

MULVANE CITY COUNCIL  
SPECIAL MEETING AGENDA  
Wednesday December 18, 2024

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CLERK WILL READ INTO THE MINUTES THE REQUEST FOR THE SPECIAL MEETING	
Call Special Meeting to Order	
Roll Call	
Pledge of Allegiance	
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Bobby Kimble    30 years	
Joe McDaniel    25 years	
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City Clerk	
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1. Finance Report for November	131
City Attorney	
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1. Payroll dated 12/6/24 - \$249,938.09	
2. November Warrant Register – \$1,702,714.94	
3. Pay Appl. #5 – Harvest Point Phase 1 – McCullough Excavation – \$396,781.65	
4. Utility Write-offs for 2021 - \$8,727.56	
5. Purchase of Ferric Chloride from Brenntag for WWTP - \$12,850.00	

6. Purchase of Transformers – Midwest Electric - \$17,967.60

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

Next City Council Meeting – Monday, January 6, 2025 – 6:00 p.m.

2025 CIP Workshop – Monday, January 27, 2025 – 6:00 p.m. at the PIX

**ADJOURNMENT:**

**MULVANE CITY COUNCIL  
REGULAR MEETING MINUTES**

December 2, 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, Grant Leach, Trish Gerber, Todd Leeds.

**OTHERS PRESENT:** Austin St. John, Debra Parker, J. T. Klaus, Chris Young, Joel Pile, Gordon Fell, Mike Robinson, Rachael Blackwell, Jacob Coy, Malissa Long, Kande Jones, Andrea Kelly.

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

**APPROVAL OF REGULAR MEETING MINUTES:**

MOTION by Huntley, second by Leach to approve the Regular meeting minutes dated November 18, 2024.

MOTION approved unanimously.

**CORRESPONDENCE:** None

**PUBLIC COMMENTS:** None

**APPOINTMENTS, AWARDS AND CITATIONS:**

**1. Appointment to the All-Star Scholarship Board:**

The Kansas All-Star Scholarship Fund is a non-profit organization created for the purpose of supporting education and students in Sumner County and Mulvane, Ks. Students enrolled in grades K-12 receive a \$100 reward card to help with school expenses. Teachers receive \$500 to help purchase supplies for their classrooms. In addition, scholarships are awarded to students enrolled full-time in post-secondary classes following graduation. The 5-member Board of Directors oversees the administration of the Program. The City of Mulvane appoints one person to the Board every two years. The City Council appointed Joe Johnson to the Board in 2011. Johnson has been re-appointed every two years since 2011 and has agreed to be re-appointed for another two-year term.

MOTION by Gerber, second by Leach to re-appoint Joe Johnson to a two-year term to the Kansas All-Star Scholarship Board.

MOTION approved unanimously.

**OLD BUSINESS**

**1. Public Hearing to Amend the 2024 City Budget:**

On November 18, 2024, the City Council set a Public Hearing for December 2, 2024, to amend the 2024 City Budget. Expenditures for the Swimming Pool exceeded the approved 2024 budget amount. The City will need to make a larger transfer from the general fund to cover the expenditure.

Mayor Allen opened the Public Hearing and asked if anyone was present to speak. No one was present. Mayor Allen closed the Public Hearing.

MOTION by Huntley, second by Gerber to approve the 2024 amended budget.  
MOTION approved unanimously.

**2. Agreement with PEC for Downtown Preliminary Engineering Report:**

This item was presented to the City Council on November 18, 2024. The council wished to speak to a representative from the Mulvane Community Foundation (MCF) or the Mulvane Recreation Commission (MRC) regarding the program and moved to table the item.

The MCF and MRC have been working on a Community Development Block Grant (CDBG) application to help improve ADA accessibility to community businesses. The grant requires a Preliminary Engineering Report (PER) to be submitted with the application. Professional Engineering Consultants (PEC) submitted a proposal for the PER in the amount of \$13,000. The MCF and MRC are requesting the City fund the \$13,000. The CDBG has a 25% match.

MCF Director, Malissa Long, and MRC Representative, Kande Jones, provided the council with a copy of the notice business owners received explaining the grant program. Long advised that twenty-one (21) businesses are interested in the program. City Attorney, J.T. Klaus, wanted to make sure they have the business owner's consent and pointed out that once the findings report is complete, and the business owner is made aware of the ADA requirements, they must comply. The report would include a review of the property and needs of the building and would not be specific to just door openers. The council was concerned that this would create a burden on business owners. Councilmember Leeds asked if there were any grants available to help business owners with the expense of bringing their businesses into ADA compliance. It was noted that there may be some tax credits available.

The City Council asked if other communities have received this grant and how it affected the business owners. Long advised that Cottonwood Falls participated in the program. Since the application deadline is not until May 25, 2025, the council would like additional information before making any decisions. Long will check on providing more information to the council.

MOTION by Huntley, second by Leeds to remove the Agreement with PEC for a Preliminary Engineering Report from the agenda until further notice.  
MOTION approved unanimously.

## **NEW BUSINESS**

**1. Elected Official's Cellular Telephone Policy:**

City Administrator, Austin St. John, reviewed this item with the council. Mayor Allen requested the use of a city cell phone for city business purposes. The proposed policy provides guidelines for the use of a city cell phone by elected officials. City Attorney, J.T. Klaus, advised that the cell phone is the property of the City and any calls, text messages, etc. will be open record.

MOTION by Huntley, second by Leach to approve the Elected Official's Cellular Telephone Policy.  
MOTION approved unanimously.



**2. 2025 Employee COLA:**

City Administrator, Austin St. John, presented this item to the council. After recently conducting an employee survey, 59% of employees who responded indicated they were not satisfied with their pay. The City budgeted a 3.5% COLA increase for employees in 2025. With the decrease in the health insurance renewal premiums, the City will be below budget should the council wish to grant a COLA above what was budgeted for 2025. St. John reviewed the COLA history for city employees with the council. The council can decide if they wish to grant a COLA to employees in 2025 and if so, what percentage.

There was discussion that some job classifications, specifically Police Officers, are below the starting pay of surrounding communities. This makes it hard to recruit and retain officers. It was noted that there may need to be an adjustment to some job classifications and pay ranges in the future.

MOTION by Huntley, second by Leach to grant a 5% COLA to employees for 2025.  
MOTION approved unanimously.

**3. Purchase of Mini Excavator:**

Public Works Director, Jacob Coy, presented this item to the council. Coy is requesting the purchase of a mini excavator to be shared between departments. A mini excavator is easier to maneuver in tight spaces and can use various attachments, which is beneficial when maintaining steep drainage canals. This will allow crews to work faster, safer, and with less disruption in areas where space is limited, than using a traditional backhoe.

Quotes and demonstrations were received from three (3) dealers as follows:

Bobcat/White Star Machinery	\$65,400.00
Central Power Systems	\$67,797.54
Foley Equipment	\$74,909.78

Coy recommends approving the low bid for a Bobcat E40 R2-Series Bobcat Compact Excavator from White Star Machinery and Supply.

MOTION by Leach, second by Leeds to approve the purchase of the Bobcat E40 Series mini excavator from White Star Machinery for \$65,400.00, with the expense to be shared equally among the Streets, Electric, and Water Divisions.

It was noted that since part of the purchase would come from the Electric Department, that sales tax would apply to the whole amount.

MOTION was not approved with all councilmembers voting No.

MOTION by Leeds, second by Gerber to approve the purchase of the Bobcat E40 Series mini excavator from White Star Machinery for \$65,400.00 to be purchased with ARPA funds.

MOTION approved unanimously.

**ENGINEER**

**1. Main “A” Sanitary Sewer Phase 3 – Accept Bid and Issue Notice of Award:**

In November of 2022, the City modified the Main “A” Sanitary Sewer project scope from a single construction installation to multiple project phases. Phase 1 and 2 of the Project have been

completed, and the City is ready to move forward with Phase 3. Phase 3 Improvements will construct a new sewer from south of Prather St. to Ralph Bell Park. Due to the large amount of pavement replacement needed, the City requested bidders provide an “Add Alternate” bid for pavement replacement. Phase 3 bids were received and opened on November 14<sup>th</sup>. This project is being financed by General Obligation Bonds.

Bids were received from two (2) contractors. (Totals include the base bid plus alternate bid)

Apex Excavating, LLC	\$1,187,155.00
Nowak Construction	\$2,225,113.95

Staff recommends accepting the low bid from Apex Excavating, LLC and issue a Notice of Award.

MOTION by Huntley, second by Gerber that the City accept the low bid submitted by Apex Excavating, LLC in the amount of \$1,187,155.00 for Phase 3 Main “A” Sanitary Sewer Improvements and authorize the issuance of a Notice of Award.

MOTION approved unanimously.

**2. Harvest Point Street Improvements – Accept Bid and Issue Notice of Award:**

Bids for Harvest Point Street Improvements were received and opened on November 21, 2024.

Bids were received from three (3) contractors.

Kansas Paving	\$515,468.00
Apac-Kansas	\$538,802.03
Pearson Construction	\$552,399.80

Staff recommend accepting the low bid submitted by Kansas Paving and approve a Notice of Award.

MOTION by Gerber, second by Leach that the City accept the bid submitted by Conspec Inc. DBA Kansas Paving in the amount of \$515,468.00 for Street Improvements to serve the Phase 1 Harvest Point Addition and authorize the issuance of a Notice of Award.

MOTION approved unanimously.

**3. Emerald Valley 2<sup>nd</sup> Addition – Notice to Proceed:**

On October 3, 2024, the City received sealed bids for Utility and Mass Grading Improvements for Emerald Valley 2<sup>nd</sup> Addition with the low bid submitted by McCullough Excavation. On October 21, 2024, the council approved a construction agreement with McCullough Excavation pending receipt and approval of amended petitions and developer’s agreement. On November 4, 2024, the council approved the amended documents. Staff recommend approving a Notice to Proceed.

MOTION by Huntley, second by Leeds to approve a Notice to Proceed with McCullough Excavation, Inc. and authorize the Mayor to sign.

MOTION approved unanimously.

**4. Project Review and Update:**

Main “A” Sanitary Sewer Improvements Phase 3 – Accept bid and Notice of Award to Apex Excavating.

Phase 1 Harvest Point – Accept bid and Notice of Award to Kansas Paving for Street Improvements. The Contractor has completed Sanitary sewer installations. Storm sewer installations are 80% complete and water line installations are approximately 50% complete.

Emerald Valley Estates 2<sup>nd</sup> Addition – Notice to Proceed issued to McCullough Excavation.

The council had questions about the installation of fiber optics in the new additions. Public Works Director, Jacob Coy, advised they are working with the companies on the installation.

## **CITY STAFF**

**City Clerk:** Councilmembers will need to sign the Amended 2024 Budget sheet.

**City Administrator:** There is a Special Meeting Request for the joint Planning Commission and City Council workshop on December 12<sup>th</sup>. The request will need to be signed by three (3) councilmembers.

### **City Attorney:**

**1. Executive Session:** City Attorney, J.T. Klaus, requested an Executive Session for a period of fifteen (15) minutes to discuss matters deemed privileged in the attorney-client relationship.

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

MOTION approved unanimously at 7:17 p.m.

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

MOTION approved unanimously at 7:38 p.m.

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

### **CONSENT AGENDA ITEMS:**

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

1. Payroll Dated 11/22/24 - \$243,168.73
2. City Utility Bills for October - \$17,177.53
3. CMB License Renewals for Dillons, Dollar General, Iron Jacket BBQ

MOTION approved unanimously.

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

Planning Commission Meeting – December 12, 2024, at 7:30 p.m. – Discussion of Comprehensive Plan with RDG. (This will be a joint City Council and Planning Commission Workshop).

City Christmas Party – Friday, December 13, 2024 – 6:30 p.m. at the Kansas Star Casino Event Center.

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

### **ADJOURNMENT:**

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

MOTION approved unanimously at 7:40 p.m.

Minutes by:

Debra M. Parker, City Clerk

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

**Agenda Section:  
Appointment, Awards, and Citations:**

December 16, 2024

Employee of the Month Nomination:

Travis Patterson and Ben Pile – Public Works Dept.

Travis and Ben work for the Public Works Department/Utilities

On December 9, 2024, we were provided with a nomination for employee of the month by Deb Lankard at 530 E. Helbert. She recently experienced a water leak at her residence and Travis and Ben provided excellent customer service for restoring her water and washing her driveway.

She has requested Travis and Ben be recognized as Employee of the Month.

**==TRAVIS==**  
**AND BEN**  
**(Employee of the**  
**Month)**

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Thank you for  
washing out my  
driveway! I  
really appreciate  
it!

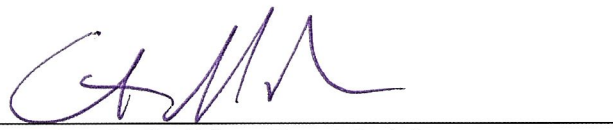
From,  
Deb

# Employee of the Month

*Travis Patterson*  
*December 2024*

Thank You for your dedicated service to  
The City of Mulvane

  
Brent Allen, Mayor

  
Austin St. John, City Administrator



# Employee of the Month

*Ben Pile*  
*December 2024*

Thank You for your dedicated service to  
The City of Mulvane



Brent Allen, Mayor



Austin St. John, City Administrator





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December 18, 2024

It is my privilege tonight to present three Mulvane Fire Service Awards, totaling over 85 years of service.

**25-Year Service Award for Joe McDaniel**

Today, we proudly celebrate Joe McDaniel for his 25 years of dedicated service to the Mulvane Fire Department and the community it serves. As a second-generation firefighter, Joe has carried on the legacy of his father, Milt McDaniel, who served on the City Fire Department, as well as his older brothers, Ed, Duane, and Jim, who have all made significant contributions to the fire service.

Since joining the Mulvane Fire Department in 1999 alongside Bobby Kimble and Lowell Ester, Joe has demonstrated what it means to serve with dedication and professionalism. Throughout his career, he has held various roles and earned national certifications as a Firefighter II, Driver/Operator, and EMT. Joe's expertise and leadership have been instrumental in advancing the department's mission, and his current role as a Part-Time Duty Officer continues to make a significant impact.

Joe's unwavering commitment to public safety, his mentorship of fellow firefighters, and his deep sense of duty have left an enduring mark on the department and the Mulvane community. We are profoundly grateful for his contributions over the past 25 years and look forward to the continued legacy he is building.

Congratulations, Joe, on this incredible milestone, and thank you for your outstanding service!

**30-Year Service Award for Bobby Kimble**

Today, we celebrate Bobby Kimble and his extraordinary milestone of 30 years of dedicated service. Bobby's journey as a firefighter began as a teenager in the Junior Fire Reserve program in 1974, inspired by his father, John Kimble, a former City Fire Chief. Over the years, Bobby has demonstrated exceptional commitment, professionalism, and leadership across various roles, from his time in the Air Force Fire Department to the Boeing Fire Department, and as a steadfast member of the Mulvane Fire Department.

As a nationally certified Firefighter II, Driver/Operator, and Fire Instructor, Bobby has consistently raised the bar for excellence in public service. His contributions have been instrumental in shaping the safety and preparedness of our community, especially during

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ADMINISTRATION • (316) 777-4262 FAX • (316) 777-0240**



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JSC Class 3 / 5

his tenure as Assistant Fire Chief and Duty Officer. Even after retiring in 2014, Bobby continued his service by returning in 2019 to support Station #2, exemplifying his unwavering dedication to protecting and serving others.

We are deeply grateful for his commitment and proud to recognize him for the profound impact he has made on our fire department and the community of Mulvane. Congratulations, Bobby, and thank you for your remarkable legacy!

**30-Year Service Award for Lowell Ester**

Today, we celebrate a remarkable milestone for Lowell Ester, who has been an integral part of our team for the past three decades. Where do we start!

