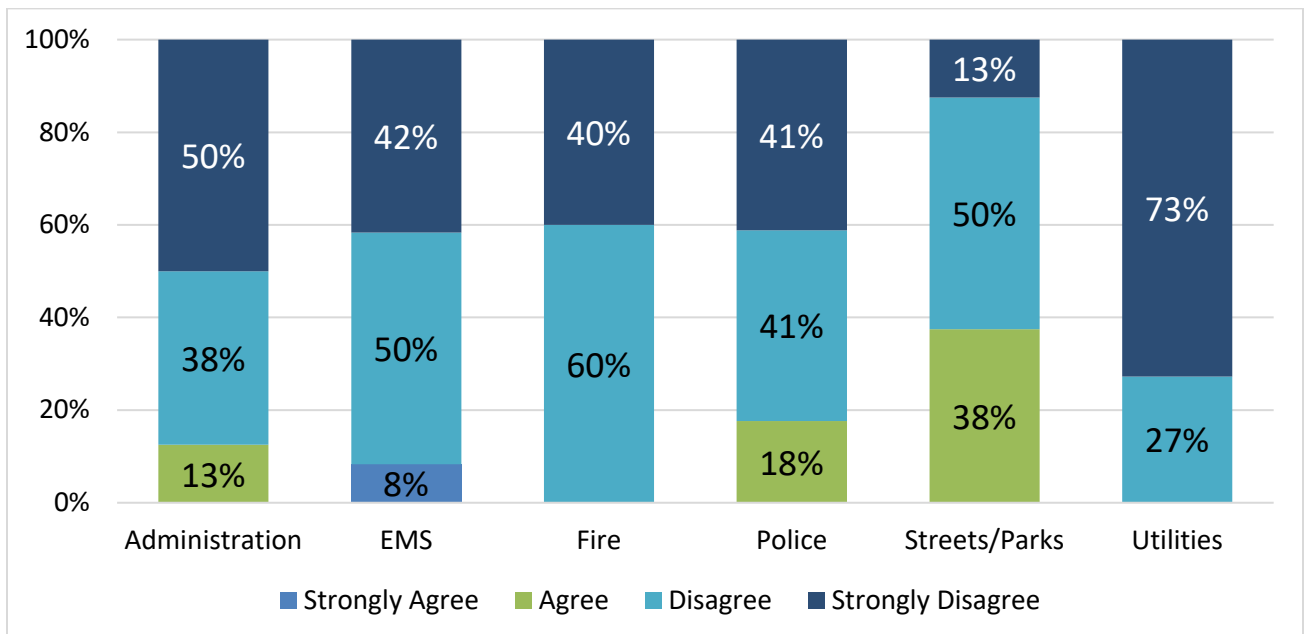


How much do you agree with the following statements:

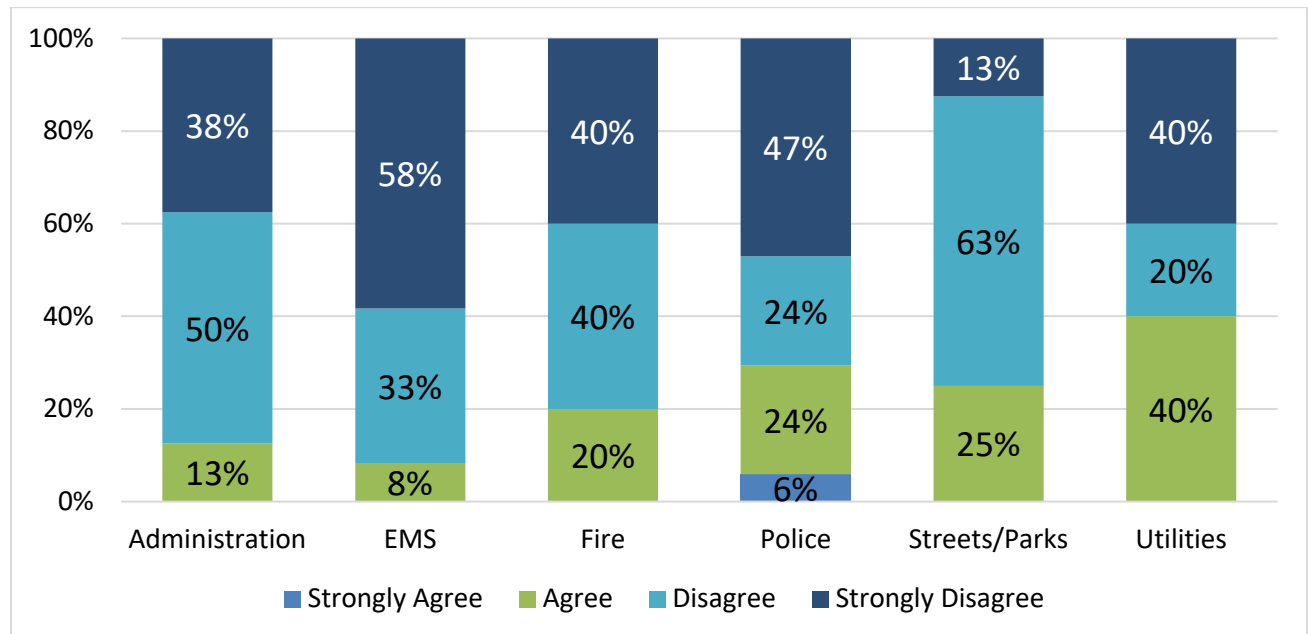
*“Communication from the City Administrator is clear and consistent.”*



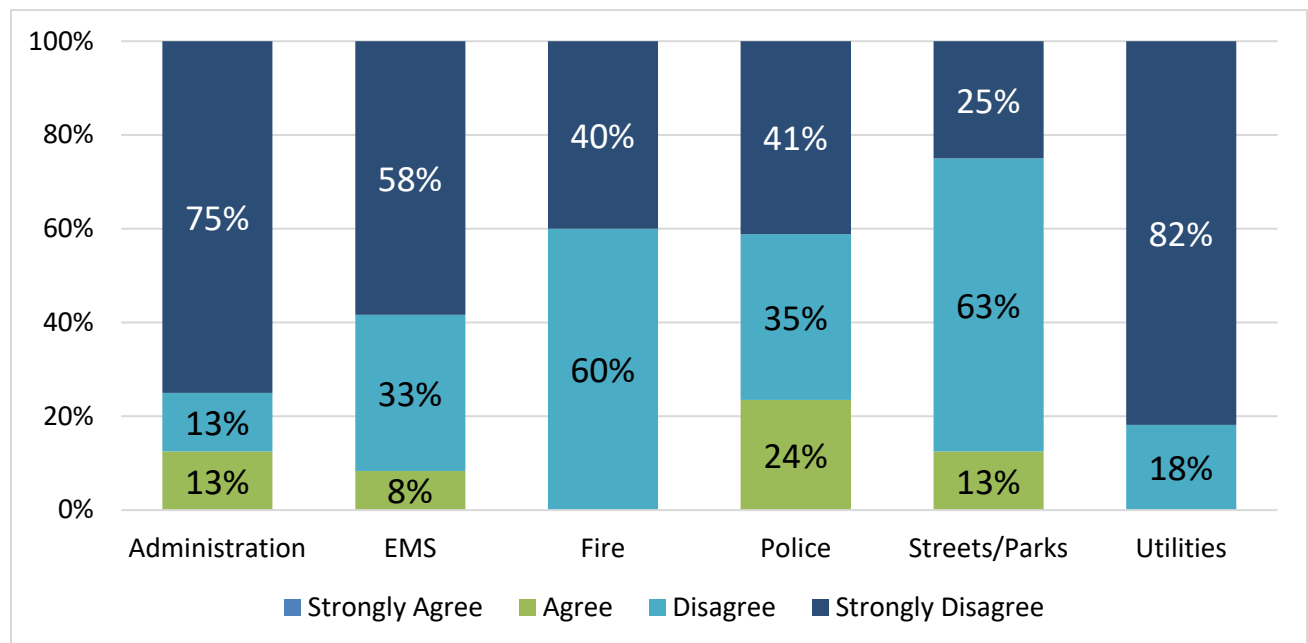
*“Information from the City Administrator is provided in a timely manner.”*



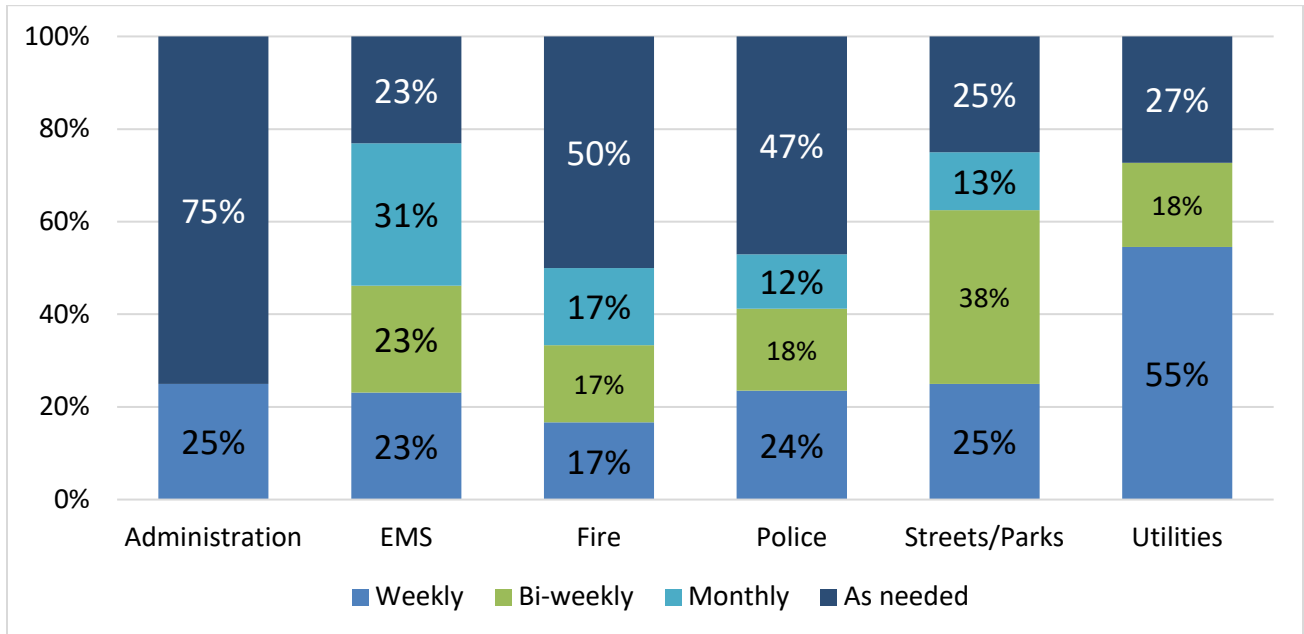
**“I know the process for providing feedback to the City Administrator.”**



**“The City Administrator communicates decisions, processes, and changes.”**

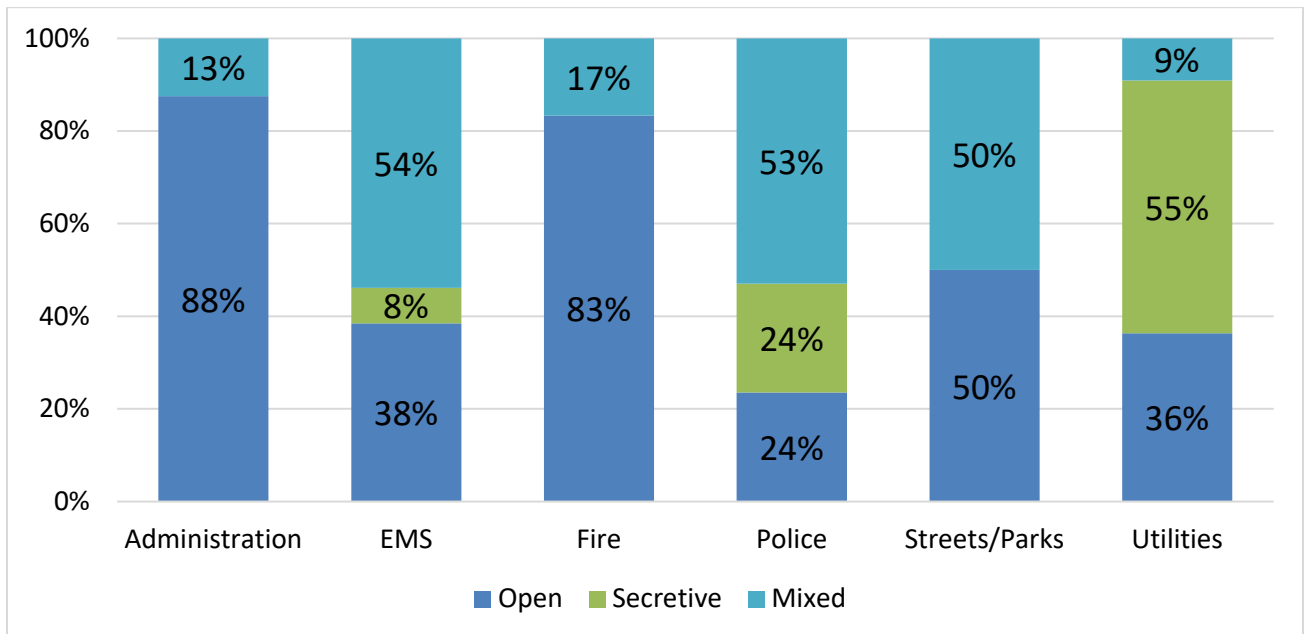


**How often would you like to receive communication from the City Administrator?**

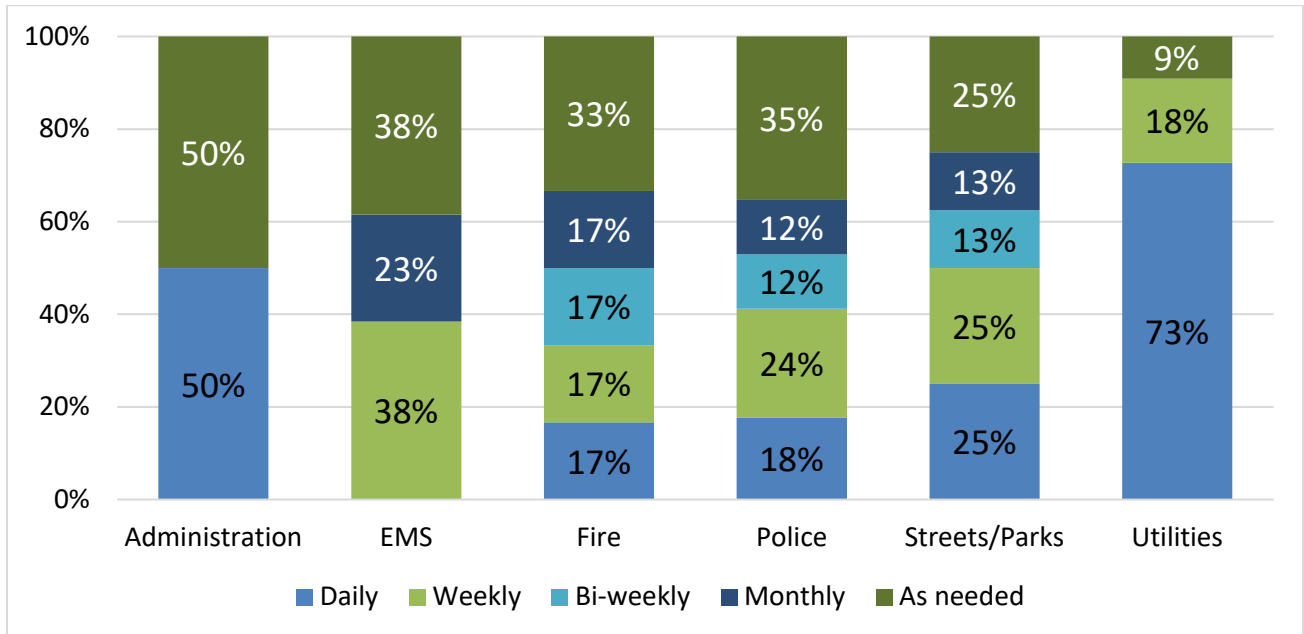


**Communication Within Departments**

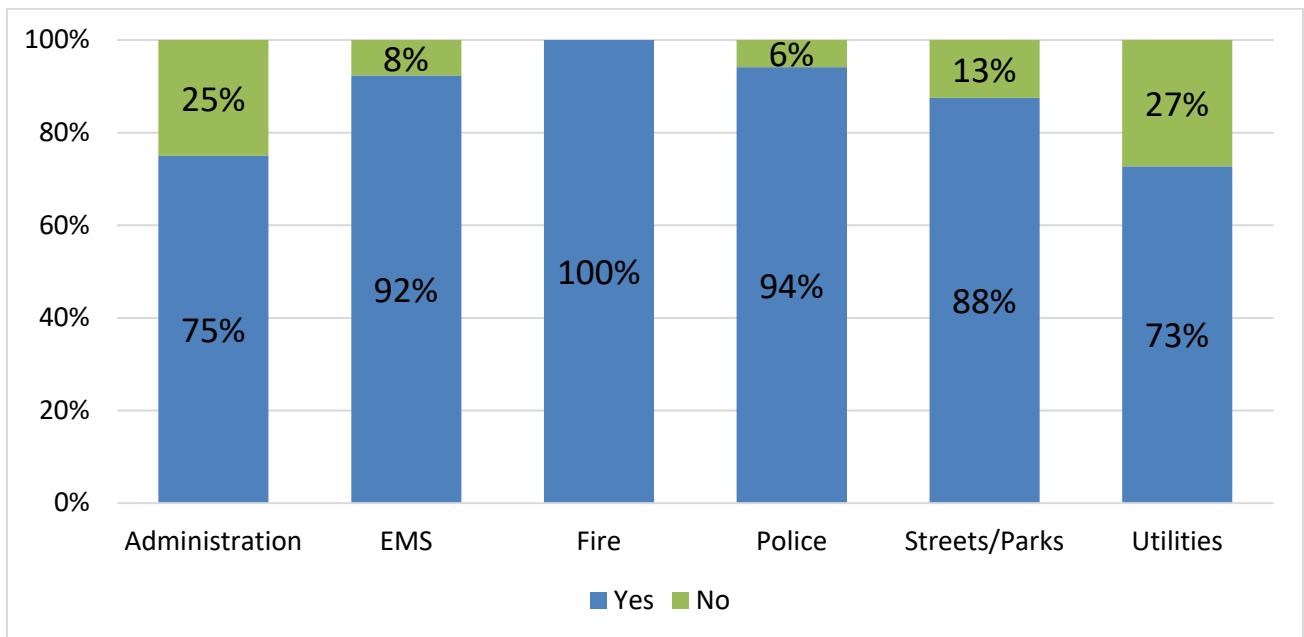
**How would you describe current communication within your department?**



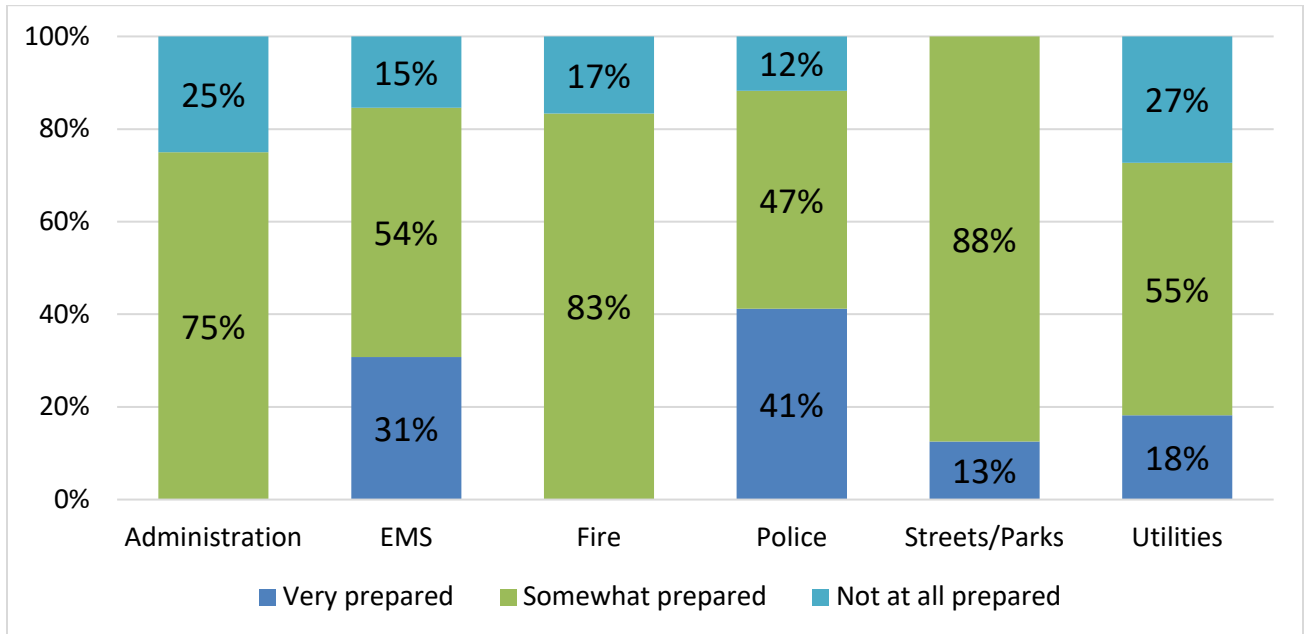
How often would you like to receive communication from your department?



Do you have access to the information you need to do your job effectively?

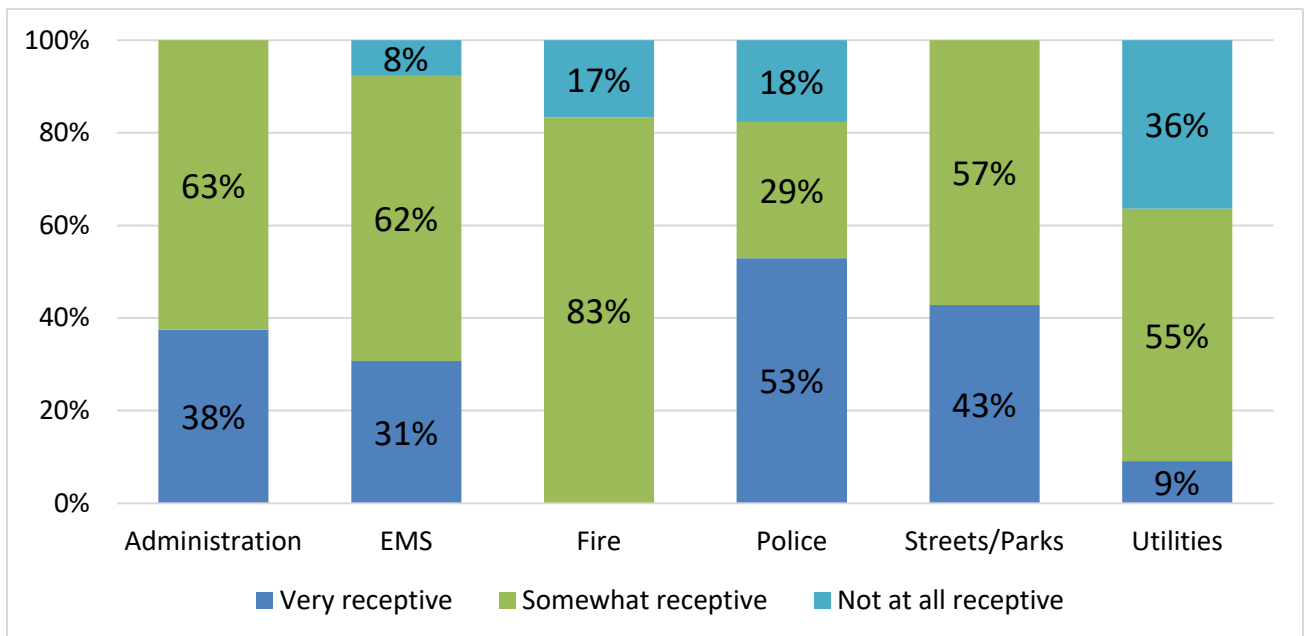


**How prepared do you feel to address questions and concerns from the public?**

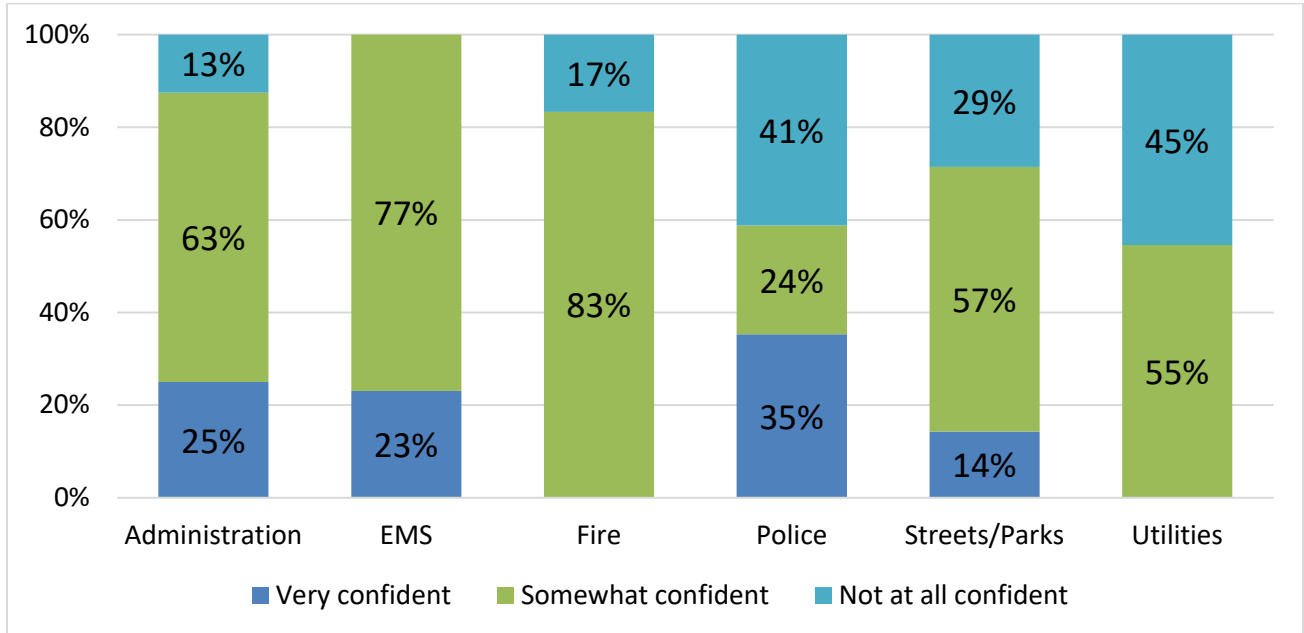


**Change & Planning**

**How receptive is your current supervisor to new ideas and suggestions?**

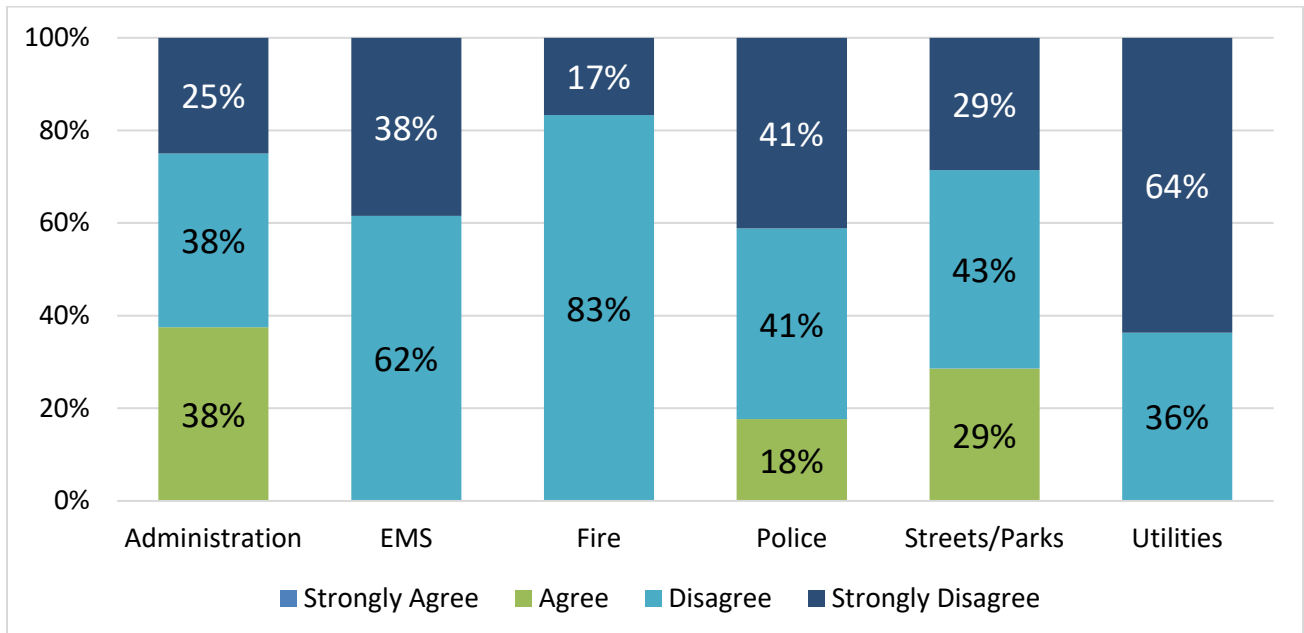


How confident are you that your current supervisor will follow through on new ideas and suggestions?

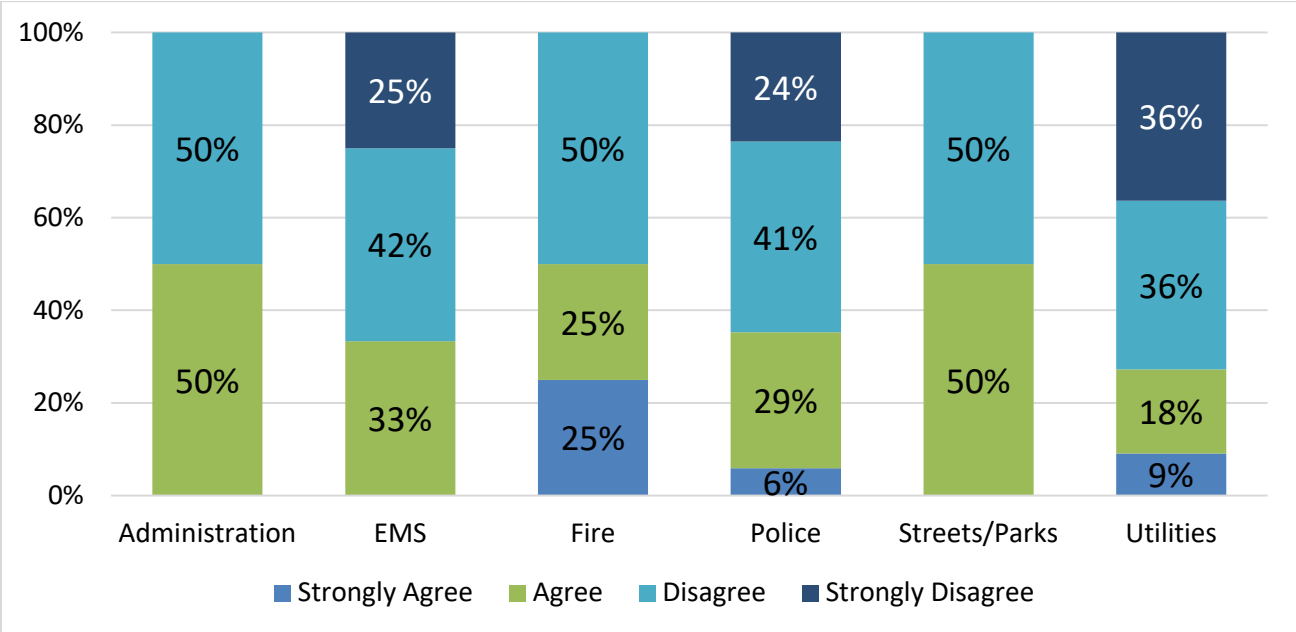


How much do you agree with the following statements:

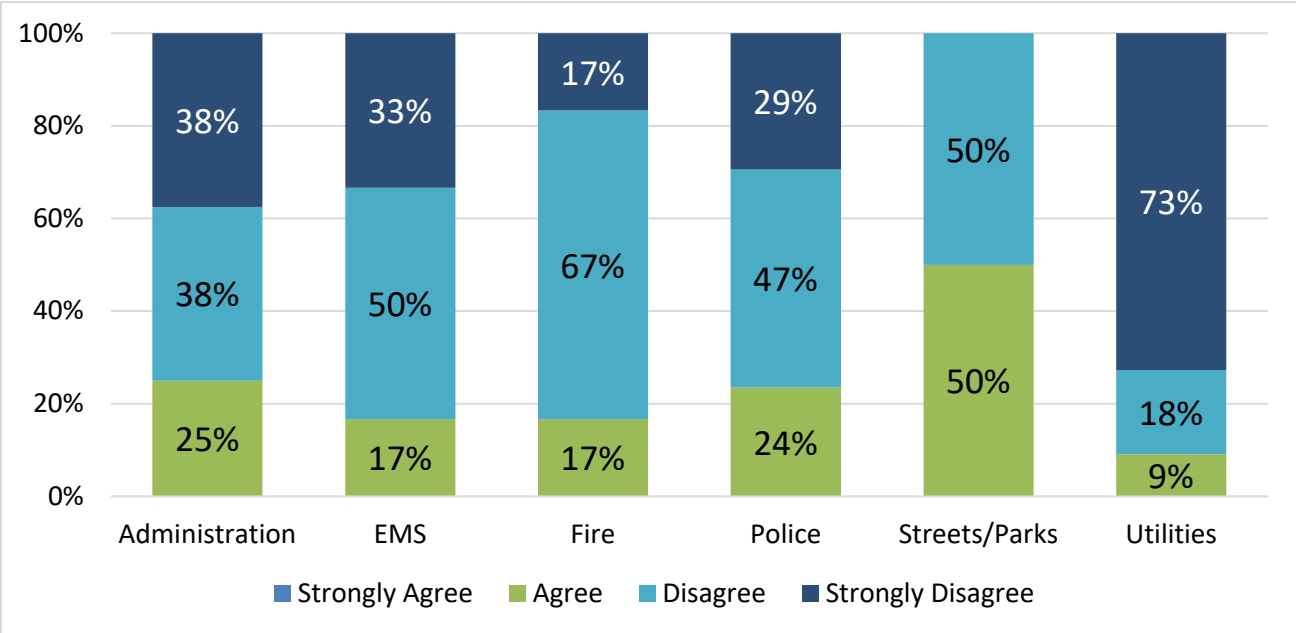
"The City's plans for the future have been communicated to me"



***"The City's actions will positively impact the future of Mulvane"***

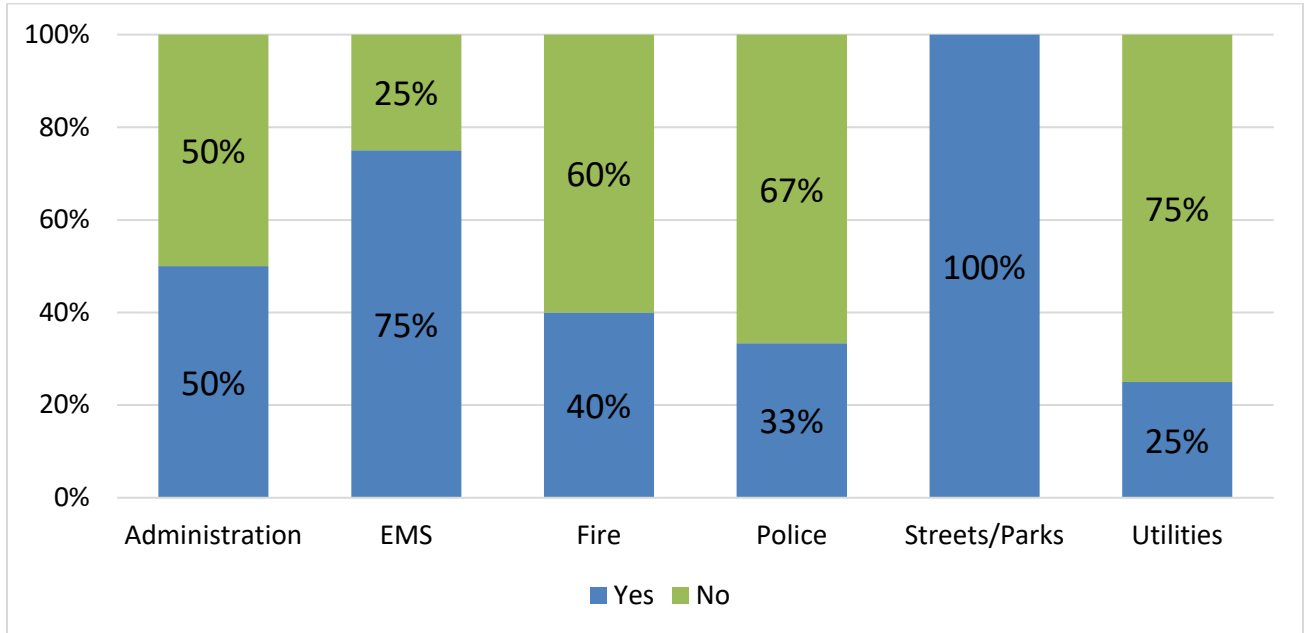


***"I am confident in City leadership's ability to plan for a successful future"***

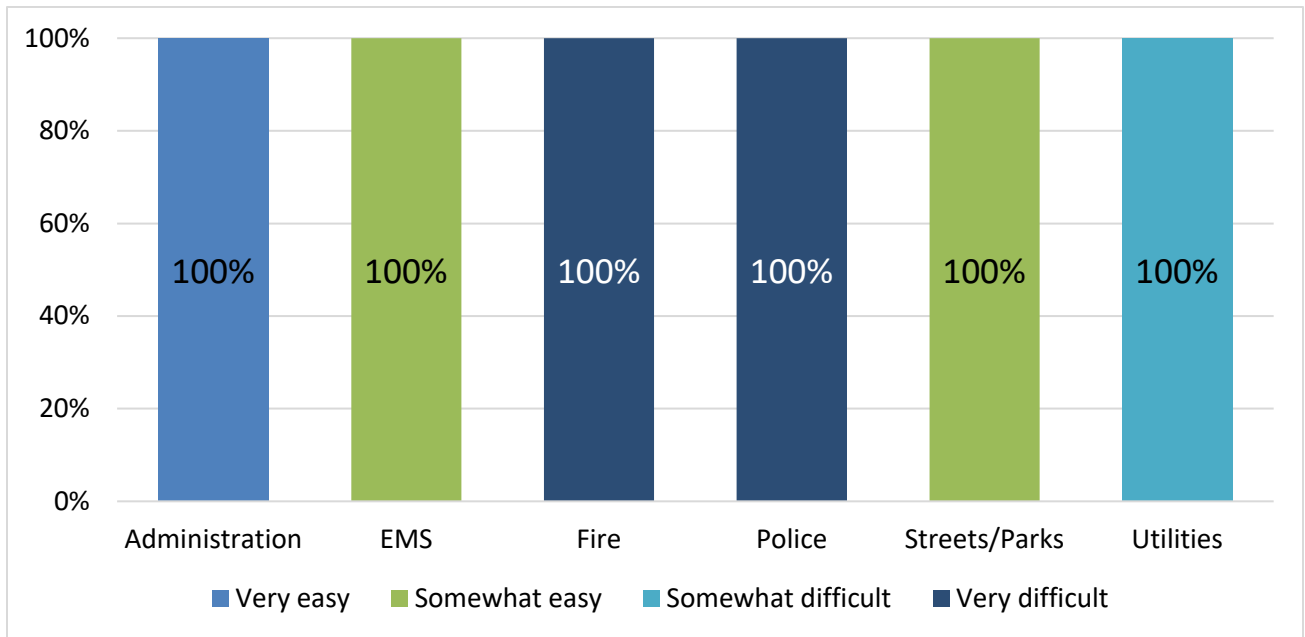


**Supervisors Only**

*Do you feel that supervisors receive adequate training and support?*



*Please rate how easy or difficult hiring for your department is:*

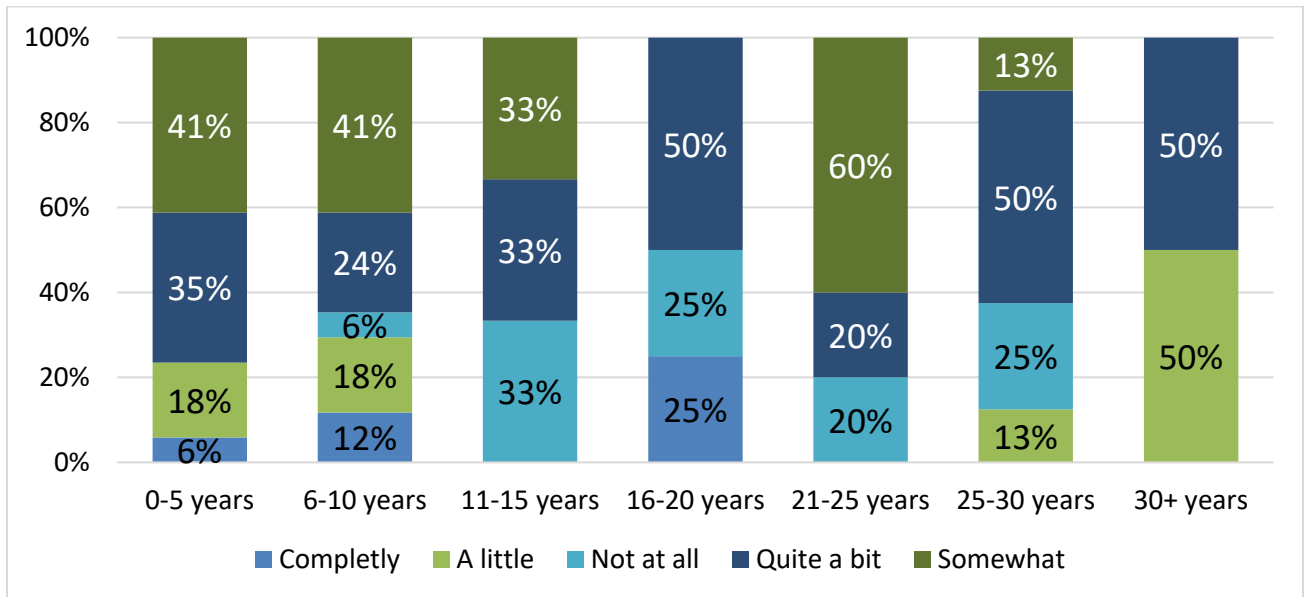




## Appendix B: Responses by Tenure

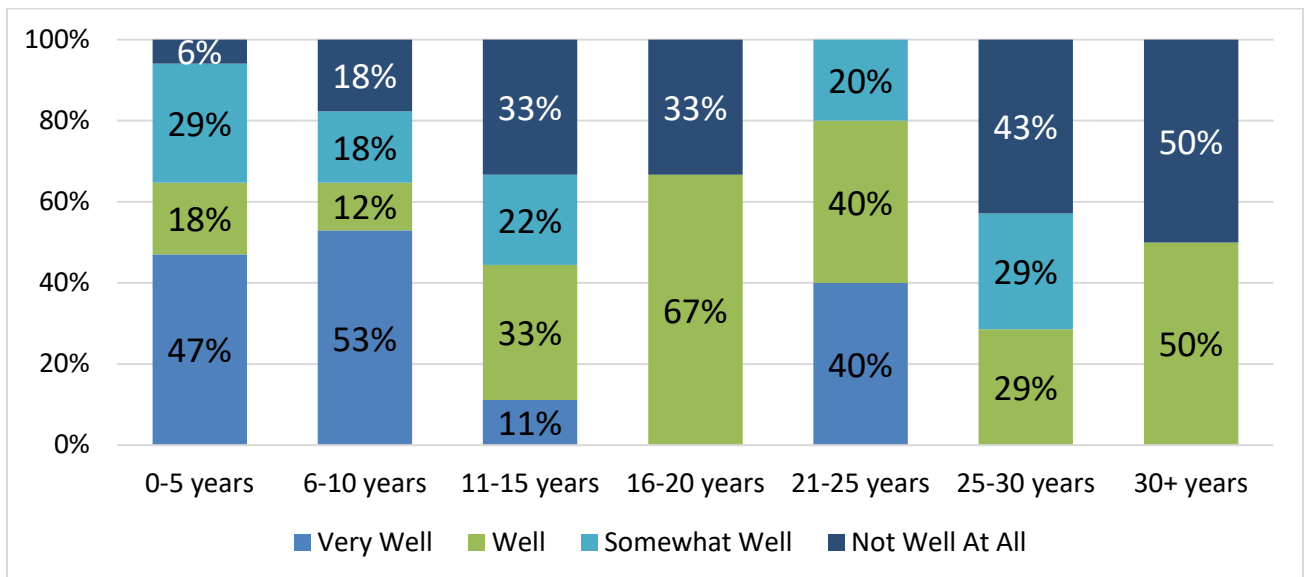
Following are the differences in response to questions according to employee tenure.