Since joining the department—back in what some might jokingly call the "Stone Age"—Lowell has been our go-to expert for everything (radio systems, vehicles, fire, water, ems, dispatch, Facebook, dining locations, etc.), serving not only us but also countless public safety agencies throughout the region. Just how good is he? Lowell has been known (by Dispatchers) to hear calls before they have even occurred. His dedication and expertise have been critical in keeping our department progressive and ahead of the curve as an advocate for updated equipment and gear, ensuring our team is always equipped to perform at its best.

Lowell played a key role in the creation of pivotal initiatives such as the County Wildland Task Forces, the Water Rescue Team, and our Auto Aid system. The partnerships that Lowell has created have secured a proper emergency response for thousands of area citizens. His impact extends beyond operations—he’s helped save the city significant resources by writing and securing numerous grants. He has also preserved the department's history, ensuring every member, new or seasoned, has the opportunity to learn from our past.

His knowledge and dedication are recognized not just within our department, but across the state and the Midwest. Its safe to say we would not be where we are today without him.

Lowell, thank you for your 30 years of outstanding service, leadership, and friendship. Congratulations on this well-deserved recognition!

This 85 plus years of service is a testament to their passion, resilience, and selflessness.

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ADMINISTRATION • (316) 777-4262 FAX • (316) 777-0240**

City Council Meeting  
December 16, 2024

TO: Mayor and Council

FR: City Staff

RE: **Mulvane Community Foundation – subsidy**

ACTION: **Provide funding to help support the MCF.**

**Background:**

The Mulvane Community Foundation was established as an official 501(c)3 in 2017 in order to provide an outlet to make it possible for the community and organizations to support local events and activities. The mission soon expanded to include opportunities for people to make permanent endowments for the betterment of Mulvane.

The current board of six members includes:

Brent Allen, president

Nancy Armstrong, vice president and secretary

Danielle Martin, treasurer

Beckie Bower, member at large

Catlin Martin, member at large

Scott Nelson, member at large

Currently, the Mulvane Community Foundation assists with authorized pass-through funds for

- the Mulvane WildActs Community Theater
- Mulvane Mental Health Coalition
- Getting Ahead Program
- Mulvane Community Service Awards
- Doc Sunback Film Festival
- Wildcat Community Connects Lunch Money Fund

In addition to community events, the foundation enhances the quality of life for our citizens in many other ways. The foundation offers a legal avenue for individuals and organizations to collect funds through various charity means.

The MCF has:

- Added the Mental Health Voucher Program
- Found grant funding for various endeavors.
- Added an event that focuses on local performing and visual arts.
- assisted with marketing and support of many other activities in the community.

**Analysis:**

The MCF is proposing that you help us continue to employ our director that is employed and managed by the board so that the events, activities, and opportunities can continue.

As per the attached letter, the MCF would like to request \$25,000 toward expenses for continuing to employ a part-time director for 2024. This year, we will continue to work towards our goal of our strategic plan to become independently sustainable in the future (5-10 years). Our long-term goal is to train this director and utilize funds from donations and interest on deposits to cover the staffing and overhead expenses without needing funds from the city on a recurring or permanent basis.

This financial support could mean the continuation of this valuable Mulvane-focused charitable and non-profit organization for the enhancement of the quality of life and benefit of our citizens.

The future holds a great deal of opportunity for applying for and securing grants for charitable and non-profit organizations. This would be a good community development opportunity.

**Financial Considerations:**

The funds for the MCF come from the Contingency line item of the General Fund.

**Legal Considerations:**

In order to comply with the cash basis law, a request must be made by the Community Foundation and approved annually, subject to renewal by the city council each year. The MCF director is not an employee of the city but is hired and supervised by the MCF board. The city is not obligated to provide benefits to the position. This provides greater autonomy to the Community Foundation.

**Discussion:**

**Recommendation:**

**Motion to approve the Mulvane Community Foundation request for funds in the amount of \$25,000.00. for 2025.**

City Council Meeting  
December 16, 2024

TO: Mayor and Council

FR: Malissa Long

RE: **Mulvane Community Foundation – subsidy**

ACTION: **Provide funding to help support the MCF**

I am requesting the continuation of a subsidy to help fund a part-time director for the Mulvane Community Foundation for 2025.

The Mulvane Community Foundation was established as an official 501(c)3 in 2017 to provide an outlet for the community and organizations to support local events and activities. The mission soon expanded to include opportunities for people to make permanent endowments for the betterment of Mulvane.

We currently have a board of six members, including:

Brent Allen, president

Nancy Armstrong, vice president and secretary

Danielle Martin, treasurer

Beckie Bowers, member at large

Caitlin Martin, member at large

Scott Nelson, member at large

We propose that we continue employing a part-time executive director who is employed and managed by the board so that the events, activities, and opportunities can continue to support our community and expand the support we offer that will impact the community beyond our lifetime.

Currently, the Mulvane Community Foundation assists with authorized pass-through funds for

- the Mulvane WildActs Community Theater
- Mulvane Mental Health Coalition
- Getting Ahead Program
- Mulvane Community Service Awards
- Doc Sunback Film Festival
- Mulvane Golden Easter Egg Hunt
- the Mulvane Community Christmas Tree Lighting Ceremony
- Ballet at the Bandshell
- the Mulvane Community Puzzle Hunt
- Mulvane Art Train
- Wildcat Community Connects Lunch Money Fund



- Holiday Wreath Sale

In addition to community events, the foundation enhances the quality of life for our citizens in many other ways. The foundation offers a legal avenue for individuals and organizations to collect funds through various charity means.

The MCF has:

- Added the Mental Health Voucher Program
- Found grant funding for various endeavors.
- Added an event that focuses on local performing and visual arts.
- assisted with marketing and support of many other activities in the community.

The MCF would like to request \$25,000 toward expenses for continuing to employ a part-time director in January 2025. This year, we will continue to work towards our goal of our strategic plan to become independently sustainable in the future (5-10 years). Our long-term goal is to train this director and utilize funds from donations and interest on deposits to cover the staffing and overhead expenses without needing funds from the city on a recurring or permanent basis.

This financial support could mean the continuation of this valuable Mulvane-focused charitable organization to enhance the quality of life and benefit our citizens.

We appreciate your consideration of this request.

Malissa Long

# Mulvane Community Foundation

## Balance Sheet

As of November 26, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Carson Checking - 8337	0.00
01 - Mulvane Community Foundation Balance	5,488.37
02 - Director's Budget Balance	14,619.51
03 - Mulvane WildActs Community Theater Balance	3,553.14
04 - Ballet In The Park Balance	-6.41
05 - Pix Marquee Balance	-16.61
06 - The Golden Egg Hunt Balance	150.00
07 - Wildcat Community Connections Balance	1,243.85
08 - Mulvane Mental Health Coalition	4,908.42
09 - Getting Ahead	4,041.80
10 - Doc Sunback	2,482.10
<b>Total Carson Checking - 8337</b>	<b>36,464.17</b>
GiveButter	2,499.00
<b>Total Bank Accounts</b>	<b>\$38,963.17</b>
Accounts Receivable	
Accounts Receivable (A/R)	100.00
<b>Total Accounts Receivable</b>	<b>\$100.00</b>
<b>Total Current Assets</b>	<b>\$39,063.17</b>
<b>TOTAL ASSETS</b>	<b>\$39,063.17</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Credit Cards	
M. LONG (9604) - 1	5,032.41
Z. KIMBLE (9272) - 1	-3,169.20
<b>Total Credit Cards</b>	<b>\$1,863.21</b>
<b>Total Current Liabilities</b>	<b>\$1,863.21</b>
<b>Total Liabilities</b>	<b>\$1,863.21</b>
Equity	
Retained Earnings	45,832.33
Net Income	-8,632.37
<b>Total Equity</b>	<b>\$37,199.96</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$39,063.17</b>

# MCF Estimated Budget 2025

## Income

Community General Fund Donations	\$10,000
Government Grants	\$25,000
<b>Total Income</b>	<b>\$35,000</b>

## Expenses

Director Wages	\$21,900
Phone	\$900
Office	\$1,800
Office Supplies	\$500
Marketing	\$800
Direct Mail Campaign (USPS Calculator)	\$3,500
Annual Conference	\$800
Membership Fees	\$500
Post Office Box	\$100
Special Events	\$3,200
Miscellaneous	\$1,000
<b>Total Expenses</b>	<b>\$35,000</b>

## Difference

<b>Total Income</b>	<b>\$35,000</b>
<b>Total Expenses</b>	<b>\$35,000</b>



City Council Meeting  
December 18, 2024

TO: Mayor and City Council  
FROM: Kaylie Mistretta, Senior Center Director  
RE: Volunteer Transportation Agreement between  
Sedgwick County & City of Mulvane  
ACTION: Approval of Volunteer Transportation Services Agreement

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Background:

The Mulvane Senior Center currently utilizes RSVP (Retired Senior Volunteer Program) volunteers who provide transportation services for seniors 60 years of age and older. The City originally signed an agreement with the Sedgwick County Department on Aging in October, 2015 and then has renewed the agreement each year to provide the Senior Center with some reimbursement for volunteer drivers in the transportation program. The agreement is once again up for renewal.

Financial Considerations:

This Agreement will compensate for a fee-for-service basis, which is seven dollars (\$7) per coordinated ride, not to exceed \$2,000 per year. from the County to the Mulvane Senior Center for 2025. The term coordinated ride means a single one-way ride for one single rider or for multiple riders who have the same origin and destination.

2016 - \$1,519.00

2017 - \$1,771.00

2018 - \$1,995.00

2019 - \$1,995.00

2020 - \$1,253.00

2023 - \$7,189.00

2024 - Have not received the final amount yet.

Legal Considerations:

The City Attorney has reviewed the annual agreement from past years.

All drivers must be RSVP Registered Volunteers. Volunteer Drivers supply their own personal insurance information and their driver's License information when they register.

The program conducts a criminal history and sex offender background check on eligible volunteers. The program purchases excess liability coverage on each volunteer in the performance of their volunteer duties. The volunteer driver's insurance is the primary coverage.

The contract between the Mulvane Senior Center and the Sedgwick County Department on Aging's Transportation Program has to be renewed in order to continue to receive reimbursement. If the Center fails to comply with the performance terms of the contract, the Center will have breached the contract and it may be canceled, terminated or suspended.

Recommendation:

Motion to approve the Volunteers Transportation Agreement between the City of Mulvane, Kansas and Sedgwick County, Kansas for providing transportation services pursuant to the RSVP Transportation Program.

# VOLUNTEER TRANSPORTATION SERVICES AGREEMENT

by and between:

**SEDGWICK COUNTY, KANSAS**

and

**CITY OF MULVANE, KANSAS**

**Mulvane Senior Center**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Sedgwick County, Kansas ("County") and the City of Mulvane, Kansas ("Contractor").

WITNESSETH:

**WHEREAS**, County, by and through its Department of Aging & Disabilities, desires to make available coordination of volunteer transportation services to those residents of Sedgwick County; and

**WHEREAS**, Contractor warrants that it is fully capable of providing said coordination of volunteer transportation services; and

**WHEREAS**, County desires to engage Contractor to provide said coordination of volunteer transportation services; and

**WHEREAS**, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. **Purpose and Scope of Work.** It is mutually agreed by and between County and Contractor that it is the purpose of this Contract that Contractor provide a program of volunteer transportation services as provided by the RSVP Volunteer Program drivers with rides to be coordinated by the Contractor. Contractor understands and agrees that it will be responsible for coordinating needed transportation services that will then be carried out by the County's RSVP volunteers. The parties agree that time is of the essence in Contractor's performance of this Agreement.

2. **Term.** The Agreement shall be for one (1) year, commencing January 1, 2025 and ending December 15, 2025. The Sedgwick County Manager is authorized to approve any renewals on behalf of Sedgwick County Department of Aging & Disabilities.

3. **Prohibition on Rides Provided.** County will not authorize compensation to Contractor for coordinated rides for RSVP volunteer's relatives being transported in the same vehicle. For purposes of this Agreement, the term "relative" includes spouses/partners, siblings, brothers or sisters-in-law, children or stepchildren, grandchildren, great-grandchildren, and any individual, related or not, residing at the same address of the RSVP volunteer. No trip will be compensated if the trip goes beyond the following counties: Butler, Cowley, Harper, Harvey, Kingman, Reno and Sumner.

4. **Incorporation of Documents.** Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment) and Appendix B (Sedgwick County Mandatory Independent Contractor Addendum) are attached hereto and are made a part hereof as if fully set forth herein.

## General Terms and Conditions

1. **Contractual Relationship.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

2. **Authority to Contract.** Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

3. **Compensation.** Contractor understands and agrees that any and all compensation provided under this Agreement is on a fee-for-service basis, which is seven dollars (\$7.00) per coordinated ride – not to exceed \$2,000 per year. For purposes of this Agreement, the term "coordinated ride" means a single one-way ride for one single rider or for multiple riders who have the same origin and destination. These fees include all of Contractor's time, labor and equipment, travel, and all other expenses associated with the provision of goods, equipment and/or services, and shall be the sole compensation rendered to Contractor hereunder. Under no circumstances shall the compensation paid under this Agreement exceed available program funds.

4. **Invoicing and Billing.** Contractor shall submit all invoices and/or billing statements no later than the tenth (10<sup>th</sup>) day of each month.

Pages must include the following information:

- a. Date of trip(s) coordinated
- b. Volunteer driver assigned
- c. Origin and destination addresses
- d. Purpose/description of the ride
- e. Name of passenger(s)
- f. Miles driven with passenger(s) (not from start and end of volunteer home, apt., etc.) per trip
- g. Amount of time driven (in hours and minutes) with passenger(s) (not to include non-road time with passenger(s))
- h. Amount of non-road time (escorted) with passenger(s) (in hours and minutes)

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County.

Contractor understands and acknowledges that statements for rides coordinated in the last month of this Agreement must not carry over into the new funding year (beginning January 1, 2026). Accordingly, all statements for services rendered under this Agreement must be submitted to the County no later than December 15, 2025. County will not honor any requests for reimbursement compensation received after that date. County will not honor any requests for reimbursement compensation received after that date.

**5. Warranties and Representation.** Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Agreement both as to time and quantities, with County reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. In the event no quality is specified on the face hereof, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If delivery of goods or equipment and/or rendering of services cannot be maintained, Contractor must notify County immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, County reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which County may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

**6. Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

**County:** Sedgwick County Department of Aging & Disabilities  
Attn: Contract Notification  
271 W. 3rd Street N., Suite 500  
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office  
Attn: Contract Notification  
100 N. Broadway, Suite 650  
Wichita, Kansas 67202

**Contractor:** City of Mulvane, Kansas  
Attn: Mayor  
211 N. Second  
Mulvane, KS 67110

**7. Termination.**

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole

discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. **Termination for Convenience.** County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. **Reduction in Funds.** It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

8. **Hold Harmless.** Contractor shall indemnify County, and it's elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

9. **Entire Agreement.** This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

10. **Assignment.** Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

11. **Amendments.** Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

12. **Subcontracting.** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

13. **Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

14. **Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

15. **Force Majeure.** Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

16. **Order of Preference.** Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment (Appendix A)
- b. Sedgwick County Mandatory Independent Contractor Addendum (Appendix B)
- c. Written modifications and addenda to the executed Agreement
- d. This Agreement document

17. **Environmental Protection.** Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

18. **Nondiscrimination and Workplace Safety.** Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

19. **Retention of Records.** Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by Contractor in relation to this Agreement shall be owned by County and shall be handed over and/or returned to County upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the County.

21. **Intellectual Property Rights.** As applicable, all original software, software code, and/or intellectual property developed or created by County in relation to this Agreement shall remain the sole property of the County. Contractor shall surrender all original written materials, including, but not limited to any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, and any and all intellectual property to County upon the expiration or termination of this Agreement.