### Trust in Immediate Supervisor

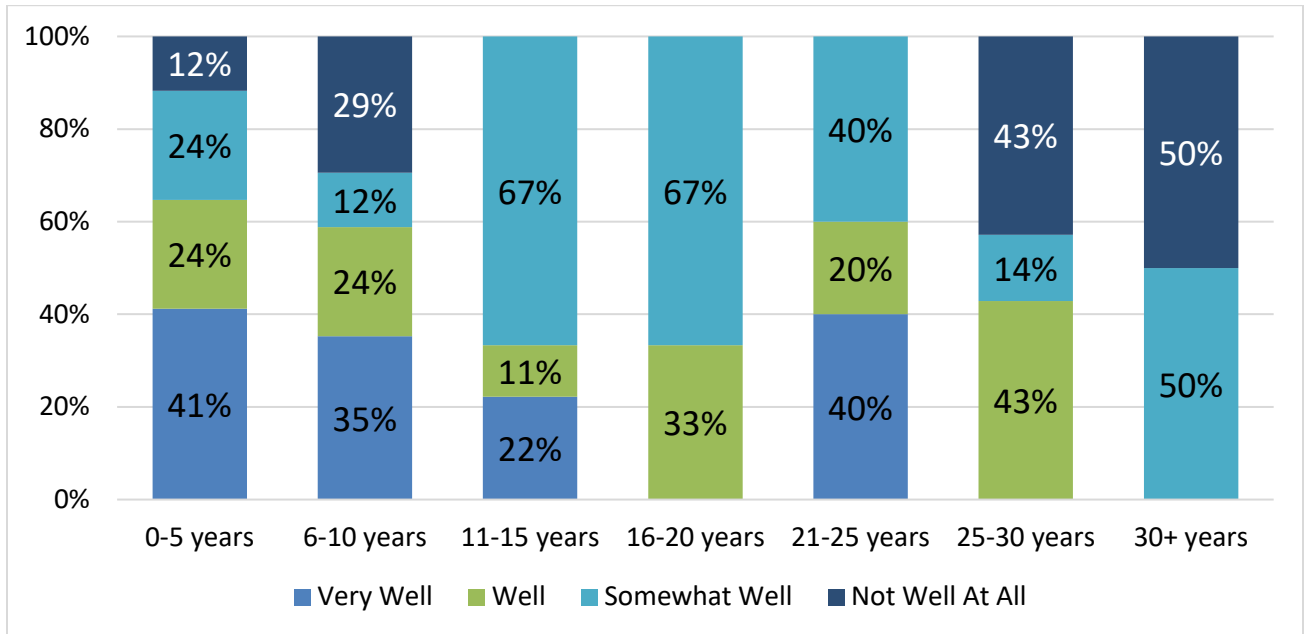


Respondents rated their department head on the following characteristics.

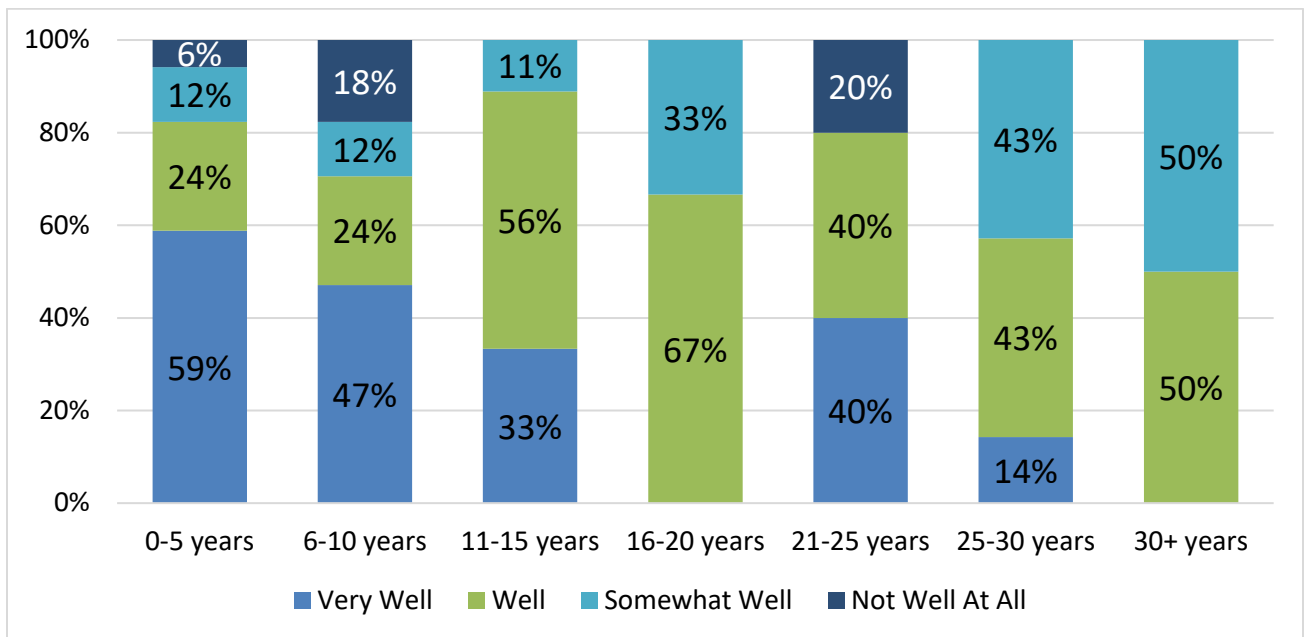
### Transparency



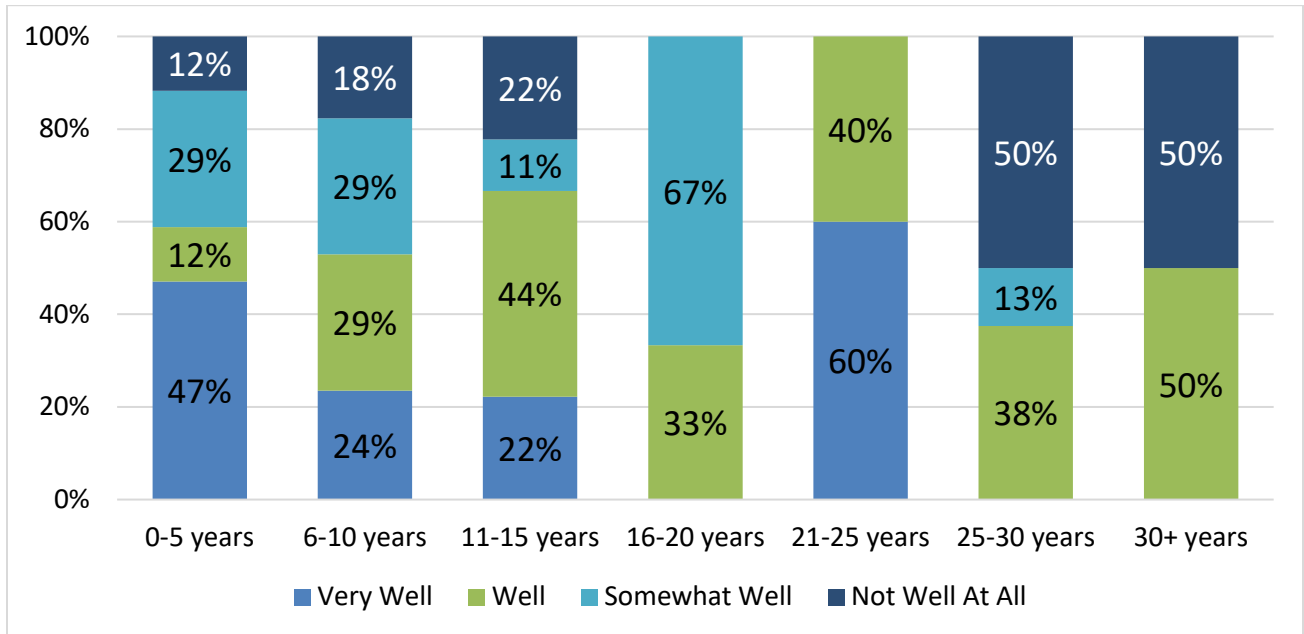
Recognition



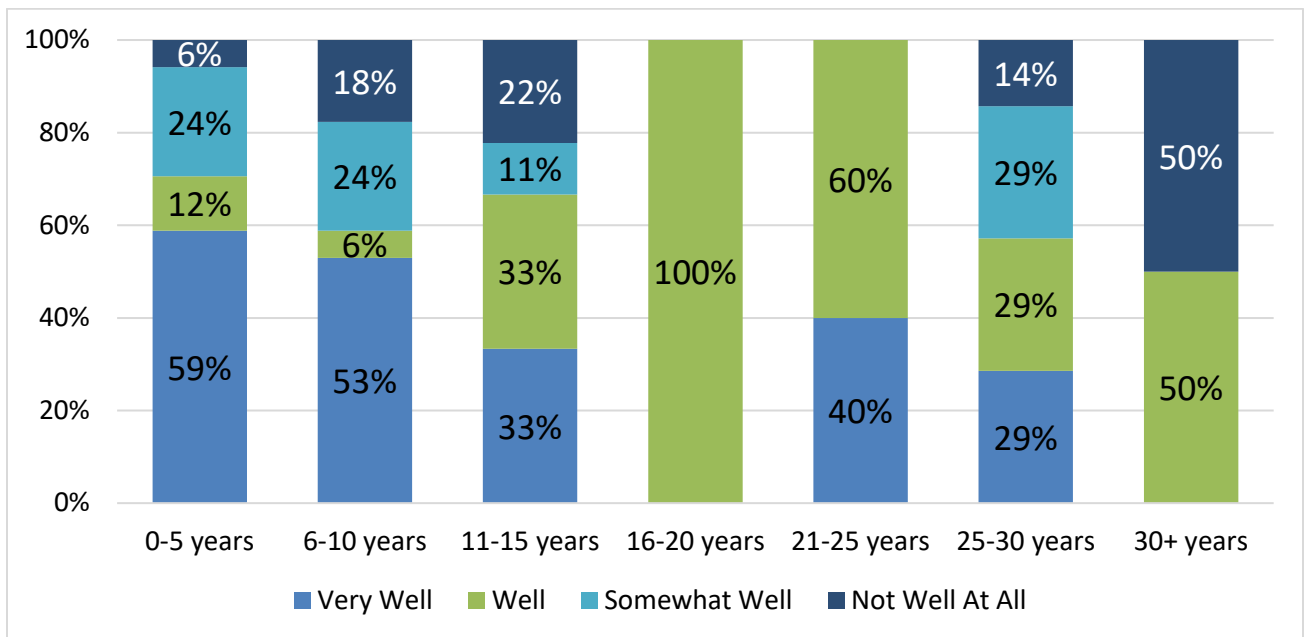
Competence



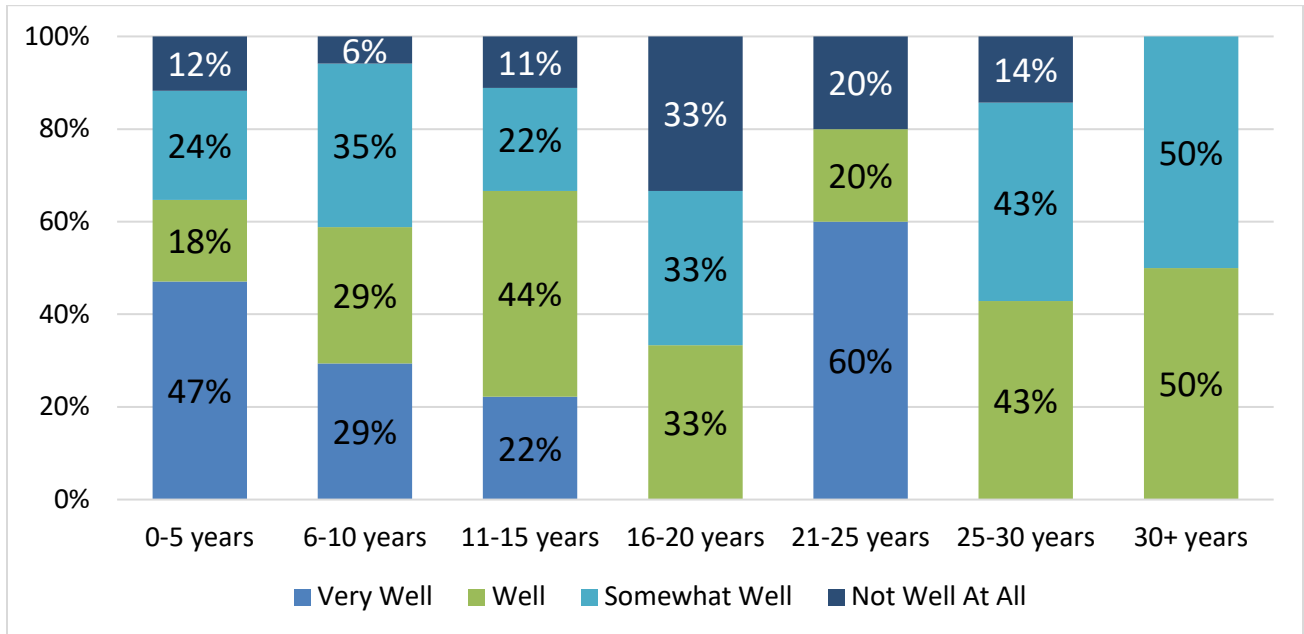
Clear Communication



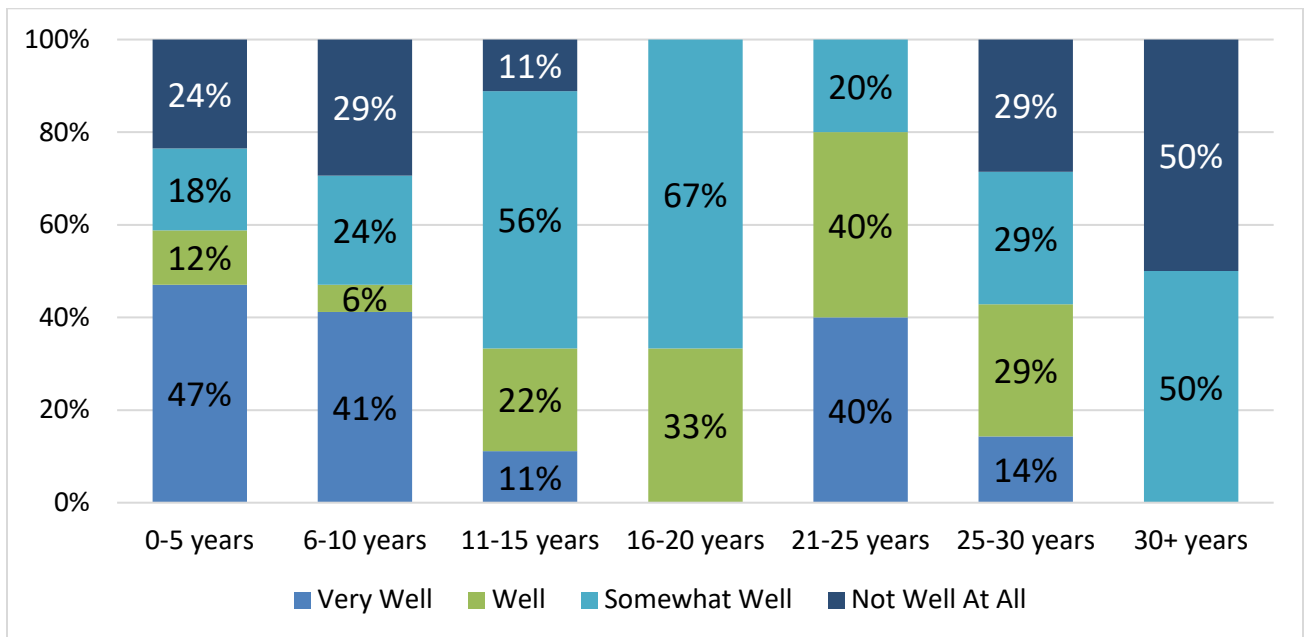
Honesty



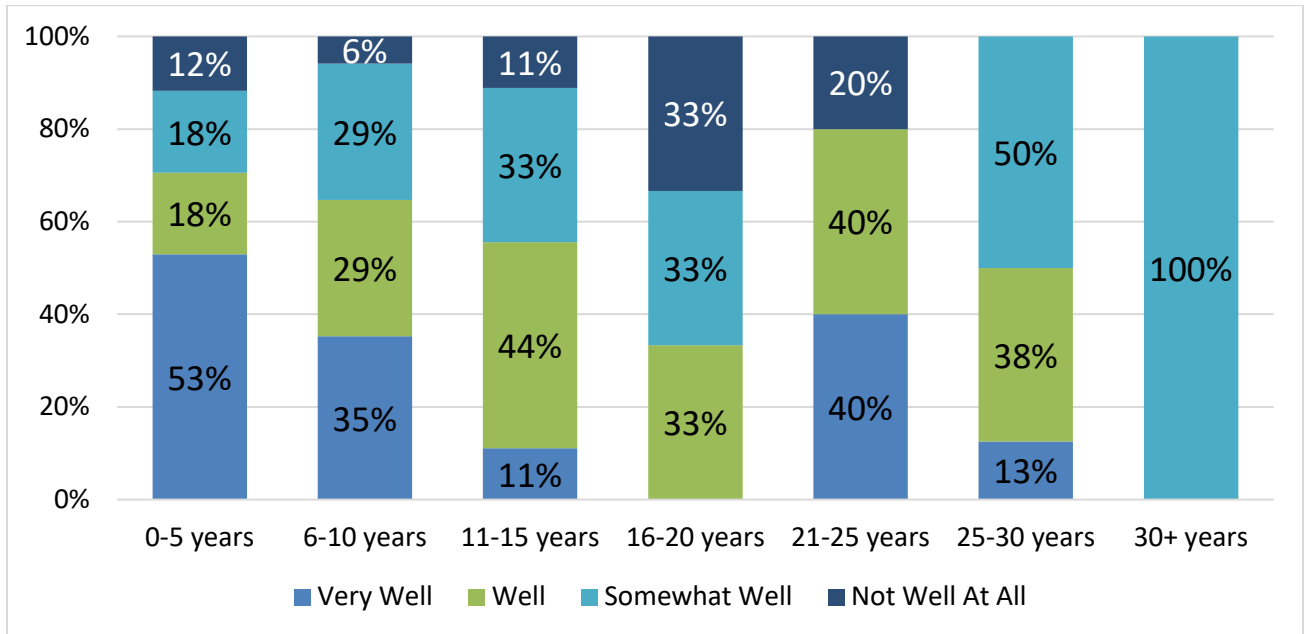
**Consistency**



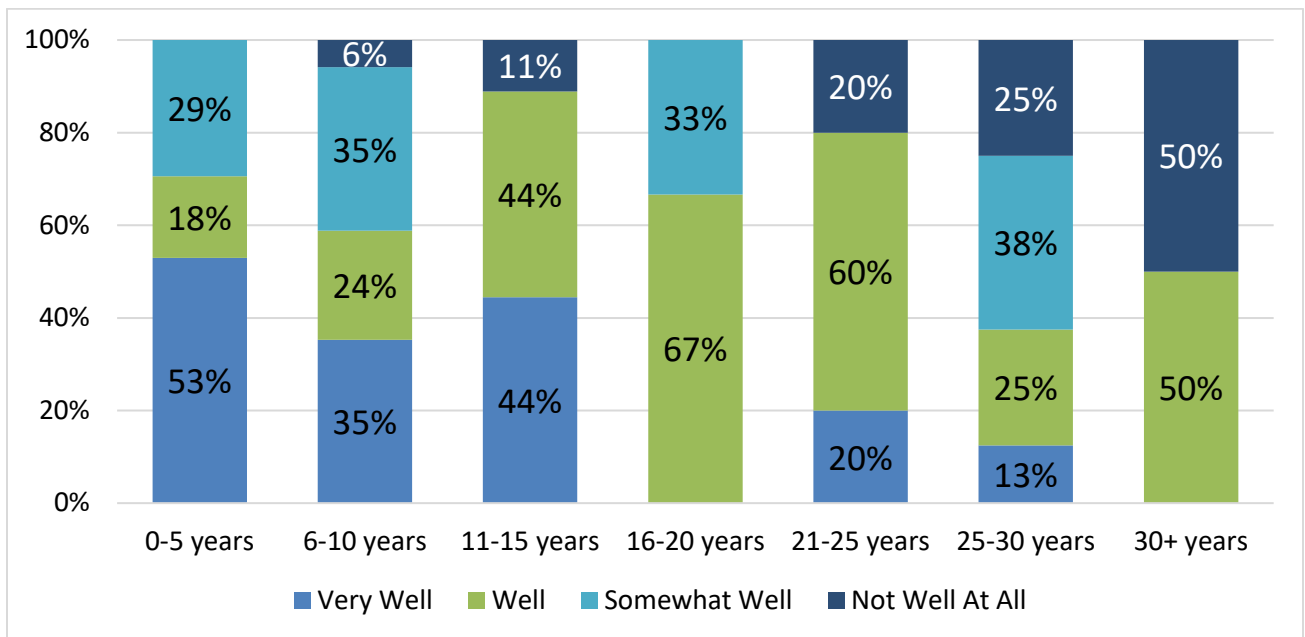
**Responsiveness**



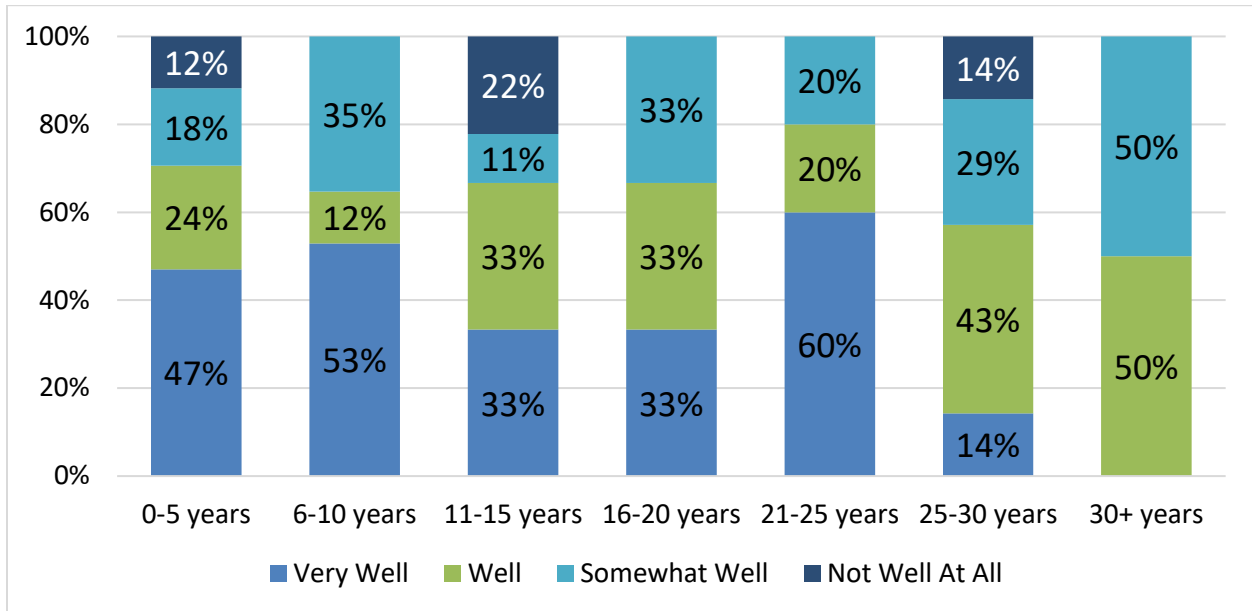
**Fair Treatment**



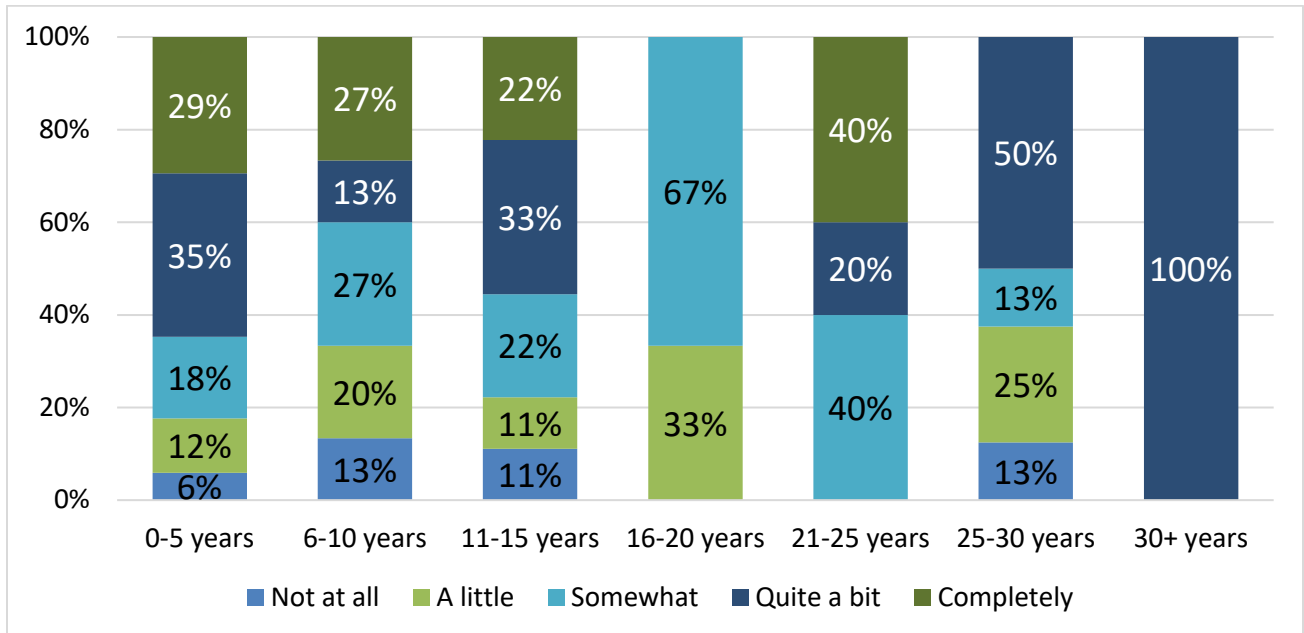
**Supportive Behavior**



**Empathy**

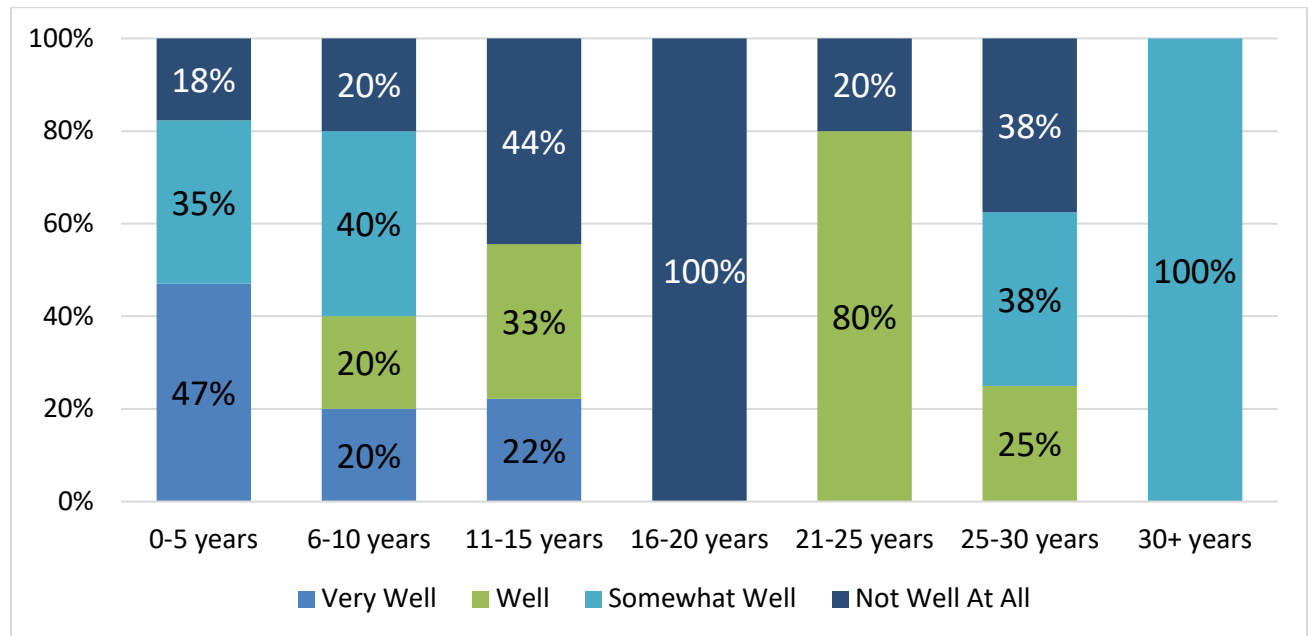


**Trust in Department Head**

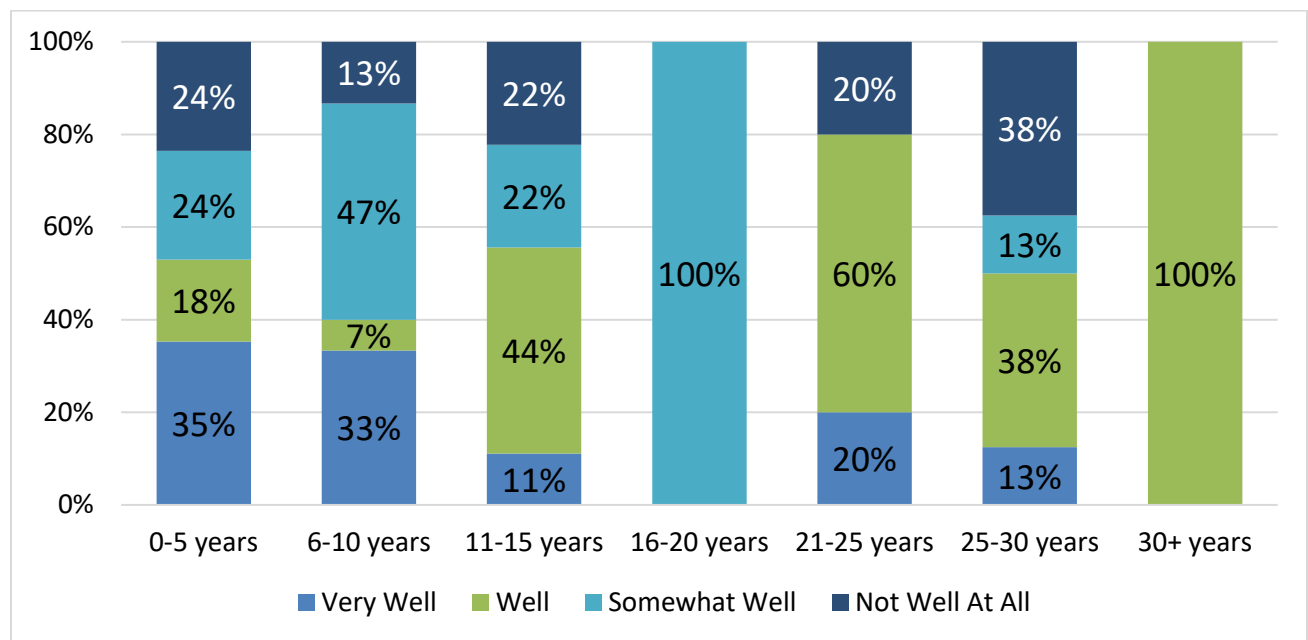


Respondents rated their department head on the following characteristics.

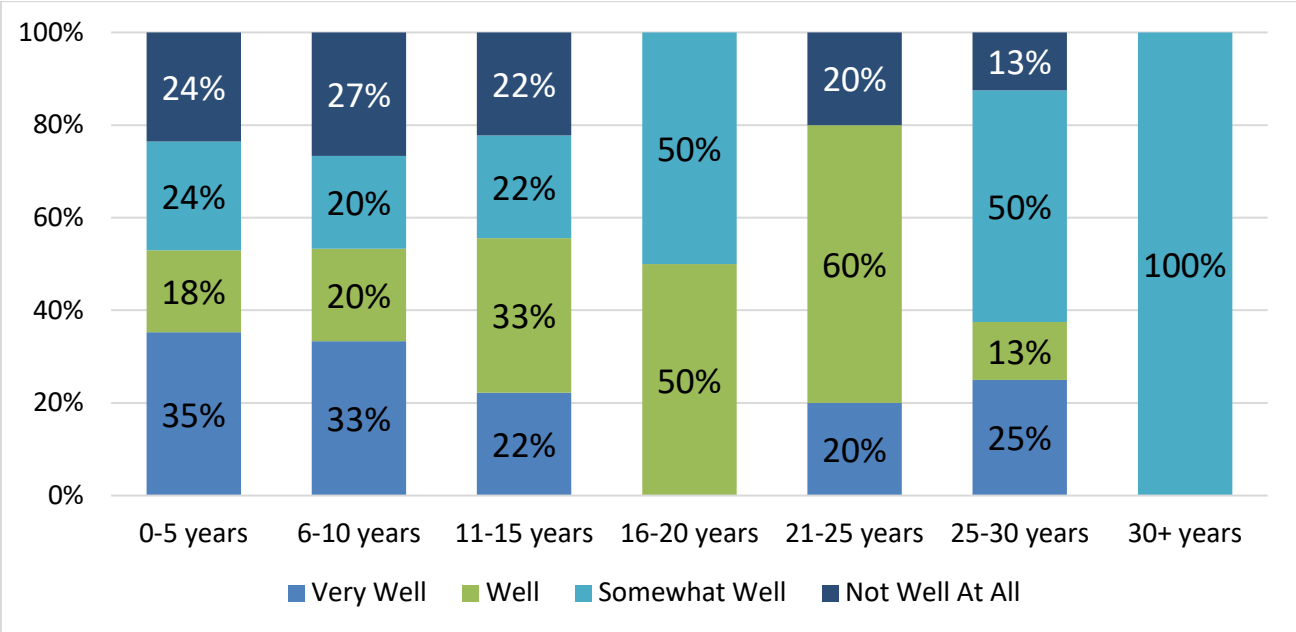
Clear and Transparent Communication



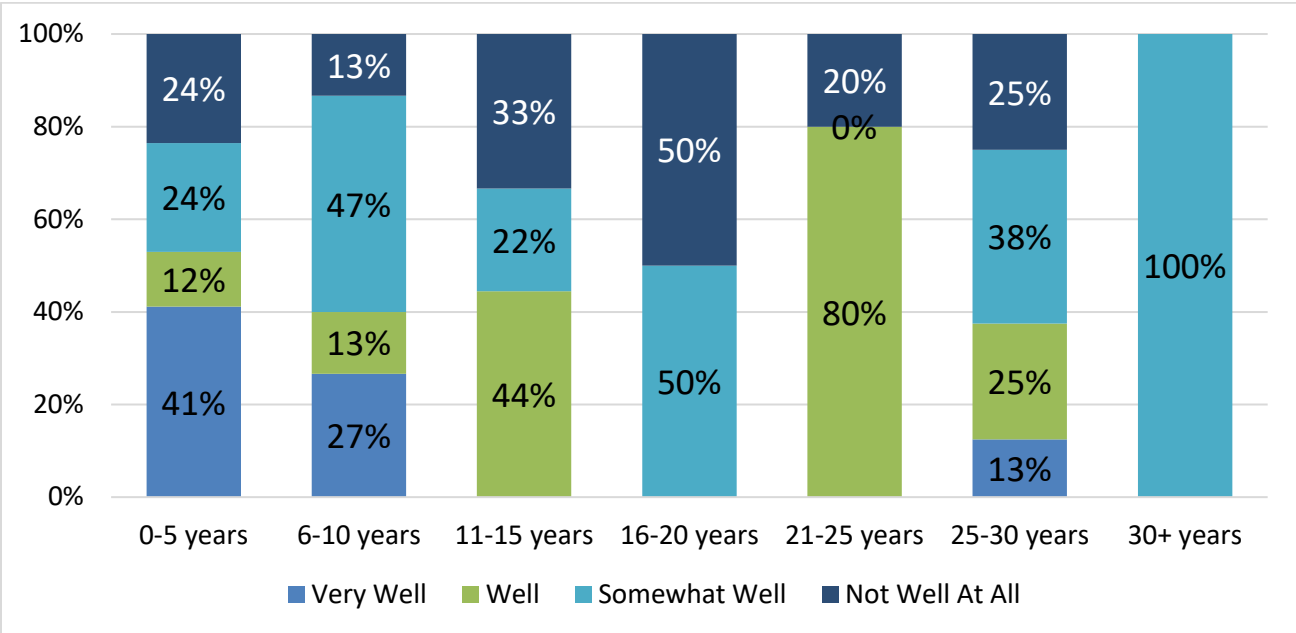
Active Listening



Visibility and Accessibility

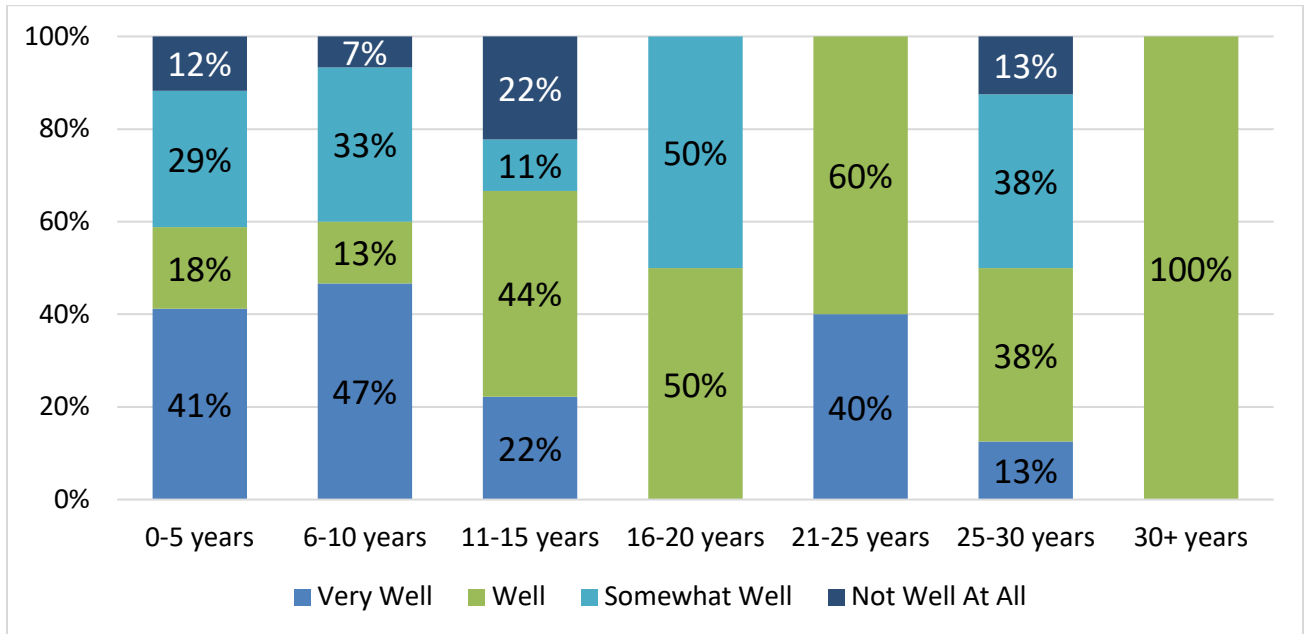


Follow-Through

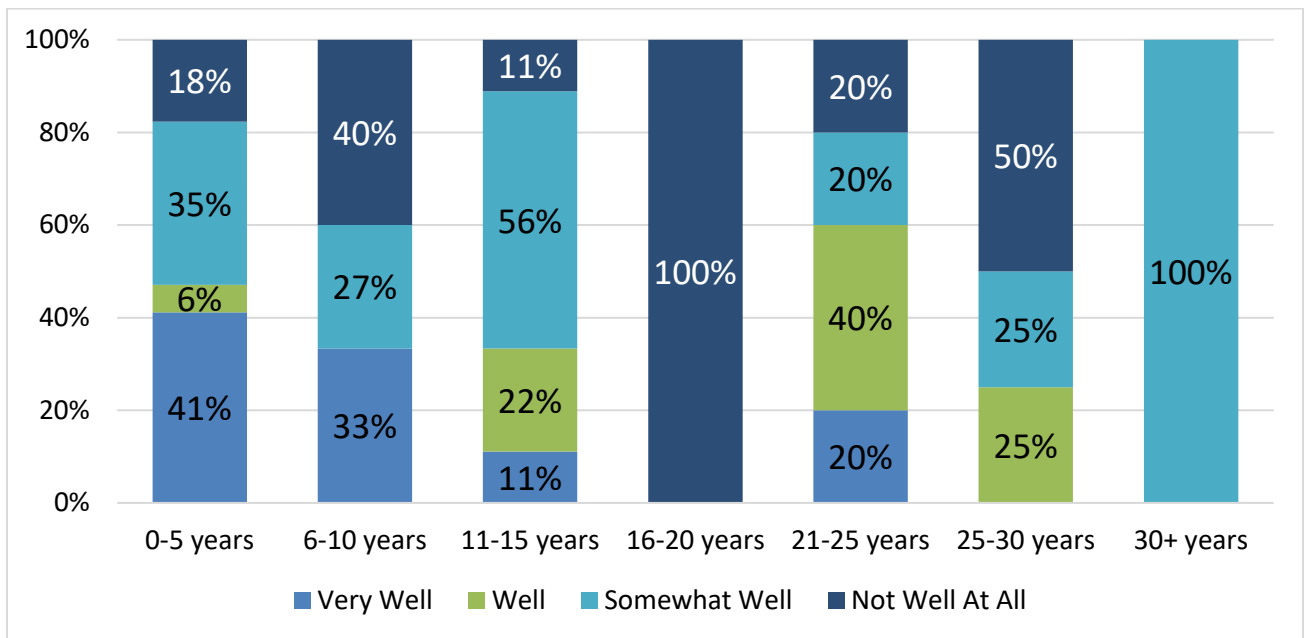




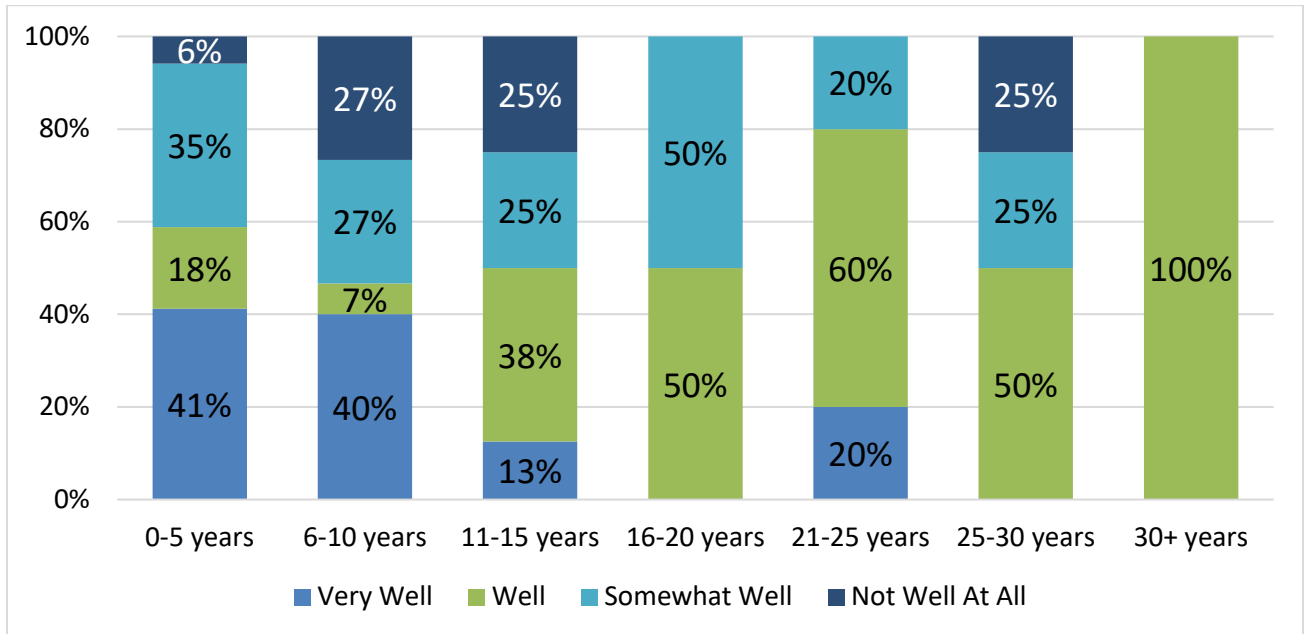
Support and Resources



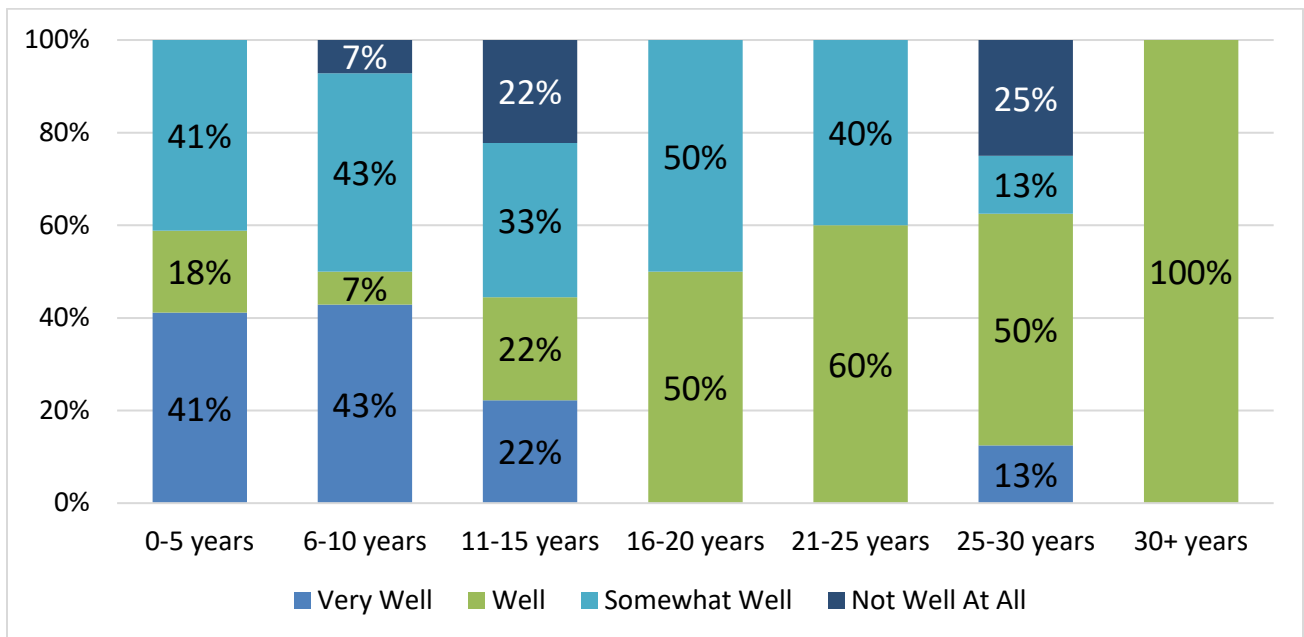
Recognition and Appreciation



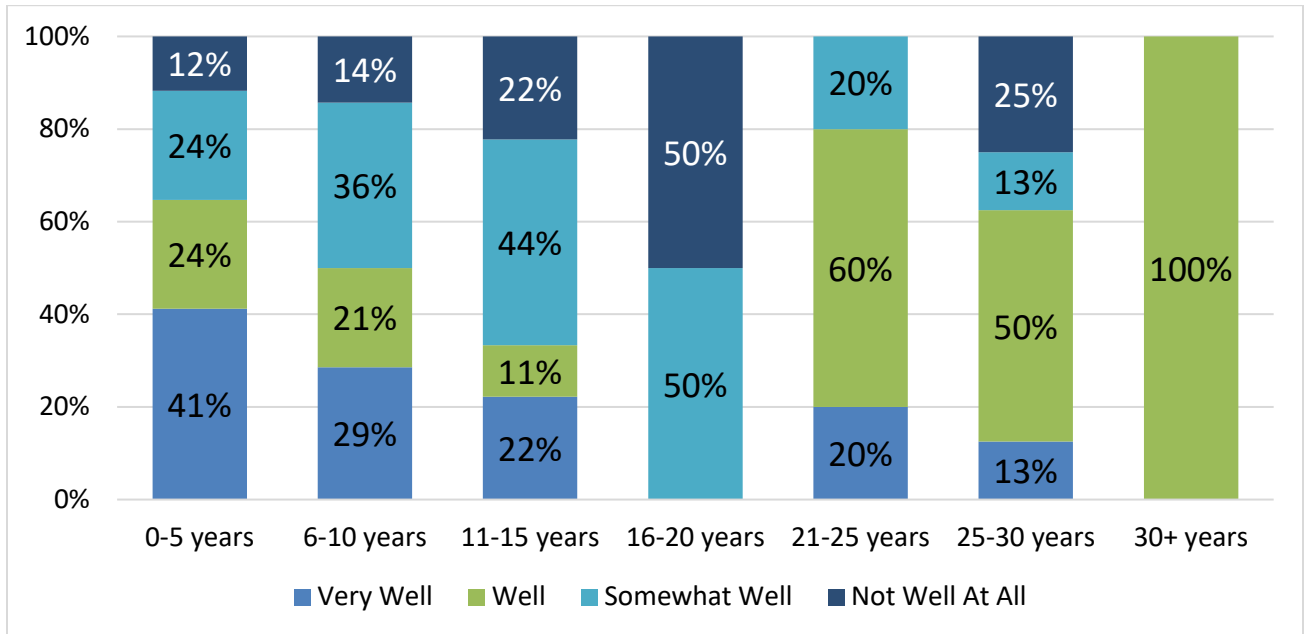
Consistency in Actions



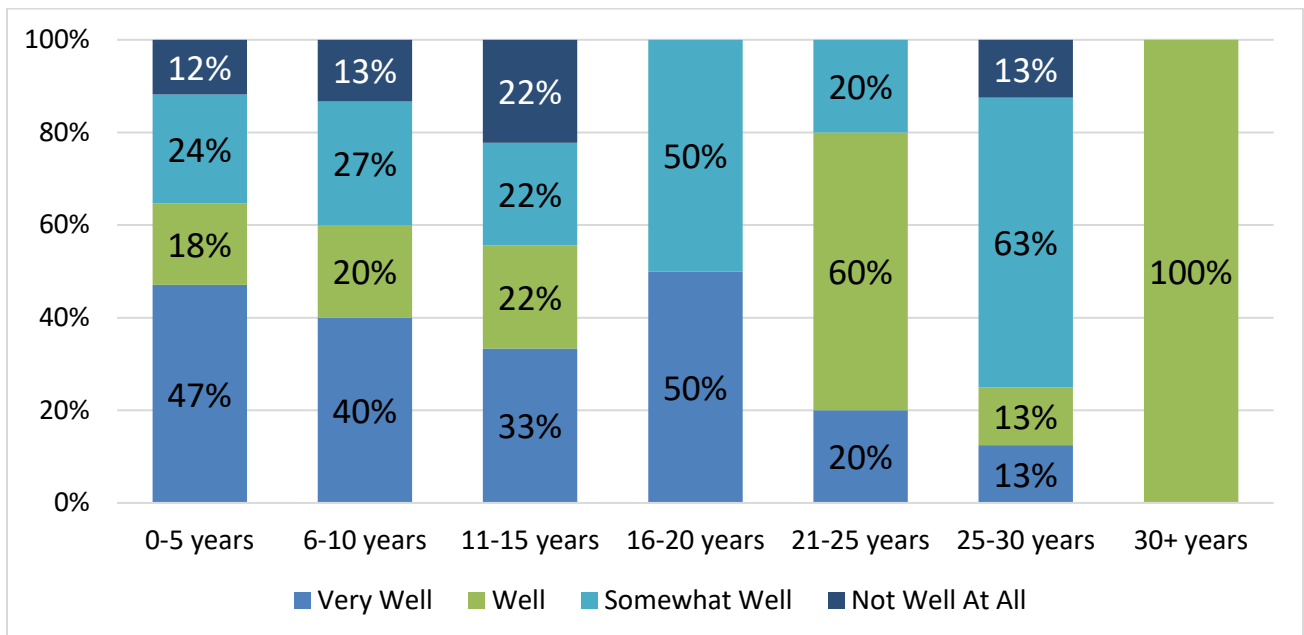
Empathy and Understanding



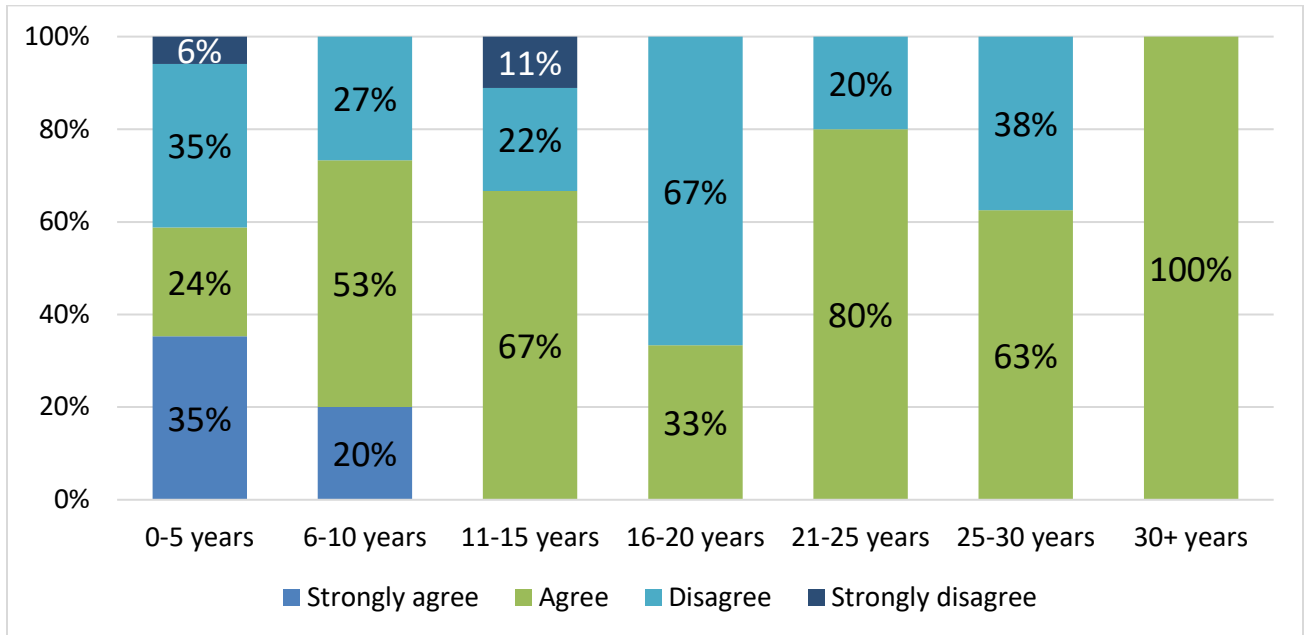
Accountability



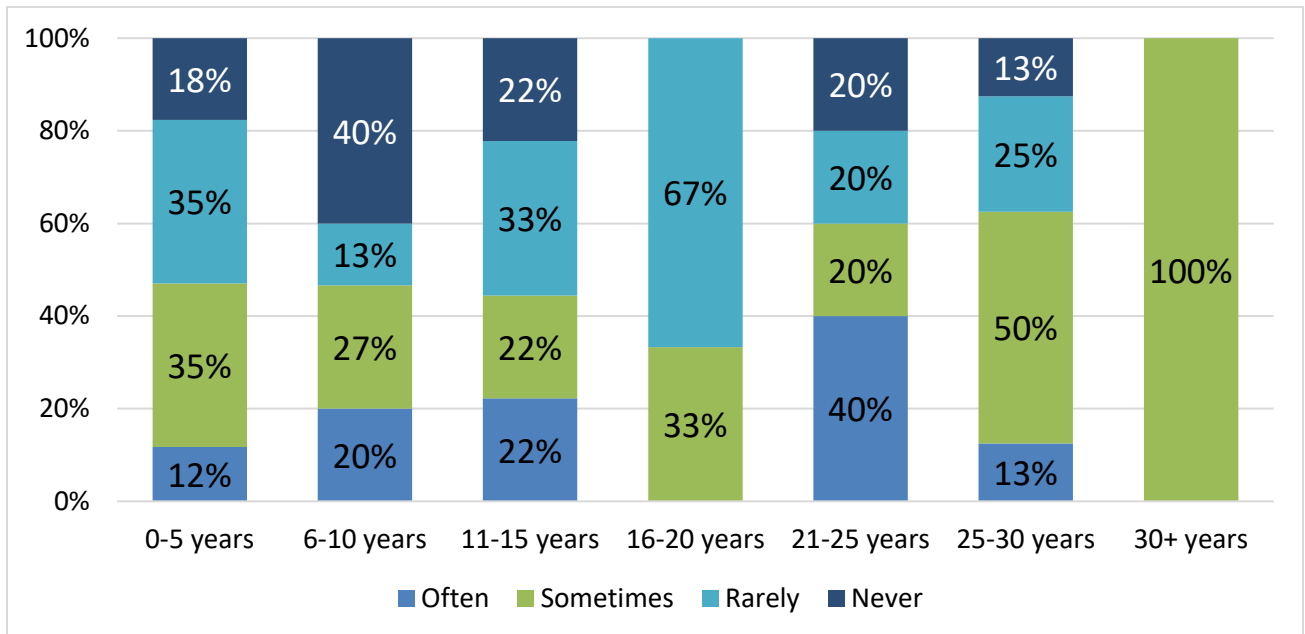
Expertise and Ability



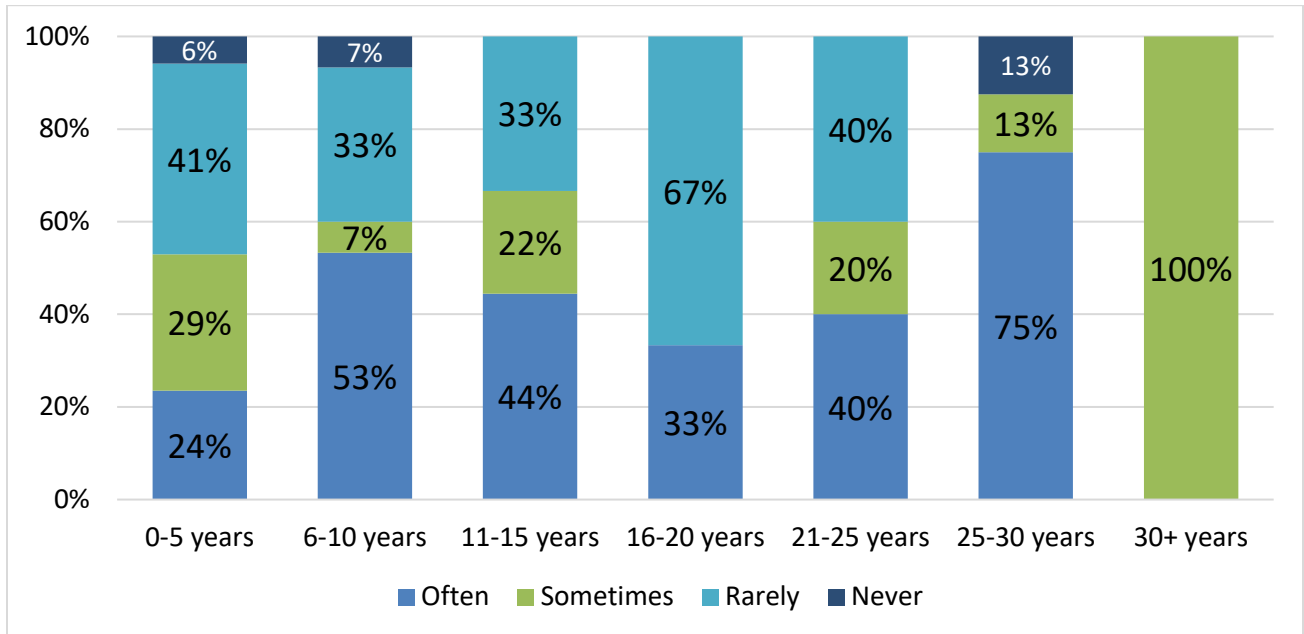
**How much do you agree with the statement: “My department head is accountable to their staff”**



**How often does your department head seek out your feedback?**



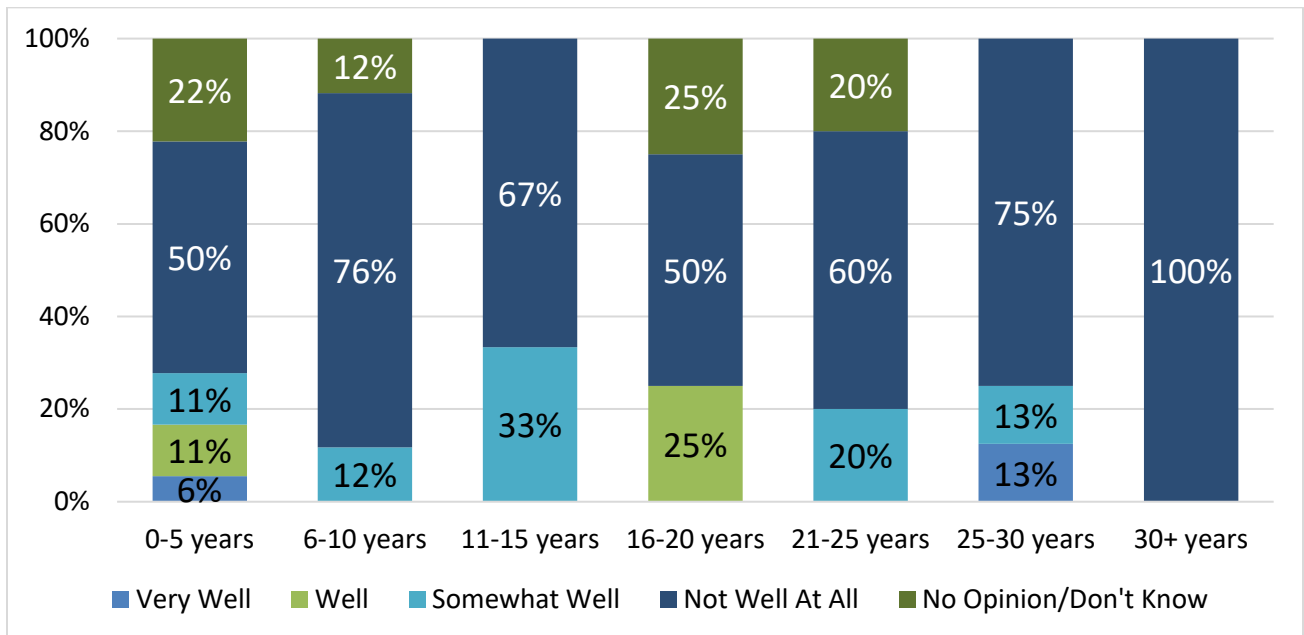
How often do you have personal interactions with your department head?



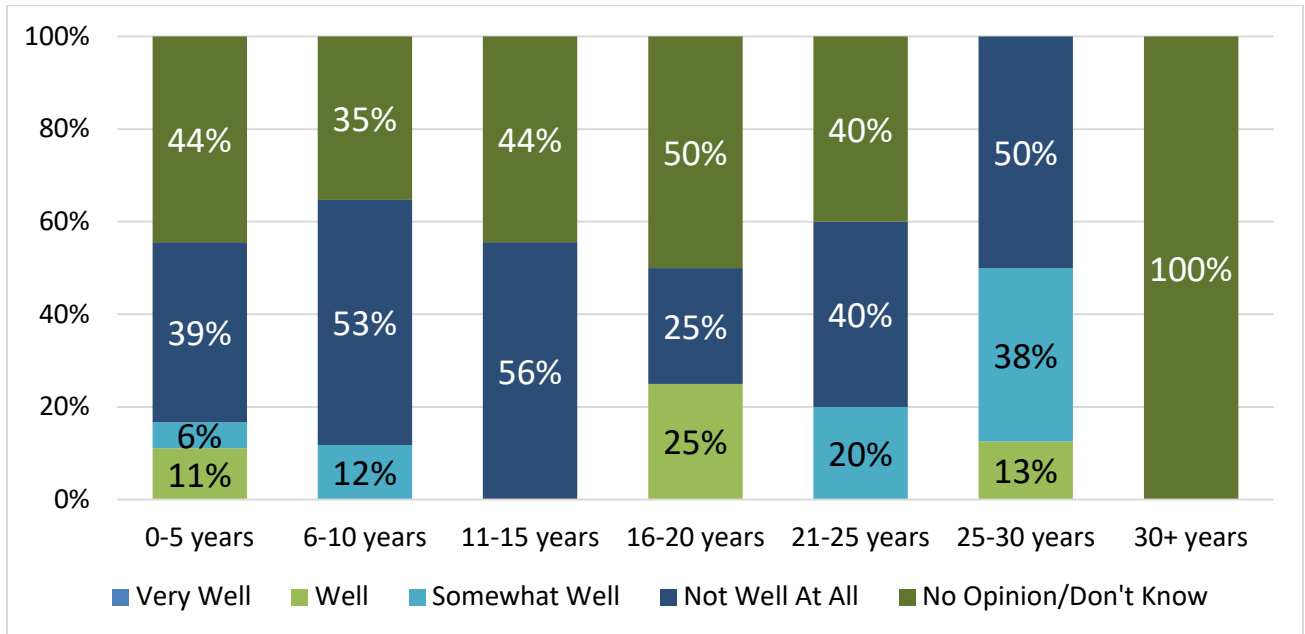
**City Administrator**

Respondents rated the City Administrator on the following characteristics.

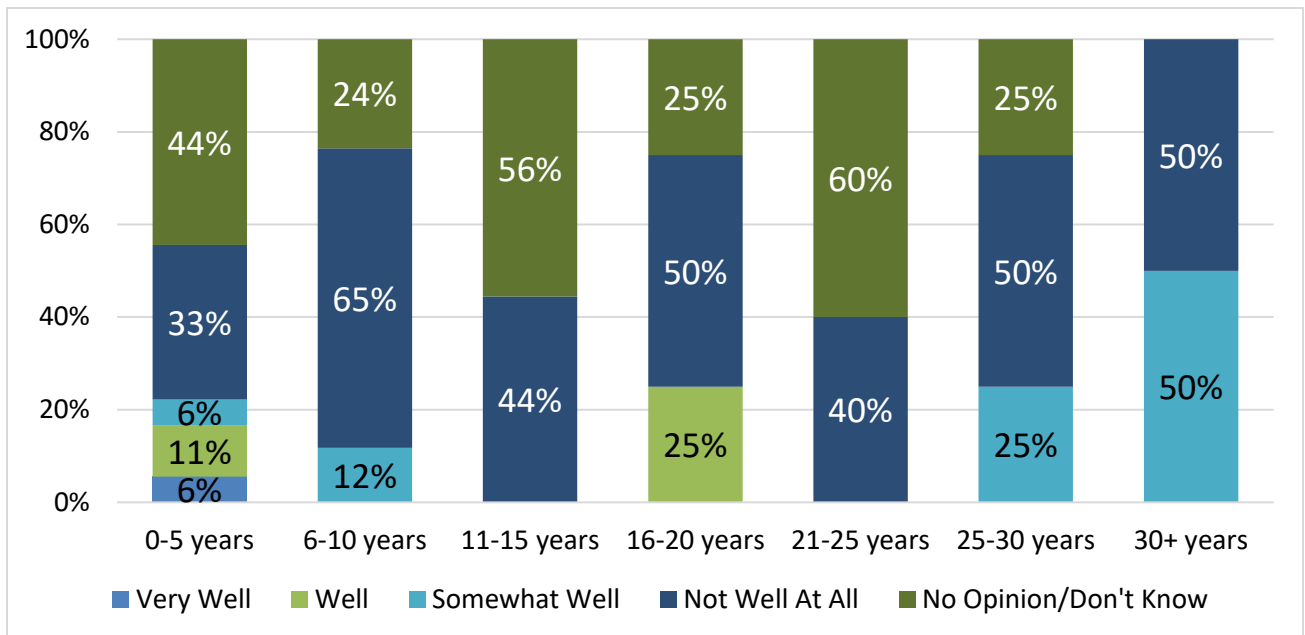
Visibility and Accessibility



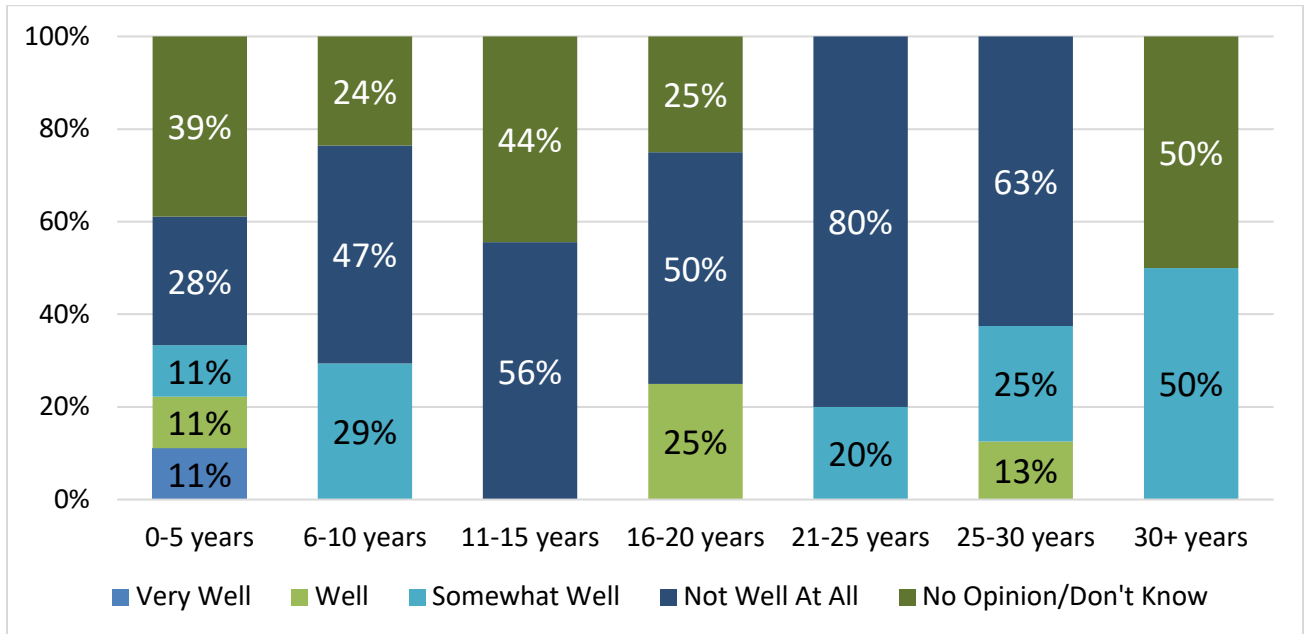
Planning



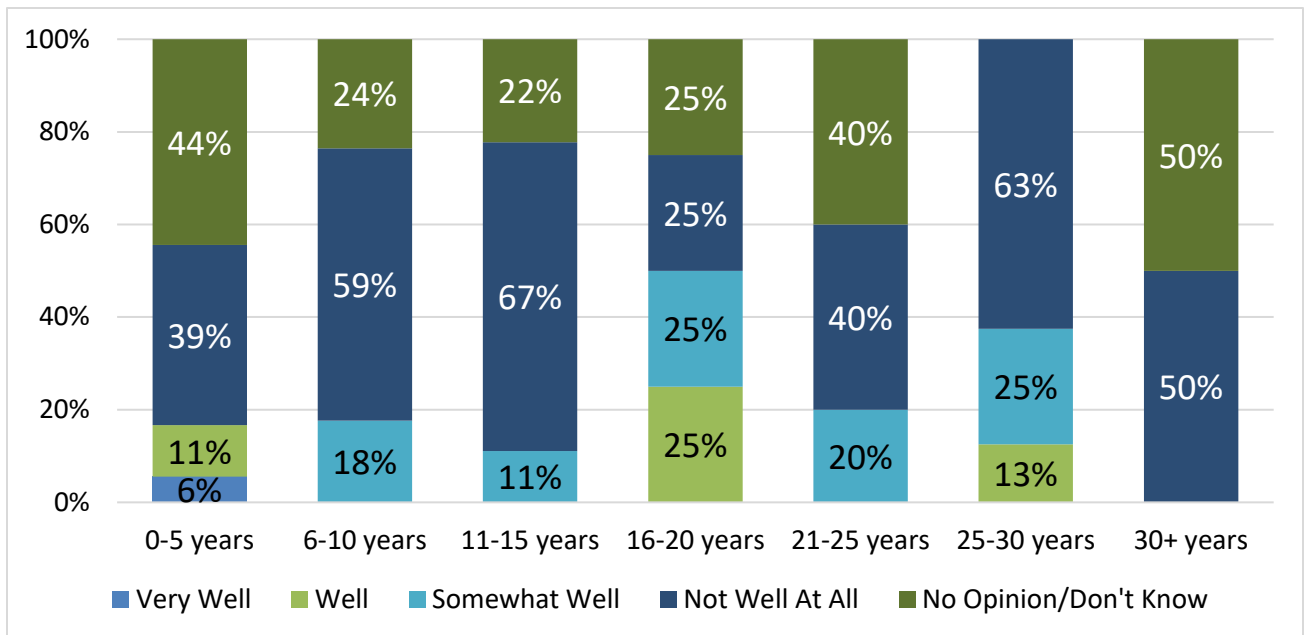
Community Engagement



**Policy Development**



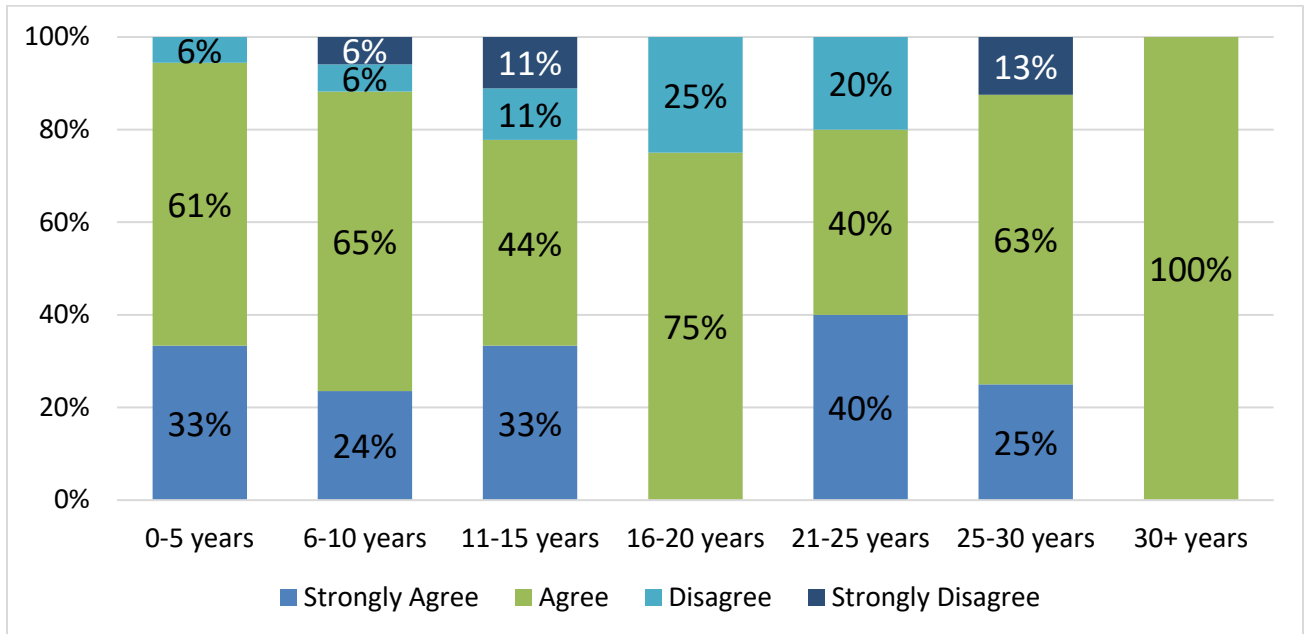
**Expertise and Ability**



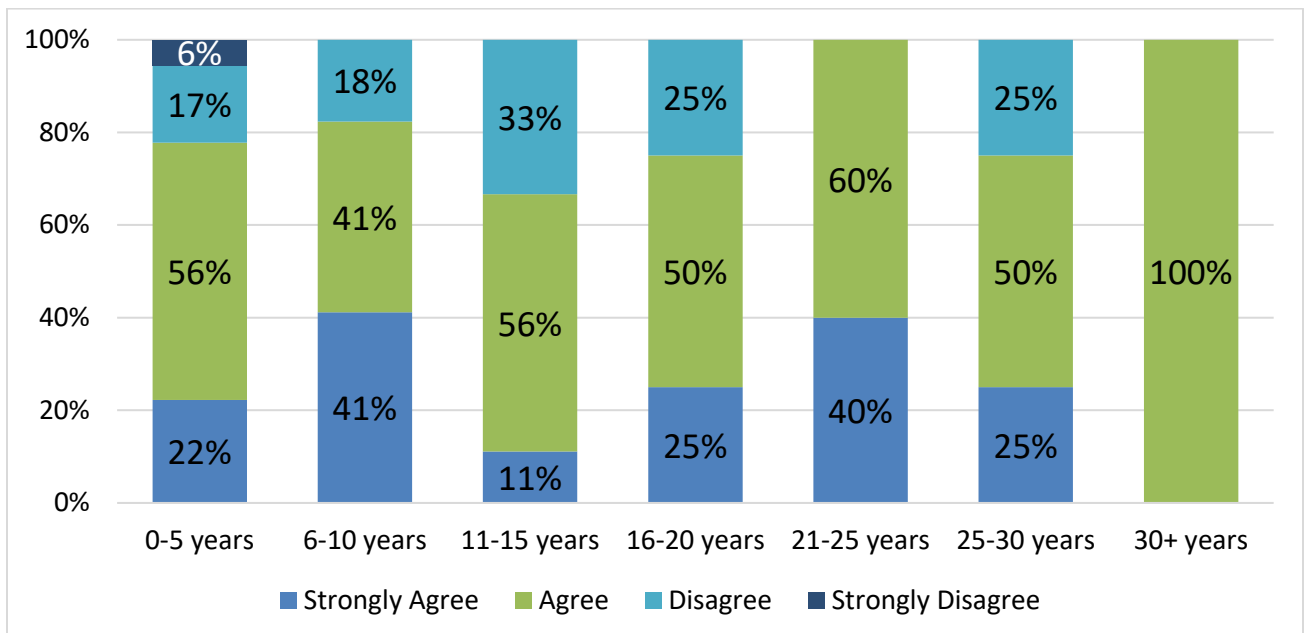
## Work-Life Balance

How much do you agree with the following statements:

*“My workload is manageable.”*

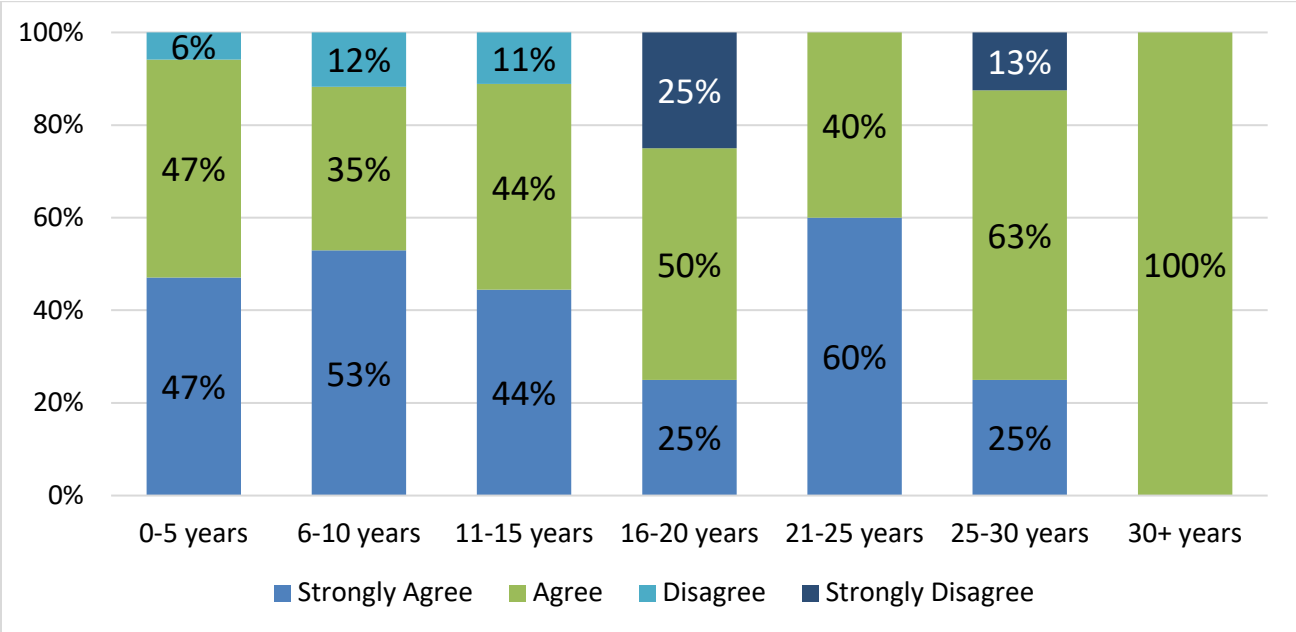


*“I am encouraged to take time off when needed (vacation, sick and personal days).”*

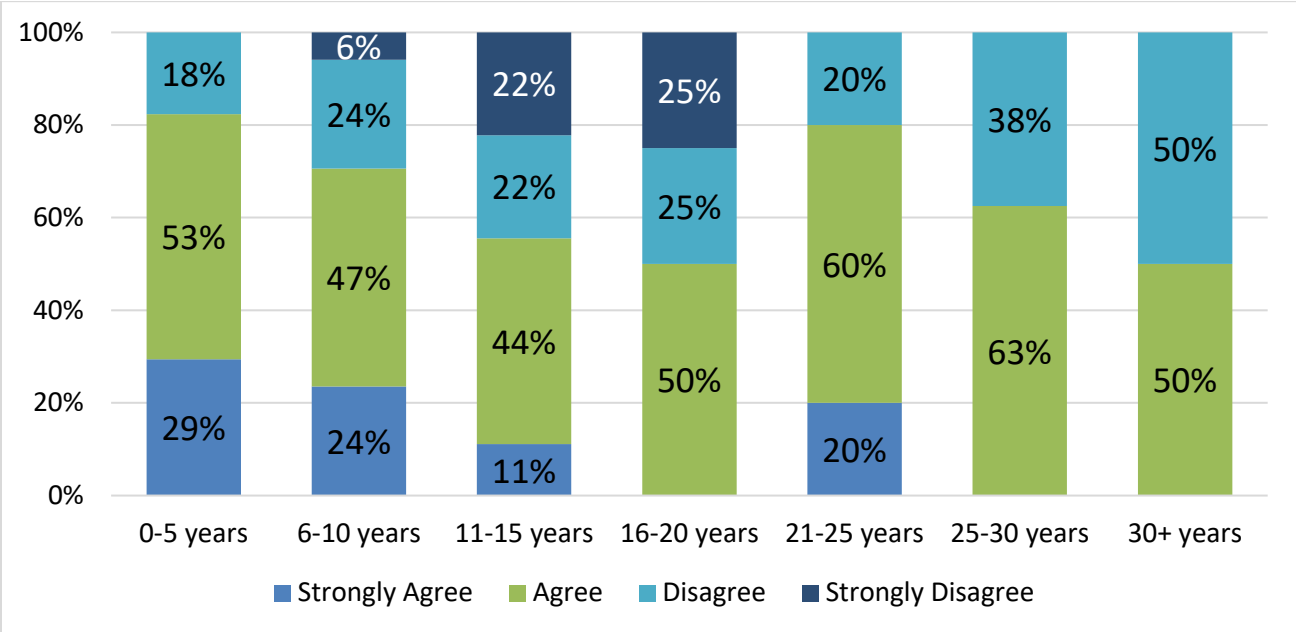




**“My current supervisor is supportive of my life commitments and needs.”**



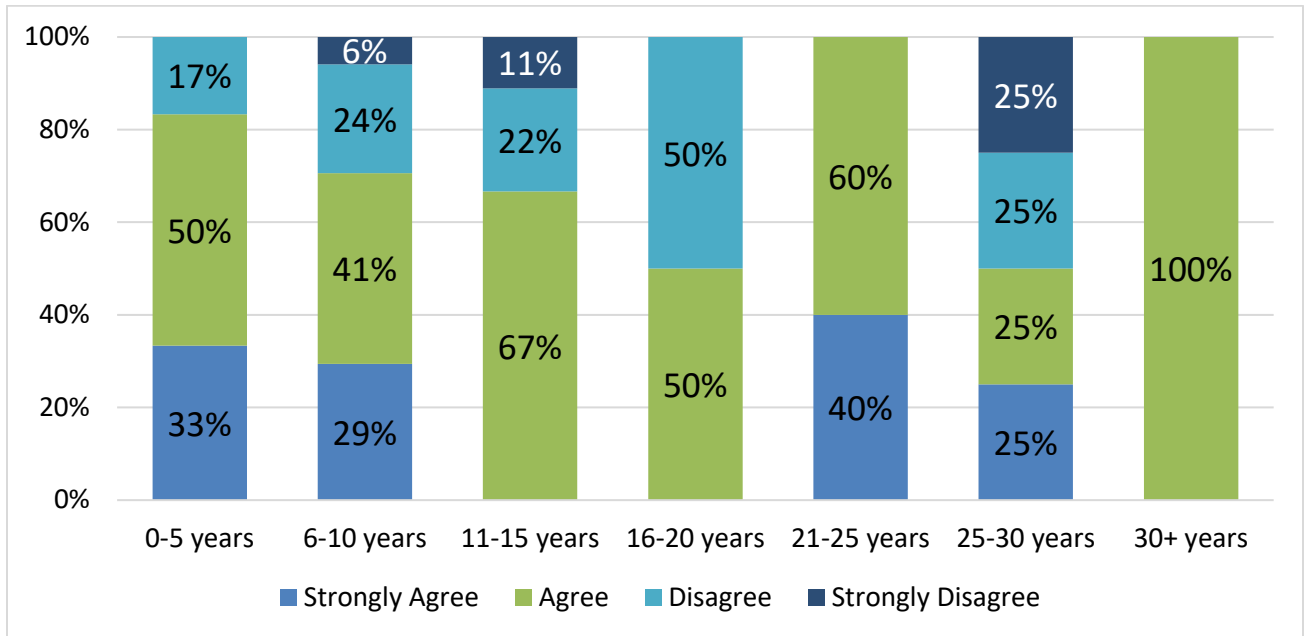
**“My current supervisor provides resources and support for managing work-related stress.”**



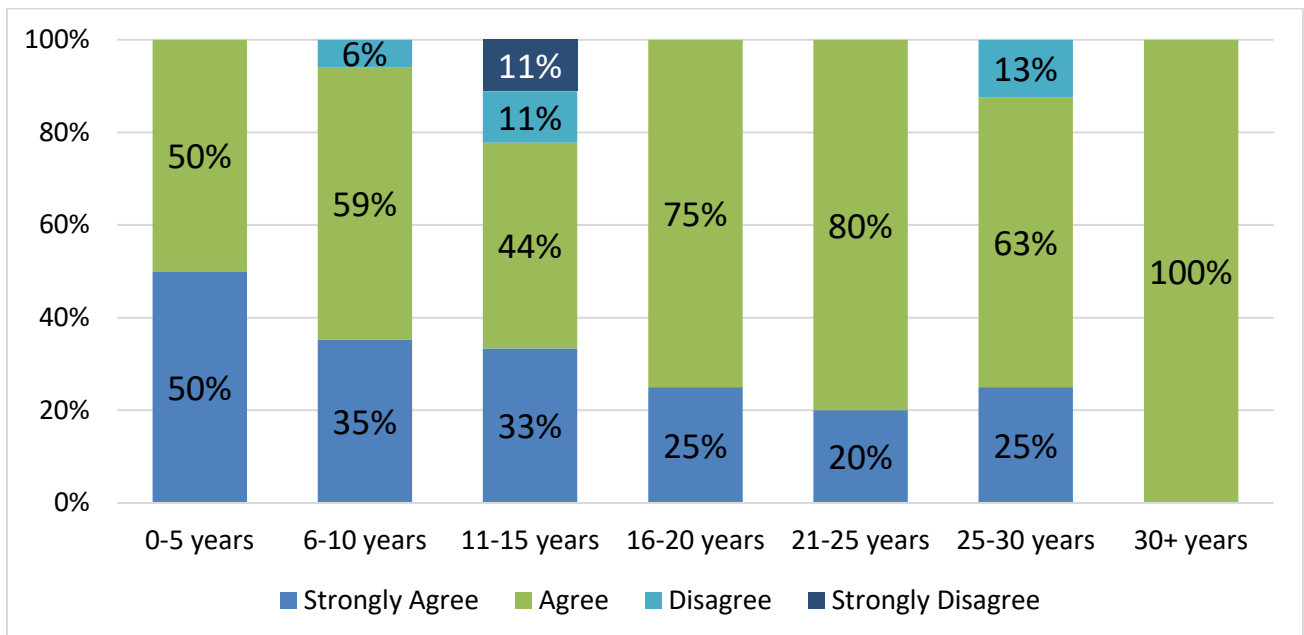
## Departmental Culture

How much do you agree with the following statements:

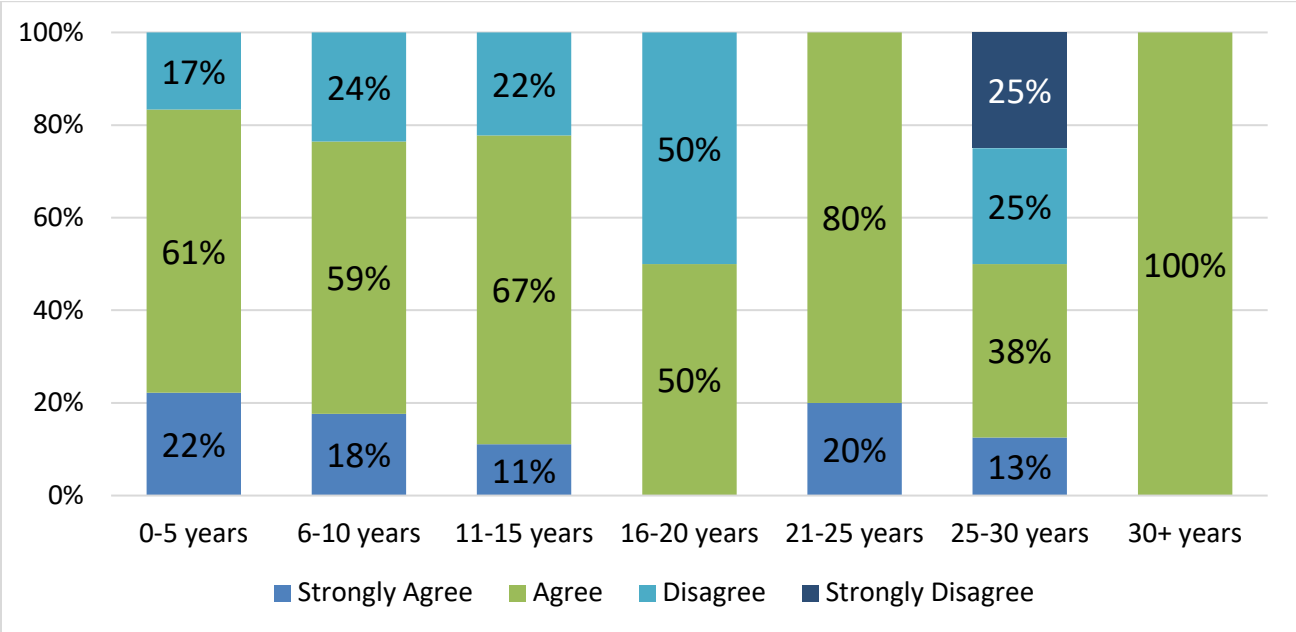
*“I enjoy coming to work each day.”*



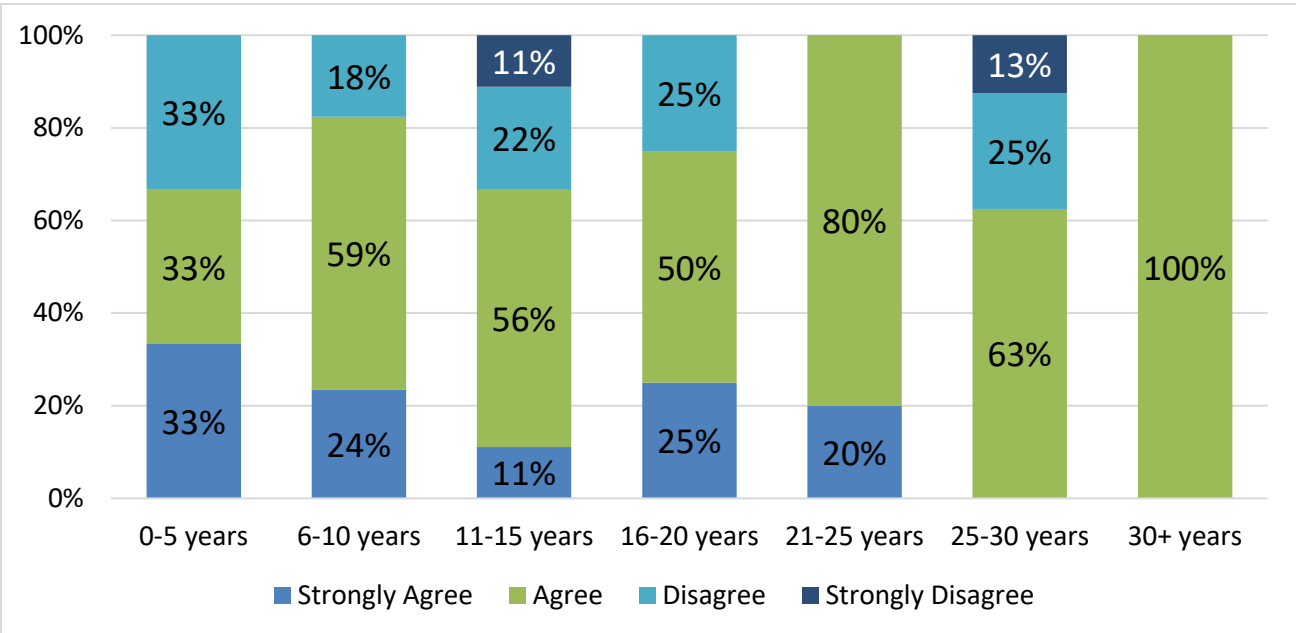
*“I have positive relationships with my colleagues.”*



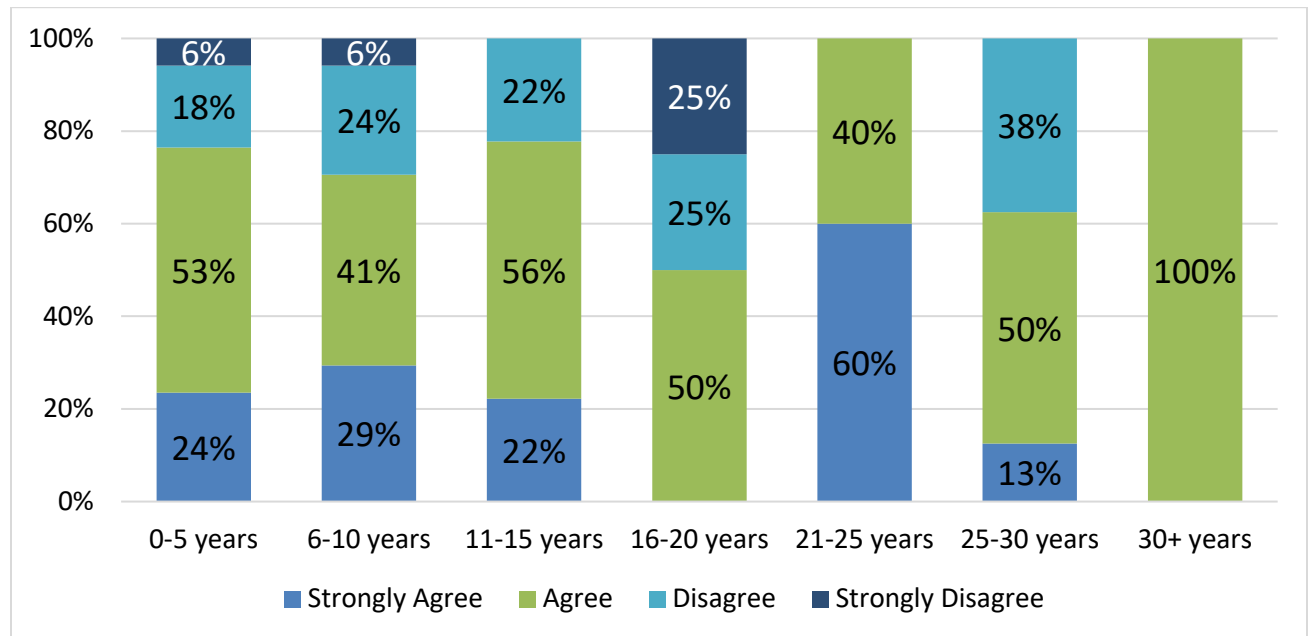
***“The work environment is supportive.”***



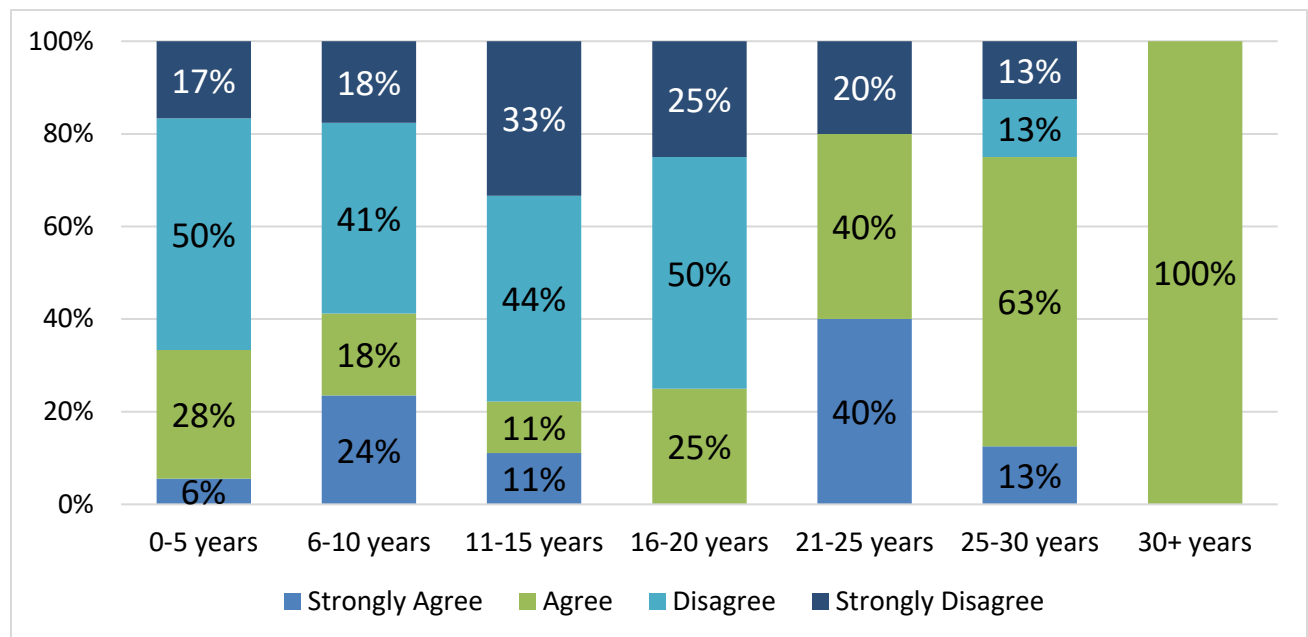
***“I feel valued by my team.”***



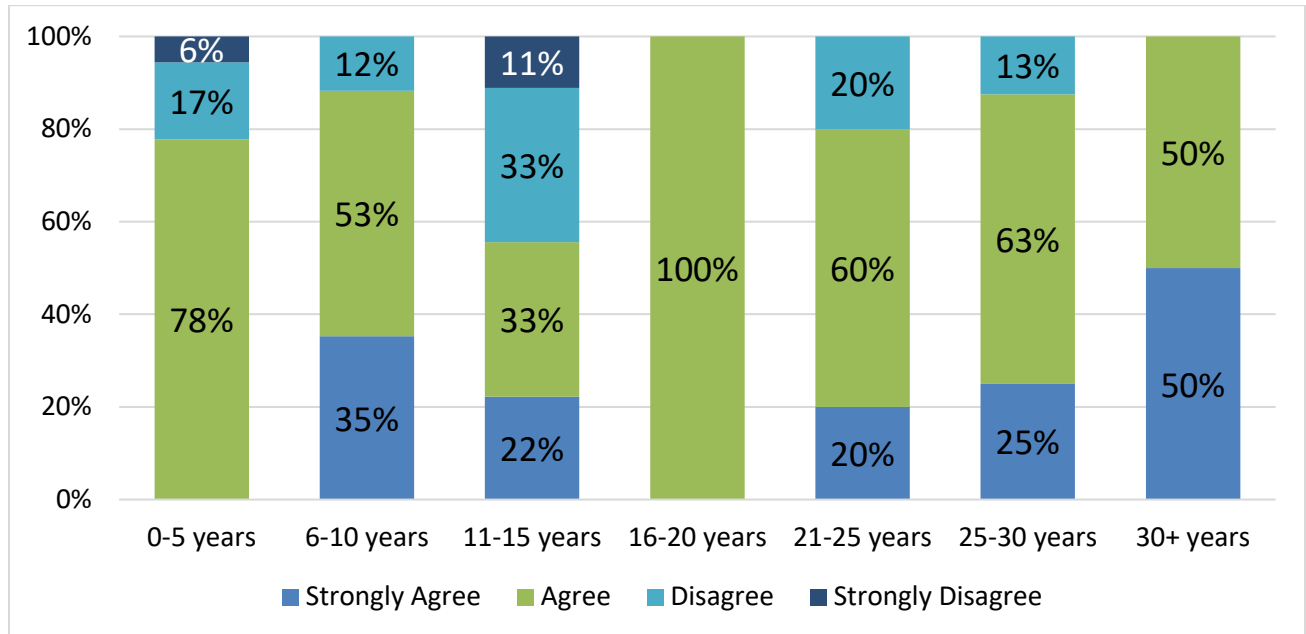
***“I know what my department’s goals are.”***



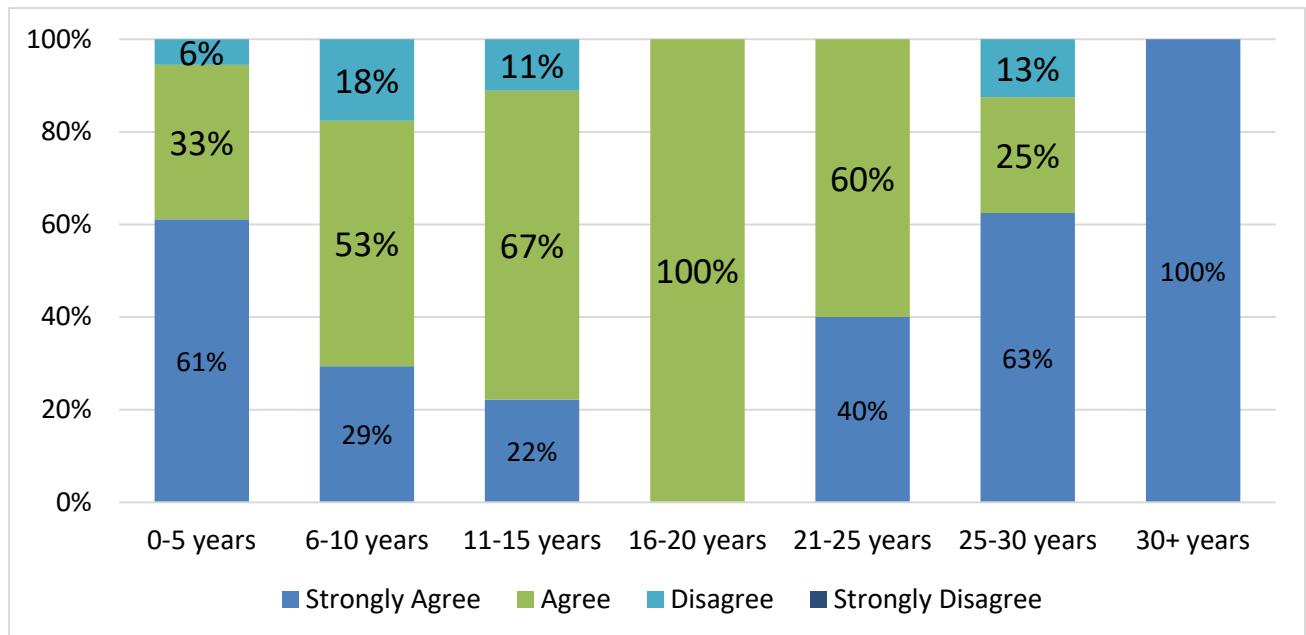
***“I am a part of planning and goal setting for my department”***



*“I know how the work my department does aligns with the City overall.”*

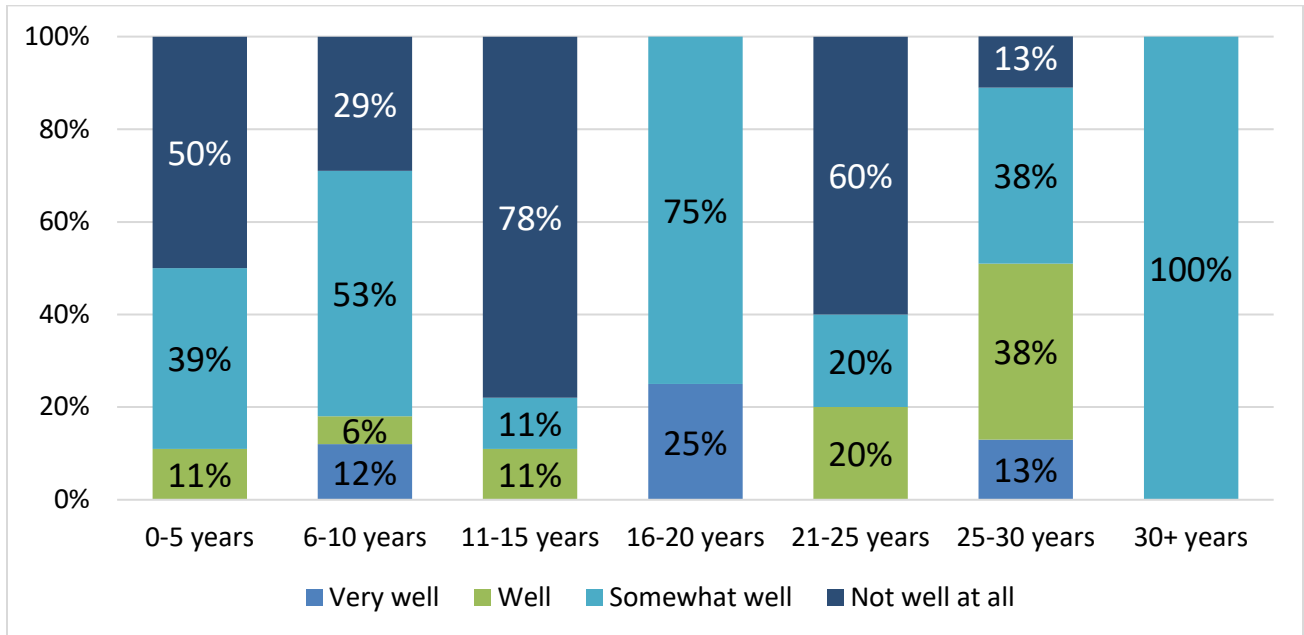


*“I am proud to be a part of my department.”*

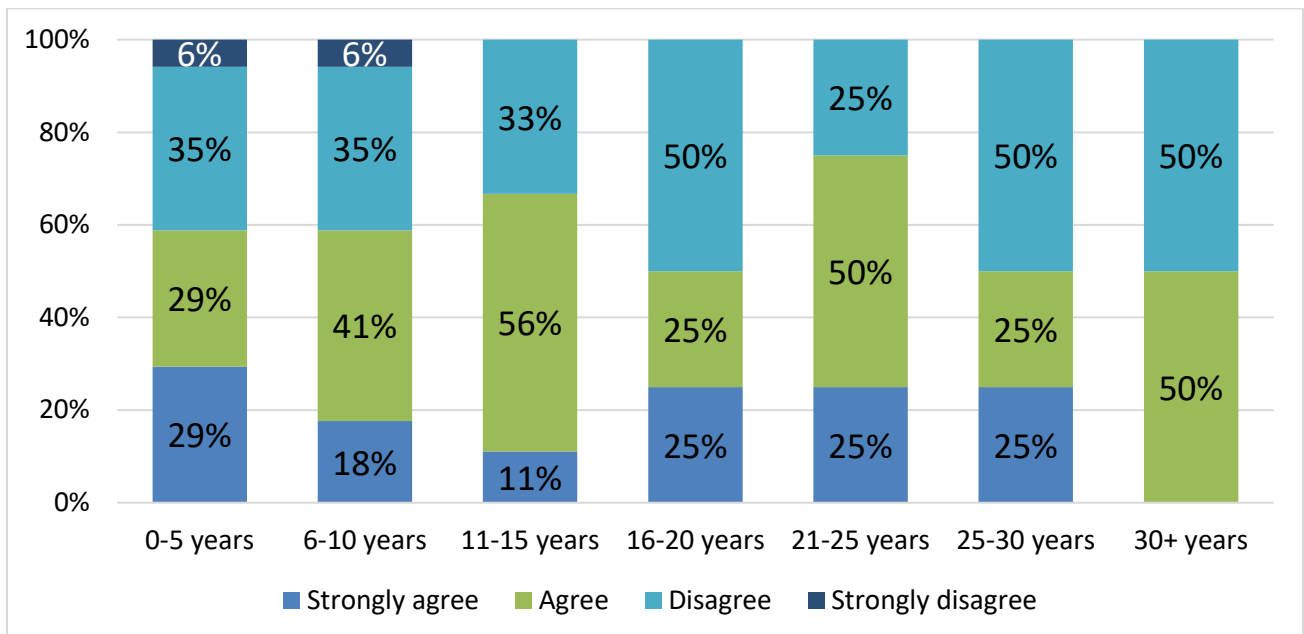


## Inter-Department Relationships

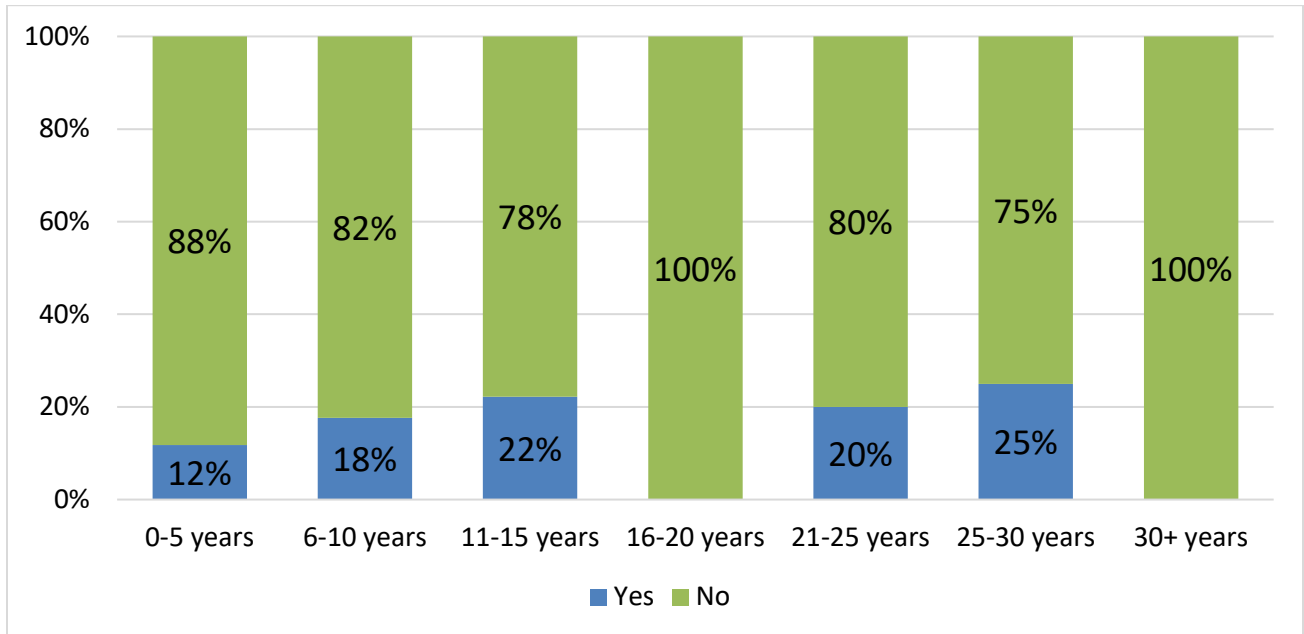
*How well do you know colleagues from other departments?*



*How much do you agree with the following statement: "Other departments have it easier or better than we do"*

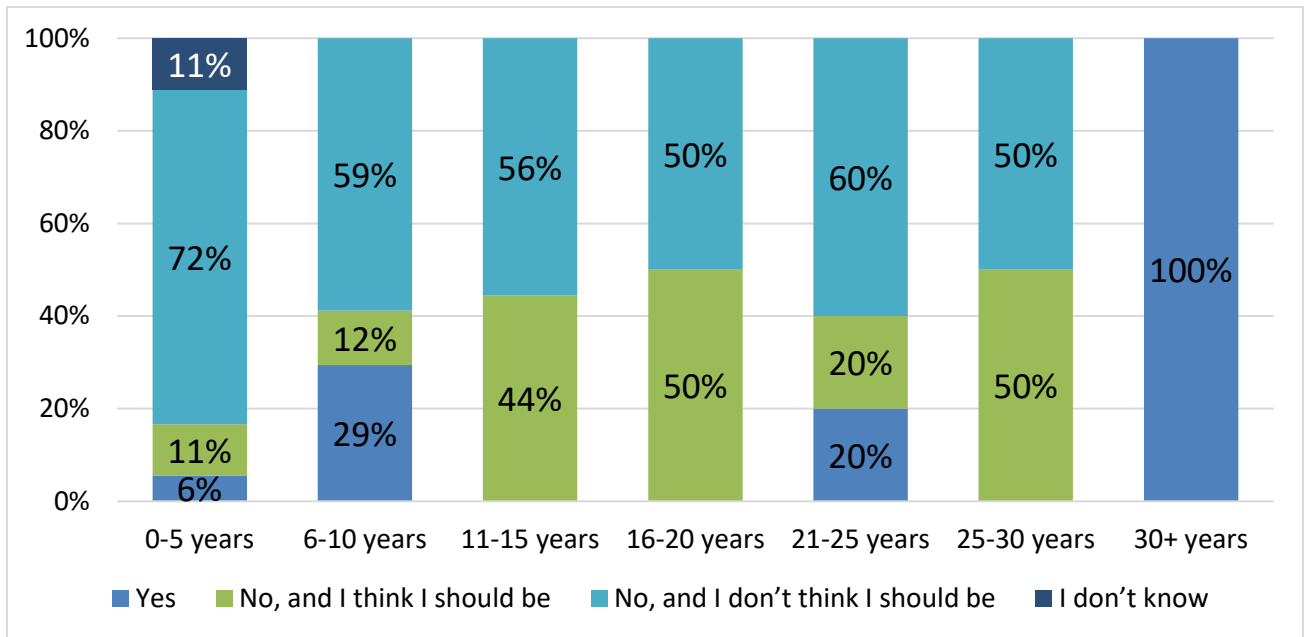


Have you experienced any negative impacts from policy changes in other departments?