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

SEDGWICK COUNTY, KANSAS

CITY OF MUVLANE, KANSAS

\_\_\_\_\_  
Thomas J. Stolz, County Manager

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

APPROVED AS TO FORM ONLY:

ATTESTED TO:

\_\_\_\_\_  
Kevin T. Stamper  
Assistant County Counselor

\_\_\_\_\_  
Kelly B. Arnold  
County Clerk



**APPENDIX A**  
**SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT**

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality.** County and Contractor, to the extent applicable, must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement and the production of records. In addition, Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement and shall maintain such information securely and confidentially. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with applicable laws. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the

period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed Agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the Agreement, County will offset said delinquent taxes by the amount of the payment due under the Agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.
18. **Inapplicability to Municipal Contractors.** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, 17.
19. **Safety Recall Notices.** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section 18 survives expiration or

termination of the Agreement.

20. **Generative AI.** Contractor shall disclose any use of Generative AI which processes, involves, has access or exposure to, impacts, or potentially impacts the County or County data, systems, goods, services, or products. In addition to the foregoing, Contractor shall specifically identify when Generative AI is intended for use to draft reports containing recommendations that involve engineering judgment or propose decisions, actions, or inactions that involve or rely upon professional engineering knowledge or experience. For purposes of this section, Generative AI is artificial intelligence capable of generating text, images, or other media, using generative models. In the event of any such disclosure, County may, in its sole discretion, deny the use of the Generative AI in performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided.

In addition, Contractor shall not expose or input any confidential County data, records, processes, or other types of information into Generative AI. Confidential data shall constitute Personal Health Information, medical records, legal or privileged records, personnel records, similarly sensitive records, or other types of data or records identified as confidential by County.

21. **Breach of System.** To the extent Contractor accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses County records or data, it shall, following the discovery of a breach or compromise of Contractor's system or of County information, immediately notify the County of such breach or compromise. Such notice shall include the County data or records that have been, or is reasonably believed by the Contractor to have been, used, accessed, acquired, or disclosed. Contractor shall provide County with any other available information that County reasonably requests or could be used to protect County's own system and data. Within five (5) days of the incident, Contractor shall provide County, in writing, a plan contained remedial steps being taken to address the compromised or potentially compromised data and future plans to prevent recurrence of the same or similar breach. If such remediation plan is acceptable to County IT, Contractor shall immediately implement the plan. In the event the remediation plan is not acceptable to County IT, both parties shall negotiate in good faith for Contractor to provide security protection for the County and/or individuals potentially impacted by the breach.

## APPENDIX B

### SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.
2. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder
3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.
4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.
5. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. County will not provide training or instruction to Contractor regarding the performance of services hereunder.
9. Contractor will not receive benefits of any type from County.
10. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for County.
11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
12. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.
13. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

City Council Meeting  
December 18, 2024

TO: Mayor and City Council  
FROM: Kaylie Mistretta, Senior Center Director  
RE: Senior Center Agreement between Sedgwick County & City of Mulvane  
ACTION: Approval of Agreement for Senior Centers with Sedgwick County

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Background:

Since 2019, the City of Mulvane, Kansas (the “City”) has contracted with Sedgwick County, Kansas (the “County”) to establish a collaborative framework for the operation of the senior center. The Agreement for Senior Centers (the “Agreement”) is substantially the same as prior years. The Agreement outlines the terms and conditions for the operation and management of senior centers within our jurisdiction.

Mulvane Senior Center is a community focal point where seniors can go for a variety of services, education, and social activities for adults age 55 and older. In order to receive County funding, each senior center is required to provide certain types of programming based on the level of senior center.

The key provisions/highlights of the Agreement include:

- Operational Framework:
  - Clearly defined roles and responsibilities for both County and the City in the operation and management of the senior center.
- Financial Arrangements:
  - Details regarding the allocation of financial resources and funding responsibilities for the senior center.
- Programs and Services:
  - Commitments on the development and implementation of diverse programs and services that cater to the needs and interests of our senior community.
- Maintenance and Upkeep:
  - Specifications regarding the maintenance and upkeep of the senior center, ensuring a safe and welcoming environment for all participants.

Financial Considerations:

Subject to County appropriation, this Agreement will provide \$35,000 for salaries from the County to the Mulvane Senior Center for 2025.

Legal Considerations:

The City Attorney has reviewed the Agreement. He notes that the City's proof of insurance requirements (including any automobile used) are contained in the contract. The Contract requires careful documentation of costs, monthly reporting, and written safeguards against any conflicts or private gain.

Recommendation:

**Motion to approve the Agreement for Senior Centers for the Mulvane Senior Center between the City, Kansas and Sedgwick County, Kansas for the 2025 budget year.**

**AGREEMENT FOR SENIOR CENTERS**  
by and between:

**SEDGWICK COUNTY, KANSAS**  
and  
**CITY OF MULVANE, KANSAS**  
Mulvane Senior Center

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Sedgwick County, Kansas (“County”) and City of Mulvane, Kansas (“Contractor”).

WITNESSETH:

**WHEREAS**, County wishes to make available certain senior center services to older adult residents of Sedgwick County; and

**WHEREAS**, County desires to engage Contractor to provide said services; and

**WHEREAS**, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

**SECTION 1: SCOPE OF SERVICES**

**1.1 Purpose and Scope of Work.** Contractor shall provide senior center services to eligible Sedgwick County participants, as those participants are defined herein. The parties agree that time is of the essence in Contractor’s performance of this Agreement.

**1.2 Term.** This Agreement shall be for a period commencing January 1, 2025 and ending December 15, 2025. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after December 15, 2025, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2026 and (b) funds are available for the 2026 program year.

**SECTION 2: CONTRACTOR’S REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants the following:

- a. Any funds provided for services under this Agreement which are unexpended upon termination of this Agreement will be returned to County.
- b. Its records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- c. This Agreement will be evaluated by County in terms of obtaining goals and objectives.
- d. It shall provide written notice to the Director of the Sedgwick County Department of Aging & Disabilities if it is unable to provide the required quantity or quality of services.

- e. It shall submit required eligible participant data reports and demographics reports by the 10th day of the month semi-annually (i.e. July and January). These semi-annual reports will include the information as set forth in Exhibit C, which is attached hereto and incorporated as if fully set forth herein.
- f. All applicable records will be maintained by Contractor on such forms, as the Director of the Sedgwick County Department of Aging & Disabilities shall designate. Contractors who do not submit required reports in accordance with this paragraph will not be sent payments by the County until they are deemed in compliance with the requirements of this Agreement.
- g. To provide the Sedgwick County Department of Aging & Disabilities a copy of its Organizational Chart. This will be submitted at the beginning of the Contract year. Updated copies will be submitted promptly if changes occur during the duration of this Agreement.
- h. To provide the Sedgwick County Department of Aging & Disabilities a list of its Board of Directors, which is to include each member's name, address and phone number. This should be submitted at the beginning of the contract year. Updated copies will be submitted promptly if changes occur during the duration of this Agreement.
- i. To provide a smoke free building. In the event that Contractor does not provide a building, which is smoke free in accordance with this paragraph, no payment will be sent by County until Contractor is deemed compliant with the requirements of this paragraph.
- j. Attendance is required at the quarterly Senior Center Summit meetings. Notice of the meeting times and places will be provided by the Sedgwick County Department of Aging & Disabilities.
- k. An eligible participant in this program is:
  - i. a resident of Sedgwick County, Kansas; and
  - ii. fifty-five (55) years of age or older.

**SECTION 3: COMPENSATION AND BILLING**

**3.1 Compensation.** Payments made to Contractor pursuant to the terms of this Agreement shall be reimbursed at:

Salaries	\$35,000.00
<b>TOTAL</b>	<b>\$35,000.00</b>

County and Contractor agree that under no circumstances shall the total compensation paid to Contractor under this Agreement exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00). This reimbursement shall be the sole compensation rendered to Contractor hereunder.

**3.2 Invoicing and Billing.** Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Paragraph 3.1, Contractor shall submit billing for services provided to the County by the 10<sup>th</sup> day of each month or on a quarterly basis. Payment to Contractor shall be made within 30 days following receipt of Contractor’s billing. Billings submitted after the 10<sup>th</sup> of the month may be rolled over to the next billing cycle. Line item billings must include documentation to be support the invoice request. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items are those that are authorized



by Paragraph 3.1. The County reserves the right to disallow reimbursement for any item or service billed by Contractor if the County believes that any item or service was not provided to support the contract purpose.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County. All invoices must be submitted on or before December 15, 2025. County will not honor any requests for reimbursement compensation received after this date.

**3.3 Non-Supplanting Existing Funds.** Grant funds made available under County mill levy grants and administered under this Agreement will not be used to supplant existing funds and/or funding sources, but will rather be used to increase the amounts of those other funding sources.

**3.4 Reprogramming of Funds.** In the event the amount of funds County actually receives from the mill levy is less than anticipated, or in the event that no funds are available to County for funding this Agreement, Contractor understands and agrees that County may decrease the total compensation and reimbursement to be paid hereunder, or may suspend or terminate this Agreement without penalty.

#### SECTION 4: CONTRACTOR'S PERSONNEL

**4.1 Qualified Personnel.** Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the services as described herein. Such personnel shall not be Sedgwick County Department of Aging & Disabilities employees or have any other contractual relationship with the Sedgwick County Department of Aging & Disabilities. All of Contractor's personnel engaged, directly or indirectly, in the provision of services shall meet the requirements of this Agreement, all applicable federal laws, and all applicable laws of the State of Kansas.

**4.2 Minimum Wage.** Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

**4.3 Employee Conflict of Interest.** Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

Contractor shall submit written notice to County in the event Contractor becomes aware that:

- a. an employee of the Department of Aging & Disabilities is also an employee of Contractor at the time this Agreement is executed;
- b. an employee of Contractor seeks additional/alternate employment with the Department of Aging & Disabilities during the term of this Agreement; or
- c. an employee of the Department of Aging & Disabilities seeks additional/alternate employment with Contractor during the term of this Agreement.

The Department of Aging & Disabilities shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The Department of Aging & Disabilities may immediately terminate this Agreement without any further liability to Contractor if Contractor fails to adhere to the Department of Aging & Disabilities' decision.

**4.4 Interest of Contractor.** Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of program services pursuant to this Agreement.

**4.5 Interest of Public Officials and Others.** No County officer or employee, or any member of its governing body or other public official, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**4.6 Advisory Council Members.** *[reserved]*

**4.7 Gratuities and Favors.** Contractor shall not directly or indirectly offer to any of County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

**4.8 Participant Safeguards.** Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding execution of this Agreement or, at any time during the pendency of this Agreement, are restricted as follows:

- a. persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing services, administering this Agreement, or handling any funds conveyed hereunder;
- b. persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing services or otherwise interacting in any way with persons served pursuant to this Agreement; and
- c. persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8- 2116 and 8-2118.
- d. The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.
- e. Any issues concerning the interpretation of this Section 4.8 or its application to an individual shall be referred to the Director of the Sedgwick County Department of Aging & Disabilities. The Director's decision shall be final for purposes of compliance with this Agreement.

## **SECTION 5: RECORDS, REPORTS, INSPECTIONS AND AUDITS**

**5.1 Internal Review and Corrective Action.** Internal review and corrective action shall be carried out pursuant to the Department of Aging & Disabilities' Policies and Procedures Manual. An individual who feels that she or he has been treated in an unfair or discriminatory manner by employees, contractors or providers should contact County within sixty (60) days of the occurrence. An incident report will be completed and forwarded to the Director of the Sedgwick County Department of Aging & Disabilities for review. The Director will issue a timely written response to the individual, addressing his or her concern and detailing any actions taken to correct the inappropriate treatment. The decision by the Director is considered to be the final action on the issue. Identities of individuals filing a grievance shall be kept confidential to the extent possible.

**5.2 Notice of Action-Including Notice of Appeal Rights.** To the extent permitted by law, Contractor shall retain the right to appeal any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*).

**5.3 County Audit.** County may request an audit for all funds received by Contractor from County as part of this Agreement. Any such audit shall be performed in accordance with the provisions of this Agreement. The audit shall cover Contractor's Accounting Information and other financial records which apply to this Agreement only. A copy of the audit requested by County shall be provided to the Department of Aging & Disabilities within twenty (20) days after receipt thereof. The audit may be requested by County at any time throughout the duration of this Agreement.

**5.4 Audits by State or Federal Agencies.** Contractor shall assist County in any audit or review of the Program which might be performed by the Kansas Division of Legislative Post Audit or by any other local, state or federal agency by making persons or entities, documents, and copies of documents subject to Contractor's control available for the auditors or their representatives.

**5.5 Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.

**5.6 Reports.** During the term of this Agreement, Contractor shall furnish to County, in such form as County may require and upon County's request, such statements, records, reports, data and information pertaining to matters covered by this Agreement.

In addition, Contractor shall use the MySeniorCenter database platform to track membership, attendance, activities, reports, and any other information related to the program requirements of the Sedgwick County Department of Aging & Disabilities as outlined in this Agreement. County shall pay the cost of Contractor's MySeniorCenter database. At County's request, Contractor shall provide County with "administrator" access to Contractor's MySeniorCenter database, and such access shall include membership, attendance, activities, reports, and any other information related to the program requirements of the Sedgwick County Department of Aging & Disabilities as outlined in this Agreement.

Payments to Contractor may be withheld by County if Contractor fails to provide all required reports in a timely, complete and accurate manner. Any payments withheld pursuant to this Section 5.6 shall be submitted to Contractor when all requested reports are furnished to County in an acceptable form. All records and information used in preparation of reports are subject to review by County to ensure the accuracy and validity of the information reported.

Without limiting the foregoing, Contractor shall report the following information to the Department of Aging & Disabilities on a semi-annual basis no later than the tenth (10<sup>th</sup>) day of July 2025 and January 2026:

- a. an unduplicated count of program customers served; and
- b. such other data necessary to evaluate the program's effectiveness and efficiency.

**5.7 Retention of Records.** Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence

involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

**5.8 Access to Records.** At any time during which records are retained by Contractor pursuant to Section 5.7 herein, Contractor shall make any and all of its records, books, papers, documents and data available to County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:

- a. assisting in litigation or pending litigation; or
- b. any audits or examinations reasonably deemed necessary by the Department of Aging & Disabilities.

## **SECTION 6 :SUSPENSION & TERMINATION**

**6.1 Suspension of Services.** County may, in its sole discretion, indefinitely suspend Contractor's performance of services pursuant to this Agreement by providing a two (2) day notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from County.

### **6.2 Termination.**

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

## **SECTION 7 :MISCELLANEOUS**

**7.1 Contractual Relationship.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an

independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County’s workers’ compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

**7.2 Authority to Contract.** Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor’s governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

**7.3 Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

**County:** Sedgwick County Department of Aging & Disabilities  
 Attn: Contract Notification  
 271 West 3<sup>rd</sup> St. North, Suite 500  
 Wichita, Kansas 67202

and

Sedgwick County Counselor’s Office  
 Attn: Contract Notification  
 100 North Broadway, Suite 650  
 Wichita, Kansas 67202

**Contractor:** City of Mulvane, Kansas  
 Attn: City Clerk  
 211 N. Second  
 Mulvane, Kansas 67110

**7.4 Hold Harmless.** Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor’s negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

**7.5 Liability Insurance.** Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

<b>Workers’ Compensation</b> Applicable State Statutory Employer’s Liability	
<b>Employer’s Liability Insurance:</b>	\$100,000.00

<b>Contractor's Liability Insurance:</b> Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
<b>Bodily Injury:</b> Each occurrence Aggregate	\$500,000.00 \$500,000.00
<b>Property Damage:</b> Each occurrence Aggregate	\$500,000.00 \$500,000.00
<b>Personal Injury:</b> Each person aggregate General aggregate	\$500,000.00 \$500,000.00
<b>Automobile Liability – Owned, Non-Owned, and Hired:</b> Bodily injury each person Bodily injury each occurrence	\$500,000.00 \$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

**7.6 Entire Agreement.** This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

**7.7 Assignment.** Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

**7.8 Amendments.** Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

**7.9 Subcontracting.** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

**7.10 Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

**7.11 Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

**7.12 Force Majeure.** Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

**7.13 Order of Preference.** Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment
- b. Sedgwick County Mandatory Independent Contractor Addendum
- c. Written modifications and addenda to the executed Agreement
- d. This Agreement document

**7.14 Environmental Protection.** Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

**7.15 Nondiscrimination and Workplace Safety.** Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

**7.16 Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

**7.17 Required Certifications.** If Contractor is organized as a business entity of any sort, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas in the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to County on or before execution of this Agreement.