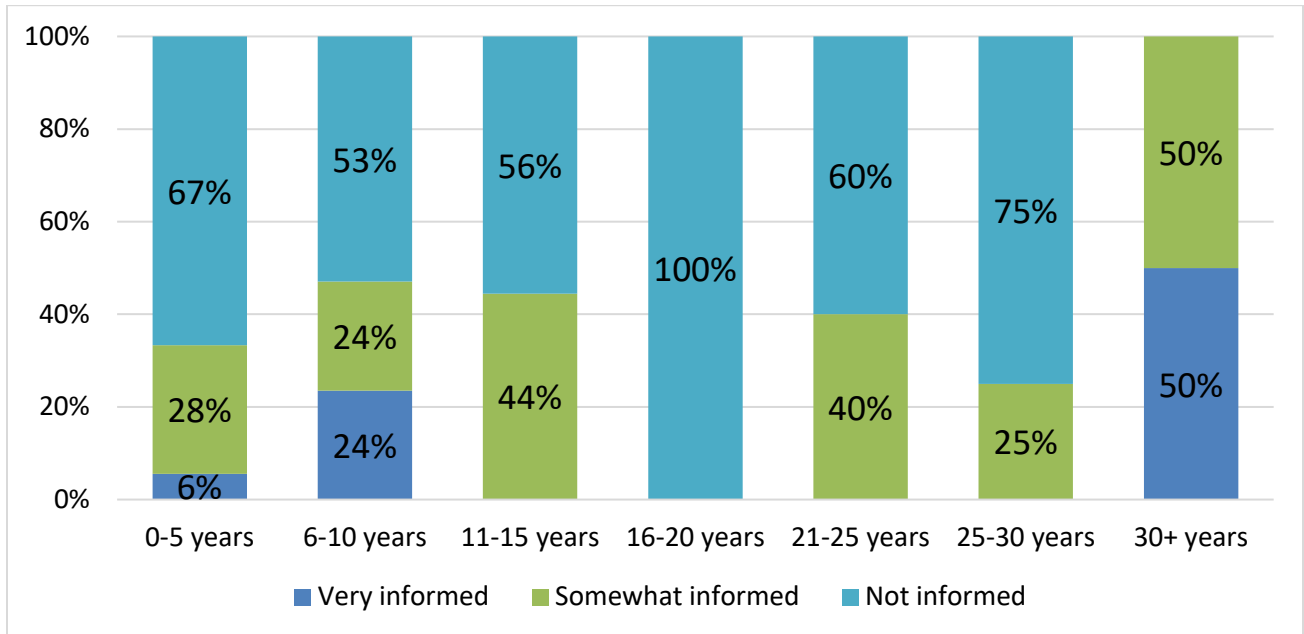


**Budget**

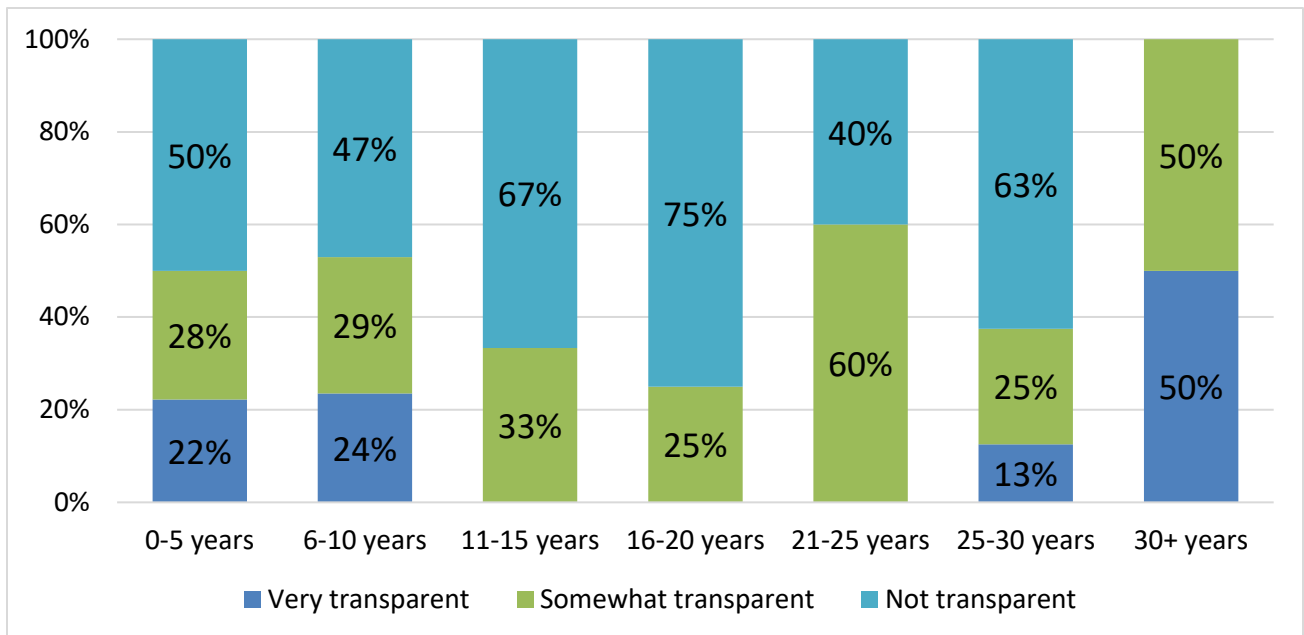
Are you involved in the budget process for your department?



How informed are you about the budget process in your department?

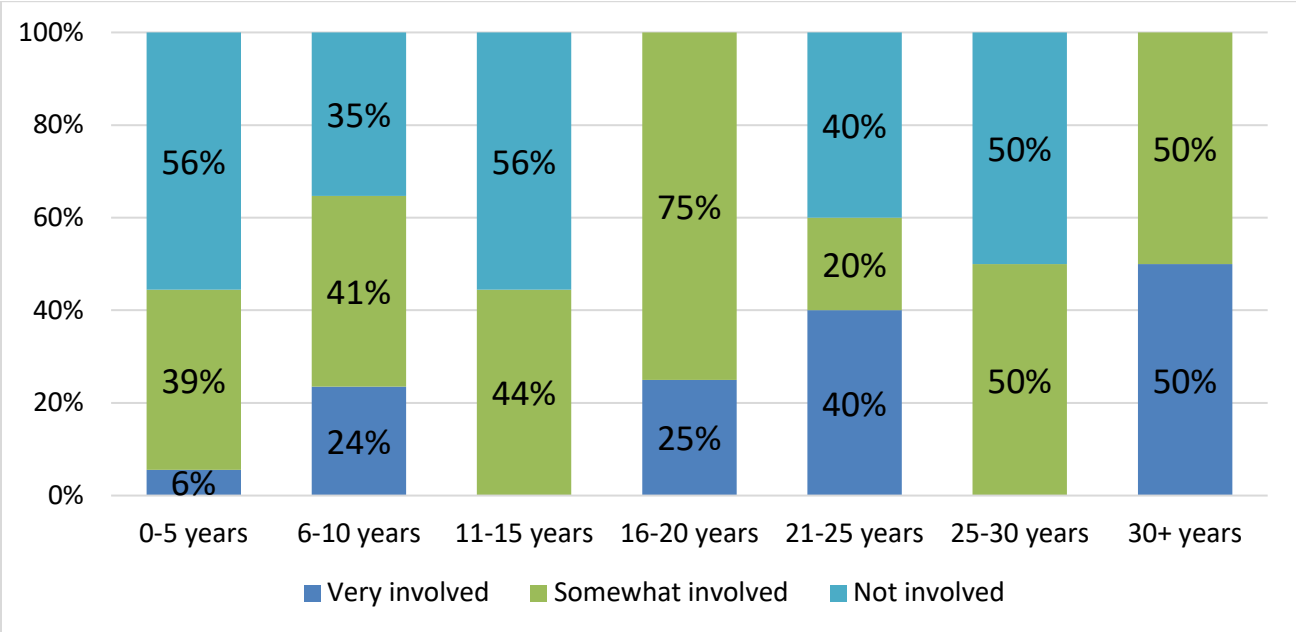


How transparent do you feel the budget process is in your department?



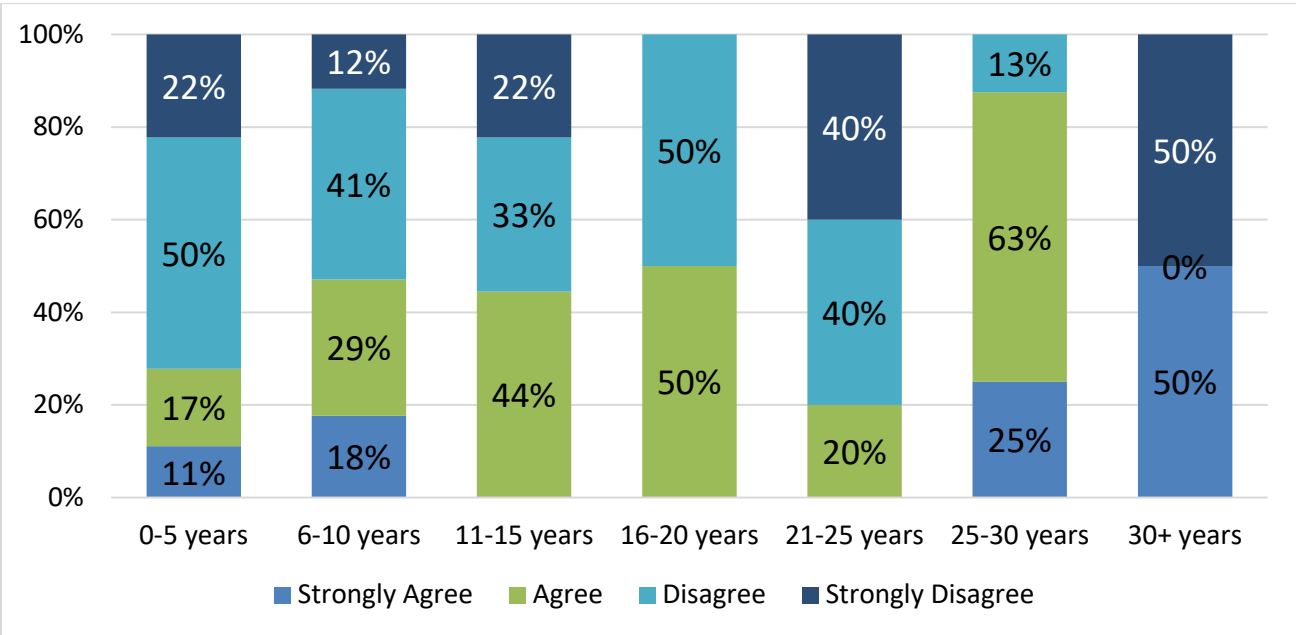


What is your desired level of involvement in the budget process?

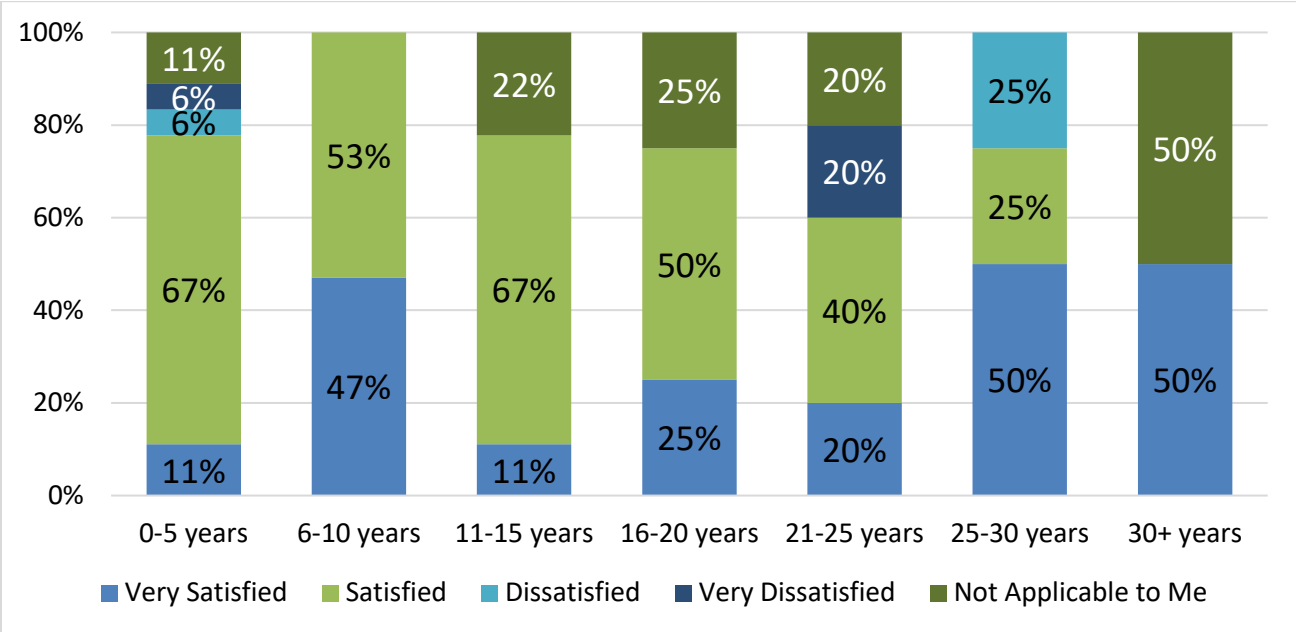


**Pay & Benefits**

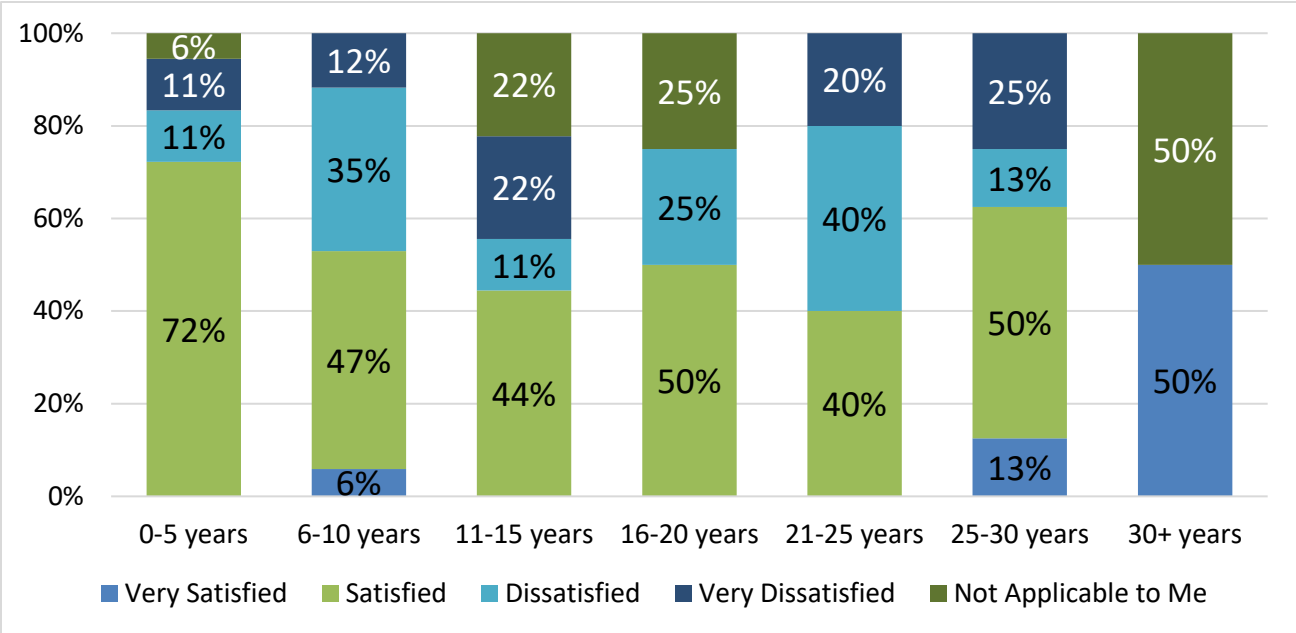
How much do you agree with the following statement: “Benefits are a main reason I work for the City.”



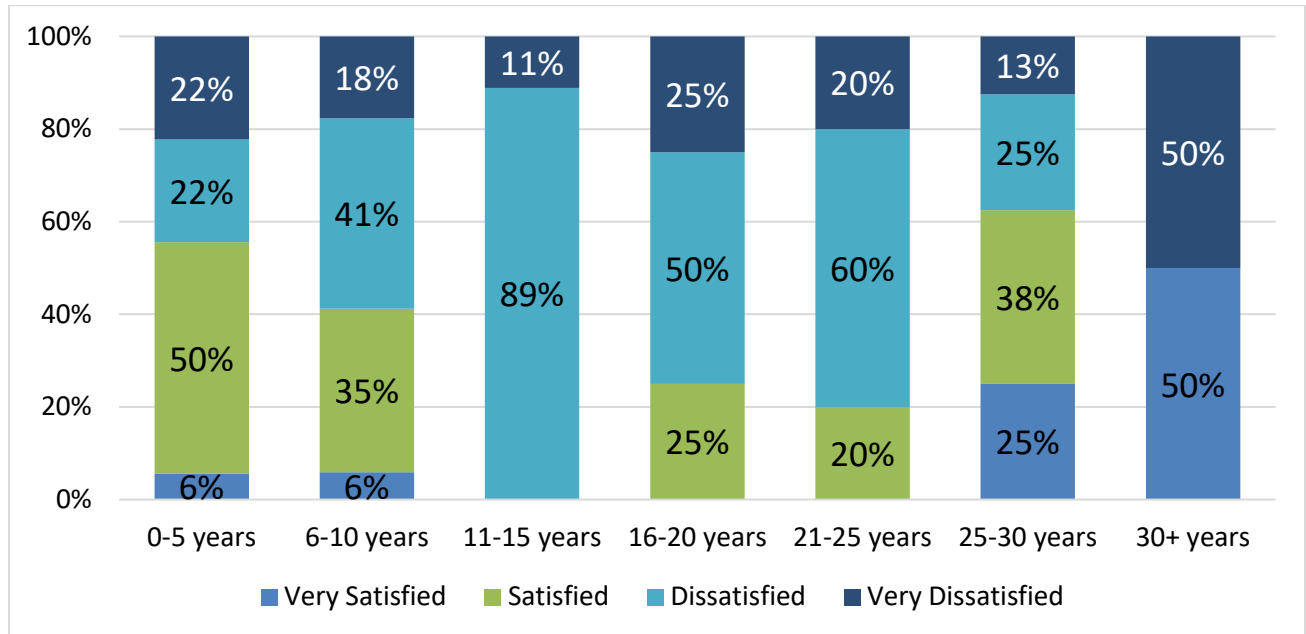
**Satisfaction with health benefits**



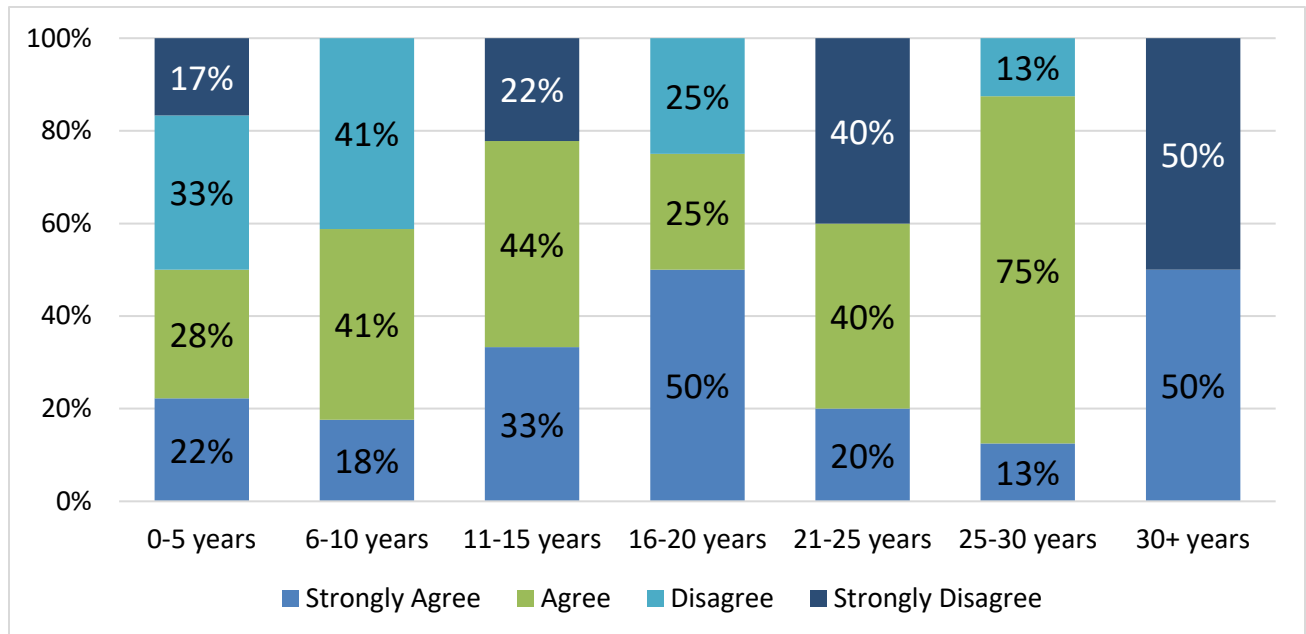
**Satisfaction with retirement benefits**



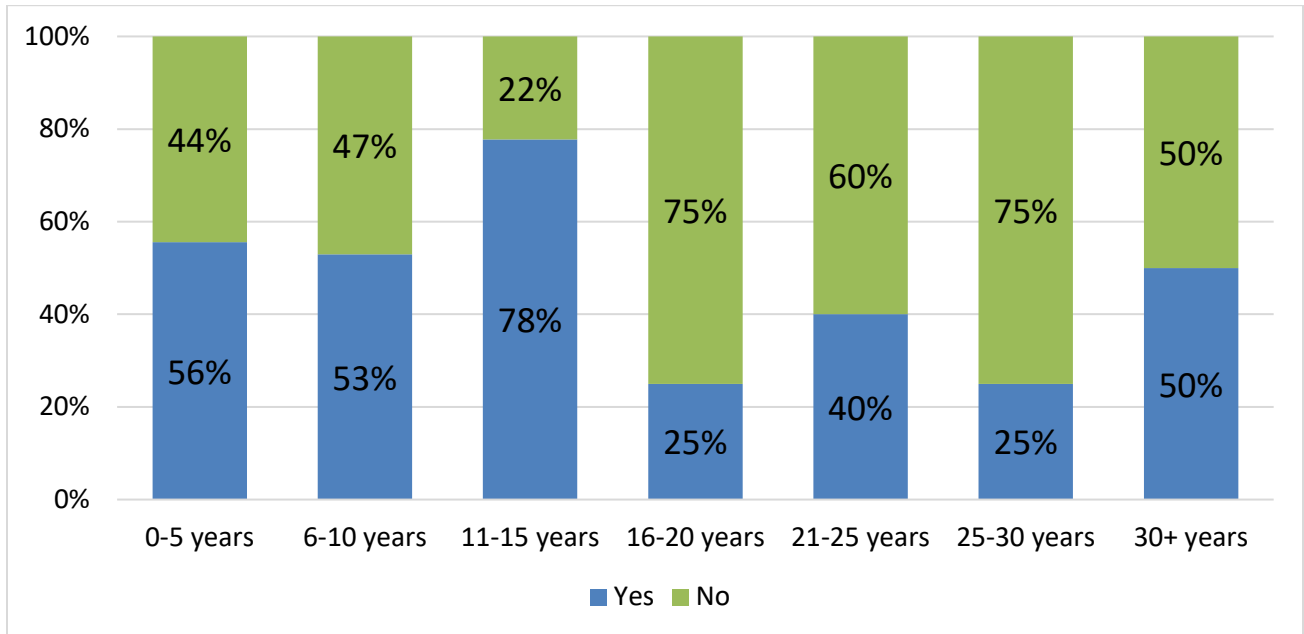
**Satisfaction with hourly rate/salary**



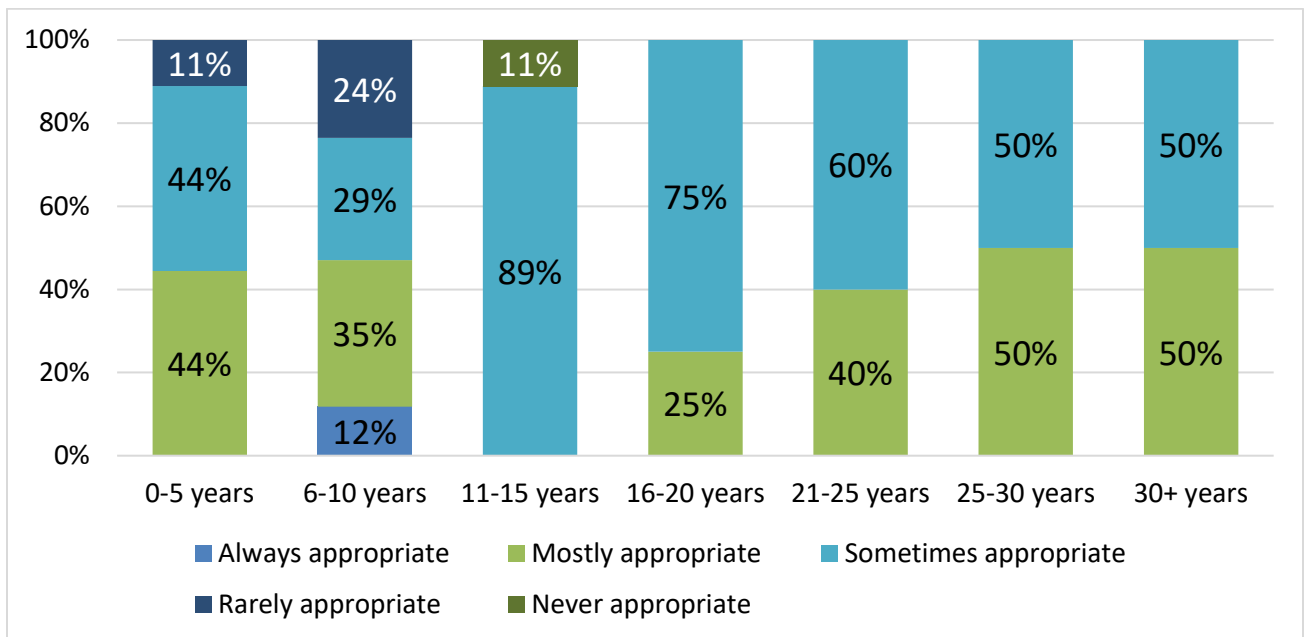
**How much do you agree with the following statement: “Pay is a main reason I work for the City.”**



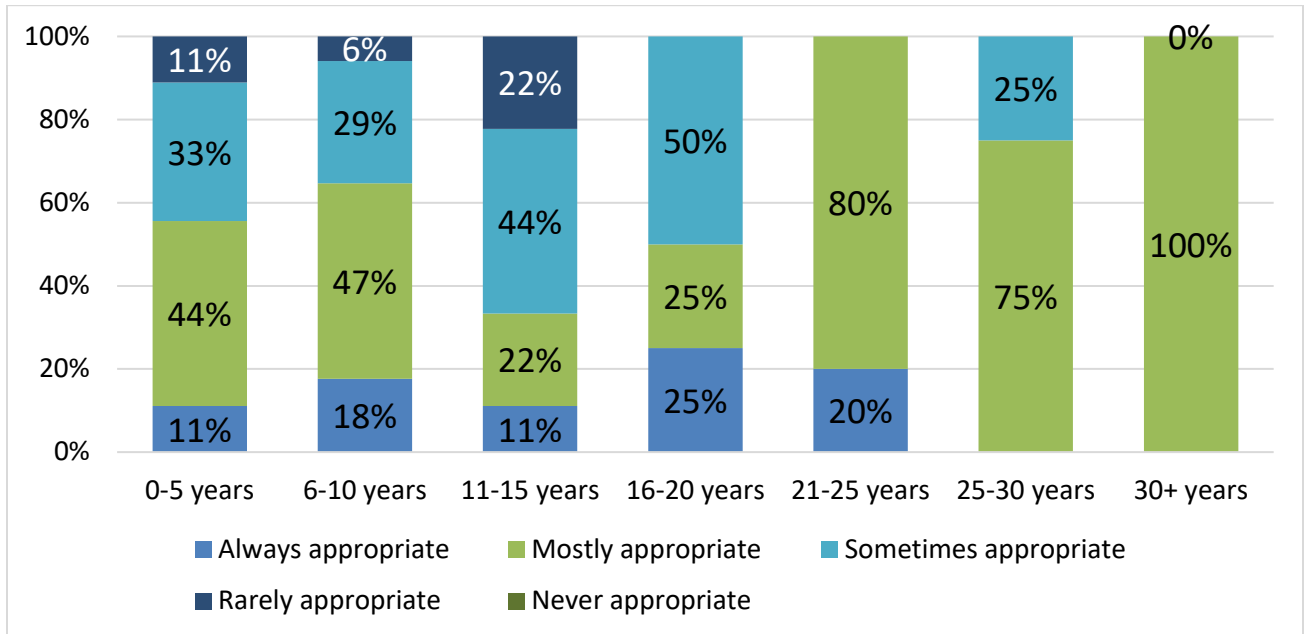
Do you have jobs/work in addition to working for the City?



How would you describe the use of City resources across the entire organization?

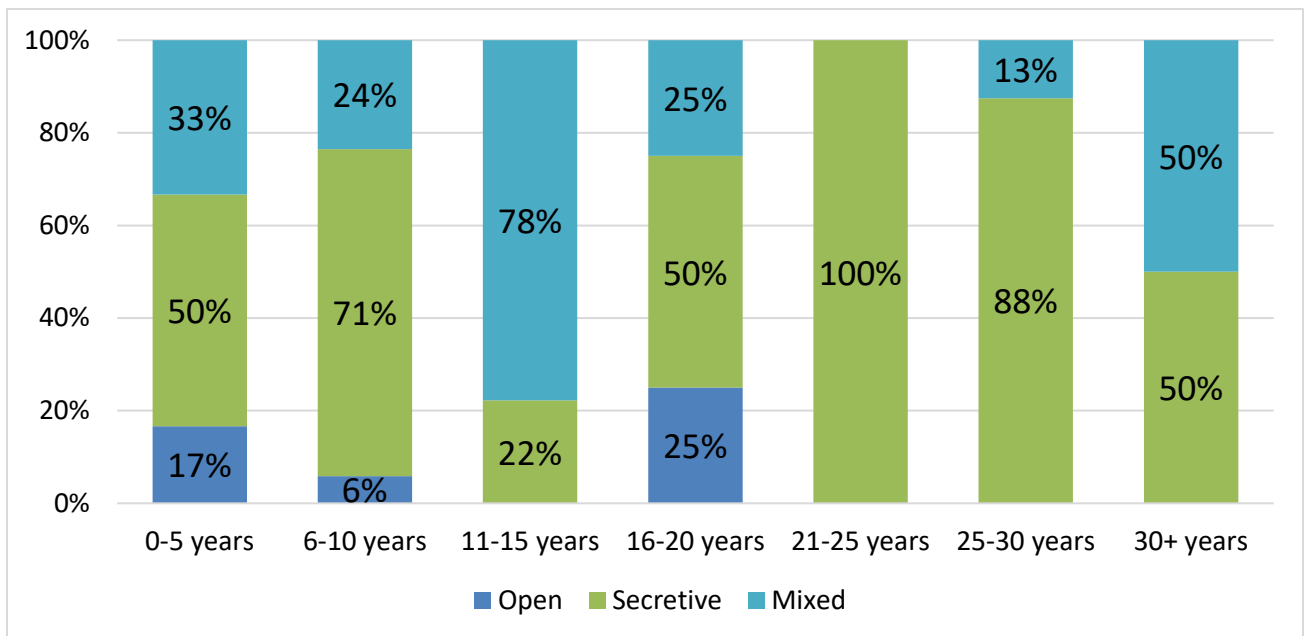


**How would you describe the use of City resources in your department?**



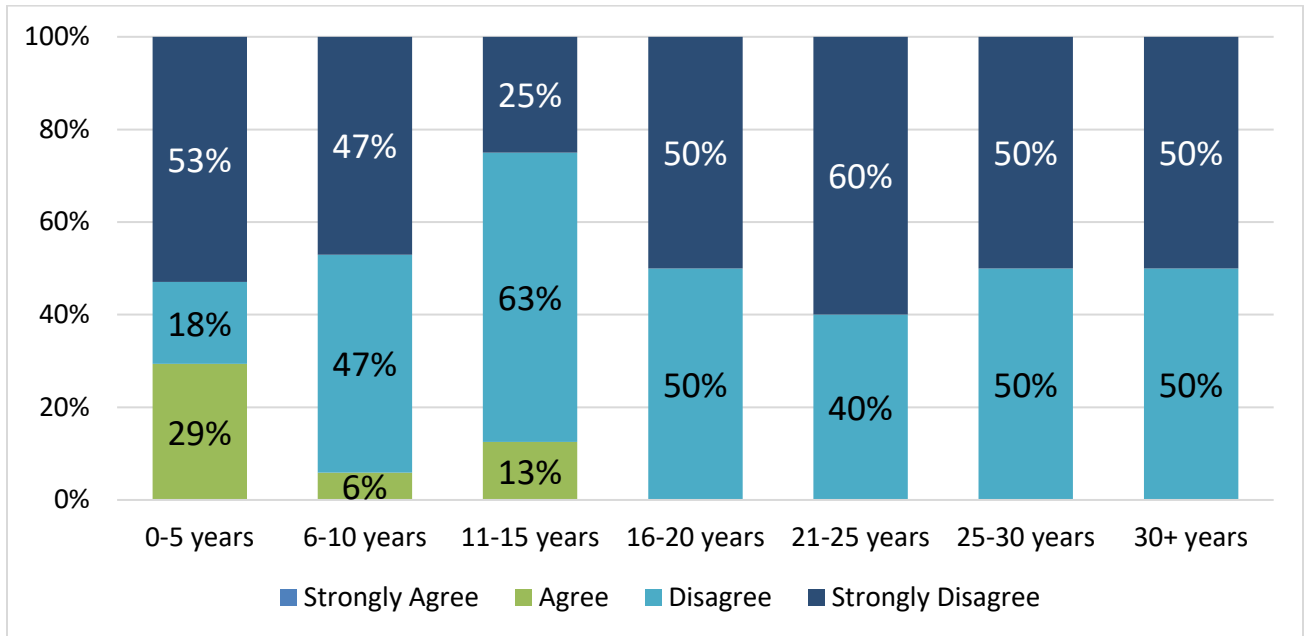
**Communication From the City Administrator**

**How would you describe current communication from the City Administrator?**

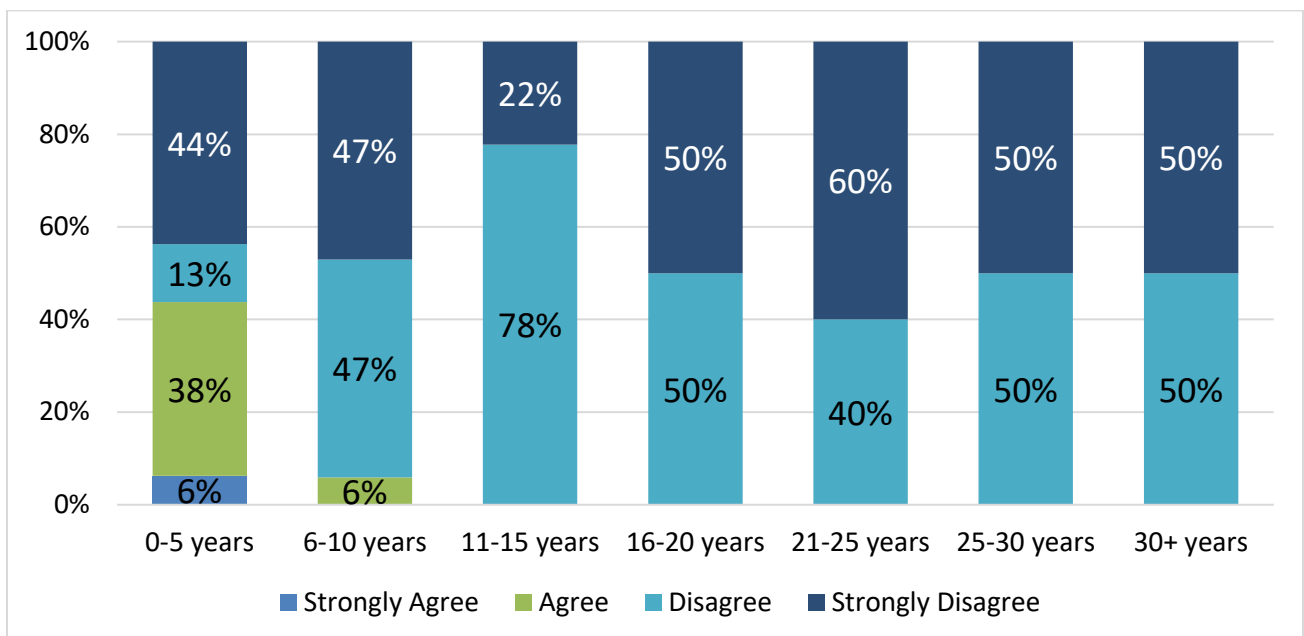


How much do you agree with the following statements:

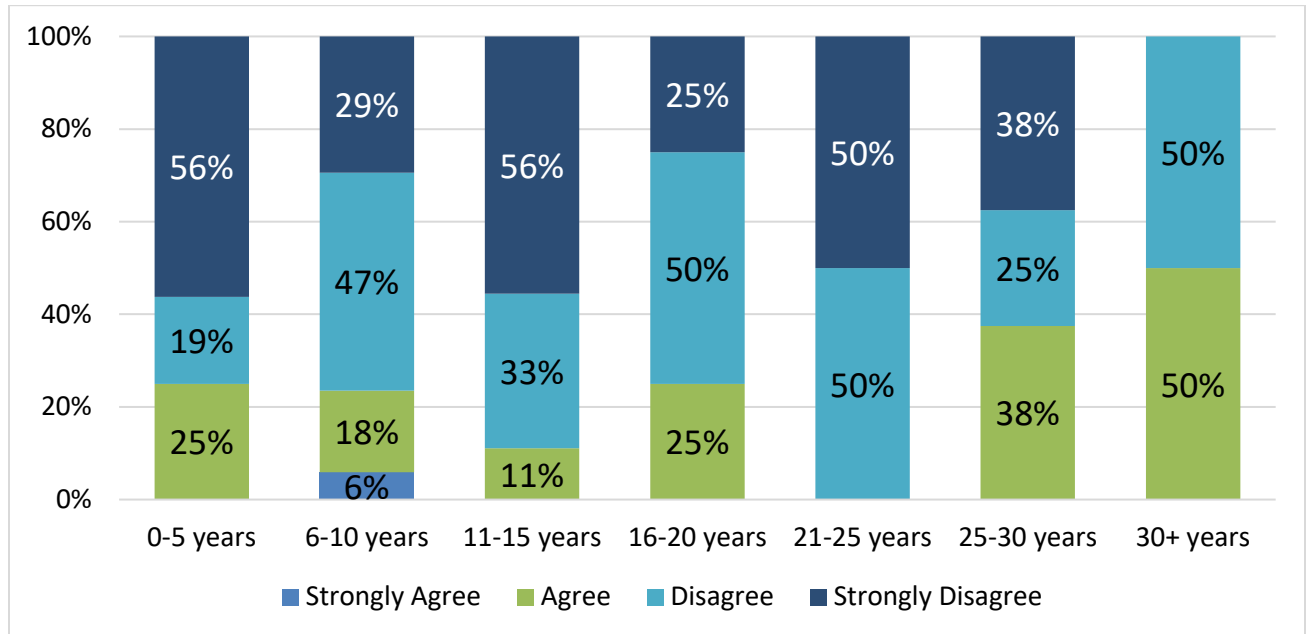
*“Communication from the City Administrator is clear and consistent.”*



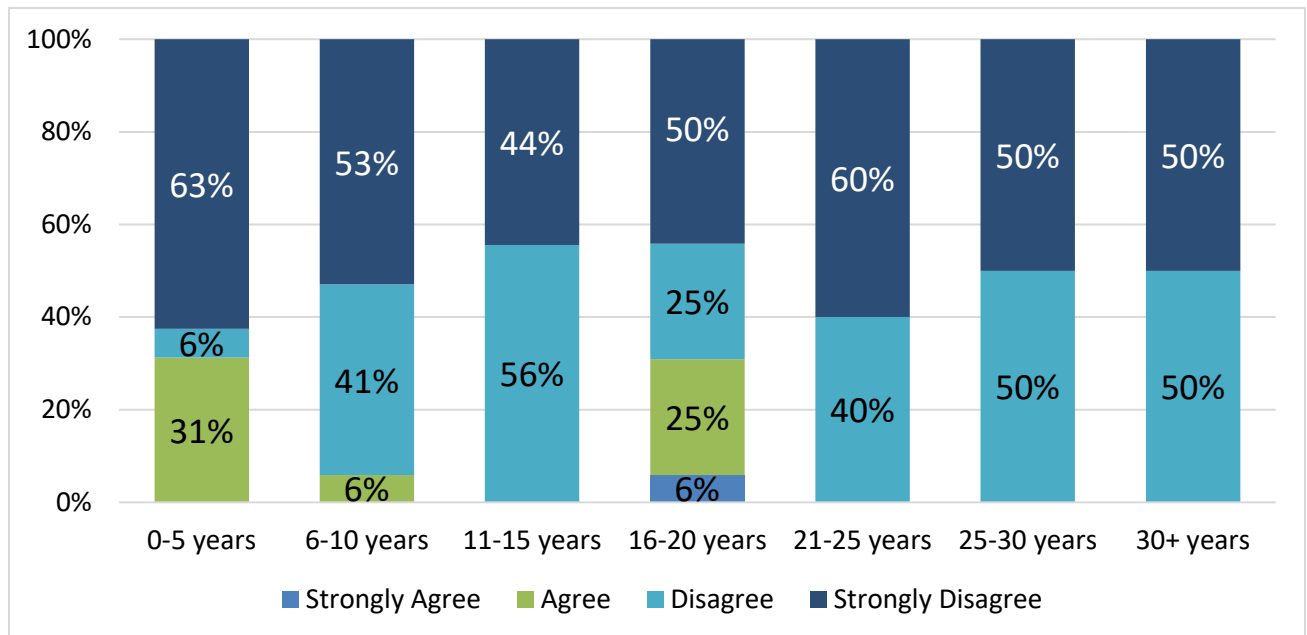
*“Information from the City Administrator is provided in a timely manner.”*