**7.18 Certificate of Tax Clearance.** Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

**7.19 Open Meetings.** By accepting funding from County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County officials and/or employees.

**7.20 Publicity.** Contractor shall not publicize in any manner whatsoever its participation in this Agreement, or the program services provided hereunder, without prior written consent of the County. County's support of program services shall be conspicuously acknowledged in all publicity releases.

**7.21 Signs/Decals.** Contractor agrees to allow County, upon County's request, to place signs and/or decals on Contractor's premises, the precise location of which shall be agreed upon by both parties. Such signs and/or decals shall state "A portion of the funding for this program is provided by the Board of Sedgwick County Commissioners."

**7.22 Publication of Contract Results.** If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work. However, County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

**7.23 Documentation of Originality or Source.** All published and/or written reports submitted under this Agreement, or in conjunction with any thirty-party agreements hereunder, will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in published material and/or written reports shall identify the source in either the body of the publication and/or written report or in a footnote, regardless of whether the material is use verbatim or in an extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from Sedgwick County.

**7.24 Drug Free Work Place Act of 1988 (49 CFR Part 32).** Contractor is required to provide a drug-free workplace and comply with the Drug Free Work Place Act of 1988 as prescribed in 49 CFR Part 32.

**7.25 Incorporation of Documents.** Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment), Exhibit B (Sedgwick County Mandatory Independent Contractor Addendum), and Exhibit C (Program Goals and Objectives) are attached hereto and are made a part hereof as if fully set forth herein.

**[remainder of page intentionally left blank]**



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

SEDGWICK COUNTY, KANSAS

CITY OF MULVANE

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Ryan Baty, Chairman  
Commissioner, Fourth District

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Mayor

APPROVED AS TO FORM ONLY:

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Kevin T. Stamper  
Assistant County Counselor

ATTESTED TO:

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Kelly B. Arnold  
County Clerk

**EXHIBIT A**  
**SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT**

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim, or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State, and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.

11. **Confidentiality:** County and Contractor, to the extent applicable, must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement and the production of records. In addition, Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement and shall maintain such information securely and confidentially. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with applicable laws. No private or confidential data collected, maintained, or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

12. **Cash Basis and Budget Laws:** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause:** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

14. **Suspension/Debarment:** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.

15. **HIPAA Compliance:** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses, or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.

16. **Compliance with Law:** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

17. **Tax Set-Off:** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the Agreement, County will offset said delinquent taxes by the amount of the payment due under the Agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

18. **Inapplicability to Municipal Contractors:** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, and 17.

19. **Safety Recall Notices:** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods, and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods, or services reasonably equal to or better than the quality of the products, goods, or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods, or services less a reasonable amount for depreciation. This Section 19 survives expiration or termination of the Agreement.

20. **Generative AI:** Contractor shall disclose any use of Generative AI which processes, involves, has access or exposure to, impacts, or potentially impacts the County or County data, systems, goods, services, or products. In addition to the foregoing, Contractor shall specifically identify when Generative AI is intended for use to draft reports containing recommendations that involve engineering judgment or propose decisions, actions, or inactions that involve or rely upon professional engineering knowledge or experience. For purposes of this section, Generative AI is artificial intelligence capable of generating text, images, or other media, using generative models. In the event of any such disclosure, County may, in its sole discretion, deny the use of the Generative AI in performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided.

In addition, Contractor shall not expose or input any confidential County data, records, processes, or other types of information into Generative AI. Confidential data shall constitute Personal Health Information, medical records, legal or privileged records, personnel records, similarly sensitive records, or other types of data or records identified as confidential by County.

21. **Breach of System:** To the extent Contractor accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses County records or data, it shall, following the discovery of a breach or compromise of Contractor's system or of County information, immediately notify the County of such breach or compromise. Such notice shall include the County data or records that have been, or is reasonably believed by the Contractor to have been, used, accessed, acquired, or disclosed. Contractor shall provide County with any other available information that County reasonably requests or could be used to protect County's own system and data. Within five (5) days of the incident, Contractor shall provide County, in writing, a plan containing remedial steps being taken to address the compromised or potentially compromised data and future plans to prevent recurrence of the same or similar breach. If such remediation plan is acceptable to County IT, Contractor shall immediately implement the plan. In the event the remediation plan is not acceptable to County IT, both parties shall negotiate, in good faith, for Contractor to provide security protection for the County and/or individuals potentially impacted by the breach.

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**EXHIBIT B**  
**SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation; and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.
2. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally, when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.
4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.
5. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. County will not provide training or instruction to Contractor regarding the performance of services hereunder.
9. Contractor will not receive benefits of any type from County.
10. Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for County.

11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

12. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.

13. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

**[remainder of page intentionally left blank]**

## EXHIBIT C PROGRAM GOALS AND OBJECTIVES

A senior center is a community focal point where eligible participants come together for services and activities, which enhance the dignity, support the independence, and encourage the involvement of eligible participants in and with the community. As part of a comprehensive community strategy to meet the needs of eligible participants, senior center programs take place within and emanate from a facility. The senior center will be open six (6) to eight (8) hours per day, five (5) days per week.

### A. GOALS.

- 1) The senior center will be required to provide assistance in fulfilling the social, educational, recreational, physical and emotional needs of eligible participants through the development, planning, and coordination of activities.
- 2) The senior center will be required to provide information and assistance to eligible participants regarding services including, but not limited to:
  - a) Adult Day Services
  - b) Case Management
  - c) Chore/Minor Home Repair
  - d) Commodities
  - e) Employment
  - f) Forms Assistance - Entitlement/Social Security/Medicaid
  - g) Housing Assistance/Referrals/Matches
  - h) In-Home Services - Respite/Homemaker/Attendant Care including:
    1. Program literature
    2. Resources from the Center Director
  - i) Legal Assistance
  - j) Nutrition - Congregate/Homebound
  - k) Shopping and Errand Assistance
  - l) Support Groups
  - m) Translation/Interpretation
  - n) Transportation
  - o) Wellness Screenings
- 3) The senior center will be required to provide coordinated comprehensive and appealing programs in the area of social participation and education as outlined in the *Baseline, Special Events/Projects* and *Education* sections.
- 4) The senior center shall work to mobilize interest, skills and abilities of senior center participants in order for them to assist other elders within the community.
- 5) The senior center shall serve as a catalyst in bringing senior center participants together with services that will meet their various needs.



## B. OBJECTIVES.

A senior center is a meeting and gathering point designed to give eligible participants a place for fellowship, a place to experience a sense of belonging, and a place to obtain information to enrich their lives. Eligible participants should be given the opportunity to plan, or assist in the planning, of senior center activities. They should also be encouraged by the senior center to become involved in community activities.

The senior center will be required to provide the following:

1. *BASELINE ACTIVITIES*, which shall be selected from a list, which is standard for all senior centers. Baseline activities are senior center activities that occur on a regular basis (daily, weekly, monthly, and/or quarterly). Baseline activities are to be specified through a description with projected outcomes (i.e. average number of participants). The senior center will be required to provide a minimum of ten (10) Baseline activities per year. Examples include:
  - a) Crafts
  - b) Exercise
  - c) Games
  - d) Potluck/Meals (not including congregate meals)
  - e) Social/Support Groups
2. *SPECIAL EVENTS/PROJECTS* are activities, which require the planning, and/or coordination of the senior center director/board. These activities are to be specified through a description with projected outcomes. The senior center will be required to provide a minimum of fifteen (15) Special Events/Projects per year. Examples include:
  - a) Community Charities
  - b) Fundraising
  - c) Intergenerational Programs
  - d) Dinner Events with Programs
  - e) Musical Events
3. *EDUCATIONAL* activities are those, which require the planning and/or coordination of the senior center director/board. These activities are to be specified through a description with projected outcomes. The senior center will be required to provide a minimum of forty (40) Educational activities per year. At least eight of the 40 activities must include at least one program on each of the following: an evidence-based program, caregiver, mental health, health promotion/disease prevention, fall prevention, medication management, elder abuse and a program on public benefits. Examples of other activities include:
  - a) Community Education
  - b) Education Services
  - c) Health Presentations/Workshops
  - d) Advocacy Opportunities
  - e) Retirement Planning
  - f) Volunteer Services and Opportunities
  - g) Educational Tours and Cultural Enrichment

4. The senior center will employ at least a part-time director to plan, coordinate, and schedule activities. As part of the Director's regular job duties the senior center director is expected to:
  - a) Create/Provide an entry point for aging services.
  - b) Be informed on aging services available within the community.
  - c) Schedule activities, presentations, and events; Develop and set-up programs; link with the community, other senior centers, and participants to create opportunities for the senior center, including:
    - \* Advocacy
    - \* Counseling
    - \* Information and Assistance on services, (also includes program literature and resources).
    - \* Outreach, which must include contact with someone to assist in service connection (home visits, telephone, etc.).
  - d) Provide the specified number of activities for each category.
  - e) Work to increase senior center membership, and membership participation in activities, and submit an annual measurement of senior center membership growth.
  - f) In an effort to expand services and activities and be a focal point in your community; work to strengthen your volunteer base by recruiting at least two percent (2%) of your membership to serve as volunteers to serve other members in need including temporary assistance in home, yard work, carpooling, bookkeeping, a calling tree, Medicare counseling, etc. By doing this, volunteers could sign up with the Sedgwick County Department of Aging & Disabilities Volunteer Program to receive the benefits through this program. Benefits include: accidental medical, volunteer liability and auto liability insurance; background checks; support; recognition events; and monthly newsletter.
  - g) Require participation by a senior center representative in the four (4) Senior Summit meetings which will be held to focus on objectives, review program updates and changes in aging services, share working models and strategically plan a common vision for Sedgwick County's Senior Center network. Arrangements need to be coordinated with the Program Manager to excuse absences, which may be made up by attending a monthly Aging Network meeting.
  - h) Attend at least six (6) hours of aging related education, obtaining documentation (Continuing Education Units or signed agenda) of attendance.
  - i) Maintain the MySeniorCenter database to track membership, attendance, activities, reports and any other information related to the program requirements.
  - j) Require senior center staff or a volunteer to be SHICK trained and provide SHICK counseling to senior center participants as needed
  
5. The senior center will have adequate space for the following:
  - a) Social and companionship activities; and
  - b) Separate privacy area for the purpose of counseling or meetings.

6. A senior center should work to recruit volunteers to expand the services and activities with an emphasis on additional senior center "Goals and Objectives" which expand senior center programs and roles in the community.
7. A senior center should expend the funds as outlined in the budget to accomplish the goals of the program.

**NOTE:** ANY ACTIVITY THAT IS INTRODUCED AS A NEW ACTIVITY WILL BE COUNTED AS A NEW ACTIVITY. WHEN THAT ACTIVITY BECOMES A REGULAR ACTIVITY, IT THEN WILL BECOME A PART OF THE BASELINE CATEGORY.

SEDGWICK COUNTY DEPARTMENT OF AGING & DISABILITIES WILL OFFER TECHNICAL ASSISTANCE TO SENIOR CENTERS UPON REQUEST IN AN EFFORT TO MAXIMIZE EACH CENTER'S POTENTIAL FOR IMPLEMENTING SUCCESSFUL NEW PROGRAMS.

C. OUTCOMES:

1. Seventy-five percent (75%) of participants will express that through their involvement with the Senior Center they have increased their level of activity and increase or changed their knowledge, skills or behavior.

**[remainder of page intentionally left blank]**

## Specific Senior Center Goals, Objectives & Outcomes

### GOAL:

Educate seniors within the community in order to help them live independently longer and comfortably.

To combat social isolation within our homebound senior community.

### OBJECTIVES:

Provide at least five professional speakers to speak on a variety of topics to educate the community on specific citizen needs.

Provide four contact points to isolated seniors through the creation of a Care Community.

### OUTCOMES:

Ninety percent (90%) of participants will state that they have learned something new that they can utilize.

Ninety percent (90%) of participants contacted will state they had a positive impact that decreased loneliness.

**[remainder of page intentionally left blank]**

City Council Meeting

December 18, 2024

**To:** Honorable Mayor Allen and City Council

**From:** Joel Pile, Planning & Zoning Administrator

**Subject:** *Request to change zoning classification of 120 W. Blair from R-1 to R-2 (Z-2024-01)*

---

I now call the next New Business Agenda item which is consideration of changing the zoning district classification of certain land within the City.

If you desire to speak on the subject, please make sure to write your name and address on the form in the entryway so we will have a record of who is present and for any future communications if necessary. Anyone wishing to speak must be recognized and shall give their name and address prior to addressing the Governing Body. Please use the podium and speak clearly so your comments may be picked up by the recorder and summarized for the minutes by the City Clerk.

**Disqualification Declared:**

Before we proceed, I'll ask the City Council if any of them intend to disqualify themselves from discussing and voting on this Ordinance due to any conflicts of interests or a particular bias on this matter.

**Planning Commission Minutes:**

I will now entertain a motion to receive and file excerpts of the November 14, 2024 Mulvane Planning Commission Meeting which are related to Case # Z-2024-01. The excerpts of the Minutes constitute a written summary of the public hearing conducted by the Planning Commission.

**Ex-Parte Communications:**

I will now ask the City Council if any of them have received any ex-parte verbal or written communications prior to this meeting which they would like to share with all the members at this time. As you know, it is not necessary to disclose the names of the parties, but to share important information.

**Public Comments:**

Are there any members of the public who wish to speak on this case?

*(Recognize first come, first served; obtain name and address; and continue until public comments complete. If an unusual number of people wish to speak, then a time limit can be put into effect. People can also be asked not to repeat what has already been said, but to indicate that they hold similar views.)*

**Written Communications:**

Are there any written communications or petitions from the public? Have any written objections or a petition been filed with the City Clerk?

**Applicant’s Response to Public Comments:**

Does the petitioner wish to respond to the public comments?

**Final Public Comments:**

Does anyone from the public wish to respond to the petitioner or make any final comments?

**City Council Deliberations:**

Do any City Council Members wish to discuss any further the proposed Zoning Change as specified in Case # Z-2024-01?

**Sample Motion(s):**

To Approve, Modify & Approve, Disapprove

Having considered the evidence and the factors to evaluate the zoning change, I move the Governing Body (approve) (modify and approve) (disapprove) Ordinance No. 1594 rezoning property described in Case No. Z-2024-01 from R-1 Single-Family Residential District to R-2 Two-Family Residential District.

To Return to Planning Commission

Having considered the evidence and the factors to evaluate the zoning change, I move that Case No. Z-2024-01 be returned to the Planning Commission *(statement for purpose of return)*.

EXCERPTS OF MINUTES FROM NOVEMBER 14, 2024 PC MEETING:

1. Case # Z-2024-01: Request to change zoning classification from R-1 Single-Family Residential District to the R-2 Two-Family Residential District.