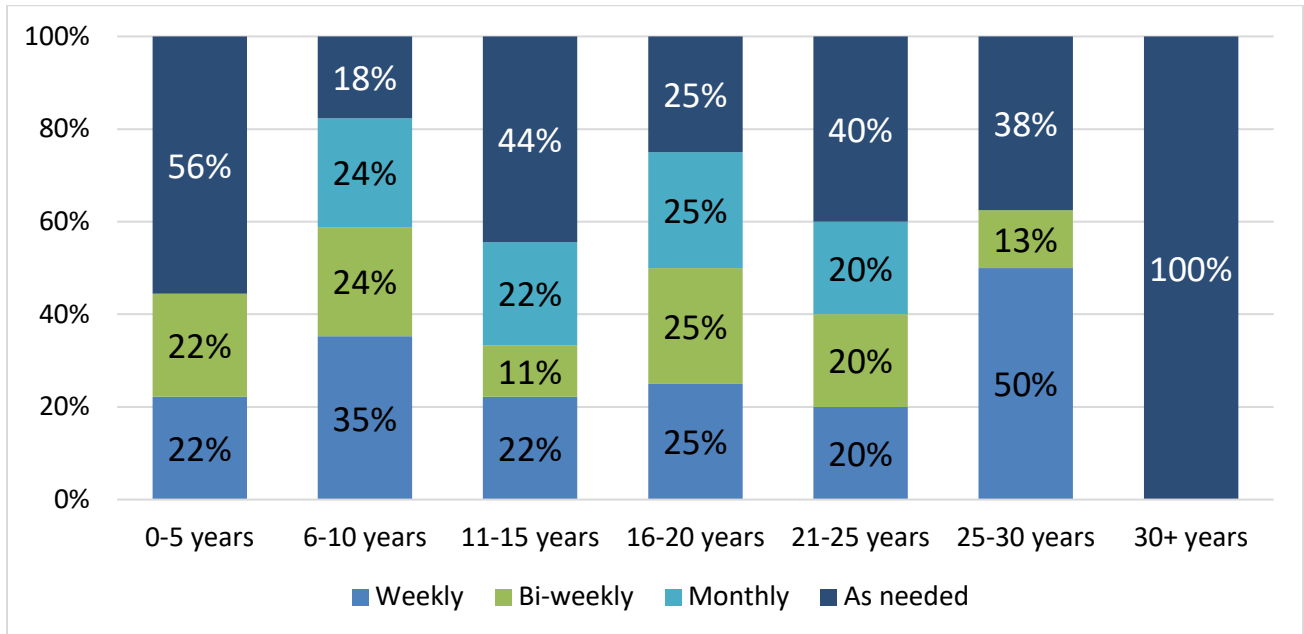
**“I know the process for providing feedback to the City Administrator.”**



**“The City Administrator communicates decisions, processes, and changes.”**

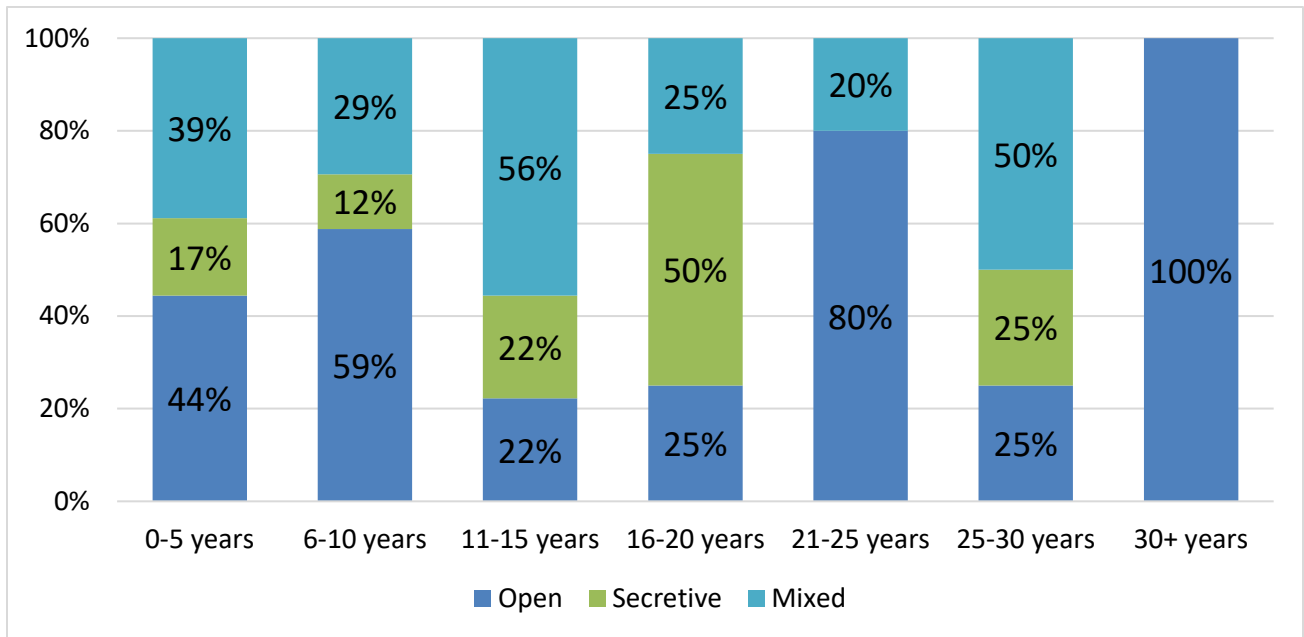


**How often would you like to receive communication from the City Administrator?**



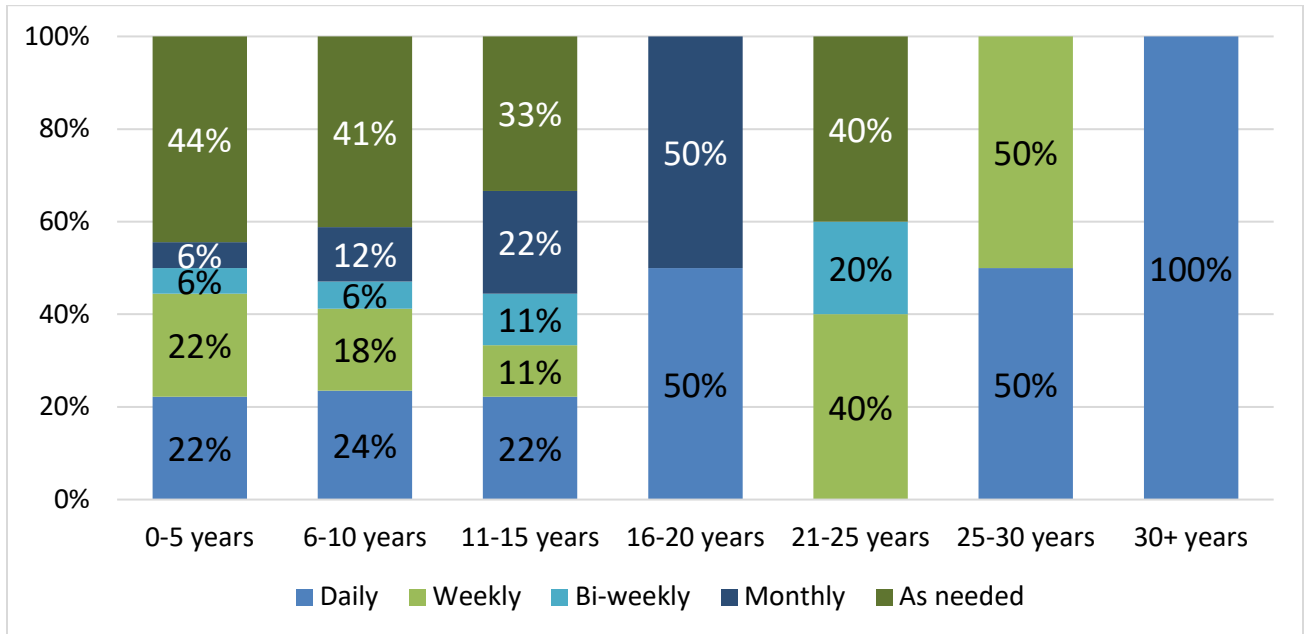
**Communication Within Departments**

**How would you describe current communication within your department?**

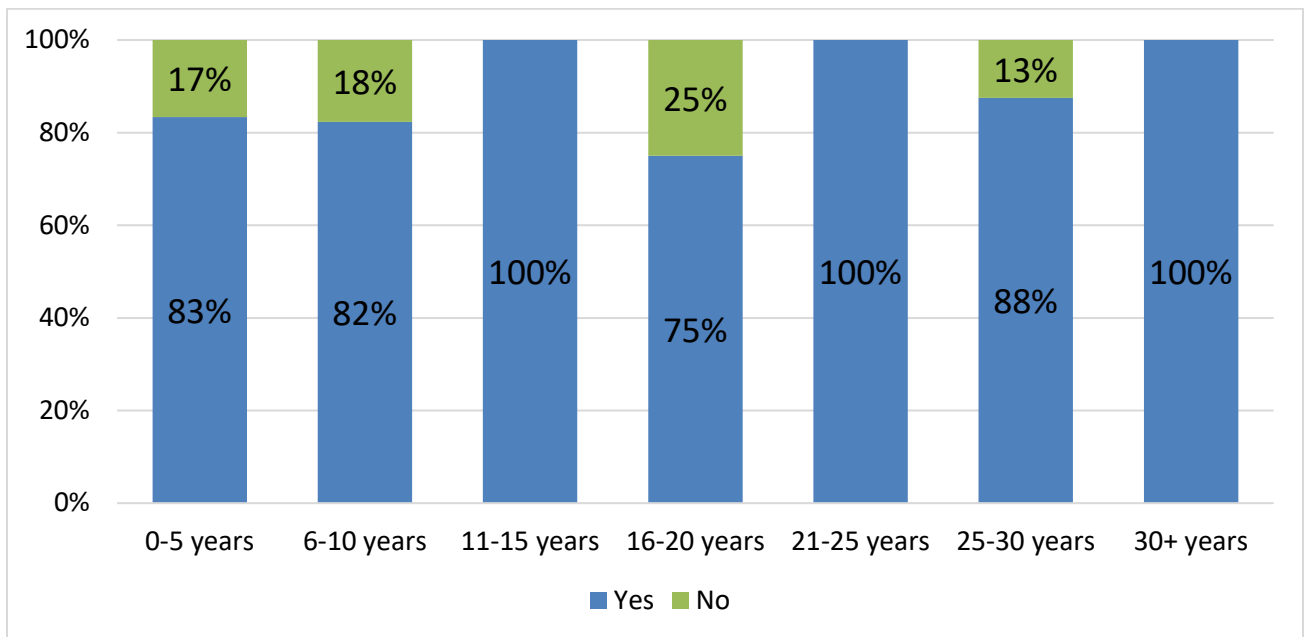




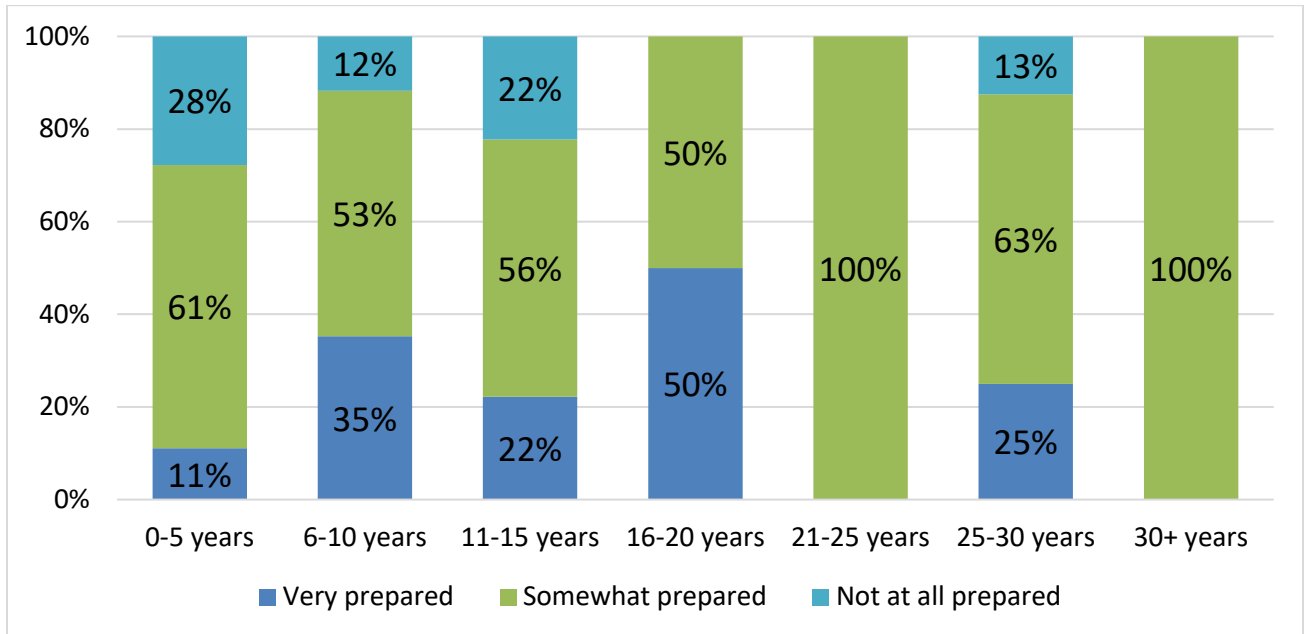
How often would you like to receive communication from your department?



Do you have access to the information you need to do your job effectively?

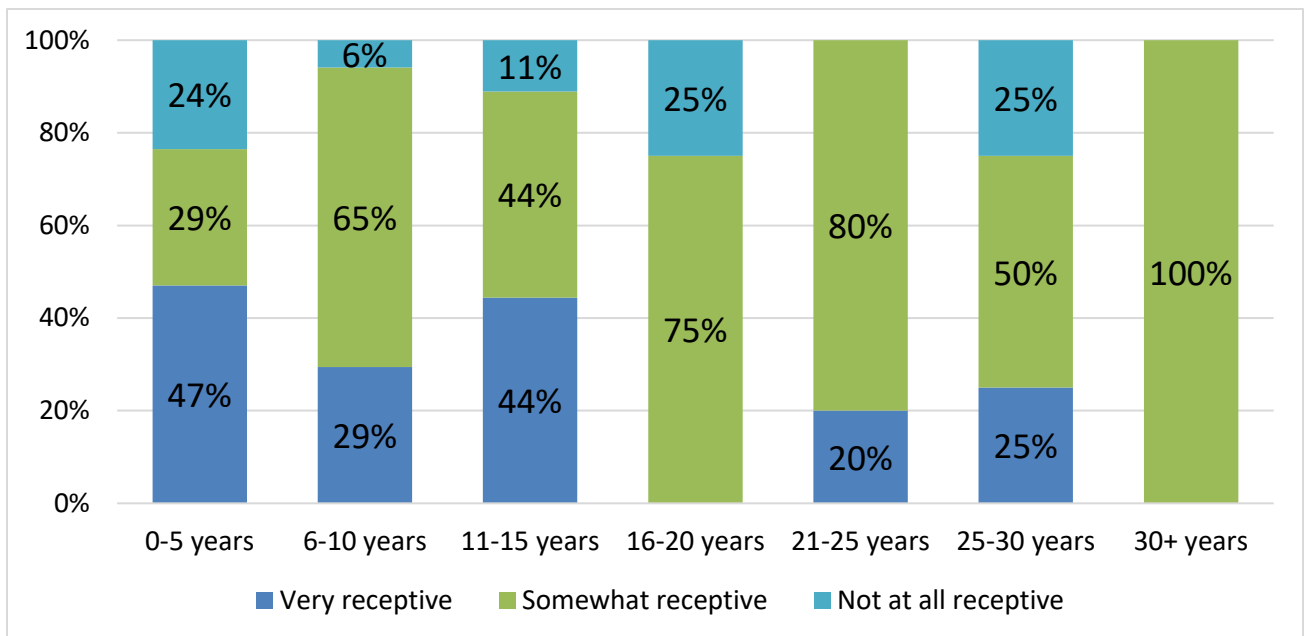


**How prepared do you feel to address questions and concerns from the public?**

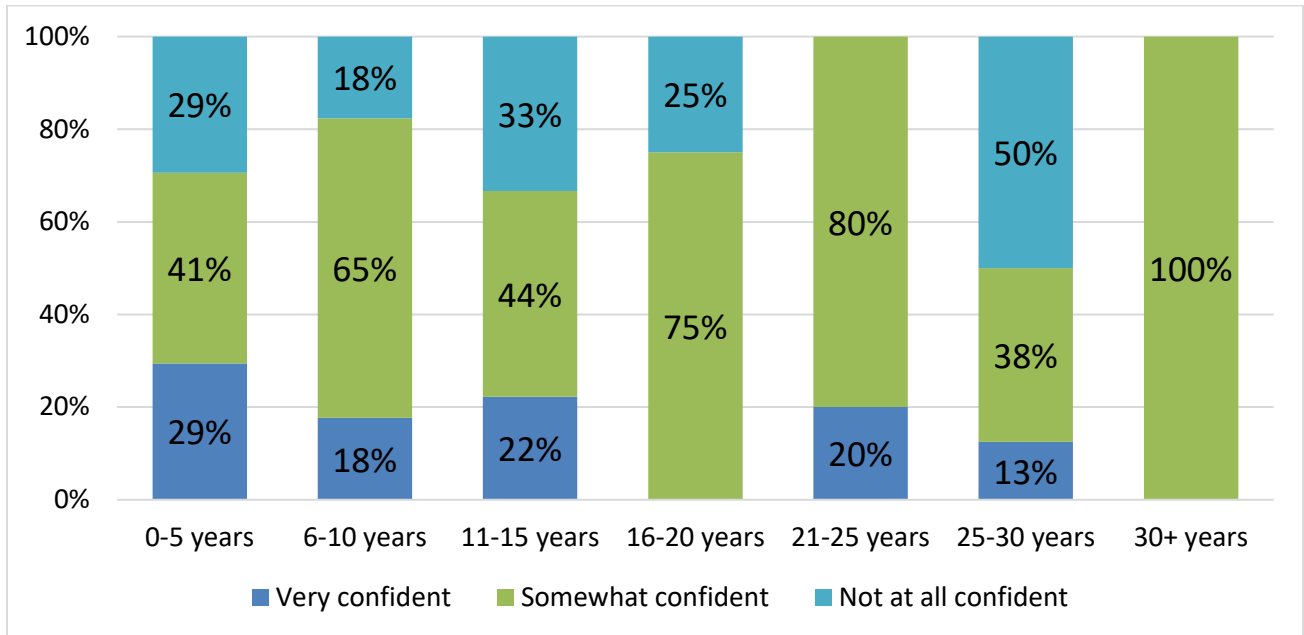


**Change & Planning**

**How receptive is your current supervisor to new ideas and suggestions?**

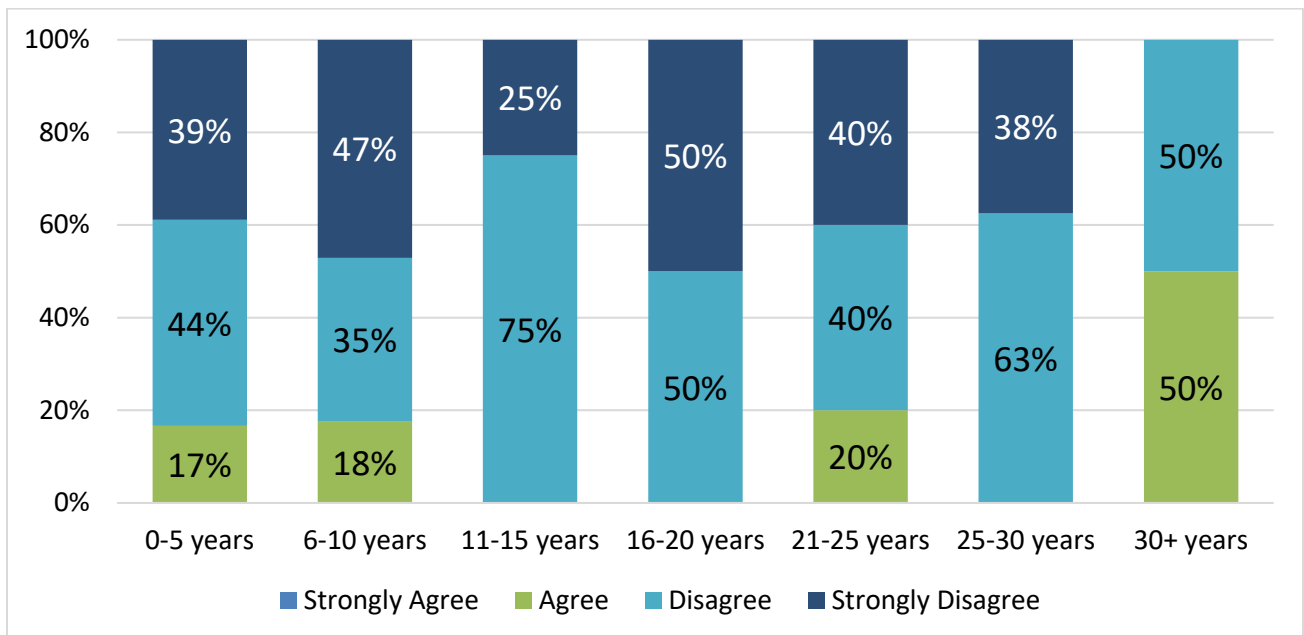


**How confident are you that your current supervisor will follow through on new ideas and suggestions?**

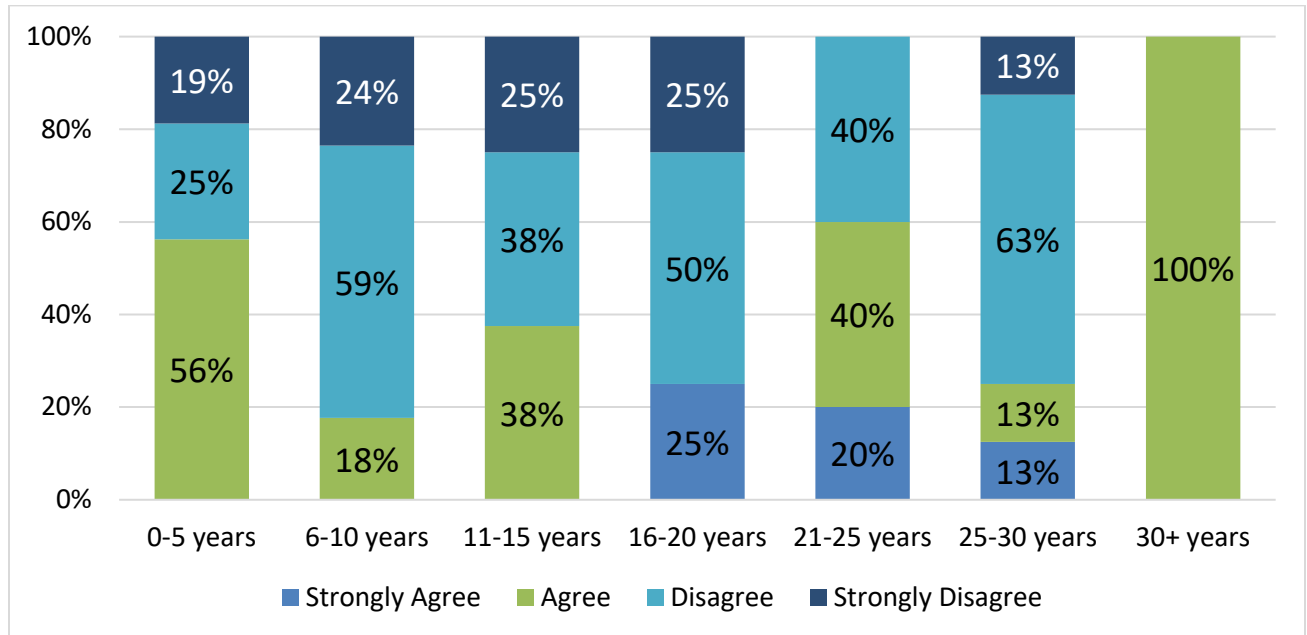


How much do you agree with the following statements:

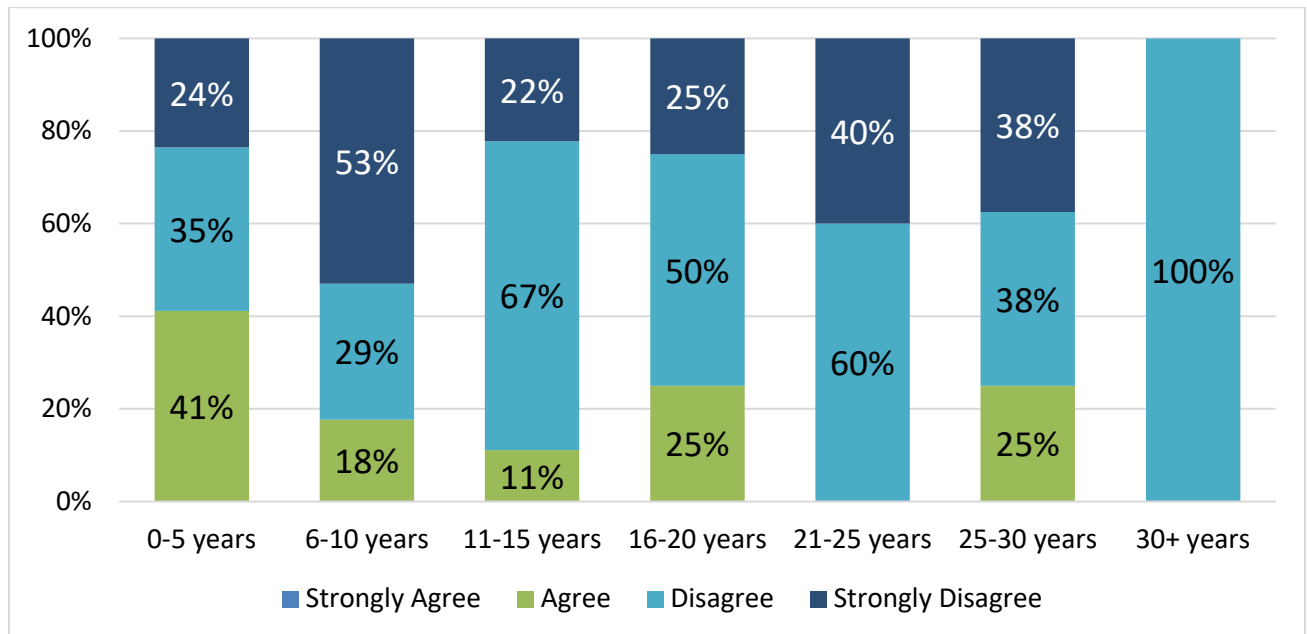
**"The City's plans for the future have been communicated to me"**



**"The City's actions will positively impact the future of Mulvane"**

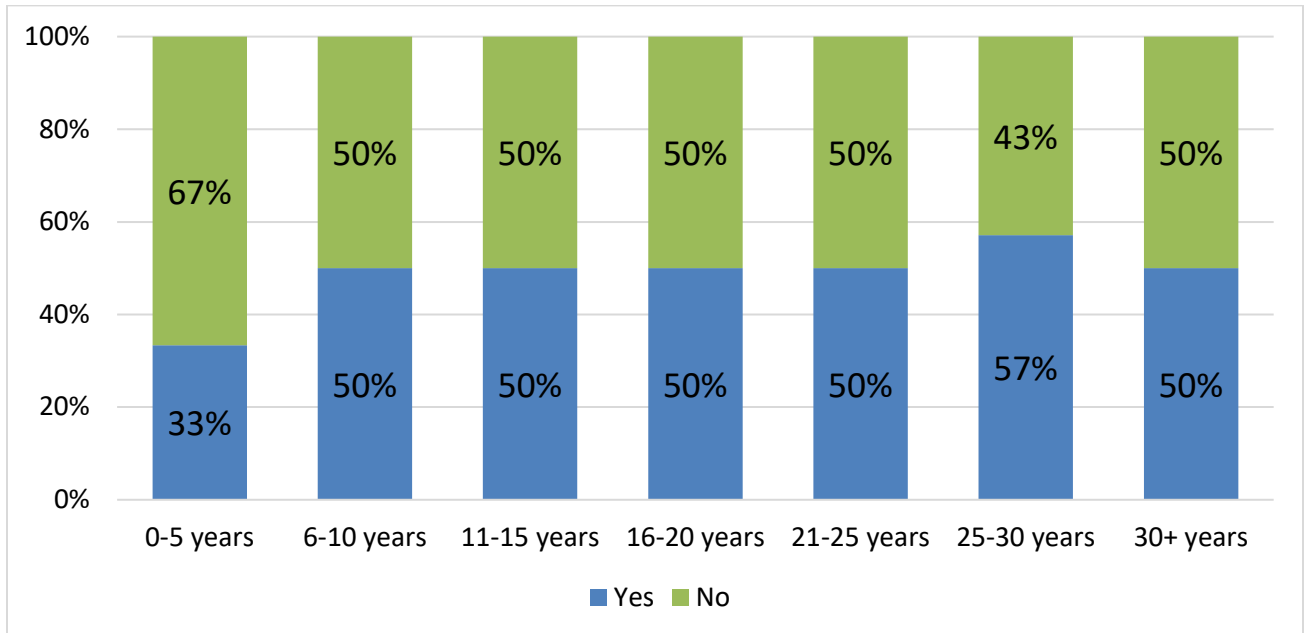


**"I am confident in City leadership's ability to plan for a successful future"**

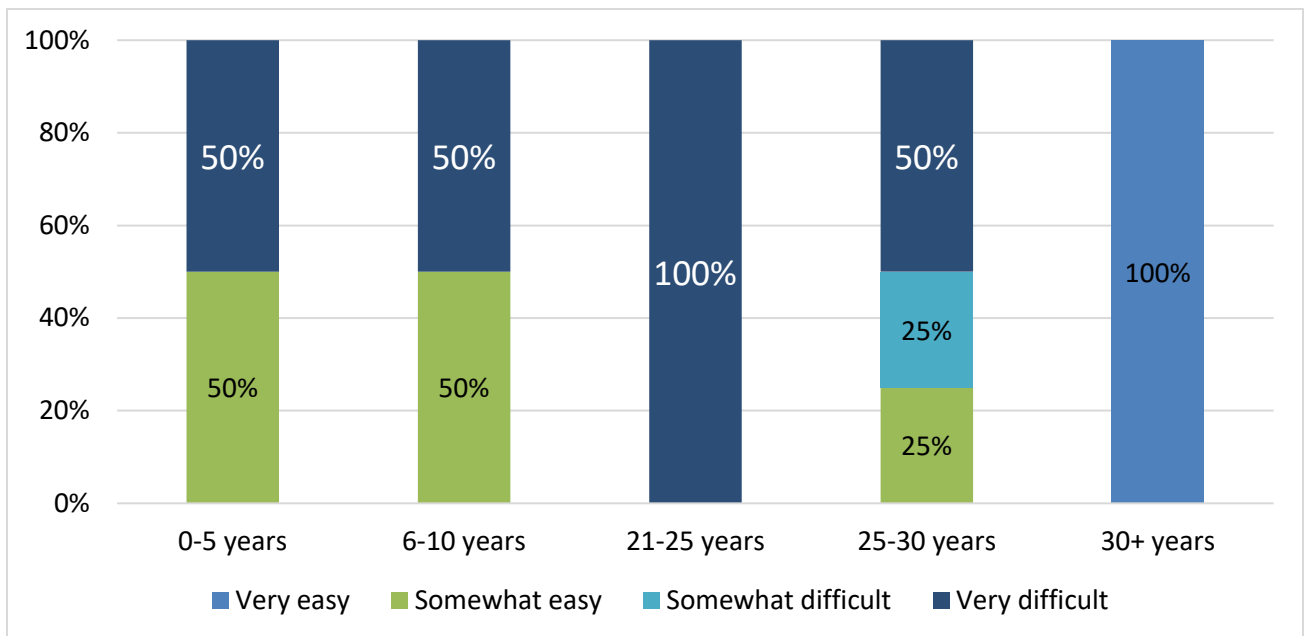


## **Supervisors Only**

*Do you feel that supervisors receive adequate training and support?*



*Please rate how easy or difficult hiring for your department is:*





## Memorandum

To: City Council

From: Jacob Coy, Director of Utilities

Date: November 18, 2024

Subject: Approval of Additional Motor Repairs for Generator #11

### Overview:

Following the teardown and inspection of Generator #11, several additional repair needs were identified. This extra work was not part of the original scope but became necessary after Cooper assessed the extent of the damage. It's important to note that while we anticipated the possibility of further repairs due to the crankcase explosion at the time of failure, the full extent could only be confirmed after a thorough inspection.

The updated quote from Cooper, reflects these newly discovered repair requirements. The attached quote covers the additional scope of work, allowing us to address critical repairs while effectively managing costs

### Key Updates to Scope of Work:

#### 1. Cylinder Head Repairs:

The assessment revealed significant corrosion around the water jumper holes on all 18-cylinder heads. As a result, additional machine shop time is required to recondition the heads, install new plugs, and ensure proper sealing. This repair is crucial to restore optimal performance and extend the lifespan of the generator.

#### 2. Replacement of Critical Components:

The revised scope includes the reconditioning and replacement of several critical components, such as bushing connector rods, head covers, and sub-covers. Additionally, new plugs, dowel pins, and seals will be installed to ensure the integrity of the internal components.

#### 3. Web Deflection Adjustment:

Web deflection refers to the precise alignment process between the motor and the generator. This adjustment ensures that the rotating components are perfectly aligned and balanced, minimizing vibrations and mechanical stress. Proper alignment is critical to optimizing the performance, efficiency, and longevity of the generator. Initially, Cooper quoted this as part of their repair package. However, since web deflection can be performed

independently, we sought additional quotes and found a more cost-effective provider to complete this task. This approach allows us to maintain optimal alignment while reducing costs.

Financial Impact:

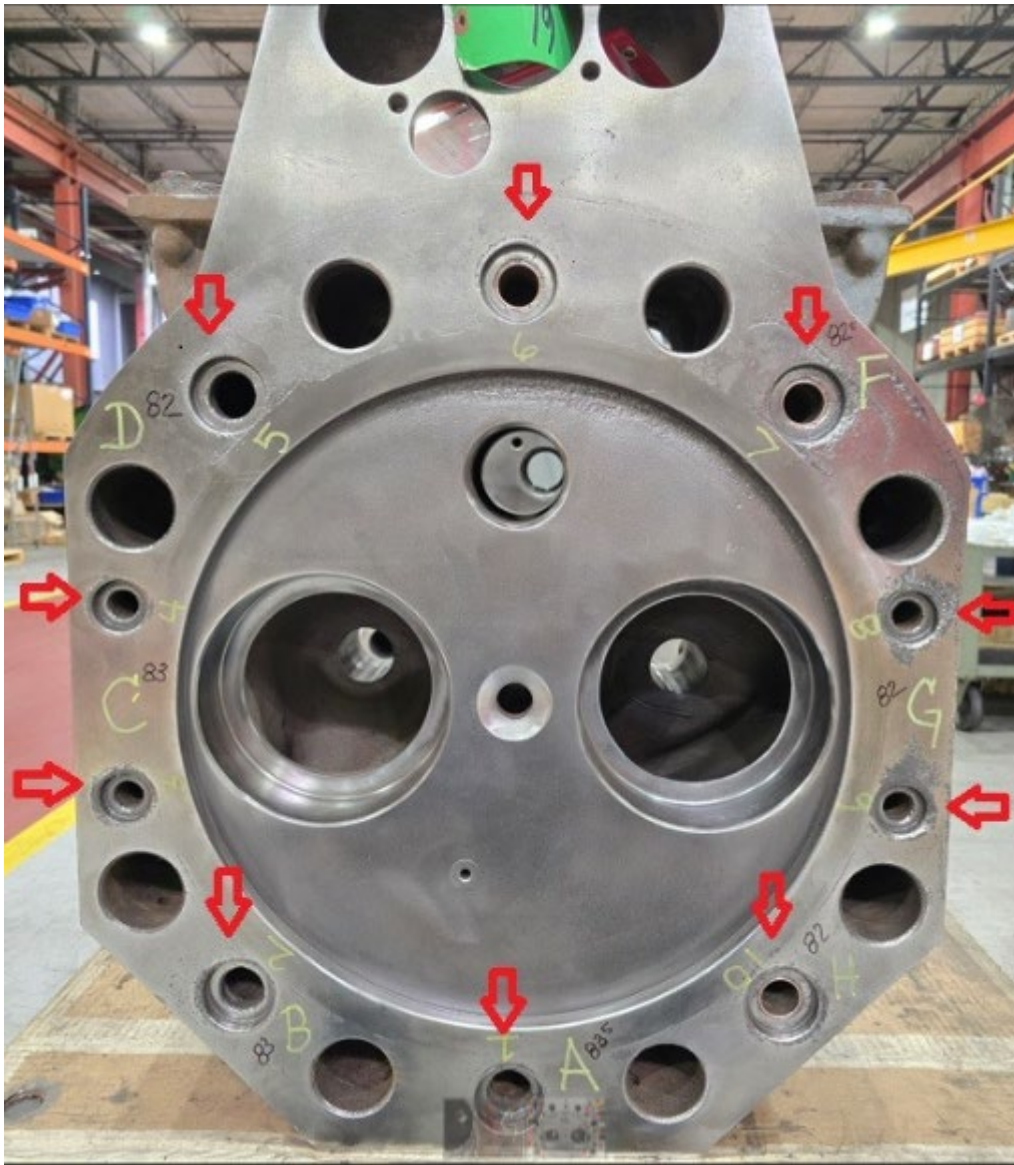
- The total estimated cost for the revised scope of repairs is \$125,650.85.
- Budget Considerations: Due to strong budget performance throughout the year, the power plant budget for 2024 has sufficient funds available to cover these repair costs, allowing us to address these necessary repairs.

Request for Approval:

Your approval of this updated plan is requested to proceed with the repairs.

**Sample Motion: I move to approve the additional repairs to Generator #11 for a total of \$125,650.85, with costs covered by 2024 power plant budget and authorize the Cooper Machinery Service to proceed with the revised scope of work.**











Paul Stewart Irwin  
American Legion Post 136  
410 SE Louis Drive, PO Box 195  
Mulvane, Kansas 67110

October 22, 2024

Mayor and City Council  
City of Mulvane  
Mulvane, Kansas 67110

To Whom It May Concern.

On behalf of the Officers and Members of Paul Stewart Irwin American Legion Post 136 it is respectfully requesting the opportunity to request the waiver of the Liquor License fee at the November 14, 2024 City Council meeting. This post is dedicated to support the membership of the Post as well of any and all veterans that reside in the City of Mulvane. The funds would be utilized in programs that aid all veterans and their families.

Sincerely,

Warren T. Johnston  
Finance Officer

Motion to waive the \$500.00 Liquor License Fee for the Paul Stewart Irwin American Legion Post 136.

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: X 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.)  
American Legion Post 136 Paul Stewart Irwin Post 136

STATE LICENSE NUMBER:  
05002181814

2. STREET ADDRESS OF PREMISES TO BE LICENSED:  
410 SE Lewis Drive Mulvane, KS 67110

DESCRIPTION OF STRUCTURE OF PREMISES:  
(Block, composite, wood, etc.)  
Steel Sided Building

3. NAME UNDER WHICH BUSINESS CONDUCTED:  
(State whether a corporation, partnership, limited liability company or sole proprietorship)  
Paul Stewart Irwin American Legion Post 136

NAME OF INDIVIDUAL/APPLICANT:  
Warren T. Johnston (Finance Officer)  
Age 77 Date of Birth 2/16/47 Place of Birth El Dorado, KS  
Length of Residence in Kansas: 27 years in County Sedgwick

NAME AND ADDRESS OF OTHER OWNER(S):  
(Use space on reverse side, if necessary)  
[Signature]

THE LICENSE FEE MUST ACCOMPANY THIS APPLICATION

APPLICANT MUST SUBMIT FINGERPRINTS TO THE CHIEF OF POLICE

Applicant Warren T. Johnston 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.



[Signature]  
SIGNATURE OF APPLICANT

SUBSCRIBED AND SWORN to before me this 22 day of October, 2024

Sherry Johnson  
NOTARY PUBLIC

My Commission Expires: June 3, 2027

**Kansas Alcoholic Beverage Control Division  
Liquor License**

**Class A Club (Fraternal/Veterans)**

OWNER NAME: **American Legion Post 136**  
DBA: **Paul Stewart Irwin Post 136**  
ADDRESS: **410 SE Louis Drive**  
**Mulvane, KS 67110**

**LICENSE NO: 05002181814**

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 the licensed premise to the club's members, their families and guests accompanying them; sell and serve alcoholic liquor and cereal malt beverage to non-members during specified events; serve free samples of alcoholic liquor and cereal malt beverage; and other activities as authorized by K.S.A. 41-2637.

**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: 06/15/2023**

**EXPIRES: 06/14/2025**

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

**IMPORTANT INFORMATION**

Contact the ABC Licensing Unit at 785-296-7015 or email [Kdor\\_abc.licensing@ks.gov](mailto: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](mailto: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/abc824.pdf>

## City Council Meeting

November 18, 2024

TO: Mayor and City Council

FR: Rachael Blackwell, Finance Director

RE: Amending the 2024 Budget

ACTION: Set the public hearing date to amend the 2024 Budget

---

### **Analysis:**

The City needs to amend the 2024 budget for the following reason:

- The expenditures for the Swimming Pool fund will exceed the approved 2024 budget.

**Legal Considerations:** KSA 79-2929a authorizes municipalities to amend budgets to spend money not in the original budget. The additional expenditures are to be made from existing revenue and cannot require additional tax levies.

A notice of public hearing will be published in the *Mulvane News* on November 21<sup>st</sup>, 2024, which is at least 10 days prior to the public hearing. The last time amending the annual budget may occur is on or before December 31<sup>st</sup> of that budget year.

**Financial Considerations:** The cost of the legal publication in the newspaper. The City will also have to make a larger transfer from the general fund than originally anticipated to cover the expenditure.

### **Recommendation:**

**MOTION to set the public hearing to amend the 2024 budget on December 2, 2024.**





City of Mulvane

2024

Adopted Budget

Swimming Pool	2024 Adopted Budget	2024 Proposed Budget
Unencumbered Cash Balance January 1	3,347	654
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Admission	35,000	30,024
Lessons	7,000	4,620
Rental	6,000	9,625
Concessions	10,000	9,914
Transfer From General Fund	110,000	131,000
Interest on Idle Funds		
<b>Total Receipts</b>	<b>168,000</b>	<b>185,183</b>
<b>Resources Available:</b>	<b>171,347</b>	<b>185,837</b>
Expenditures:		
Swimming Pool Operations	171,347	185,000
<b>Total Expenditures</b>	<b>171,347</b>	<b>185,000</b>
Unencumbered Cash Balance December 31	0	837

CPA Summary
-------------

**Notice of Budget Hearing for Amending the**

**2024 Budget**

The governing body of

**City of Mulvane**

will meet on the day of December 2, 2024 at 6:00 PM at 211 N Second St. for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at Mulvane City Hall and will be available at this hearing.

**Summary of Amendments**

Fund	2024 Adopted Budget			2024 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Swimming Pool			171,347	185,000
			0	0
			0	0
			0	0
			0	0
			0	0

Rachael Blackwell

Official Title: Finance Director

City Council Meeting  
November 18, 2024

TO: Mulvane City Council

FR: Gordon Fell, Director of Public Safety

RE: **Region G Mitigation Plan**

ACTION: Approve resolutions, adopting the Kansas Homeland Security Region G Hazard Mitigation Plan.

---

**Background:**

City of Mulvane is included in Region G Hazard Mitigation Plan (728 Page Document). Hazard Mitigation is defined by FEMA as “the effort to reduce loss of life and property by lessening the impact of disasters. It is most effective when implemented under a comprehensive, long term mitigation plan. Mitigation plans are key to breaking the cycle of disaster damage, reconstruction, and repeated damage.

This Hazard Mitigation Plan (HMP) was prepared to provide sustained actions to eliminate or reduce risk to people and property from the effects of natural and man-made hazards. This plan documents the State of Kansas Homeland Security Region G and its participating jurisdictions planning process and identifies applicable hazards, vulnerabilities, and hazard mitigation strategies. This plan will serve to direct available community and regional resources towards creating policies and actions that provide long-term benefits to the community. Local and regional officials can refer to the plan when making decisions regarding regulations and ordinances, granting permits, and in funding capital improvements and other community initiatives.

**Analysis:**

Federal regulations stipulate that local mitigation plans must be maintained and updated every five years. Information in this plan pertaining to the City of Mulvane is compiled from City input, past Federal assistance for losses and Sedgwick / Sumner County Local Emergency Planning Committee.

**Financial Considerations:**

Federal monies may or may not be available to help fund projects, depending on federal priorities.

**Legal Considerations:**

Adopting the Mitigation Plan by resolution brings the City into compliance with federal regulation and includes the City of Mulvane in the Region G hazard Mitigation Plan.

**Recommendation:**

First Motion: Motion to approve Resolution #2024-13, therefore adopting the Kansas Homeland Security Region G Hazard Mitigation Plan.

Second Motion: Motion to approve Resolution #2024-14, therefore adopting the Kansas Homeland Security Region G Hazard Mitigation Plan, including Sumner County, Kansas.

Resolution # \_\_\_\_\_;

**Adopting the Kansas Homeland Security Region G Hazard Mitigation Plan**

**Whereas**, the City of Mulvane, Kansas recognizes the threat that natural hazards pose to people and property within our community; and

**Whereas**, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

**Whereas**, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

**Whereas**, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

**Whereas**, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

**Whereas**, the City of Mulvane, Kansas fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

**Whereas**, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Homeland Security Region G Hazard Mitigation Plan, and approved it contingent upon this official adoption of the participating governing body; and

**Whereas**, the City of Mulvane, Kansas desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Homeland Security Region G Hazard Mitigation Plan; and

**Whereas**, adoption by the governing body for the City of Mulvane, Kansas demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals and objectives outlined in this plan, and

**Whereas**, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

**Now, therefore, be it resolved**, that the City of Mulvane, Kansas adopts the Kansas Homeland Security Region G Hazard Mitigation Plan as an official plan; and

**Be it further resolved**, the City of Mulvane, Kansas will submit this Adoption Resolution to the Kansas Division of Emergency Management and FEMA Region VII officials to enable the plan’s final approval.

PASSED, ADOPTED AND APPROVED by the governing body of the City of Mulvane, Kansas on November 18, 2024.

CITY OF MULVANE, KANSAS

[seal]

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

ATTEST:

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

Resolution # \_\_\_\_\_ :  
**Adopting the Kansas Homeland Security Region G Hazard Mitigation Plan:  
including Sumner County (KS)**

**Whereas**, the City of Mulvane, Kansas recognizes the threat that natural hazards pose to people and property within our community; and

**Whereas**, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

**Whereas**, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

**Whereas**, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

**Whereas**, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

**Whereas**, the City of Mulvane, Kansas fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

**Whereas**, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Homeland Security Region G Hazard Mitigation Plan, and approved it contingent upon this official adoption of the participating governing body; and

**Whereas**, the City of Mulvane, Kansas desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Homeland Security Region G Hazard Mitigation Plan; and

**Whereas**, adoption by the governing body for the City of Mulvane, Kansas demonstrates the jurisdiction’s commitment to fulfilling the mitigation goals and objectives outlined in this plan, and

**Whereas**, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

**Now, therefore, be it resolved**, that the City of Mulvane, Kansas adopts the Kansas Homeland Security Region G Hazard Mitigation Plan as an official plan; and

**Be it further resolved**, the City of Mulvane, Kansas will submit this Adoption Resolution to the Kansas Division of Emergency Management and FEMA Region VII officials to enable the plan’s final approval.

PASSED, ADOPTED AND APPROVED by the governing body of the City of Mulvane, Kansas on November 18, 2024.

CITY OF MULVANE, KANSAS

[seal]

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

ATTEST:

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

November 18, 2024

TO: Mayor and Council

FR: City Administrator

RE: PEC Agreement

ACTION: Approve Agreement with PEC for a Preliminary Engineering Report

---

**Background:**

The Mulvane Community Foundation (MCF) and Mulvane Recreation Commission (MRC) have been working on a grant application to help improve accessibility to community businesses. The CDBG funding, if approved, would cover access assist doors and any other door updates needed to accommodate increased accessibility.

The CDBG funding has a 25% match, which the MCF and MRC intend to raise funds to cover. The grant application also requires a Preliminary Engineering Report (PER) to be submitted with the application. Previously, the MCF and MRC went out to bid for engineering contractors to perform the PER and only received one response from PEC for \$13,000. The PER will include the analysis of 19 businesses in the community that were willing to participate in the project; the list of businesses participating is included as “Exhibit B” in PEC’s contract. The MCF and MRC are requesting the city support this grant application as the name sponsor and by funding the commission of the PER.

**Analysis**

The Preliminary Engineering Report will help complete the CDBG application for accessibility funding but does not guarantee funding. The 25% match is planned to be raised by the Mulvane Recreation Commission and Mulvane Community Foundation. If successfully funded, this project will help increase accessibility for patrons to these 19 businesses.

**Financial Considerations:**

The Preliminary Engineering Report will cost \$13,000 to perform.

**Legal Considerations:**

As per the City Attorney

**Recommendation:**

Approve Agreement with PEC a Preliminary Engineering Report.



October 9, 2024

Austin St. John  
City Administrator  
City of Mulvane  
211 North Second Avenue  
Mulvane, Kansas 67110

Reference: AGREEMENT for City of Mulvane – Downtown PER  
Mulvane, Kansas  
PEC Project No. 36-240958-000-1308 (“the Project”)

Dear Mr. St. John:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to City of Mulvane (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

**Performance.** PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

**Client Responsibilities.** To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

**Payment.** Invoices will be submitted periodically and are due and payable net 30 days from invoice date. Unpaid balances past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys’ fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

**Work Product.** PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the "Work Product"). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. Client is granted a license to use any Work Product it receives for its intended purpose (including grant applications). The Work Product may not be used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user's sole risk and Client shall not hold PEC liable for any exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any unintended purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy ("hard copy") or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

**Insurance.** PEC and Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

**Supplemental Agreements.** Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

**Differing, Concealed, or Unknown Conditions.** If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees from all third-party claims resulting from differing, concealed, or unknown conditions.

**Fast-Track, Phased or Accelerated Schedule.** Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

**Force Majeure.** PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

**Construction Means; Safety.** PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

**Cost Estimates.** Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

**Termination.** Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

**Environmental Hazards.** Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

**Betterment.** PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**Dispute Resolution.** The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

**Jurisdiction; Venue; Governing Law.** To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

**Indemnity.** To the fullest extent permitted by law, Client and PEC each agree to hold each other harmless, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

**Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of either party or its officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under PEC or the Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will either party be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by either party or anyone claiming by, through or under the party.

**Assignment.** Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

**No Third-Party Beneficiaries.** This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

**Entire Agreement.** This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

**Severability.** If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Once received, a copy of the Agreement will be executed and returned.

RMM:cds

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: \_\_\_\_\_, Signatory

Printed Name: Benjamin M. Mabry, P.E.

Title: VP Municipal Transportation Engineering

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

ACCEPTED:

CITY OF MULVANE

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

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

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

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

## EXHIBIT A

### A. **Project Description:**

1. Complete the Preliminary Engineering Report (PER) in accordance with the Community Development Block Grant (CDBG) program requirements for ADA upgrades in the City of Mulvane, Kansas. The businesses being evaluated for improvements are listed in Exhibit B (attached hereto).

### B. **Anticipated Project Schedule:**

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project within seven (7) days after receiving CLIENT's notice to proceed.
3. PEC and CLIENT anticipate that the report will be completed in approximately four (4) weeks after receiving Notice to Proceed.

### C. **Project Deliverables:**

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
  - a) Preliminary Engineering Report (PER).

### D. **Scope of Services:**

1. ADA Architectural
  - a) Through the use of a sub consultant, attend one on-site CLIENT meeting to review site conditions at proposed businesses outlined in Exhibit B and analyze ADA upgrade needs.
  - b) Provide estimate and supporting writeup to address upgrade needs.
2. Civil Engineering Design Services including:
  - a) Prepare a PER per CDBG program requirements.
  - b) Provide draft PER to the CLIENT for review and comment.
  - c) Attend one City Council meeting to discuss the report findings.
  - d) Provide final PER sealed by a licensed engineer.

### E. **Supplementary Services:**

The following shall be considered supplementary services to from the Scope of Services under this work order to be provided by PEC.

1. Field survey services.
2. Subsurface investigations.
3. Drainage analysis.
4. Design services.
5. Meetings with local/state/federal agencies beyond those identified in the scope of services.
6. Additional services associated with an expansion of/changes to the scope of the Project.

F. **PEC's Fees:**

1. PEC's Fee for its Scope of Services will be on a lump sum basis including expenses in the amount of **\$13,000.00.**

<b>Services</b>	<b>Subtotal</b>
ADA Architectural	\$ 9,600.00
Civil Engineering	\$ 3,400.00
Totals	\$ 13,000.00

2. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

**EXHIBIT B**

- A. Edward Jones
- B. Post Office
- C. Lil Duece Scoops
- D. Laurie's Kitchen
- E. Mulvane Museum
- F. Robin's Accounting
- G. Triumph Flowers
- H. Amy's Pizza
- I. Mulvane Pharmacy
- J. Luciano's
- K. Dollar General
- L. Mulvane Mercantile
- M. Empire Tacos
- N. Huckleberry Bakery
- O. Mainstreet Nutrition
- P. Stroots Locker
- Q. The Grill
- R. Ascension Medical
- S. Family Dentistry



**CITY COUNCIL MEETING  
MULVANE, KANSAS  
November 18, 2024**

**TO:** Mayor and City Council  
**SUBJECT:** Phase 3 - Main “A” Sanitary Sewer Improvements  
**FROM:** Chris Young, City Engineer - Young & Associates, PA  
**ACTION:** Review Revised Project Scope and Approve Supplemental Engineering Services

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**Background:**

In November of 2022 the City modified the Main “A” Sanitary Sewer project scope from a single construction installation to multiple project phases. The smaller Phase 1 project and extended contract time resulted in obtaining (3) bids with significantly lower unit prices than was bid for the single Main “A” project. For example, the Main “A” bid price for 24” SS pipe was \$491.50/LF compared to \$175.00/LF for Phase 1.

Phase 2 of the Main A project was bid to pipeline contractors in October of 2023. Phase 2 construction was completed in April of 2024 and installed sanitary sewer pipe from Boxelder & Bridge St. to south of Prather St. including a new crossing of the BNSF railroad (see “Project Phasing Map” below).

**Analysis:**

In the summer of 2024, the City directed Y&A to prepare bid documents, conduct a bid opening and provide construction oversight for “Phase 3, Main A Sanitary Sewer Improvements”. This phase will construct a new extend a new sewer from south of Prather St. to Ralph Bell Park. Final bid documents for Phase 3 were completed and advertised for bids on October 14, 2024. Phase 3 bids are scheduled to be submitted on November 14<sup>th</sup>. The City anticipates completing Phase 3 in late summer of 2025.

**Financial Considerations:**

Project costs opinions for Phase 3 construction are currently estimated at \$1,457,000. The project is being financed by General Obligation Bonds. This estimate included approx. \$1,267,000 for construction and \$190,000 (15%) for project expenses. The project is being financed by General Obligation Bonds.

Outlined below is a summary of engineering fees for preparing bid documents and providing bid phase, construction admin/oversight services.



Main “A” Sanitary S ewer Improvements - Project Phasing Map

**Phase 3 Engineering Fees -**

Revised bid specs, provided bid phase and const. oversight services = \$64,400.00 (±5.1% of const. costs)

*Prepare Bid Documents (NTE \$12,500.00)*

*Provide Bid Phase services (NTE \$6,900.00)*

*Provide construction admin/oversight services (NTE \$45,000.00)*

**Legal Considerations:**

Per City Attorney.

**Recommendation/Action:**

Staff recommends proceeding with Phase 2-Main A improvements as presented above and approving a supplemental agreement with Young & Associates, PA.

**SAMPLE MOTION:**

*I move to approve supplemental engineering fees with Young & Associates, PA for Phase 3 Main A Sanitary Sewer Improvements in the Not-to-Exceed amount of \$64,400.00.*

Contract Agreement  
for  
Design Engineering and Construction Oversight Services  
between  
**THE CITY OF MULVANE, KANSAS**  
and  
**YOUNG & ASSOCIATES, PA**

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2024 between the City of Mulvane, Kansas (OWNER) and Young & Associates, P.A. (ENGINEER). OWNER intends to retain the ENGINEER to provide professional engineering services as required for “Phase 3, Main “A” Sanitary Sewer Improvements”, to serve the City of Mulvane, Sedgwick-Sumner County, Kansas (the Project”).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of performance of professional engineering services by ENGINEER and payment for those services by OWNER set forth below.

1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this agreement applies as hereinafter provided. These services will include serving as OWNER’s professional engineering representative for the Project, providing professional engineering consultation and advice, design engineering and construction oversight.
2. After authorization to proceed with Bid Documents services, the ENGINEER shall modify the original “Main A” construction design plans as follows:
  - 2.1 Modify the original Main A construction design plans to construct Main A from Poplar St. (end of Phase 2) to Ralph Bell Park (MH 2.18 per original design plans). Create “Phase 3” title sheet, update Key Map and sheet numbers as needed.
  - 2.2 Revise construction plan notes as needed to separate the Phase 3 portion of the work from the original plans and to separate pavement replacement work (to be performed as “Add Alternate A”).
  - 2.3 Coordinate with KDOT (Sumner Co.) and KDHE to extend existing permits as needed.
  - 2.4 Send revised construction plans to utility companies to confirm any alignment conflicts. Coordinate with City staff and utility companies on resolving utility conflicts.
  - 2.5 Revise project specifications for Phase 3, including revised Bid Advertisement, Bid Form, Summary of Work, Agreement and Bond Forms.
  - 2.6 Review final bid documents (plans and specifications) with Public Works. Advise and update Police and Fire on pending project schedules and street closures.
  - 2.7 Prepare final plans, specifications and engineer’s cost opinions including electronic and hard copy sets.Prepare bi-monthly reports to the City Council on the progress of work completed.
3. After authorization to proceed with Bid Phase services the ENGINEER shall:
  - 3.1 Assist the OWNER in advertising the Project for construction bids. Distribute plans to prospective bidders, address pre-bid questions and prepare addenda as needed.
  - 3.2 Assist the OWNER in conducting bids for the Project. Check bid forms for completeness and accuracy and prepare a tabulation of bids received. Prepare “Notice of Award” for OWNER signatures.
4. After authorization to proceed with Construction Admin/Oversight services the ENGINEER shall:
  - 4.1 Designate a person to act as ENGINEER’s on-site representative (resident project representative) with respect to the services to be rendered under this Agreement. Such person shall have

- complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services to the Project.
- 4.2 Prepare construction contract documents for Contractor execution, including "Notice to Proceed" and bond forms. Review completed contract documents and coordinate with OWNER and City Attorney on the acceptance of contract documents. Conduct a pre-construction meeting with the awarding Contractor and OWNER.
  - 4.3 Provide periodic construction observation services for the construction of the project in a manner which is acceptable to the OWNER and in a timely and reasonable manner as necessary for the Contractor. Construction inspection shall be provided by the OWNER.
  - 4.4 Install benchmark monuments as necessary to provide on-site vertical and horizontal control datum as specified in the construction design plans. Construction staking shall be provided by the Contractor.
  - 4.5 Review shop drawings for conformance with the contract documents, conduct progress meetings as necessary to coordinate construction activity with the Contractors, Developer, and OWNER.
  - 4.6 Review proposed change orders by the Contractor and recommend approvals, as appropriate, and provide services in connection with Change Orders to reflect changes requested.
  - 4.7 Perform a final walk-through inspection of the construction improvements and review testing reports performed by the Contractor. Prepare punch-list of items to complete the work and prepare engineer's certification of substantial completion.
5. Prepare to serve as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
  6. ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims of damage because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from.
  7. OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:
    - 7.1 Designate a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services to the Project.
    - 7.2 Provide all criteria and full information as to OWNER's requirements for the Project, including objectives and constraints, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Project's construction.
    - 7.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to construction of the Project.
    - 7.4 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
    - 7.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
    - 7.6 Bear all costs incident to compliance with the requirements of this Contract, including all permit application fees.

8. The provisions of this Section and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase.
9. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of the performance of the ENGINEER's services shall be adjusted equitably.
10. If ENGINEER's services during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 12.
11. OWNER shall pay ENGINEER for Basic Engineering services ("Basic Services") rendered under paragraphs 2, 3 and 4 on the basis of the total not-to-exceed lump sum fee amounts as follows:

	<i>Lump Sum Engineering Fees</i>
<i>Bid Documents</i>	<i>\$12,500.00</i>
<i>Bid Phase Services</i>	<i>\$6,900.00</i>
<i>Construction Admin/Oversight</i>	<i>\$45,000.00</i>
<i>Total Engineering Fees</i>	<i>\$64,400.00</i>

Billing for the Basic Services rendered, upon final approval by the OWNER, may be submitted to the OWNER for payment. Reimbursable expenses including printing and reproductions and permit fees shall be billed at their actual costs and shall not include a handling fee. The ENGINEER will not receive due payment until such time that the OWNER has issued temporary notes for the Project. Monthly billings may then be submitted by ENGINEER based on the percentage of work completed to date.

12. In the event of termination by OWNER upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's salary costs times a factor of 1.75 for services rendered during that phase to date of termination.
13. The obligation to provide future services under this Agreement may be terminated by either party upon 30 days written notice through no fault of the terminating party.
14. This Agreement is to be governed by the law of the State of Kansas.
15. OWNER and ENGINEER each are hereby bound and the successors, executors, administrators, and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and other obligations of this Agreement.
16. Neither OWNER nor ENGINEER shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent

associates and consultants as ENGINEER may deem appropriate to assist in the performance of service hereunder.

17. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

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

CITY OF MULVANE, KANSAS

YOUNG & ASSOCIATES, PA

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

\_\_\_\_\_  
Christopher R. Young, PE

Address for giving notices:

Address for giving notices:

City of Mulvane, Kansas  
211 North 2<sup>nd</sup> Street  
Mulvane, Kansas 67110

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

ATTEST:

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

**CITY COUNCIL MEETING  
MULVANE, KANSAS  
November 18, 2024**

**TO:** Mayor and City Council  
**SUBJECT:** Pedestrian Bridge Replacement in English Park  
**FROM:** Young & Associates, PA - City Engineer  
**ACTION:** Review / Approve Engineering Agreement with Young & Associates, PA

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**Background:**

Prior to 2016, the City maintained a pedestrian bridge crossing of Styx Creek inside English Park. This bridge, located near the east end of Willowdell Dr., linked pedestrians in the Willowdell, Hickory Hills and Cedar Brook subdivisions. The bridge was significantly damaged and taken out of service following two significant floods that occurred in the fall of 2016.

Following these floods City staff made multiple applications for State/Federal flood mitigation grants to improve drainage conditions along Styx Creek. The City was not successful in receiving these grants which would have included drainage improvements in English Park and replacement of the damaged pedestrian bridge. Replacement of the English Park Pedestrian Bridge was included in the City’s 2024-2029 Capitol Improvement Program (re: Street-Drainage, “Styx Creek Channel Improvements”).

**Analysis:**

Styx Creek is a FEMA regulated stream with a floodplain spanning the majority of English Park and a floodway located in the westerly part of the Park. City staff is working together with the City Engineer on a permit from the KDA–Division of Water Resources (DWR) for replacing the pedestrian bridge across Styx Creek. The replacement bridge will provide a higher and longer bridge span (as compared to the previous bridge) and will have a wider channel configuration to improve flood conveyance under the bridge.



Styx Creek – English Park  
Photo taken May 2007



Styx Creek – English Park  
Photo taken September 2016

Following permit approval, the City will prepare bid documents for installing a pre-fabricated, truss style, steel pedestrian bridge. The bridge would be approx. 8-ft wide with a total span of approx. 70-ft. Bridge specifications would be similar to “Continental” and “Pioneer” manufacturers. Examples of these bridges may be seen locally in Madison Park and High Park in Derby and McConnell AFB just west of Rock Road.

**Financial Considerations:**

An engineering services agreement has been prepared and attached to this memorandum that addresses the scope of work items described above. Structural and geotechnical engineering design will be provided by separate contract as needed. The project will be funded through the current 1% sales tax for infrastructure/drainage improvements.

**Legal Considerations:**

Per City Attorney.

**Recommendation/Action:**

Staff recommends the City Council approve an engineering agreement with Young & Associates, PA for preparing the DWR permit, site engineering design, bid documents, bidding services and construction oversight as outlined in their agreement for the estimated Not-To-Exceed amount of \$31,555.00.

*Sample Motion:*

*I move the City enter into an agreement with Young & Associates, P.A. for engineering and construction oversight services for replacing the pedestrian bridge in English Park as presented.*



Contract Agreement  
for  
Design Engineering and Construction Admin/Oversight Services  
between  
**THE CITY OF MULVANE, KANSAS**  
and  
**YOUNG & ASSOCIATES, PA**

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2024 between the City of Mulvane, Kansas (OWNER) and Young & Associates, P.A. (ENGINEER). OWNER intends to retain the ENGINEER to provide professional engineering services as required for Pedestrian Bridge Replacement on Styx Creek in English Park (the "Project"), Mulvane, Sedgwick County, Kansas.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of performance of professional engineering services by ENGINEER and payment for those services by OWNER set forth below.

1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice, design engineering and construction administration.
2. After authorization to proceed with Civil Design Engineering services the ENGINEER shall:
  - 2.1 Prepare for, coordinate with, and respond to independent review meetings in conjunction with City Staff to determine the acceptability of the proposed design improvements. Prepare and present Project updates to OWNER.
  - 2.2 Update the preliminary site plan, design cross-sections and prepare technical specifications for developing a pedestrian bridge to cross Styx Creek in English Park as required for KDA-DWR review/approval.
  - 2.3 Prepare permit application for KSA 82a-301-305a "Dams, Stream Obstructions and Channel Changes and KSA 24-126 Levees and Floodplain Fills" including the following:
    - Additional design cross-sections based on available County LiDAR.
    - Prepare Styx Creek stream flow estimates at proposed pedestrian foot-bridge crossing, floodplain limits, floodway limits and BFE per 12/22/16 FEMA Flood Insurance Study.
    - Coordinate with DWR permit reviewer on submittal document requirements and fees. Permit fees shall be paid by the OWNER.
    - Coordinate with the OWNER on all permit submittals and approvals.
  - 2.4 Prepare site civil engineering design plans, specifications, material quantity estimates and cost opinions for the Project. Coordinate with licensed structural and geotechnical engineers, as needed, for specifying a pre-fabricated pedestrian bridge, including but not limited to bridge abutment foundation and other bridge connections, supports and railings.  
*Please note; Structural and Geotechnical engineering services shall be provided by separate engineering agreement or provided by the pre-fabricated bridge manufacturer or others.*
3. After authorization to proceed with Bid Phase services the ENGINEER shall:
  - 3.1 Prepare Bid Documents for the Project including final design plans, project specifications, bid form and instructions and measurement and payment descriptions.
  - 3.2 Advertise the project for bids including notifications to pre-fabricated bridge manufacturer(s). Distribute bid documents to prospective bidders, address questions and prepare addenda as needed or requested by OWNER.

- 3.3 Assist the OWNER in receiving/opening bids, review and prepare bid tabulations. Review bids with City staff, prepare City Council memorandum and present recommendations to OWNER for awarding a construction agreement for the Project. Prepare Notice of Award and coordinate construction agreement documents with Contractor and City Attorney.
4. After authorization to proceed with Construction Administration/Oversight services the ENGINEER shall:
  - 4.1 Designate a person to act as ENGINEER's on-site representative (resident project representative) with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services to the Project.
  - 4.2 Prepare agenda and conduct a pre-construction meeting with Contractor and City staff. Prepare and distribute meeting minutes.
  - 4.3 Provide periodic construction observation services for the construction of the project in a manner which is acceptable to the OWNER and in a timely and reasonable manner as necessary for the Contractor.
  - 4.4 Install benchmark monuments as necessary to provide on-site vertical and horizontal control datum as specified in the construction design plans. Construction staking shall be provided by the Contractor.
  - 4.5 Review shop drawings for conformance with the contract documents, conduct progress meetings as necessary to coordinate construction activity with the Contractor and OWNER.  
*Please note; Pedestrian Bridge and associated structural design shop drawings shall be reviewed by licensed structural engineer by separate engineering agreement.*
  - 4.6 Review proposed change orders by the Contractor and recommend approvals, as appropriate, and provide services in connection with Change Orders to reflect changes requested.
  - 4.7 Perform a final walk-through inspection of the construction improvements and review testing reports performed by the Contractor. Prepare punch-list of items to complete the work and prepare engineer's certification of substantial completion.
5. Prepare to serve as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
6. ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims of damage because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from.
7. OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:
  - 7.1 Designate a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services to the Project.
  - 7.2 Provide all criteria and full information as to OWNER's requirements for the Project, including objectives and constraints, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Projects construction.
  - 7.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to construction of the Project.
  - 7.4 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

- 7.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
- 7.6 Bear all costs incident to compliance with the requirements of this Contract, including all permit application fees.
8. The provisions of this Section and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase.
9. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of the performance of the ENGINEER's services shall be adjusted equitably.
10. If ENGINEER's services during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 12.
11. OWNER shall pay ENGINEER for Basic Civil Design Engineering, Bid Phase and Construction Administration/Oversight services ("Basic Services") rendered under paragraphs 2, 3 and 4 on the basis of the total estimated not-to-exceed lump sum fee amounts as outlined in the attached Exhibit A.
- Billing for the Basic Services rendered, upon final approval by the OWNER, may be submitted to the OWNER for payment. Reimbursable expenses including printing and reproductions and permit fees shall be billed at their actual costs and shall not include a handling fee. The ENGINEER will not receive due payment until such time that the OWNER has issued temporary notes for the Project. Monthly billings may then be submitted by ENGINEER based on the percentage of work completed to date.
12. In the event of termination by OWNER upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's salary costs times a factor of 1.75 for services rendered during that phase to date of termination.
13. The obligation to provide future services under this Agreement may be terminated by either party upon 30 days written notice through no fault of the terminating party.
14. This Agreement is to be governed by the law of the State of Kansas.
15. OWNER and ENGINEER each is hereby bound and the successors, executors, administrators, and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and other obligations of this Agreement.
16. Neither OWNER nor ENGINEER shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent associates and consultants as ENGINEER may deem appropriate to assist in the performance of service hereunder.

17. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

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

CITY OF MULVANE, KANSAS

YOUNG & ASSOCIATES, PA

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

\_\_\_\_\_  
Christopher R. Young, PE

Address for giving notices:

Address for giving notices:

211 North 2<sup>nd</sup> Street  
Mulvane, KS 67110

100 South Georgie  
Derby, KS 67037

ATTEST:

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

**EXHIBIT A - SCOPE OF WORK , PERSON-HOUR AND FEE ESTIMATE**

Site Plans for Pedestrian Bridge Crossing Styx Creek, English Park  
Mulvane, Sedgwick County, KS

Date Prepared: November 4, 2024

Task Items:	Classification				
	PE Licensed Engineer	CADD Cad/Engineer Tech	SURV GPS/Field Survey	ADMIN Admin. Assistant	
<b>2. Civil Design Engineering Services</b>					
2.1 Prepare for, coordinate with, and respond to independent review meetings in conjunction with City Staff to determine the acceptability of the proposed design improvements. Prepare and present Project updates to OWNER.	12.0	6.0		2.0	
2.2 Update the preliminary site plan, design cross-sections and prepare technical specifications for developing a pedestrian bridge to cross Styx Creek in English Park as required for KDA-DWR review/approval.	8.0	16.0			
2.3 Prepare permit application for KSA 82a-301-305a "Dams, Stream Obstructions and Channel Changes and KSA 24-126 Levees and Floodplain Fills" including the following: <ul style="list-style-type: none"> <li>Additional design cross-sections based on available County LiDAR.</li> <li>Prepare Styx Creek stream flow estimates at proposed pedestrian foot-bridge crossing, floodplain limits, floodway limits and BFE per FEMA FIS (last revised December 2016).</li> <li>Coordinate with DWR permit reviewer on submittal document requirements and fees. Permit fees shall be paid by the OWNER.</li> <li>Coordinate with the OWNER on all permit submittals and approvals.</li> </ul>	8.0	12.0			
2.4 Prepare site civil engineering design plans, specifications, material quantity estimates and cost opinions for the Project. Coordinate with licensed structural and geotechnical engineers, as needed, for specifying a pre-fabricated pedestrian bridge, including but not limited to bridge abutment foundation and other bridge connections, supports and railings.	24.0	30.0	16.0	2.0	
	Total Estimated Person Hours	52.0	64.0	16.0	4.0
	Standard Billing Rates	\$175.00	\$85.00	\$150.00	\$65.00
		Sub-Total NTE Engineering Fees			\$ 17,200.00
		Total Estimated In-House Printing and Reproductions			\$150.00
		<b>TOTAL ESTIMATED NTE ENGINEERING FEES</b>			<b>\$ 17,350.00</b>

**Exclusions:**

- No fill material is proposed to be placed inside the FEMA floodway therefore, Hydrologic and Hydraulic (H/H) computer modeling, including HEC-RAS flood modeling and associated computations, are excluded from the above engineering services.
- ALTA/NSPS land title and boundary surveys are excluded from the above engineering services.
- Any additional permits, permit applications, flood studies and all permit fees are excluded from the above engineering services.
- Structural, Geotechnical and environmental engineering design is excluded from the above engineering services.

Task Items:	Classification				
	PE Licensed Engineer	CADD Cad/Engineer Tech	SURV GPS/Field Survey	ADMIN Admin. Assistant	
<b>3. Bid Phase Services</b>					
3.1 Prepare Bid Documents for the Project including final design plans, project specifications, bid form and instructions and measurement and payment descriptions.	8.0	8.0		2.0	
3.2 Advertise the project for bids including notifications to pre-fabricated bridge manufacturer(s). Distribute bid documents to prospective bidders, address questions and prepare addenda as needed or requested by OWNER.	3.0	3.0			
3.3 Assist the OWNER in receiving/opening bids, review and prepare bid tabulations. Review bids with City staff, prepare City Council memorandum and present recommendations to OWNER for awarding a construction agreement for the Project. Prepare Notice of Award and coordinate construction agreement documents with Contractor and City Attorney.	2.0	4.0		2.0	
	Total Estimated Person Hours	13.0	15.0	0.0	4.0
	Standard Billing Rates	\$120.00	\$75.00	\$66.00	\$125.00
		Sub-Total NTE Engineering Fees			\$ 3,185.00
		Total Estimated In-House Printing and Reproductions			\$350.00
		<b>TOTAL ESTIMATED NTE ENGINEERING FEES</b>			<b>\$ 3,535.00</b>

# EXHIBIT A - SCOPE OF WORK , PERSON-HOUR AND FEE ESTIMATE

Site Plans for Pedestrian Bridge Crossing Styx Creek, English Park  
Mulvane, Sedgwick County, KS

Date Prepared: November 4, 2024

Task Items:	Classification				
	PE Licensed Engineer	CADD Cad/Engineer Tech	SURV GPS/Field Survey	ADMIN Admin. Assistant	
<b>4. Construction Administration/Oversight Services</b>					
4.1 Designate a person to act as ENGINEER's on-site representative (resident project representative) with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services to the Project.	8.0			2.0	
4.2 Prepare agenda and conduct a pre-construction meeting with Contractor and City staff. Prepare and distribute meeting minutes.	2.0	2.0			
4.3 Provide periodic construction observation services for the construction of the project in a manner which is acceptable to the OWNER and in a timely and reasonable manner as necessary for the Contractor.	6.0	12.0			
4.4 Install benchmark monuments as necessary to provide on-site vertical and horizontal control datum as specified in the construction design plans. Construction staking shall be provided by the Contractor.	1.0	1.0	2.0		
4.5 Review shop drawings for conformance with the contract documents, conduct progress meetings as necessary to coordinate construction activity with the Contractor and OWNER.	8.0	12.0			
4.6 Review proposed change orders by the Contractor and recommend approvals, as appropriate, and provide services in connection with Change Orders to reflect changes requested.	8.0	8.0			
4.7 Perform a final walk-through inspection of the construction improvements and review testing reports performed by the Contractor. Prepare punch-list of items to complete the work and prepare engineer's certification of substantial completion.	4.0	6.0		2.0	
	Total Estimated Person Hours	37.0	41.0	2.0	4.0
	Standard Billing Rates	\$175.00	\$85.00	\$150.00	\$65.00
		Sub-Total NTE Engineering Fees			\$ 10,520.00
		Total Estimated In-House Printing and Reproductions			\$150.00
		<b>TOTAL ESTIMATED NTE ENGINEERING FEES</b>			<b>\$ 10,670.00</b>

**Exclusions:**

- Pedestrian Bridge and associated structural design shop drawings shall be reviewed as needed by a Kansas licensed structural engineer..