Chairman Patterson called for new business agenda item # 2 which was a public hearing on Case No. Z-2024-01 an application to rezone property located at 120 W. Blair from R-1 Single-Family Residential to R-2 Two-Family Residential.

Patterson read the following statement into record:

1. It is important that you present any facts or views you have at this hearing so that a summary can be made as a basis for the decision of the Governing Body.
2. By state statutes, the Governing Body does not have to hold another public hearing on the matter, although they may listen to whomever they wish. They may ask you questions and, in particular, you will be asked if you had a fair hearing and whether there is any new information which was not heard at this hearing. The Governing Body will decide if the question of a fair hearing or new information warrants returning the case to the Planning Commission before consideration by the Governing Body. Obviously, it is to everyone's advantage if you present all the necessary information at this hearing.
3. I will call upon the applicant first and then we will hear from other interested parties. After all have been heard, each party will have an opportunity for final comments. The Planning Commission will close the hearing to public comments and they will then consider their recommendation during which time they may direct questions to the applicant, the public, the staff or our consultant.
4. In presenting your comments, you should be aware that the Planning Commission can recommend that the site be platted or replatted if necessary and that screening in the form of fencing and/or landscaping may be required plus site plan approval.
5. You should also be fully aware that any uses permitted outright in a district by the regulations can receive a zoning permit, not just the use(s) being proposed now by the applicant. Furthermore, if the applicant chooses to describe various features of their development plans, the City can only enforce those provisions which are covered in zoning and other City codes.
6. Please be sure to write your name and address on the sign-in sheet in the entryway so we will have a record of who is present and for any future communications if necessary. Anyone wishing to speak must be recognized by the Chairperson and give their name and address. Please use the podium and speak clearly so that your comments may be picked up by the recorder and summarized for the minutes by our Secretary.

Patterson asked the Commission members if any of them intended to disqualify themselves from hearing, discussing and voting on the case because they or their spouses owned property in the area of notification or had conflicts of interests or a particular bias on the matter. No member acknowledged any conflict of interest or bias and quorum was declared.

Patterson announced that according to the Secretary, a notice for this hearing was published in The Mulvane News on October 17, 2024 and notices were mailed to the applicant and 9 landowners in the area of notification on October 5, 2024. There was no evidence to the contrary from anyone present, Patterson declared that proper notification had been given.

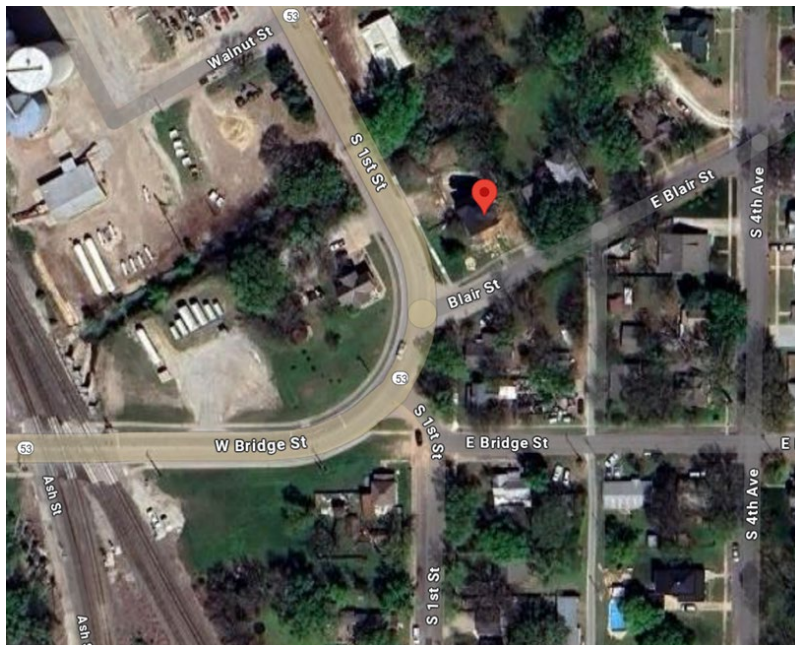
Patterson asked if any member had received any ex parte communication, no member acknowledged receiving any such communication.

Patterson called for the Zoning Administrator's Report:  
**CASE NUMBER:** Z-2024-01

**APPLICANT:** Chris Rener, 524 W. 5<sup>th</sup>, Belle Plaine, KS 67013

**REQUEST:** For a zoning change from R-1 Single-Family Residential to R-2 Two-Family Residential to allow the conversion of an existing single-family dwelling into a two-family dwelling.

**CASE HISTORY:** The subject property is a residential lot zoned R-1 Single-Family Residential. As this is a zoning change, the Planning Commission recommends to the Council and the Council makes the final decision.







Patterson asked for the applicant to make his/her presentation and provide any response to the Zoning Administrator's report. Chris Renner & Adam Church appeared before the Commission and explained they recently purchased the property and were in the process of completing a remodel. Due to the unique layout of the existing structure, they explained their desire to divide the dwelling into 2 living units. They explained it was their intention to have the main floor and second story as a dwelling unit and the basement as a dwelling unit. The applicants were informed if the dwelling is divided into two units, each unit would be required to have separate water and electrical services.

Patterson asked if any members of the public wished to speak on the case, no one present requested to speak.

Patterson asked if any written communications had been submitted, no written communications had been received.

Patterson asked the applicant if they wanted to present any final comments, they did not.

Hearing no further comments, Patterson closed the public portion of the hearing and announced there would be no further public comments unless the Commission wished to ask questions to clarify information.

Patterson announced the Planning Commission would deliberate the request. There are certain factors which the Commission must consider in order to make findings and a recommendation. Each factor will be read and the collective opinion would be summarized for the minutes.

### **Factors considering a Zoning Change**

What is the character of the subject property and the surrounding neighborhood in relation to existing uses and their condition? **The subject property is currently a residential lot with a two-story single-family dwelling. The surrounding properties have a mix of residential structures.**

What is the current zoning of the subject property and that of the surrounding neighborhood in relationship to the request? **The subject property is zoned R-1 Single Family Residential. The surrounding property is zoned:**

**North is zoned R-1 Single Family Residential and has a three-family dwelling unit on it.**

**South is zoned R-1 Single Family Residential and has a single-family dwelling units on it.**

**East is zoned R-1 Single Family Residential and has a single-family dwelling units on it.**

**West is zoned I-1 Light Industrial District and has a single-family dwelling and the Mulvane COOP facilities on it.**



Is the zoning change caused by change or changing conditions in the area of the subject property and, if so, what is the nature and significance of such changed or changing conditions? **No, the applicant has requested the zoning change to allow conversion of the single-family dwelling into a two-family residential unit.**

Do adequate sewage disposal and water supply and all other necessary public facilities including street access exist or can they be provided to serve the uses that would be permitted on the subject property? **Yes**

Would the subject property need to be platted or replatted or in lieu of dedication made for rights-of-way, easements, access control or building setback lines? **The property is platted and would not need to be replatted.**

Would a site plan be necessary for existing and /or potential uses of the subject property? **No, if approved the applicant would be required to submit a plot plan with the required building permit.**

Is suitable vacant land or buildings available or not available for development that currently has the same zoning as is requested? **There is no vacant ground in the area that has the proper zoning to allow the requested use.**

Is the subject property suitable for the current zoning to which it has been restricted? **The current R-1 zoning allows single-family detached dwellings. The subject property is suitable for low density residential zoning.**

To what extent would the removal of the restrictions, i.e., the approval of the zoning request detrimentally affect other property in the neighborhood? **R-2 zoning is less restrictive and slightly more invasive than the existing R-1 zoning. The proposed zoning change would allow single-family and two-family dwellings, both of which are considered low density.**

Would the request be consistent with the purpose of the zoning district classification and the intent and purpose of these regulations? **R-2 zoning is designed to permit medium density two-family dwelling units with both public sewerage and water supply and to allow certain community facilities.**

Is the request in conformance with the Comprehensive Plan and does it further enhance the implementation of the plan? **The proposed zoning does not enhance or detract from the comprehensive plan, which identifies the area as suitable for residential development.**

What is the nature of the support or opposition to the request? **Neither support or opposition has been presented.**

By comparison, does the relative gain to the public health, safety and general welfare outweigh the loss in property value or the hardship imposed upon the applicant by not approving the request? **The limited placement of two-family dwelling units among single-family dwelling units helps meet the growing demand for medium density units.**

Having discussed and reached conclusions on the findings of fact to evaluate the zoning change, Patterson called for a motion:

MOTION by Reed, “Having considered the evidence at the hearing and the factors to evaluate the zoning change, I move we recommend to the Governing Body that Case No Z-2024-01 be approved rezoning the subject property from R-1 Single-Family to R-2 Two-Family.”, second by Fells. MOTION approved.

Patterson announced the case shall be subject to a protest period of 15 days then will be forwarded to the Governing Body with the Planning Commission’s recommendation and a summary of the hearing for consideration at a future meeting.

*(Ordinance Summary published in The Mulvane News on December 26, 2024 and the full text of the Ordinance made available at www.mulvanekansas.com for a minimum of one (1) week from the date of publication.)*

ORDINANCE NO. 1594

AN ORDINANCE CHANGING THE ZONING DISTRICT CLASSIFICATION OF CERTAIN LANDS UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY OF MULVANE, KANSAS, AS ORIGINALLY APPROVED BY ORDINANCE NO. 1432.

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

SECTION 1. Having received a recommendation from the Mulvane City Planning Commission on Case No. Z-2024-01, and proper notice having been given and hearing held as provided by law under authority and subject to the provisions of the Zoning Regulations of the City of Mulvane, Kansas (the “City”), as originally approved by Ordinance No. 1432, the zoning district classification of the lands legally described herein are changed as follows:

Change of Zoning District from the R-1 Single-Family District to the R-2 Two-Family Residential District.

Legal description:

ORIGINAL TOWN, MULVANE, S06, T30, R02E, BLOCK 5, BEG SW COR LT 7 TH N130', E20', N20', S150', W100' TO POB

General Location:

120 W. Blair St., Mulvane, Kansas.

SECTION 2. Upon taking effect of this ordinance, the above zoning change shall be entered and shown on the Official Zoning map(s) as previously adopted by reference and said map(s) is hereby reincorporated as a part of the zoning regulations as amended.

SECTION 3. This Ordinance shall take effect on and be in full force after its adoption by the governing body of the City, approval by the Mayor and either (a) publication once in the official newspaper of the City, or (b) publication of a summary hereof certified as legally accurate and sufficient by the City Attorney.

*[Remainder of Page Intentionally Left Blank]*

PASSED, ADOPTED AND APPROVED by the governing body of the City of Mulvane, Kansas on the 18<sup>th</sup> day of December, 2024.

CITY OF MULVANE, KANSAS

[seal]

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Brent Allen, Mayor

ATTEST:

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Debra M. Parker, City Clerk

*(Ordinance Summary published in The Mulvane News on December 26, 2024 and the full text of the Ordinance made available at [www.mulvanekansas.com](http://www.mulvanekansas.com) for a minimum of one (1) week from the date of publication.)*

Ordinance No. 1594 Summary

On December 18, 2024, the City of Mulvane, Kansas adopted Ordinance No. 1594 changing the zoning district classification of property generally located at 120 W. Blair St., Mulvane, Kansas from the R-1 Single-Family Residential District to the R-2 Two-Family Residential District. A complete copy of this ordinance may be obtained or viewed free of charge at the Office of the City Clerk at City Hall, 211 N. 2nd or at [www.mulvanekansas.com](http://www.mulvanekansas.com). This summary is certified legally accurate and sufficient by the Mulvane City Attorney pursuant to K.S.A. 12-3001, et seq.

SUMMARY CERTIFIED:

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City Attorney

City Council Meeting

December 18, 2024

**To:** Honorable Mayor Allen and City Council

**From:** Joel Pile, Planning & Zoning Administrator

***Subject:*** Special Use to build a utility substation in the R-1 Single-Family Residential District.

I now call the next New Business Agenda item which is consideration of an ordinance approving a Special Use.

If you desire to speak on the subject, please make sure to write your name and address on the form in the entryway so we will have a record of who is present and for any future communications if necessary. Anyone wishing to speak must be recognized and shall give their name and address prior to addressing the Governing Body. Please use the podium and speak clearly so your comments may be picked up by the recorder and summarized for the minutes by the City Clerk.

**Disqualification Declared:**

Before we proceed, I'll ask the City Council if any of them intend to disqualify themselves from discussing and voting on this Ordinance due to any conflicts of interests or a particular bias on this matter.

**Planning Commission Minutes:**

I will consider a motion to receive and file an excerpt of the Minutes of the Planning Commission meeting of November 14, 2024, at which PC Case #SU-2024-01 was considered. The excerpt of the Minutes constitutes a written summary of the public hearing conducted by the Planning Commission.

(Motion/Vote)

**Ex-Parte Communications:**

I will now ask the City Council if any of them have received any ex parte verbal or written communications prior to this meeting which they would like to share with all the members at this time. As you know, it is not necessary to disclose the names of the parties, but to share important information.

**Public Comments:**

Are there any members of the public who wish to speak on this case?

*(Recognize first come, first served; obtain name and address; and continue until public comments complete. If an unusual number of people wish to speak, then a time limit can be put into effect. People can also be asked not to repeat what has already been said, but to indicate that they hold similar views.)*

**Written Communications:**

Are there any written communications or petitions from the public? Have any written objections to the petition been filed with the City Clerk?

**Applicant’s Response to Public Comments:**

Does the petitioner wish to respond to the public comments?

**Final Public Comments:**

Does anyone from the public wish to respond to the petitioner or make any final comments?

**City Council Deliberations:**

Do any City Council Members wish to discuss any further the proposed Special Use as specified in Case # SU-2024-01?

**Recommendation / Sample Motion:**

I move to accept the recommendation of the Planning Commission by concurring with their findings approving the requested special use as specified in Case # SU-2024-01, and to approve Ordinance Number 1595.