**CITY COUNCIL MEETING  
MULVANE, KANSAS  
November 18, 2024**

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

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

Project Name/Description	Project Status
<p><b>Phase 3 Main A Sanitary Sewer Improvements</b> <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> Bid Phase 3 on November 14<sup>th</sup>, tabulate bids and present bids to the City Council.  <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><b>Phase 1 Harvest Point Addition Infrastructure</b> <i>(Municipal Bonds)</i></p>	<p><u>Completed to Date:</u> The Contractor has completed sanitary sewer installations. Storm sewer installations are approx. 80% complete and water line installations are approx. 30% complete. 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 are in progress. All Grading and Utilities Improvements are scheduled to be completed by December 3<sup>rd</sup>. Bids for Street Improvements are scheduled to be received on November 21<sup>st</sup>.  <u>Contract Status:</u> McCullough Excavation’s current contract amount is \$1,672,980.25. Pay Application No. 4 has been approved and represents approx. 46.8% of the total contract amount (less 10% held in retainage). As of November 8<sup>th</sup> the Contractor had completed approx. 47% of the total work.</p>
<p><b>Emerald Valley Estates 2<sup>nd</sup> Addition Infrastructure</b> <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, revised Developer’s Agreement and amended ordinance and resolution were submitted and approved at the November 4<sup>th</sup> Council meeting. Shop drawings have been submitted and are under review. A pre-construction meeting was conducted with the Contractor and City staff on November 6<sup>th</sup>.  <u>Remaining Work:</u> The Contractor has requested a NTP date of December 4<sup>th</sup>. Submit prelim/final street design plans, bid and construct streets.  <u>Contract Status:</u> McCullough Excavation’s current contract amount is \$1,174,970.00. Construction agreement, bonds and insurance have been submitted and approved by the City. A NTP will be issued on or before December 4, 2024.</p>

**CASH & BUDGET STATEMENT**

October 2024

Fund	Begin Bal	Revenue	Expenses	End Bal	Budget	YTD Rev	YTD Exp	Remaining	% Spent
General*	6,385,417.73	485,164.13	402,281.41	6,468,284.42	7,831,360	6,648,836.28	5,264,628.08	2,566,731.92	67.22%
Administration			46,487.68		2,154,800		1,212,124.04	942,675.96	56.25%
Public Works			62,815.95		1,061,370		871,996.85	189,373.15	82.16%
Police			146,133.12		2,334,300		1,551,220.25	783,079.75	66.45%
Fire			42,266.91		544,628		376,304.84	168,323.16	69.09%
Ambulance			95,085.52		1,658,512		1,140,820.07	517,691.93	68.79%
Planning & Zoning			9,492.23		77,250		111,970.13	(34,720.13)	144.95%
Bindweed			-		500		191.90	308.10	38.38%
Employee Benefit	1,184,480.40	14,642.09	224,157.09	1,036,038.05	2,260,150	2,171,655.87	1,613,449.03	646,700.97	71.39%
Debt Service	92,606.60	4,934.94	-	97,541.54	2,801,814	2,779,926.52	2,788,239.57	13,574.43	99.52%
Capital Improvements	631,033.72	374.68	-	631,408.40	470,000	15,609.07	11,686.88	458,313.12	2.49%
Special Liability	220,718.64	93.35	-	220,811.99	120,000	14,559.52	44,433.55	75,566.45	37.03%
Industrial Development	186,734.01	15.23	-	186,749.24	53,000	1,664.68	2.13	52,997.87	0.00%
Library	9,195.09	4,065.68	-	13,260.77	551,900	547,986.16	544,134.72	7,765.28	98.59%
Special Alcohol	44,629.20	-	193.98	44,435.22	15,000	-	2,706.28	12,293.72	18.04%
Swimming Pool	(123,028.62)	-	1,338.28	(124,486.89)	171,347	54,183.28	179,621.50	(8,274.50)	104.83%
Sr. Center	(23,925.70)	11,056.36	8,748.94	(21,618.28)	135,968	50,168.69	74,704.37	61,263.63	54.94%
Library Sales Tax	181,807.91	-	9,023.59	172,784.32	100,000	-	70,497.60	29,502.40	70.50%
1% Sales Tax	1,194,121.30	175,857.41	675.00	1,369,303.71	1,600,000	821,451.05	760,301.92	839,698.08	47.52%
Special Highway	380,022.98	65,740.01	3,920.99	441,842.00	350,000	260,436.60	82,408.11	267,591.89	23.55%
Special Parks	189,131.92	-	1,353.44	187,778.48	150,000	108,405.21	34,339.93	115,660.07	22.89%
Transient Guest Tax	565,474.54	163,976.56	2,000.00	727,451.10	475,000	680,118.38	396,495.00	78,505.00	83.47%
Mulvane Land Bank	19,110.50	-	-	19,110.50	12,500	-	2,629.20	9,870.80	21.03%
Electric	6,419,307.28	554,681.08	468,965.85	6,577,435.69	7,031,225	5,086,522.93	4,575,383.38	2,455,841.62	65.07%
Water	1,185,653.06	104,646.42	115,599.55	1,180,714.09	1,644,675	1,026,348.85	1,122,552.16	522,122.84	68.25%
Wastewater	1,616,755.99	148,620.31	120,088.14	1,659,557.83	2,233,792	1,588,014.11	1,521,337.10	712,454.90	68.11%
Storm Sewer	475,240.93	3,716.55	124.06	478,824.64	165,000	43,587.60	32,338.00	132,662.00	19.60%
Municipal Equipment Reserve	431,649.61	-	60,290.93	371,358.68	0	-	242,819.22	(242,819.22)	
ARPA	394,523.19	-	667.50	393,855.69	0	-	216,442.80	(216,442.80)	
<b>TOTAL</b>	<b>21,660,660.28</b>	<b>1,737,584.80</b>	<b>1,419,428.75</b>	<b>22,132,441.19</b>	<b>28,172,731</b>	<b>21,899,474.80</b>	<b>19,581,150.53</b>	<b>8,591,580.47</b>	<b>69.50%</b>



**Agenda Section - Attorney**

**November 18, 2024  
Executive Session Script**

BEFORE:

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

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

For a period not to exceed 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



Mulvane, KS

# Check Report

By Check Number

Date Range: 10/01/2024 - 10/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: APBNK-APBNK-POOL</b>						
00153	ARIENS SPECIALTY BRANDS LLC	10/03/2024	Regular	0.00	252.47	62646
00463	BERRY COMPANIES INC	10/03/2024	Regular	0.00	712.18	62647
01118	BEST SUPPLY CO. INC	10/03/2024	Regular	0.00	112.88	62648
00051	BRENNTAG SOUTHWEST, INC	10/03/2024	Regular	0.00	9,110.20	62649
01093	CENTRAL PLAINS DEVELOPMENT	10/03/2024	Regular	0.00	21.25	62650
00090	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	10/03/2024	Regular	0.00	971.50	62651
00092	COX COMMUNICATIONS	10/03/2024	Regular	0.00	630.00	62652
10098	DUANE E FREEMAN	10/03/2024	Regular	0.00	46.00	62653
09885	ED M. FELD EQUIPMENT CO., INC.	10/03/2024	Regular	0.00	520.90	62654
10547	FIRST WIRELESS, INC.	10/03/2024	Regular	0.00	78.00	62655
00150	GALL'S INC.	10/03/2024	Regular	0.00	1,747.85	62656
00152	GARNETT AUTO SUPPLY, INC.	10/03/2024	Regular	0.00	5.03	62657
00160	GRAINGER, W.W. INC.	10/03/2024	Regular	0.00	154.50	62658
10068	HECTOR SAMUEL RIVERA	10/03/2024	Regular	0.00	175.00	62659
10064	HUBER & ASSOCIATES, INC	10/03/2024	Regular	0.00	1,618.00	62660
10660	IDEATEK TELCOM, LLC	10/03/2024	Regular	0.00	163.00	62661
00255	INDUSTRIAL UNIFORM COMPANY LLC	10/03/2024	Regular	0.00	206.00	62662
00274	JHO INC	10/03/2024	Regular	0.00	162.50	62663
10415	JKS PARTNERS LLC	10/03/2024	Regular	0.00	193.98	62664
00209	KANSAS GAS SERVICE	10/03/2024	Regular	0.00	123.78	62665
10326	Konica Minolta Premier Finance	10/03/2024	Regular	0.00	626.57	62666
10312	LEXIPOL, LLC	10/03/2024	Regular	0.00	12,335.46	62667
00257	LOWES BUSINESS ACCOUNT	10/03/2024	Regular	0.00	623.25	62668
01219	MERIDIAN ANALYTICAL LABS LLC	10/03/2024	Regular	0.00	240.00	62669
00357	MICHAEL J. ROBINSON	10/03/2024	Regular	0.00	1,191.00	62670
10022	MIDWEST MOTOR SUPPLY CO. INC	10/03/2024	Regular	0.00	40.00	62671
10091	MULVANE REC CENTER	10/03/2024	Regular	0.00	510.00	62672
00294	MURDOCK COMPANIES, INC.	10/03/2024	Regular	0.00	37.76	62673
00340	QUILL CORPORATION	10/03/2024	Regular	0.00	43.99	62674
00348	REED CARWASH INC.	10/03/2024	Regular	0.00	300.00	62675
00104	RODNEY L SCHUMOCK	10/03/2024	Regular	0.00	315.00	62676
00385	SHIRTS PLUS INC	10/03/2024	Regular	0.00	450.10	62677
10630	SMITH CONSTRUCTION CO., INC	10/03/2024	Regular	0.00	27,720.00	62678
00403	STRYKER SALES CORPORATION	10/03/2024	Regular	0.00	60,290.93	62679
00415	TG TECHNICAL SERVICES INC	10/03/2024	Regular	0.00	336.23	62680
10664	TWIN VALLEY TELEPHONE INC	10/03/2024	Regular	0.00	642.06	62681
00442	VANCE BROTHERS, INC.	10/03/2024	Regular	0.00	665.00	62682
00446	VIA CHRISTI HOME MEDICAL LLC	10/03/2024	Regular	0.00	265.00	62683
00479	YOUNG & ASSOCIATES, P. A.	10/03/2024	Regular	0.00	675.00	62684
10677	INTERWORLD HIGHWAY LLC	10/03/2024	Regular	0.00	6,688.64	62685
00022	APAC-KANSAS, INC., - SHEARS DIVISION	10/10/2024	Regular	0.00	1,480.69	62688
01118	BEST SUPPLY CO. INC	10/10/2024	Regular	0.00	117.60	62689
00080	CITY OF MULVANE-UTILITIES	10/10/2024	Regular	0.00	18,605.07	62690
00461	EVERGY	10/10/2024	Regular	0.00	13,082.31	62691
00150	GALL'S INC.	10/10/2024	Regular	0.00	221.96	62692
00152	GARNETT AUTO SUPPLY, INC.	10/10/2024	Regular	0.00	141.51	62693
	**Void**	10/10/2024	Regular	0.00	0.00	62694
00438	HD SUPPLY, INC.	10/10/2024	Regular	0.00	728.86	62695
10465	JUMPSTART	10/10/2024	Regular	0.00	1,246.83	62696
01034	KANSAS DEPARTMENT OF HEALTH &	10/10/2024	Regular	0.00	1,273.00	62697
00209	KANSAS GAS SERVICE	10/10/2024	Regular	0.00	453.91	62698
00217	KANSAS ONE-CALL SYSTEM, INC.	10/10/2024	Regular	0.00	385.20	62699
10613	KANSAS SHERIFF'S ASSOCIATION	10/10/2024	Regular	0.00	2,000.00	62700
10552	KONICA MINOLTA BUSINESS SOLUTIONS	10/10/2024	Regular	0.00	23.00	62701

Check Report

Date Range: 10/01/2024 - 10/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10326	Konica Minolta Premier Finance	10/10/2024	Regular	0.00	524.77	62702
10678	MAIN STREET BOUTIQUE	10/10/2024	Regular	0.00	292.00	62703
00283	MULVANE COOPERATIVE UNION	10/10/2024	Regular	0.00	7,551.62	62704
00288	MULVANE FIRE RESCUE	10/10/2024	Regular	0.00	5,000.00	62705
10349	NATHAN WERTH	10/10/2024	Regular	0.00	1,417.50	62706
00307	O'REILLY AUTO ENTERPRISES LLC	10/10/2024	Regular	0.00	145.25	62707
	**Void**	10/10/2024	Regular	0.00	0.00	62708
10461	QUADIENT FINANCE USA, INC.	10/10/2024	Regular	0.00	300.00	62709
00344	RAILROAD MANAGEMENT CO III LLC	10/10/2024	Regular	0.00	1,380.51	62710
00112	RK BLACK INC	10/10/2024	Regular	0.00	35.23	62711
00354	RND UNDERGROUND, INC.	10/10/2024	Regular	0.00	6,408.00	62712
00422	TRACY ELECTRIC, INC.	10/10/2024	Regular	0.00	2,181.01	62713
01007	UTILITY HELPNET INC	10/10/2024	Regular	0.00	826.80	62714
10183	WASTE MANAGEMENT	10/10/2024	Regular	0.00	1,253.56	62715
00479	YOUNG & ASSOCIATES, P. A.	10/10/2024	Regular	0.00	24,104.75	62716
10672	AMR DIESEL PERFORMANCE AND REPAIR	10/17/2024	Regular	0.00	2,846.25	62720
01118	BEST SUPPLY CO. INC	10/17/2024	Regular	0.00	13.82	62721
00101	CHRISTOPHER DAVIS	10/17/2024	Regular	0.00	600.00	62722
00170	CORE & MAIN	10/17/2024	Regular	0.00	550.00	62723
00092	COX COMMUNICATIONS	10/17/2024	Regular	0.00	3,386.96	62724
10223	CRH COFFEE INC	10/17/2024	Regular	0.00	145.40	62725
10432	D & B ENTERPRISES, INC.	10/17/2024	Regular	0.00	81.59	62726
00103	DE LAGE LANDEN INC	10/17/2024	Regular	0.00	77.44	62727
10654	DONITA WOOD	10/17/2024	Regular	0.00	129.90	62728
09885	ED M. FELD EQUIPMENT CO., INC.	10/17/2024	Regular	0.00	374.34	62729
10348	FLEXIBLE BENEFIT SERVICE CORPORATION	10/17/2024	Regular	0.00	420.50	62730
00145	FOUR STATE MAINTENANCE SUPPLY INC	10/17/2024	Regular	0.00	144.33	62731
00149	GALAXIE BUSINESS EQUIPMENT, INC.	10/17/2024	Regular	0.00	492.80	62732
00152	GARNETT AUTO SUPPLY, INC.	10/17/2024	Regular	0.00	2,025.18	62733
	**Void**	10/17/2024	Regular	0.00	0.00	62734
00160	GRAINGER, W.W. INC.	10/17/2024	Regular	0.00	1,076.25	62735
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	10/17/2024	Regular	0.00	131.02	62736
10218	INTERLINGUAL INTERPRETING SERVICES	10/17/2024	Regular	0.00	536.48	62737
00254	JAMES LARRY LINN, ATTY AT LAW	10/17/2024	Regular	0.00	2,000.00	62738
09833	JCI INDUSTRIES, INC	10/17/2024	Regular	0.00	250.00	62739
10391	JOY KAY WILLIAMS	10/17/2024	Regular	0.00	2,000.00	62740
01034	KANSAS DEPARTMENT OF HEALTH &	10/17/2024	Regular	0.00	20.00	62741
01031	KANSAS DEPT OF REVENUE	10/17/2024	Regular	0.00	3,436.95	62742
00215	KANSAS MUNICIPAL UTILITIES INC	10/17/2024	Regular	0.00	4,716.75	62743
00220	KANSAS POWER POOL	10/17/2024	Regular	0.00	359,585.85	62744
00226	KANSAS STATE TREASURER	10/17/2024	Regular	0.00	15,000.00	62745
00233	KANSASLAND TIRE CO. INC.	10/17/2024	Regular	0.00	1,567.52	62746
00140	KENNETH FLEMING	10/17/2024	Regular	0.00	184.00	62747
00252	LIFE-ASSIST, INC.	10/17/2024	Regular	0.00	922.08	62748
09913	MABCD	10/17/2024	Regular	0.00	876.85	62749
00262	MAXIMUM OUTDOOR EQUIPMENT & SERVICE	10/17/2024	Regular	0.00	227.62	62750
00266	MCKEE CLEAR SERVICE SOLUTIONS INC	10/17/2024	Regular	0.00	50.00	62751
00195	MCWI BENTURES LLC	10/17/2024	Regular	0.00	358.60	62752
01219	MERIDIAN ANALYTICAL LABS LLC	10/17/2024	Regular	0.00	1,024.00	62753
00357	MICHAEL J. ROBINSON	10/17/2024	Regular	0.00	591.20	62754
10022	MIDWEST MOTOR SUPPLY CO. INC	10/17/2024	Regular	0.00	438.36	62755
00281	MULVANE ANIMAL CLINIC, LLC	10/17/2024	Regular	0.00	61.00	62756
00310	OMNI SERVICES GROUP LLC	10/17/2024	Regular	0.00	2,226.67	62757
09985	PETER A. MACKINNEY	10/17/2024	Regular	0.00	2,480.00	62758
00323	PETTY CASH-CITY OF MULVANE	10/17/2024	Regular	0.00	3,315.30	62759
00331	PRESSURE WASHER SALES & SRV LLC	10/17/2024	Regular	0.00	27.50	62760
00437	PS ENTERPRISES LLC	10/17/2024	Regular	0.00	105.56	62761
00338	QUALITY BODY SHOP MULVANE, INC	10/17/2024	Regular	0.00	1,536.00	62762
00340	QUILL CORPORATION	10/17/2024	Regular	0.00	644.39	62763
00348	REED CARWASH INC.	10/17/2024	Regular	0.00	340.00	62764
10351	RICKY STORTS	10/17/2024	Regular	0.00	377.50	62765

Check Report

Date Range: 10/01/2024 - 10/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00370	SALISBURY SUPPLY COMPANY, INC.	10/17/2024	Regular	0.00	4.00	62766
00379	SEDGWICK CO DIVISION OF FINANC	10/17/2024	Regular	0.00	4,386.20	62767
00401	STANION WHOLESALE ELECTRIC CO INC OF	10/17/2024	Regular	0.00	2,816.49	62768
00407	SUMNER CO. SHERIFF	10/17/2024	Regular	0.00	360.00	62769
10368	TOW SERVICE INC.	10/17/2024	Regular	0.00	300.00	62770
09881	TRUGREEN LIMITED PARTNERSHIP	10/17/2024	Regular	0.00	415.19	62771
01062	TYLER BUSINESS FORMS	10/17/2024	Regular	0.00	372.97	62772
00426	TYLER TECHNOLOGIES INC	10/17/2024	Regular	0.00	58.00	62773
10366	UNDERGROUND VAULTS & STORAGE, INC	10/17/2024	Regular	0.00	15.40	62774
10466	WESTLAKE HARDWARE INC	10/17/2024	Regular	0.00	157.79	62775
00094	WICHITA WATER CONDITIONING, INC.	10/17/2024	Regular	0.00	242.44	62776
00012	AIRGAS USA, INC.	10/24/2024	Regular	0.00	44.86	62783
01041	ALL COVERED	10/24/2024	Regular	0.00	6,796.88	62784
10493	AMAZON	10/24/2024	Regular	0.00	124.81	62785
10683	AMERICAN PUBLIC WORKS ASSOCIATION	10/24/2024	Regular	0.00	95.00	62786
10672	AMR DIESEL PERFORMANCE AND REPAIR	10/24/2024	Regular	0.00	316.25	62787
00022	APAC-KANSAS, INC., - SHEARS DIVISION	10/24/2024	Regular	0.00	1,775.30	62788
00153	ARIENS SPECIALTY BRANDS LLC	10/24/2024	Regular	0.00	1,274.65	62789
01128	BIBLIOTHECA, LLC	10/24/2024	Regular	0.00	3,171.08	62790
00051	BRENNTAG SOUTHWEST, INC	10/24/2024	Regular	0.00	29,367.00	62791
10494	BTAC HOLDING CORP	10/24/2024	Regular	0.00	2,783.71	62792
10499	CENTER POINT, INC.	10/24/2024	Regular	0.00	245.70	62793
00071	CENTRAL POWER SYS & SERV INC	10/24/2024	Regular	0.00	1,106.00	62794
00182	CHRISTOPHER HOLZMAN, ATTY AT LAW	10/24/2024	Regular	0.00	300.00	62795
00170	CORE & MAIN	10/24/2024	Regular	0.00	91.49	62796
10223	CRH COFFEE INC	10/24/2024	Regular	0.00	224.70	62797
00152	GARNETT AUTO SUPPLY, INC.	10/24/2024	Regular	0.00	255.03	62798
	**Void**	10/24/2024	Regular	0.00	0.00	62799
00274	JHO INC	10/24/2024	Regular	0.00	900.00	62800
00233	KANSASLAND TIRE CO. INC.	10/24/2024	Regular	0.00	945.60	62801
00140	KENNETH FLEMING	10/24/2024	Regular	0.00	2,456.00	62802
10326	Konica Minolta Premier Finance	10/24/2024	Regular	0.00	145.79	62803
00243	KROGER-DILLONS CUSTOMER CHARGE	10/24/2024	Regular	0.00	354.57	62804
00249	LEAGUE OF KS. MUNICIPALITIES	10/24/2024	Regular	0.00	125.00	62805
00252	LIFE-ASSIST, INC.	10/24/2024	Regular	0.00	57.50	62806
01219	MERIDIAN ANALYTICAL LABS LLC	10/24/2024	Regular	0.00	2,666.00	62807
10500	MIDWEST TAPE, LLC.	10/24/2024	Regular	0.00	219.36	62808
01110	MJB HEATING & COOLING LLC	10/24/2024	Regular	0.00	2,478.93	62809
10599	RICHARD B. PENNELL	10/24/2024	Regular	0.00	225.50	62810
00362	S & D EQUIPMENT CO. INC	10/24/2024	Regular	0.00	1,352.93	62811
00386	SHRED-IT US JV LLC	10/24/2024	Regular	0.00	25.63	62812
00390	SIRCHIE FINGERPRINT LABORATORY	10/24/2024	Regular	0.00	223.21	62813
00431	UNIFIED SCHOOL DIST. NO. 263	10/24/2024	Regular	0.00	105.86	62814
00443	VERIZON WIRELESS	10/24/2024	Regular	0.00	121.17	62815
00457	WEIS FIRE AND SAFETY EQUIPMENT CO INC	10/24/2024	Regular	0.00	2,447.27	62816
00459	WESCO	10/24/2024	Regular	0.00	580.00	62817
00462	WESTFALL ELECTRIC INC.	10/24/2024	Regular	0.00	3,324.33	62818
10598	WORTH HYDROCHEM OF OKLA., INC	10/24/2024	Regular	0.00	11,828.95	62819
00078	CITY OF AUGUSTA	10/17/2024	Bank Draft	0.00	9,712.99	DFT0003961
00196	INTRUST CARD CENTER	10/17/2024	Bank Draft	0.00	7,088.63	DFT0003962
00046	BLUE CROSS AND BLUE SHIELD	10/02/2024	Bank Draft	0.00	30,646.93	DFT0003980
00046	BLUE CROSS AND BLUE SHIELD	10/09/2024	Bank Draft	0.00	26,457.43	DFT0003981
00046	BLUE CROSS AND BLUE SHIELD	10/16/2024	Bank Draft	0.00	13,759.58	DFT0003982
00046	BLUE CROSS AND BLUE SHIELD	10/23/2024	Bank Draft	0.00	15,320.88	DFT0003983

Check Report

Date Range: 10/01/2024 - 10/31/2024

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Payment Date</b>	<b>Payment Type</b>	<b>Discount Amount</b>	<b>Payment Amount</b>	<b>Number</b>
00046	BLUE CROSS AND BLUE SHIELD	10/30/2024	Bank Draft	0.00	15,522.89	DFT0003984

Bank Code APBNK Summary

<b>Payment Type</b>	<b>Payable Count</b>	<b>Payment Count</b>	<b>Discount</b>	<b>Payment</b>
Regular Checks	235	159	0.00	727,262.45
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	57	7	0.00	118,509.33
EFT's	0	0	0.00	0.00
	<b>292</b>	<b>170</b>	<b>0.00</b>	<b>845,771.78</b>

Check Report

Date Range: 10/01/2024 - 10/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: PYBNK-PAYROLL-POOL</b>						
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	10/11/2024	Regular	0.00	78.46	62686
01016	KANSAS PAYMENT CENTER	10/11/2024	Regular	0.00	504.45	62687
01018	AXA EQUITABLE - EQUI-VEST	10/10/2024	Regular	0.00	5,670.00	62717
00079	CITY OF MULVANE	10/10/2024	Regular	0.00	4,593.08	62718
00106	DELTA DENTAL OF KANSAS	10/10/2024	Regular	0.00	5,218.28	62719
00408	SURENCY LIFE & HEALTH	10/17/2024	Regular	0.00	719.19	62777
01012	AFLAC	10/25/2024	Regular	0.00	316.29	62778
01013	AFLAC GROUP INSURANCE	10/25/2024	Regular	0.00	854.62	62779
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	10/25/2024	Regular	0.00	78.46	62780
01016	KANSAS PAYMENT CENTER	10/25/2024	Regular	0.00	504.45	62781
01022	LEGAL SHIELD	10/25/2024	Regular	0.00	422.60	62782
01021	KPERS	10/11/2024	Bank Draft	0.00	21,378.75	DFT0003946
01021	KPERS	10/11/2024	Bank Draft	0.00	10,764.82	DFT0003947
01026	IRS	10/11/2024	Bank Draft	0.00	24,195.06	DFT0003948
01026	IRS	10/11/2024	Bank Draft	0.00	16,718.55	DFT0003949
01031	KANSAS DEPT OF REVENUE	10/11/2024	Bank Draft	0.00	9,052.00	DFT0003950
01026	IRS	10/11/2024	Bank Draft	0.00	5,658.60	DFT0003951
00046	BLUE CROSS AND BLUE SHIELD	10/07/2024	Bank Draft	0.00	1,437.09	DFT0003952
00046	BLUE CROSS AND BLUE SHIELD	10/07/2024	Bank Draft	0.00	1,602.29	DFT0003953
00046	BLUE CROSS AND BLUE SHIELD	10/07/2024	Bank Draft	0.00	1,441.02	DFT0003954
00046	BLUE CROSS AND BLUE SHIELD	10/07/2024	Bank Draft	0.00	6,227.64	DFT0003955
00046	BLUE CROSS AND BLUE SHIELD	10/07/2024	Bank Draft	0.00	4,550.79	DFT0003956
00046	BLUE CROSS AND BLUE SHIELD	10/07/2024	Bank Draft	0.00	4,724.94	DFT0003957
00046	BLUE CROSS AND BLUE SHIELD	10/07/2024	Bank Draft	0.00	7,501.14	DFT0003958
00046	BLUE CROSS AND BLUE SHIELD	10/07/2024	Bank Draft	0.00	13,861.26	DFT0003959
01021	KPERS	10/25/2024	Bank Draft	0.00	616.65	DFT0003964
01021	KPERS	10/25/2024	Bank Draft	0.00	21,546.20	DFT0003965
01021	KPERS	10/25/2024	Bank Draft	0.00	11,133.33	DFT0003966
01026	IRS	10/25/2024	Bank Draft	0.00	24,734.40	DFT0003968
01026	IRS	10/25/2024	Bank Draft	0.00	17,087.58	DFT0003969
01031	KANSAS DEPT OF REVENUE	10/25/2024	Bank Draft	0.00	9,179.16	DFT0003970
01026	IRS	10/25/2024	Bank Draft	0.00	5,784.50	DFT0003971
01028	KANSAS DEPT OF LABOR	10/15/2024	Bank Draft	0.00	349.97	DFT0003972
01028	KANSAS DEPT OF LABOR	10/15/2024	Bank Draft	0.00	378.87	DFT0003973
01028	KANSAS DEPT OF LABOR	10/15/2024	Bank Draft	0.00	376.97	DFT0003974
01028	KANSAS DEPT OF LABOR	10/15/2024	Bank Draft	0.00	381.96	DFT0003975
01028	KANSAS DEPT OF LABOR	10/15/2024	Bank Draft	0.00	1.78	DFT0003976
01028	KANSAS DEPT OF LABOR	10/15/2024	Bank Draft	0.00	381.98	DFT0003977
01028	KANSAS DEPT OF LABOR	10/15/2024	Bank Draft	0.00	396.16	DFT0003978
01028	KANSAS DEPT OF LABOR	10/15/2024	Bank Draft	0.00	405.54	DFT0003979

Bank Code PYBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	24	11	0.00	18,959.88
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	29	29	0.00	221,869.00
EFT's	0	0	0.00	0.00
	<b>53</b>	<b>40</b>	<b>0.00</b>	<b>240,828.88</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	259	170	0.00	746,222.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	86	36	0.00	340,378.33
EFT's	0	0	0.00	0.00
	<b>345</b>	<b>210</b>	<b>0.00</b>	<b>1,086,600.66</b>

### Fund Summary

Fund	Name	Period	Amount
999	Pool Cash Fund	10/2024	1,086,600.66
			<u>1,086,600.66</u>

Approved	_____
	_____
Date	_____

**CITY COUNCIL MEETING**  
**November 18<sup>th</sup>, 2024**

**TO:** Mayor and City Council  
**SUBJECT:** Purchase of Ferric Chloride.  
**FROM:** Wastewater Supervisor  
**ACTION:** Purchase of Ferric Chloride from Brenntag

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

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

**Legal Considerations:** Per City Attorney.

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

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

Submitted by  
Brian Bradshaw





**Brenntag Southwest, Inc.**  
 206 E Morrow Rd  
 Sand Springs, OK 74063

*PO# 082392*

To: City of Mulvane, C # 614299  
 Attn: Brian Bradshaw  
 From: Darren Cox  
 CC: Elizabeth Harrington  
 Date: October 31, 2024  
 Subject: Quote for the Wastewater Plant

*Received  
 BB  
 11-5-24*

Thank you for the opportunity to quote on your chemical requirements.

Please review the following chemical pricing. Pricing should hold for 30 days.

Product Name	Product Code	Container	Price	Price / Pkg	Item Total
Ferric Chloride 38-42% NSF	223630	21,500 lbs.	\$0.41/lb.	<del>21,500 lbs.</del>	<del>\$8,915.00</del>
		30,000 lbs.		<del>30,000 lbs.</del>	<del>\$12,300.00</del>
		45,000 lbs.		<del>45,000 lbs.</del>	<del>\$18,450.00</del>
Tax					\$0.00
Transportation Charge					\$250.00
MOS					\$0.00
<b>Total</b>					<del>\$12,850.00</del> \$12,850.00

Pricing includes delivery. 22,000 lbs. is an approximate 2000 gallon Load. Load may vary slightly but is charged by the pounds delivered. Weight per gallon is 11.42 Lbs.

If you have any questions, or need any further information, please do not hesitate to give me a call. You can reach me anytime on my cell phone at (316) 706-9516.

Thanks,

Darren Cox  
 Account Executive  
 Brenntag Southwest, Inc.

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) X \_\_\_\_\_ 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.)

Wylde wood CeVARS, Inc

STATE LICENSE NUMBER:

30012000600

2. STREET ADDRESS OF PREMISES TO BE LICENSED:

951 E 119th St. S, Peck, KS 67120

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

Insulated Concrete Form and Metal Buildings

3. NAME UNDER WHICH BUSINESS CONDUCTED:  
(State whether a corporation, partnership, limited liability company or sole proprietorship)

Wylde wood CeVARS, Inc sub-S corporation

NAME OF INDIVIDUAL/APPLICANT:

John A Brewer

Age 73 Date of Birth 05/22/1951 Place of Birth Wichita KS

Length of Residence in Kansas: 51 in County 27 years

NAME AND ADDRESS OF OTHER OWNER(S):  
(Use space on reverse side, if necessary)

NONE

THE LICENSE FEE MUST ACCOMPANY THIS APPLICATION

APPLICANT MUST SUBMIT FINGERPRINTS TO THE CHIEF OF POLICE ON FILE

Applicant John A Brewer 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.

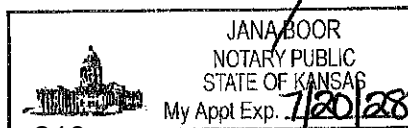
SO HELP ME GOD.

John A Brewer  
SIGNATURE OF APPLICANT

SUBSCRIBED AND SWORN to before me this 28th day of October, 2024

Jana Boor  
NOTARY PUBLIC

My Commission Expires: 7/20/2028



**Kansas Alcoholic Beverage Control Division**  
**Liquor License**  
**Farm Winery**

OWNER NAME: **Wyldewood Cellars Inc**  
DBA: **Wyldewood Cellars**  
ADDRESS: **951 E 119th Street S**  
**Peck, KS 67120-8714**

**LICENSE NO: 30012000600**

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 manufacture domestic wine; serve free samples and make retail sales of their wine on the licensed premise; sell and serve their manufactured wine for consumption on the licensed premises; wholesale to licensed wine distributors, clubs, drinking establishments, caterers, temporary permit holders and non-beverage permit holders; serve free samples and sell their manufactured wine in the original container off the licensed premises at special events monitored by the ABC; and other activities as authorized by K.S.A. 41-308a(a).

**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: 03/03/2023**

**EXPIRES: 03/02/2025**

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

**IMPORTANT INFORMATION**

Contact the ABC Licensing Unit at 785-296-7015 or email [Kdor\\_abc.licensing@ks.gov](mailto: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](mailto: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/abc/824.pdf>



**INVOICE**

**Flock Group Inc dba Flock Safety**  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-50279  
Invoice Date: 10/22/2024  
Due Date: 11/21/2024  
Payment Terms: Net 30  
PO#:

**Payment Remittance Information**

**Pay by Check:**

Payable to: Flock Group Inc  
Memo: INV-50279  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

*If paying by check, please include the remittance slip below.*

**Pay by ACH:**

Account Legal Name: Flock Group Inc.  
Account Number: 3302113966  
Account Type: Checking  
Routing / SWIFT Code: 121140399 / SVBKUS6S

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

**Make Checks Payable to: Flock Group Inc**

If sending via Flock Group Inc  
USPS: PO Box 121923  
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc  
UPS, FedEx or 891923  
USPS: 1501 North Plano Rd. ste 100  
Richardson, TX 75081

Account: KS - Mulvane PD

Invoice #: INV-50279

Amount Due: **\$12,000.00**

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

November 13, 2024

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

Re: **Grading and Utility Improvements to serve,**  
Phase 1 – Harvest Point Addition, Mulvane, Sedgwick County, Kansas  
Y&A Project No. 23-501

Dear Mr. St. John:

Transmitted herewith is a signed PDF copy of Payment Application No. 4 from McCullough Excavation, Inc. for the above referenced project. We have field verified the quantities requested in the pay application and concur with the amount of \$276,511.50 as requested.

Payment Application No. 4 represents 46.8% of the total contract amount. We estimate approx. 47% of the total work as been completed to date. Per the contract documents, 10% of the value of the work has been retained.

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

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

Very truly yours,  
YOUNG & ASSOCIATES, PA



Christopher R. Young, PE  
City Engineer

Attachments

**Contractor's Application for Payment No. 4**

Application Period:	October 1, 2024 thru October 31, 2024	Application Date:	October 31, 2024
To (Owner):	City of Mulvane, KS	From (Contractor):	McCullough Excavation, Inc.
Project:	Harvest Point Phase I	Via (Engineer):	Young and Associates
Owner's Contract No.:		Contractor's Project No.:	24104
		Engineer's Project No.:	

**Application For Payment  
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGE BY CHANGE ORDERS</b>	\$0.00	

1. ORIGINAL CONTRACT PRICE.....	\$ 1,672,980.25
2. Net change by Change Orders.....	\$ 0.00
3. Current Contract Price (Line 1 ± 2).....	\$ 1,672,980.25
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> (Column F total on Progress Estimates).....	\$ 783,535.00
<b>5. RETAINAGE:</b>	
a. 10% X <u>783,535.00</u> Work Completed.....	\$ 78,353.50
b. 10% X <u>0.00</u> Stored Material.....	\$ 0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 78,353.50
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 705,181.50
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 428,670.00
8. AMOUNT DUE THIS APPLICATION.....	\$ 276,511.50
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b> (Column G total on Progress Estimates + Line 5.c above).....	\$ 967,798.75

**Contractor's Certification**

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

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

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

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

---

**Contractor Signature**

By: R. McCullough, Vice Pres. Date: 11/13/2024

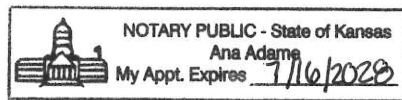
Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

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

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

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



**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract): Harvest Point Phase 1									Application Number: 4				
Application Period: October 1, 2024 thru October 31, 2024									Application Date: October 31, 2024				
A	B	C	D	E	F	G	H	I	J	K	L		M
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED		Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)			From Previous Applications	This Period				
	<b>Mass Grading</b>				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
1	Earthwork, Complete in place per lump sum.	1	LS	\$497,925.00	\$497,925.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$497,925.00
2	21" x 14" RCPHE Storm Sewer, complete in	160	LF	\$75.00	\$12,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$12,000.00
3	30" x 19" RCPHE Storm Sewer, Complete in	70	LF	\$85.00	\$5,950.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$5,950.00
4	34" x 22" RCPHE Storm Sewer, complete in	37	LF	\$95.00	\$3,515.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,515.00
5	21"x14" RCPHE End Sections, complete in p	4	EA	\$1,900.00	\$7,600.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$7,600.00
6	30" x 19" RCPHE End Sections, complet in p	2	EA	\$2,000.00	\$4,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$4,000.00
7	34" x 22" RCPHE End Sections, complete in	2	EA	\$2,500.00	\$5,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$5,000.00
8	Light-Type Stone Rip-Rap on Geotextile Lin	281	SY	\$100.00	\$28,100.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$28,100.00
9	Turf Mat Reinforcement, complete in place p	1901	SY	\$7.25	\$13,782.25		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$13,782.25
10	Soil Retention Blanket, complete in place per	2671	SY	\$3.00	\$8,013.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$8,013.00
11	Seeding and Erosion Control, complete in pla	1	LS	\$49,522.00	\$49,522.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$49,522.00
12	Site Clearing and Restoration	1	LS	\$30,150.00	\$30,150.00	0.5	\$15,075.00	\$0.00	\$15,075.00	\$0.00	\$15,075.00	50.0%	\$15,075.00
					\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Totals</b>				<b>\$665,557.25</b>		<b>\$15,075.00</b>		<b>\$15,075.00</b>	<b>\$0.00</b>	<b>\$15,075.00</b>	2.3%	<b>\$650,482.25</b>





**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract): Harvest Point Phase 1										Application Number: 4			
Application Period: October 1, 2024 thru October 31, 2024										Application Date: October 31, 2024			
A	B	C	D	E	F	G	H	I	J	K	L		M
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED		Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)			From Previous Applications	This Period				
	<b>Storm Water Drain</b>						\$0.00				\$0.00		\$0.00
1	15" RCP Storm Sewer	38	LF	\$60.00	\$2,280.00	38	\$2,280.00	\$0.00	\$2,280.00		\$2,280.00	100.0%	\$0.00
2	18" PVC Storm Sewer	528	LF	\$70.00	\$36,960.00	459	\$32,130.00	\$0.00	\$32,130.00		\$32,130.00	86.9%	\$4,830.00
3	18" RCP Storm Sewer	75	LF	\$70.00	\$5,250.00	75	\$5,250.00	\$0.00	\$5,250.00		\$5,250.00	100.0%	\$0.00
4	21" ASP Storm Sewer	194	LF	\$80.00	\$15,520.00	164	\$13,120.00	\$0.00	\$13,120.00		\$13,120.00	84.5%	\$2,400.00
5	24" PVC Storm Sewer	161	LF	\$80.00	\$12,880.00	67	\$5,360.00	\$0.00	\$5,360.00		\$5,360.00	41.6%	\$7,520.00
6	24" RCP Storm Sewer	249	LF	\$80.00	\$19,920.00	249	\$19,920.00	\$0.00	\$19,920.00		\$19,920.00	100.0%	\$0.00
7	30" x 19" RCPHE Storm Sewer	74	LF	\$85.00	\$6,290.00	51	\$4,335.00	\$0.00	\$4,335.00		\$4,335.00	68.9%	\$1,955.00
8	18" RCP End Sections	1	EA	\$1,000.00	\$1,000.00		\$0.00	\$0.00	\$0.00		\$0.00		\$1,000.00
9	21" SP End Sections	1	EA	\$1,000.00	\$1,000.00		\$0.00	\$0.00	\$0.00		\$0.00		\$1,000.00
10	24" RCP End Sections	2	EA	\$1,500.00	\$3,000.00		\$0.00	\$0.00	\$0.00		\$0.00		\$3,000.00
11	30" x 19" RCPHE End Sections	1	EA	\$2,000.00	\$2,000.00		\$0.00	\$0.00	\$0.00		\$0.00		\$2,000.00
12	Flushed and Vibrated Sand Backfill	169	LF	\$5.00	\$845.00	169	\$845.00	\$0.00	\$845.00		\$845.00	100.0%	\$0.00
13	Light-Type Stone Rip-Rap on Geotextile Liner	125	SY	\$100.00	\$12,500.00		\$0.00	\$0.00	\$0.00		\$0.00		\$12,500.00
14	Standard Storm Sewer Manhole (5' Dia.)	1	SY	\$3,000.00	\$3,000.00	3	\$9,000.00	\$0.00	\$9,000.00		\$9,000.00	300.0%	-\$6,000.00
15	Backyard Inlet (4' Dia.)	2	EA	\$3,500.00	\$7,000.00	2	\$7,000.00	\$0.00	\$7,000.00		\$7,000.00	100.0%	\$0.00
16	Curb Inlet, Type 1-A (L=5',W=3')	1	EA	\$4,300.00	\$4,300.00	1	\$4,300.00	\$0.00	\$4,300.00		\$4,300.00	100.0%	\$0.00
17	Curb Inlet, Type 1-A (L=10',W=4')	10	EA	\$6,000.00	\$60,000.00	10	\$60,000.00	\$0.00	\$60,000.00		\$60,000.00	100.0%	\$0.00
18	Seeding and Erosion Control	1	LS	\$1,340.00	\$1,340.00		\$0.00	\$0.00	\$0.00		\$0.00		\$1,340.00
19	Site Clearing and Restoration	1	LS	\$18,500.00	\$18,500.00	0.5	\$9,250.00	\$0.00	\$9,250.00		\$9,250.00	50.0%	\$9,250.00
					\$0.00		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<b>Totals</b>					<b>\$213,585.00</b>		<b>\$172,790.00</b>		<b>\$172,790.00</b>	<b>\$0.00</b>	<b>\$172,790.00</b>	80.9%	<b>\$40,795.00</b>

**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract): Harvest Point Phase 1										Application Number: 4			
Application Period: October 1, 2024 thru October 31, 2024										Application Date: October 31, 2024			
A	B	C	D	E	F	G	H	I	J	K	L		M
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED		Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)			From Previous Applications	This Period				
	<u>Water Line</u>						\$0.00				\$0.00		\$0.00
1	8" Water Line	3157	LF	\$65.00	\$205,205.00	934	\$60,710.00	\$0.00	\$60,710.00		\$60,710.00	29.6%	\$144,495.00
2	8" DICL SJ Water Line Pipe	16	LF	\$70.00	\$1,120.00	12	\$840.00	\$0.00	\$840.00		\$840.00	75.0%	\$280.00
3	12" DICL SJ Water Line Pipe	2	LF	\$550.00	\$1,100.00		\$0.00	\$0.00	\$0.00		\$0.00		\$1,100.00
4	8" Restrained Joint Water Line	60	LF	\$70.00	\$4,200.00		\$0.00	\$0.00	\$0.00		\$0.00		\$4,200.00
5	Fire Hydrant Assembly	6	EA	\$5,300.00	\$31,800.00	1	\$5,300.00	\$0.00	\$5,300.00		\$5,300.00	16.7%	\$26,500.00
6	8" Valve Assembly	7	EA	\$2,300.00	\$16,100.00	4	\$9,200.00	\$0.00	\$9,200.00		\$9,200.00	57.1%	\$6,900.00
7	8" Anchor Valve Assembly	3	EA	\$2,500.00	\$7,500.00	2	\$5,000.00	\$0.00	\$5,000.00		\$5,000.00	66.7%	\$2,500.00
8	8" Anchor Valve Assembly (Special)	3	EA	\$2,500.00	\$7,500.00	1	\$2,500.00	\$0.00	\$2,500.00		\$2,500.00	33.3%	\$5,000.00
9	Flushed and Vibrated Sand Backfill	190	LF	\$5.00	\$950.00	42	\$210.00	\$0.00	\$210.00		\$210.00	22.1%	\$740.00
10	Relocate Existing 2" Rural Water Line	850	LF	\$0.12	\$102.00		\$0.00	\$0.00	\$0.00		\$0.00		\$102.00
11	Seeding and Erosion Control	1	LS	\$2,679.00	\$2,679.00		\$0.00	\$0.00	\$0.00		\$0.00		\$2,679.00
12	Site Clearing and Restoration	1	LS	\$2,700.00	\$2,700.00	0.5	\$1,350.00	\$0.00	\$1,350.00		\$1,350.00	50.0%	\$1,350.00
<b>Totals</b>					<b>\$280,956.00</b>		<b>\$85,110.00</b>		<b>\$85,110.00</b>	<b>\$0.00</b>	<b>\$85,110.00</b>	30.3%	<b>\$195,846.00</b>