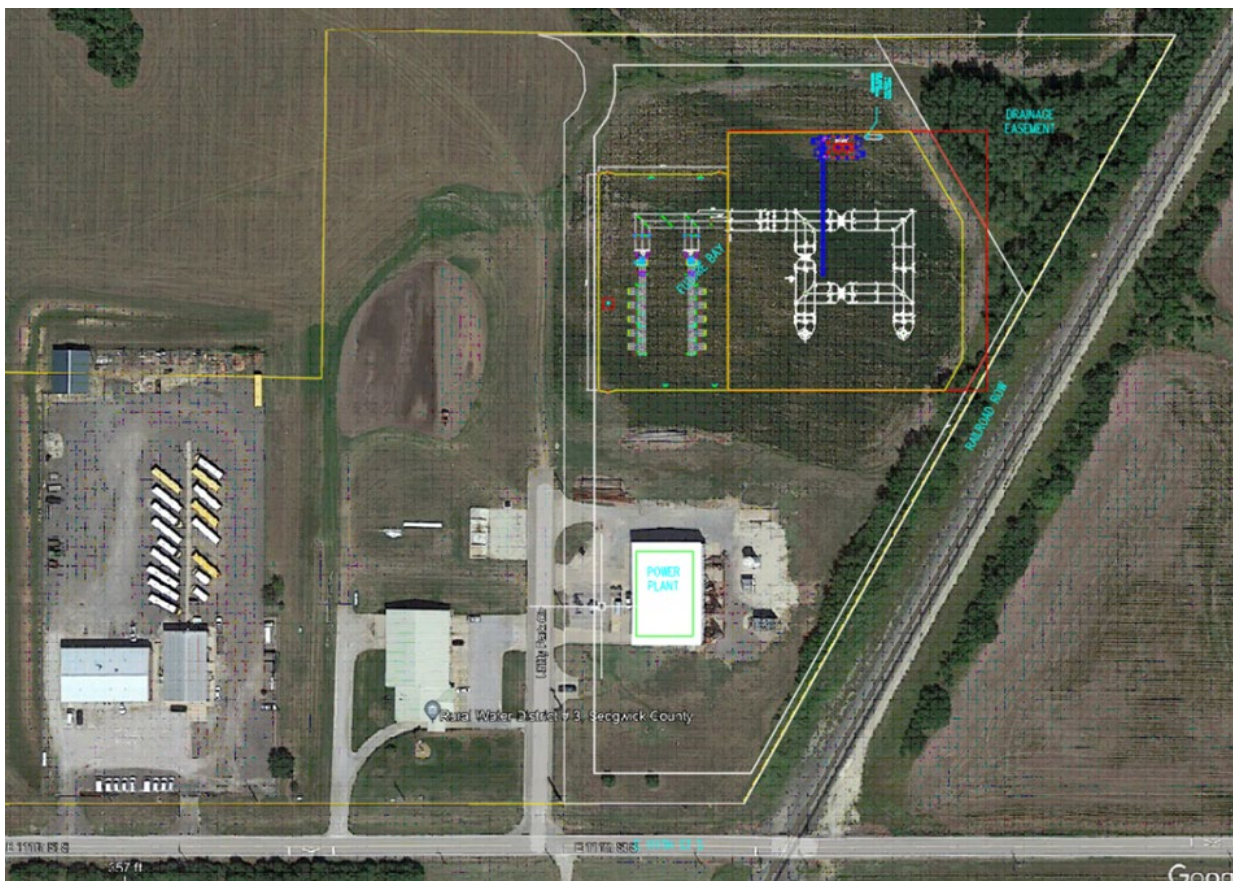


**Background:**

Because of particular factors associated with their activities, certain uses which might have an adverse effect upon nearby properties or upon the character and future development of a district are not permitted outright in districts, but are allowed as “special uses”. Special uses may be subject to additional conditions such as to make the use considered compatible with the surrounding property. As this is a special use, the Planning Commission recommends to the Council and the Council makes the final decision.

Special uses run with the property and the zoning permit permitting the special use shall become null and void after 180 days if the use is suspended or abandoned for any reason.

***1402 N. Utility Park Circle***



*Excerpt from 11-14-2024 PC Minutes:*

**NEW BUSINESS**

1. Case # SU-2024-01: Request for Special Use to allow a utility substation on property zoned as the R-1 Single-Family Residential District.

Chairman Patterson called for new business agenda item # 3 which was a public hearing on Case# SU-2024-01. An application for a Special Use to build a utility substation in the R-1 Single-Family Residential District.

Patterson read the following statement into record:

1. It is important that you present any facts or views you have at this hearing so that a summary can be made as a basis for the decision of the Governing Body.
2. By state statutes, the Governing Body does not have to hold another public hearing on the matter, although they may listen to whomever they wish. They may ask you questions and, in particular, you will be asked if you had a fair hearing and whether there is any new information which was not heard at this hearing. The Governing Body will decide if the question of a fair hearing or new information warrants returning the case to the Planning Commission before consideration by the Governing Body. Obviously, it is to everyone's advantage if you present all the necessary information at this hearing.
3. I will call upon the applicant first and then we will hear from other interested parties. After all have been heard, each party will have an opportunity for final comments. The Planning Commission will close the hearing to public comments and they will then consider their recommendation during which time they may direct questions to the applicant, the public, the staff or our consultant.
4. In presenting your comments, you should be aware that the Planning Commission can recommend that the site be platted or replatted if necessary and that screening in the form of fencing and/or landscaping may be required plus site plan approval.
5. You should also be fully aware that any uses permitted outright in a district by the regulations can receive a zoning permit, not just the use(s) being proposed now by the applicant. Furthermore, if the applicant chooses to describe various features of their development plans, the City can only enforce those provisions which are covered in zoning and other City codes.
6. Please be sure to write your name and address on the sign-in sheet in the entryway so we will have a record of who is present and for any future communications if necessary. Anyone wishing to speak must be recognized by the Chairperson and give their name and address. Please use the podium and speak clearly so that your comments may be picked up by the recorder and summarized for the minutes by our Secretary.

Patterson asked the Commission members if any of them intended to disqualify themselves from hearing, discussing and voting on the case because they or their spouses owned property in the area of notification or had conflicts of interests or a particular bias on the matter. Commissioner Billingslea declared he worked for an engineering company that would likely be doing civil engineering work on the utility substation and therefore disqualified himself from further

discussion on the case. Commissioner Harvey announced that he lived within the area of notification but had no particular bias on the case and could make an unbiased decision.

Patterson announced that according to the Secretary, a notice for this hearing was published in The Mulvane News on October 17, 2024 and notices were mailed to the applicant and 6 landowners in the area of notification on October 16, 2024. There was no evidence to the contrary from anyone present, Patterson declared that proper notification had been given.

Patterson asked if any member had received any ex parte communication, no member acknowledged receiving any such communication.

Patterson called for the Zoning Administrator's Report:

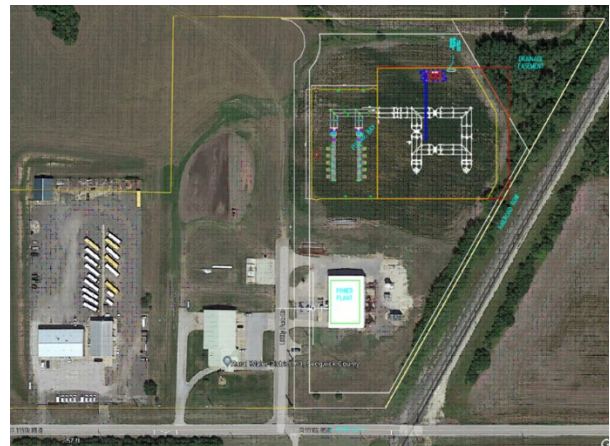
**CASE NUMBER:** SU-2024-01

**APPLICANT:** City of Mulvane, 211 N. Second, Mulvane, KS, 67110

**REQUEST:** For a special use to build a utility substation at 1418 N. Utility Park Circle in the R-1 Single-Family Residential District.

**CASE HISTORY:** The subject property has previously been granted a special use for the city's electrical generation facility.

*Because of particular factors associated with their activities, certain uses which might have an adverse effect upon nearby properties or upon the character and future development of a district are not permitted outright in districts, but are allowed as "special uses". Special uses may be subject to additional conditions such as to make the use considered compatible with the surrounding property. As this is a special use, the Planning Commission recommends to the Council and the Council makes the final decision.*



Patterson asked for the applicant to make his/her presentation and provide any response to the Zoning Administrator's report. The City of Mulvane indicated they were currently engaged in a project to build a new 138KV Substation on property located north of the existing Power Plant located at 1402 N. Utility Park Circle. The new substation will serve to replace the existing

69KV Substation located at 1420 N. Rock Road. The new substation will be fed by a new Evergy transmission line.

Patterson asked if any members of the public wished to speak on the case, no one present requested to speak.

Patterson asked if any written communications had been submitted, no written communications had been received.

Patterson asked the applicant if they wanted to present any final comments, they did not.

Hearing no further comments, Patterson closed the public portion of the hearing and announced there would be no further public comments unless the Commission wished to ask questions to clarify information.

Patterson announced the Planning Commission would deliberate the request. There are certain factors which the Commission must consider in order to make findings and a recommendation. Each factor will be read and the collective opinion would be summarized for the minutes.

#### **Factors considering a Special Use**

What is the character of the subject property and the surrounding neighborhood in relation to existing uses and their condition? **The subject property is owned by the City of Mulvane and currently has and large metal building which houses the city's electrical generators.**

What is the current zoning of the subject property and that of the surrounding neighborhood in relationship to the request? **The subject property is zoned R-1 Single-Family Residential District with a Special Use for a city owned power generating facility. The surrounding property is zoned:**

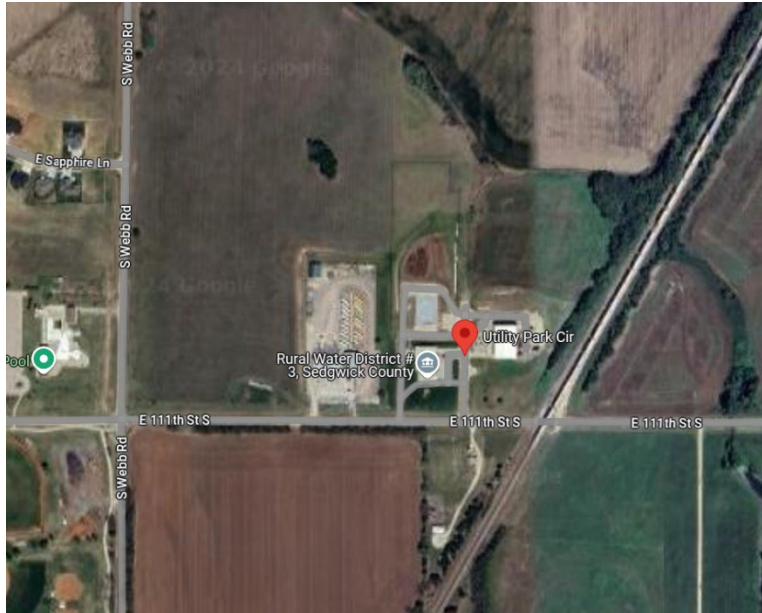
**North is zoned Rural Residential and presently used as a crop field.**

**South is R-1 Single-Family Residential and Rural Residential with city water storage facility and crop field.**

**East is Rural Residential bordered by BNSF railroad tracks and a crop field.**

**West is R-1 Single-Family Residential with RWD # 3 office/yard.**





Is the length of time the subject property has remained undeveloped or vacant as zoned a factor for consideration? **No.**

Is the special use caused by change or changing conditions in the area of the subject property and, if so, what is the nature and significance of such changed or changing conditions? **The city is currently engaged in a project to build a new 138KV Substation to better serve the growth of the city.**

Do adequate sewage disposal and water supply and all other necessary public facilities including street access exist or can they be provided to serve the uses that would be permitted on the subject property? **Yes**

Would the subject property need to be platted or replatted or in lieu of dedication made for rights-of-way, easements, access control or building setback lines? **The property is platted and would not require a replat for the proposed use.**

Would a site plan be necessary for existing and /or potential uses of the subject property? **Yes, if approved the applicant would need to submit a zoning permit application and site plan.**

Is suitable vacant land or buildings available or not available for development that currently has the same zoning as is requested? **No**

Are such business uses needed to provide more services or employment opportunities? **The electrical substation is needed to provide reliable power for the needs of the growing community.**

Is the subject property suitable for the current zoning to which it has been restricted? **Yes.**

To what extent would the removal of the restrictions, i.e., the approval of the special use detrimentally affects other property in the neighborhood? **There are no known detriments with the special use request.**

Would the request be consistent with the purpose of the zoning district classification and the intent and purpose of these regulations? **The R-1 Single-Family Residential zoning requires a special use for utility substations.**

Is the request in conformance with the Comprehensive Plan and does it further enhance the implementation of the plan? **The requested special use conforms with the Comprehensive Plan.**

What is the nature of the support or opposition to the request? **There has been neither support of opposition to the request**

By comparison, does the relative gain to the public health, safety and general welfare outweigh the loss in property value or the hardship imposed upon the applicant by not approving the request? **Denial of the request could hinder future city growth.**

Having discussed and reached conclusions on the findings of fact to evaluate the zoning change, Patterson called for a motion:

MOTION by Reed, “Having considered the evidence at the hearing and the factors to evaluate the special use, I move we recommend to the Governing Body that Case No SU-2024-01 be approved to allow the construction of a utility substation in the R-1 Single-Family Residential District.”, second by Patterson. MOTION approved.

Patterson announced the case shall be subject to a protest period of 15 days then will be forwarded to the Governing Body with the Planning Commission’s recommendation and a summary of the hearing for consideration at a future meeting.

*(Ordinance Summary published in The Mulvane News on December 26, 2024 and the full text of the Ordinance made available at www.mulvanekansas.com for a minimum of one (1) week from the date of publication.)*

ORDINANCE NO. 1595

AN ORDINANCE APPROVING A SPECIAL USE FOR A UTILITY SUBSTATION IN THE R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT ON CERTAIN LANDS UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY OF MULVANE, KANSAS.

WHEREAS, the governing body of the City of Mulvane, Kansas (the “City”) has received a recommendation from the Mulvane Planning Commission on Case No. SU-2024-01; and

WHEREAS, the Governing Body finds proper notice was given and a public hearing was held on Case No. SU-2024-01 on November 14, 2024, all as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City; and

WHEREAS, at its November 14, 2024 meeting, the planning commission recommended approving the request.

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

SECTION 1. The recommendation of the Planning Commission is hereby approved and the special use is approved for a utility substation on the property described below, zoned as R-1 Single-Family Residential District.

Legal description:

*LOT 2, BLOCK 1; MULVANE UTILITY PARK ADDITION*

General Location:

1418 N. Utility Park Cir., Mulvane, Kansas.

SECTION 2. This special use shall be valid for a period lasting the greater of (a) one year from the publication date of this Ordinance, or (b) the period of validity of any zoning permit approved by the City for the property following the date of this Ordinance (and prior to expiration of the special use).

SECTION 3. This Ordinance shall take effect on and be in full force after its adoption by the governing body of the City, approval by the Mayor and either (a) publication once in the official newspaper of the City, or (b) publication of a summary hereof certified as legally accurate and sufficient by the City Attorney.

PASSED, ADOPTED AND APPROVED by the governing body of the City of Mulvane, Kansas on the 18<sup>th</sup> day of December, 2024.

CITY OF MULVANE, KANSAS

[seal]

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Brent Allen, Mayor

ATTEST:

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Debra M. Parker, City Clerk



*(Ordinance Summary published in The Mulvane News on December 26, 2024 and the full text of the Ordinance made available at [www.mulvanekansas.com](http://www.mulvanekansas.com) for a minimum of one (1) week from the date of publication.)*

**Ordinance No. 1595 Summary**

On December 18, 2024, the City of Mulvane, Kansas adopted Ordinance No. 1595 approving a special use for a utility substation on property zoned as the R-1 Single-Family Residential District located at 1418 N. Utility Park Cir., Mulvane, Kansas. A complete copy of this ordinance may be obtained or viewed free of charge at the Office of the City Clerk at City Hall, 211 N. 2nd or at [www.mulvanekansas.com](http://www.mulvanekansas.com). This summary is certified legally accurate and sufficient by the Mulvane City Attorney pursuant to K.S.A. 12-3001 *et seq.*

SUMMARY CERTIFIED:

\_\_\_\_\_  
City Attorney

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

City Council Meeting  
December 18, 2024

TO: Mayor and Council  
FR: Austin St. John, City Administrator  
RE: Friends of McConnell  
ACTION: Approve 2025 Membership

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**Background:**

Friends of McConnell was organized in the 1960s to provide support to airman and their families for a variety of non-budgeted items. During the 1990s, the Friends of McConnell's activity and contribution on base became the key link between the Base Commanders and local municipalities. The goal of Friends of McConnell is to develop a strong social and economic link between McConnell's military leaders and their civilian counterparts. The organization provides organizational and financial support for Base programs that benefit airman and their families.

**Analysis:**

In November 2023 the Mayor at that time, Shelly Steadman, recommended that the City of Mulvane join other local municipalities in establishing corporate membership to Friends of McConnell. Steadman graciously dedicated \$2,500 of her mayoral earnings from her past term to cover the Gold membership cost. The council expressed an interest in becoming a Platinum Member and suggested the City match the Mayor's \$2,500 donation.

Friends of McConnell members were extended an invitation to join the McConnell Air Force Base Frontiers in Flight Air Show practice on August 23, 2024. This was an opportunity to watch the US Navy Blue Angels practice show and see many of the military and civilian static aircraft up close one day before the general public. The City of Mulvane had approximately twenty (20) individuals register to experience the exclusive air show practice.

**Legal Considerations:**

As per the City Attorney

**Financial Considerations:**

If the City of Mulvane wishes to continue to support Friends of McConnell as a Platinum member, the membership fee will be \$5,000.

**Recommendation:**

**MOTION to approve \$5,000 to support Friends of McConnell as a Platinum Member for 2025.**

**Discussion:**

**Vote:**



# Friends of McConnell



December 5, 2024

Debbie Parker  
The City of Mulvane  
211 N. 2<sup>nd</sup> Ave  
Mulvane, KS 67110

Dear Debbie,

As we near the end of 2024 and prepare for a season of family and thankfulness, I want to give gratitude for your continued support of McConnell Air Force Base families. Your membership, contributions and involvement have provided unmeasurable support of an organization that has made local Airmen a priority for over half of a century.

With each passing day, our world appears to experience volatility and unknown. Our local Airmen continue to answer the nation's call to promote freedom across the globe, while asking for little in return. While our military members and their families make immense sacrifice, our community in South Central Kansas maintains an unrivaled reputation for military support.

Our mission as a non-profit organization is to support Airmen and their families in ways that the government is unable. Friends of McConnell will have funded nearly \$50,000 in requests to on base programming in 2024 – a 21% increase from last year and a 95% increase from 2022. Your choice to give dollars resulted in award, promotion and retirement ceremonies, leadership development opportunities, morale events, Mission Wichita, and the Frontiers in Flight Airshow.

We look forward to continued service to our McConnell neighbors in 2025 as a strong community partner. Every single dollar raised by Friends of McConnell directly supports airmen and their families. Without our members, these programs would not occur or have such impact.

Please know that McConnell's leadership team, airmen, families, and veterans believe that no other community supports an installation like we do. Your membership investment does make a difference, and your involvement is paramount to supporting our Air Force.

I ask that you please consider supporting Friends of McConnell by being a member in 2025.

Thank you and warm wishes,

Jack Pulley  
President



# Friends of McConnell

## 2025 Corporate Member Registration Form

### Membership Levels

*(Your previous membership level is highlighted if applicable)*

Platinum: \$5,000       Gold: \$2,500

Silver: \$1,000       Bronze: \$500

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

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

Company Name \_\_\_\_\_

Company Membership Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address (if different) \_\_\_\_\_

E-mail address (required): \_\_\_\_\_

**(FOM correspondence is sent via email. Please be sure to complete this line)**

Please complete this form and mail with your check payable to Friends of McConnell to:

Friends of McConnell  
350 W. Douglas - Wichita KS 67202

316-268-1157

City Council Meeting  
December 18, 2024

TO: Mulvane City Council  
FR: Gordon Fell, Director of Public Safety  
RE: Updated contract with current city prosecutor  
ACTION: Motion to approve contract with Joy K. Williams, City Prosecutor

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**Background:**

Ms. Williams took over the position of Mulvane City Prosecutor in October 2020.

**Analysis:**

Ms. Williams brings a fair and swift approach to the Mulvane Municipal Court. She routinely makes herself available to review cases and provides a direction for cases that create questions for law enforcement.

Mulvane Municipal Court is held four times a month and handles all misdemeanors and traffic violations covered by the STO, UPOC and City Code.

**Financial Considerations:**

The compensation provided to the Attorney from the City for the Primary Services referenced in Section 1 of this Contract shall be \$2,000.00 per month. Additional Services will be compensated at the rate of \$125.00 per hour.

**Legal Considerations:**

The only change is the dates associated with the contract.

**Recommendation:**

Motion: Motion to approve contract with Joy K. Williams.

## INDEPENDENT CONTRACT

**THIS INDEPENDENT CONTRACT** (“Contract”) entered into by and between the City of Mulvane, Kansas, a municipal corporation within the State of Kansas, (the “City”) and Joy K. Williams (the “Attorney”).

### **WITNESSETH:**

**WHEREAS**, the City desires to engage the Attorney to provide the legal services as the City Prosecutor as delineated herein; and

**WHEREAS**, the Attorney desires to act as the City Prosecutor and provide the legal services delineated herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree, and covenant as follows:

1. Scope of Primary Services: The Attorney is engaged by the City as the City Prosecutor to provide the following legal services as his primary obligations pursuant to this Contract (“Primary Services”). These Primary Services are defined to include: prosecution of criminal offenses and violations of the City’s Municipal Code in the City Municipal Court; defense of the City on appeals to criminal matters and Code violations; providing legal advice and training to the City and City police regarding Code enforcement, probable cause, and other matters; and other matters incidental to the foregoing.

2. Additional Services: In addition to the Primary Services, the City may desire that the Attorney provide additional services in the form of special projects/investigations or appellate litigation (“Additional Services”). Said Additional Services will be compensated at the rate identified in Section 4 under Compensation. The exact terms and conditions of the provision of said Additional Services will be mutually agreed to in writing by the parties hereto prior to the commencement of any such services by the Attorney.

3. Term: The term of this Contract commences on the date hereof and expires on 5th day of January 2026, unless earlier terminated pursuant to the terms hereof. Subsequently, this Contract may be renewed and extended, in writing, by the parties hereto. Notwithstanding the foregoing, in accordance with the Code of the City, the Attorney may be removed from his position and this Contract terminated at any time by the governing body of the City upon notice given to the Attorney, or the Attorney may be suspended by the Mayor of the City upon written notice given to the Attorney, with or without compensation.

4. Compensation: The compensation provided to the Attorney from the City for the Primary Services referenced in Section 1 of this Contract shall be \$2,000.00 per month. Additional Services will be compensated at the rate of \$125.00 per hour.

5. Independent Contractor: The parties hereby agree the Attorney is an independent contractor. This Contract is intended to create an independent contractor relationship between the Attorney and the City for the purposes of federal, state, and local law, including the Internal Revenue Code of 1986, as amended. The Attorney is not an employee of the City and, therefore, is not entitled to any benefits to which employees may be entitled under state or federal law, including health insurance, retirement, vacation, sick leave, workers’ compensation, or unemployment compensation benefits.

The Attorney assumes full responsibility for payment of all taxes or assessments on compensation earned and paid hereunder, under all applicable federal, state, and local laws, including, but not limited to,



income tax and self-employment tax. The City shall not withhold any federal, state, or local taxes from the Attorney's compensation and shall not pay any social security and/or Medicare taxes attributable to such compensation. The Attorney agrees to indemnify, defend, and hold the City harmless for and against any claimed or actual taxes or assessments, or fees, fines or penalties in connection therewith, related to compensation under, or for work performed by the Attorney pursuant to, this Contract.

6. Performance of Services: The Attorney shall have full control over the methods, techniques, and procedures for performing both Primary Services and Additional Services, shall establish the necessary priorities and sequence required for the work hereunder, and, subject to the rules and procedures of the City Municipal Court, shall determine when, where and how to complete the Primary Services and Additional Services. The Attorney shall provide all such labor, office space, necessary equipment (including computer) materials, assistance, and staff as he or she shall from time to time deem necessary to perform the Services hereunder. The City shall not provide any work materials or equipment. The Attorney is not expected to devote substantially all of his time to the City, shall not have any set hours of work and shall not maintain an office at City Hall. Except as dictated by the Kansas Rules of Professional Conduct, nothing herein shall restrict the Attorney or any member of any firm of the Attorney's from other gainful work and shall not restrict the Attorney or said firm (by implication or otherwise) from serving other lawful clients. It is understood that the Attorney spends more than a de minimis amount of time serving other clients unrelated to the City and that the Attorney's services are available to the general public on a regular and consistent basis. The Attorney shall perform the contract services hereunder as he or she, in his professional opinion, shall deem appropriate to meet the needs of the City.

The Attorney hereby represents that he or she is a Kansas attorney, duly licensed in the State of Kansas, authorized to practice before the Kansas Supreme Court and the United States District Court of Kansas. The Attorney agrees to maintain such licensure, including all required continuing legal education credits and training necessary for continued licensure at the Attorney's expense. The parties acknowledge that in carrying out the services addressed in this Contract, the Attorney will be acting on behalf of or in service of a governmental entity in an official capacity, as referenced in the Kansas Tort Claims Act, K.S.A. 75-6102(d)(1) (supp 2009).

In the event the Attorney is unable to provide the legal services contained in this Contract due to extended illness, absence, or other pursuits, the governing body of the City may negotiate compensation with other attorneys to provide legal services, but no compensation will be paid to the Attorney during his absence.

Nothing contained in this Contract shall prohibit the City from utilizing other legal representation for specific types of legal services which may be deemed in the best interest of the City.

7. Compliance with Law: In providing services pursuant to this Contract, the Attorney will comply with all applicable federal, state and local laws.

8. Non-Discrimination: In providing services pursuant to this Contract, the Attorney will not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry.

9. Interest of Public Officials: No public official who exercises any functions or responsibilities in the review and approval of this Contract will have any direct or indirect interest in the amounts payable pursuant to this Contract.

10. Assignment: No party hereto has the authority to assign this Contract, or any interest under this Contract.

11. Notices: All notices required herein will be made in writing and mailed or hand delivered to the regular places of business of the respective parties hereto.

12. Entirety of the Contract; Amendment: All prior negotiations have been reduced to writing and are included herein. This Contract supersedes, cancels and terminates all prior written and/or oral understandings or agreements relating to the same or similar subject matter. This Contract constitutes the entire agreement of the parties and may not be amended, altered, or modified, except by written agreement of the parties.

13. Construction: This Contract will be construed in accordance with the laws of the State of Kansas.

**IN WITNESS WHEREOF**, this Contract is hereby executed by the parties hereto as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024

ATTORNEY

By: \_\_\_\_\_  
Joy K. Williams

CITY

City of Mulvane, Kansas

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

ATTEST:

SEAL

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



City Council Meeting  
December 18, 2024

TO: Mulvane City Council

FR: Gordon Fell, Director of Public Safety

RE: Updated EMS agreements with Sumner County and City of Belle Plaine.

ACTION: Motion to approve the EMS agreement with Sumner County.

Motion to approve the EMS agreement with the City of Belle Plaine.

---

**Background:**

Annual updating of EMS agreements with Sumner County and the City of Belle Plaine. The agreements include the area of response and financial responsibility for each entity.

**Analysis:**

We have not seen any major changes in these response areas, related to calls within our jurisdiction. We have been working with USD 357 in Belle Plaine, on educational programs. We are still utilizing SUFD #9 to assist on those life threatening calls with in their response area. Our new software will allow us to analyze the area more effectively, however I don't see any increase in the need for services within these areas.

Once approved I will present these at the City of Belle Plaine council meeting and to the Sumner County Board of County Commissioners for their signatures.

**Financial Considerations:**

Continue to receive \$60,000 from Belle Plaine for EMS service from Mulvane EMS.

Continue to receive \$228,333 from Sumner County for EMS service from Mulvane EMS.

Along with billing associated with these service areas.

**Legal Considerations:**

These agreements were updated to be renewed by 12-31-2024. No changes from the 2024 agreements.

**Recommendation:**

1<sup>st</sup> Motion: Motion to approve the EMS agreement with Sumner County.

2<sup>nd</sup> Motion: Motion to approve the EMS agreement with the City of Belle Plaine.

**AGREEMENT FOR EMERGENCY MEDICAL SERVICE**  
**BETWEEN THE CITY OF MULVANE, KANSAS**  
**AND SUMNER COUNTY, KANSAS**

This Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Sumner County, Kansas (the "County") and the City of Mulvane, Kansas (the "City").

WHEREAS, the County and the City recognize that residents of the County have a need for emergency medical and ambulance service;

WHEREAS, the County has the authority under K.S.A. 65-6101 *et seq.*, as amended, to establish, operate and maintain such service and to contract with any person or municipality for the purpose of furnishing said services; and

WHEREAS, the County desires to continue to contract with the City to operate emergency medical and ambulance service within certain areas of the County.

NOW, THEREFORE, in consideration of the services rendered and to be rendered and the mutual covenants herein contained, it is mutually agreed as follows:

1. The City shall provide emergency medical and ambulance service in the Covered Area of Sumner County (hereinafter specifically described), which shall be available twenty-four (24) hours per day, seven (7) days per week, except when all available equipment or personnel is otherwise in use.

2. Emergency medical and ambulance service shall be deemed, for the purposes of this Agreement, to be such service required by the onset of a medical and/or physical condition which, without immediate medical attention, could reasonably be expected to (1) place the patient's health in serious jeopardy; (2) seriously impair bodily functions; or (3) result in serious injury of any bodily organ or part; or if any other means of transportation except by ambulance and trained personnel could reasonably be expected to endanger the individual's health.

3. Emergency medical and ambulance service shall be available to residents of Sumner County residing in the following described area of Sumner County, Kansas, to wit:

**Belle Plaine Rural Area**

Beginning at the Northwest Corner of Section 10, Township 30 South, Range 1 West of the 6<sup>th</sup> Principal Meridian; thence east to the Northeast Corner of said section; thence south to the Northwest Corner of the Southwest Quarter of Section 14 of said Township and Range; thence east to the Northeast Corner of the Southeast Quarter of Section 13, Township 30 South, Range 1 East; thence east to the west bank of the Arkansas River; thence southeasterly along the west bank of the Arkansas River to the south line of Section 34, Township 30 South, Range 2 East; thence east to the Northeast Corner of Section 1, Township 31 South, Range

2 East, point also being on the Sumner-Cowley County line; thence south along the Sumner-Cowley County line to the Southeast Corner of Section 36 of said Township and Range, thence west to the Southwest Corner of Section 35, Township 31 South, Range 1 East; thence north to the Northwest Corner of said Section 35; thence west to the Southwest Corner of Section 27 of said Township and Range; thence north to the Northwest Corner of said Section 27; thence west to the Southwest Corner of Section 21 of said Township and Range; thence north to the Northwest Corner of said Section 21; thence west to the Southwest Corner of Section 17 of said Township and Range; thence north to the Northwest Corner of said Section 17; thence west to the Southwest Corner of Section 7 of said Township and Range; thence north to the Southeast Corner of Section 36, Township 30 South, Range 1 West; thence west to the Southwest Corner of Section 34 of said Township and Range; thence north to the point of beginning (excluding any incorporated areas therein).

#### Clearwater Area

The 30 square miles located North of E. 90<sup>th</sup> St., South of E. 119<sup>th</sup> St., West of N. Ridge Road, and East of N. Clearwater Road, all in Sumner County, Kansas.

#### Mulvane Rural Area

Beginning at the Northwest Corner of Section 3 Township 30S, Range 1 West, thence South 1 mile, East 1 mile, South 1 1/2 miles to the Quarter Section line between Section 14 and 15, Township 30S, Range 1 West, thence East 9 miles to the Arkansas River, thence Southeasterly following the Arkansas River to the South line of Section 34, Township 30S, Range 2 East, thence East to the Sumner-Cowley County line, thence North 6 miles along the Sumner-Cowley County line, thence North 6 miles along the Sumner-Cowley County line to the South line of the Sumner-Sedgwick County line, thence West along the Sumner-Sedgwick County line to the point of beginning (excluding any incorporated areas therein).

(the "Covered Area").

4. This Agreement shall not include non-emergency services, which shall be deemed, for the purposes of this Agreement, to be ambulance services which (1) can be scheduled by appointment, (2) will be provided when a patient's health is not in jeopardy, and (3) when the ambulance service will be provided between the person's place of residence and some medical office or non-emergency facility.

5. The City's emergency medical and ambulance services shall be licensed by the State of Kansas and shall:

A. Be staffed with at least two (2) attendants pursuant to K.A.R. 109-2-7.



B. Be covered by liability insurance (1) in amount not less than \$25,000 covering liability for injury to, or death of, one person in any one accident, (2) subject to the said limit for one person, to a limit of not less than \$50,000 covering liability for bodily injury to, or death of two or more persons in any one accident, and (3) a limit of not less than \$10,000.00 for injury to or destruction of property of others in any one accident.

C. Utilize ambulances which meet the minimum recommended vehicle and equipment specifications of K.A.R. 109-2-8.

D. Keep and maintain records relating to the services provided under this Agreement that may be inspected from time-to-time by the County for the purpose of auditing the use of County funds.

6. In consideration of the City's promise and agreement to furnish emergency medical and ambulance service for the Term (defined herein) hereof, the County agrees to pay the City \$228,333 per calendar year. Monthly payments in the amount of \$19,027.75 shall be due on or before the fifteenth (15<sup>th</sup>) day of each month. Provided, however, nothing herein shall obligate the County to make such payments if the City fails to provide emergency medical and/or ambulance service required hereby. Conversely, Mulvane shall not be required to provide emergency medical or ambulance services during any time during which the County fails to make such payments. Mulvane shall retain any and all fees collected from individuals, insurance, and/or third-party payors charged or collected in connection with the services provided hereunder, as from time-to-time established by Mulvane.

7. This Agreement shall be effective beginning January 1, 2025, through December 31, 2025, and shall thereafter terminate unless extended in writing.

8. This Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

10. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior communications, writings, and other documents with regard thereto.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties have executed this Agreement.

SUMNER COUNTY, KANSAS  
BOARD OF COUNTY COMMISSIONERS

[seal]

\_\_\_\_\_  
Steve Warner, Commissioner, 1<sup>st</sup> District

\_\_\_\_\_  
Jim D. Newell, Commissioner, 2<sup>nd</sup> District

\_\_\_\_\_  
John Cooney, Chairman, 3<sup>rd</sup> District

ATTEST:

\_\_\_\_\_  
Debra A. Norris, County Clerk

CITY OF MULVANE, KANSAS

[seal]

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

ATTEST:

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

**AGREEMENT FOR EMERGENCY MEDICAL SERVICE**  
**BETWEEN THE CITY OF MULVANE, KANSAS**  
**AND THE CITY OF BELLE PLAINE, KANSAS**

This Agreement (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Mulvane, Kansas ("Mulvane") and the City of Belle Plaine, Kansas ("Belle Plaine").

WHEREAS, Mulvane and Belle Plaine recognize that residents of Belle Plaine have a need for emergency medical and ambulance service;

WHEREAS, Belle Plaine has the authority under K.S.A. 65-6101 *et seq.*, as amended, to establish, operate and maintain such service and to contract with any person or municipality for the purpose of furnishing said services; and

WHEREAS, Belle Plaine desires to continue to contract with Mulvane to operate emergency medical and ambulance service within Belle Plaine as hereafter described.

NOW, THEREFORE, in consideration of the services to be rendered and the mutual covenants herein contained, it is mutually agreed as follows:

1. Mulvane shall provide emergency medical and ambulance service in the Covered Area (hereinafter specifically described, including Belle Plaine), which shall be available twenty-four (24) hours per day, seven (7) days per week, except when all available equipment or personnel is otherwise in use.
2. Emergency medical and ambulance service shall be deemed, for the purposes of this Agreement, to be such service required by the onset of a medical and/or physical condition which, without immediate medical attention, could reasonably be expected to (1) place the patient's health in serious jeopardy; (2) seriously impair bodily functions; or (3) result in serious injury of any bodily organ or part; or if any other means of transportation except by ambulance and trained personnel could reasonably be expected to endanger the individual's health.
3. Emergency medical and ambulance service shall be available to residents of Belle Plaine, Kansas (as currently incorporated).
4. This Agreement shall not include non-emergency services, which shall be deemed, for the purposes of this Agreement, to be ambulance services which (1) can be scheduled by appointment, (2) will be provided when a patient's health is not in jeopardy, and (3) when the ambulance service will be provided between the person's place of residence and some medical office or non-emergency facility.
5. Mulvane's emergency medical and ambulance services shall be licensed by the State of Kansas and shall:

A. Be generally commensurate with such services provided by Mulvane to its own citizens (with the exception of proximity, response, and travel times).

B. Keep and maintain records relating to the services provided under this Agreement that may be inspected from time-to-time by representatives of Belle Plaine for the purpose of auditing the use of Belle Plaine funds.

6. This Agreement shall be effective beginning January 1, 2025, through December 31, 2025, unless terminated in writing by either party hereto.

7. In consideration of Mulvane's promise and agreement to furnish emergency medical and ambulance service for the Term hereof, Belle Plaine agrees to pay the City \$60,000 per calendar year, as follows: for services from January 1, 2025, thru December 31, 2025 and, \$60,000 shall be made in two equal installments to be due on March 15 and August 15.

Provided, however, nothing herein shall obligate Belle Plaine to make such payments if Mulvane fails to provide emergency medical and/or ambulance service required hereby. Conversely, Mulvane shall not be required to provide emergency medical or ambulance services during any time during which Belle Plaine fails to make such payments. Mulvane shall retain any and all fees collected from individuals, insurance, and/or third-party payors charged or collected in connection with the services provided hereunder, as from time-to-time established by Mulvane.

8. This Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

10. In the absence of any gross negligence, Belle Plaine shall hold Mulvane, its employees, contractors, and representatives harmless, and indemnify it from any and all claims resulting from the performance of this contract or the dutiful performance by the men and women who respond to calls or emergencies in the performance of their duties hereunder. Such indemnity shall include any applicable attorney's fees in the defense thereof, as well as such fees incurred in the enforcement of this Agreement.

11. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior communications, writings, and other documents with regard thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF BELLE PLAINE, KANSAS

[seal]

\_\_\_\_\_  
Greg Harlan, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie McGinnis, City Clerk

CITY OF MULVANE, KANSAS

[seal]

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

ATTEST:

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



City Council Meeting  
December 18, 2024

TO: Mulvane City Council

FR: Gordon Fell, Director of Public Safety

RE: Fund Transfer for of Remaining Public Safety Funds

ACTION: Authorize the Transfer of Funds to the Municipal Equipment Reserve Fund

**Background:**

With expected excess funds in the Public Safety Budgets at the end of 2024, Finance Director Rachael Blackwell and I are requesting excess funds be transferred to the Municipal Equipment Reserve Fund.

**Analysis:**

We are estimating excess funds to be remaining in the 2024 Budget. We request up to \$400,000 to be transferred, after all 2024 expenditures have been made. We anticipate these funds to be used in the first quarter of 2025 to address CIP projects, new police car/body camera systems, tasers and radio needs.

**Financial Considerations:**

Recommended by Finance Director

**Legal Considerations:**

None

**Recommendation:**

Motion to Authorize the Fund Transfer of up to \$400,000 from the 2024 Public Safety Budgets (Police, Fire and EMS) to the Municipal Equipment Reserve Fund.

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

**TO:** Mayor and City Council  
**SUBJECT:** Phase 3 - Main “A” Sanitary Sewer Improvements  
**FROM:** Chris Young, City Engineer - Young & Associates, PA  
**ACTION:** ACTION ITEM - Review/Approve Construction Agreement with Apex Excavating, LLC

**Background:**

The Main A Sanitary Sewer project is the result of a 2001 Sanitary Sewer System Analysis and a study update completed in 2021. The proposed Main A improvements provide increased capacity to address new land development in the NE area of the City and creates a second crossing of the BNSF railroad and K-15. In November of 2022 the City modified the Main A project scope from a single construction installation to (4) four project phases (see “Project Phasing Map” below).

Phase 1 of the Main A SS project was bid in December of 2022 and completed by Apex Excavating in September of 2023. Phase 2 was bid in October of 2023 and completed by Apex Excavating in April of 2024. Phase 3 was bid on November 14, 2024 with Apex Excavating submitting the low bid. On December 2, 2024, a Notice of Award was issued to Apex Excavating for the Phase 3 improvements.

**Analysis:**

Phase 3 Main A bids included an “Add Alternate” bid for replacement of pavements. Based on the low bid submitted, City staff recommends accepting the Add Alternate bid. The contract days for Phase 3, including the additional pavement replacement work, is 165 calendar days. Following is an updated tentative time-line for Phase 3:

Approve Const. Agreement..... Dec. 18, 2024  
 Notice to Proceed (30-day late start)..... Jan. 17, 2025  
 Complete Phase 2 Main A Improvements,  
 (165-calendar days)..... July 1, 2025

**Financial Considerations:**

The total construction contract amount, including Add Alternate, is \$1,187,155.00. The project is being financed by General Obligation Bonds.

**Legal Considerations:**

Per City Attorney.

**Recommendation/Action:**

City staff recommends approving a construction agreement with Apex Excavating, LLC as outlined in the following Sample Motion:

*Sample Motion -*

*I move the City enter into a construction agreement with Apex Excavating, LLC in the amount of \$1,187,155 for Phase 3 of the Main A Sanitary Sewer improvements and authorize the Mayor to sign.*



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

# AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year **20\_\_** by and between **CITY OF MULVANE, KANSAS** (hereinafter called OWNER) and **Apex Excavating, LLC** (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## Article 1. WORK

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

### **PHASE 3 - MAIN "A" SANITARY SEWER IMPROVEMENTS, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS**

## Article 2. ENGINEER

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

## Article 3. CONTRACT TIME

- 3.1 The WORK is to be substantially completed within the number of calendar days indicated by the BIDDER in Section 00300 – Bid Form, Paragraph 6 and Paragraph 7, from the date when the contract time commences to run, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed by the deadline and ready for acceptance by the OWNER within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize that the timely performances of services by other parties involved in OWNER'S project are materially dependent upon CONTRACTOR'S specific compliance with the requirements of Paragraph 3.1. Further, they recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental and any other losses or damages) suffered by

OWNER if complete acceptable Work is not completed on time. Accordingly, and instead of requiring proof of such losses or damages, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER TWO HUNDRED FIFTY DOLLARS (\$250.00) for each calendar day that expires after the time specified in Paragraph 3.1 for completion of acceptable Work.

#### **Article 4. CONTRACT PRICE**

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

Contractor's Unit Price Bid as attached.

#### **Article 5. PAYMENT PROCEDURES**

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

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

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

## **Article 6. INTEREST**

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

## **Article 7. CONTRACTOR REPRESENTATIONS**

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

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

## **Article 8. CONTRACT DOCUMENTS**

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

- 8.1 This Agreement (Pages 00500-1 through 00500-6 inclusive)
- 8.2 Exhibits to this Agreement.
- 8.3 Performance Bond, Payment Bond, and Statutory Bond, consisting of **8** pages.

8.4 General Conditions, consisting of **64** pages.

8.5 Special Conditions, consisting of **2** pages.

8.6 Specification bearing the title:

**PHASE 2 - MAIN "A" SANITARY SEWER IMPROVEMENTS,  
CITY OF MULVANE, SEDGWICK-SUMNER COUNTY, KANSAS**

8.7 Drawings, consisting of sheets numbered **1** through **15** inclusive, bearing the following titles:

<u>Sheet No.</u>	<u>Sheet Name</u>
1.	Title Sheet
2.	Key Map and General Notes
3.	Coordinate Control and Construction Sequencing
4.	Demolition Plan
5.-7.	Sanitary Sewer Line No. 2 – Plan & Profile
8.	Pavement Replacement Plan
9.	Miscellaneous Details
10.	Standard Pavement Details
11.	Standard Precast Manhole Details
12.	Manhole Frame & Cover Details
13.	Sanitary Sewer Riser Assembly & Clean-Out Details
14.	Erosion Control Plan
15.	Erosion Control Details

8.8 Addendum No's 1\_\_\_\_\_

8.9 CONTRACTOR'S Bid (pages 00300-1 to 00300-9, inclusive).

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

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

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

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or

supplemented as provided in Paragraphs 3.4 and 3.5 of the General Conditions.

#### **Article 9. MISCELLANEOUS**

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

#### **Article 10. OTHER PROVISIONS**

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

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_.

OWNER: THE CITY OF MULVANE, KANSAS

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

ATTEST: \_\_\_\_\_  
Debra Parker, City Clerk

Address for giving notices:

211 N. Second Ave.  
Mulvane, Kansas 67110

CONTRACTOR: \_\_\_\_\_.

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

ATTEST: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_



# BID FORM

PROJECT IDENTIFICATION: **PHASE 3 - MAIN "A" SANITARY SEWER IMPROVEMENTS, CITY OF MULVANE, SEDGWICK-SUMNER COUNTY, KANSAS**

This Bid is submitted to: **THE CITY OF MULVANE  
211 N. SECOND AVE.  
MULVANE, KANSAS 67110**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the bonds and other documents required by the Bidding Requirements within ten (10) calendar days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledge):

ADDENDA NO. / DATE	ADDENDA NO. / DATE
1/November 1, 2024	
_____	_____
_____	_____
_____	_____

- b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
    - c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the

Special Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in the Special Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

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

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

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

**PHASE 3 - MAIN "A" SANITARY SEWER IMPROVEMENTS (BASE BID):**

<b>Item No.</b>	<b>Approx. Quantity</b>	<b>Unit</b>	<b>Item Description (written in words)</b>	<b>Unit Price</b>	<b>Amount</b>
1.	2,023	LF	21" Sanitary Sewer Pipe, complete in place per linear foot.	<u>\$ 150.00</u>	<u>\$ 303,450.00</u>
2.	81	LF	20" (CertaLok) Sanitary Sewer Pipe, complete in place per linear foot.	<u>\$ 250.00</u>	<u>\$ 20,250.00</u>
3.	64	LF	12" Sanitary Sewer Pipe, complete in place for per linear foot.	<u>\$ 95.00</u>	<u>\$ 6,080.00</u>
4.	96	LF	8" Sanitary Sewer Pipe, complete in place per linear foot.	<u>\$ 75.00</u>	<u>\$ 7,200.00</u>
5.	10	LF	6" Sanitary Sewer Pipe, complete in place for per linear foot.	<u>\$ 70.00</u>	<u>\$ 700.00</u>
6.	81	LF	30" Steel Encasement, complete in place for per linear foot.	<u>\$ 345.00</u>	<u>\$ 27,945.00</u>
7.	3	LS	Connect to Existing Sanitary Sewer, complete in place per lump sum.	<u>\$ 3,255.00</u>	<u>\$ 9,765.00</u>
8.	4	LS	Connect to Existing Manhole, complete in place per lump sum.	<u>\$ 3,740.00</u>	<u>\$ 14,960.00</u>
9.	4	EA	Standard Sanitary Sewer Manhole (5' Dia.), complete in place per each.	<u>\$ 15,195.00</u>	<u>\$ 60,780.00</u>
10.	4	EA	Standard (Outside Drop) Sanitary Sewer Manhole (5' Dia.), complete in place per each.	<u>\$ 21,090.00</u>	<u>\$ 84,360.00</u>

Item No.	Approx. Quantity	Unit	Item Description (written in words)	Unit Price	Amount
11.	2	EA	Connect to Existing 4" Sanitary Sewer Service Line, complete in place per each.	\$ 1,575.00	\$ 3,150.00
12.	16	EA	21"x4" Tee and Riser Assembly, complete in place per each.	\$ 3,070.00	\$ 49,120.00
13.	2	EA	15" Pipe Plug, complete in place per each.	\$ 875.00	\$ 1,750.00
14.	18	EA	12" Pipe Plug, complete in place per each.	\$ 685.00	\$ 12,330.00
15.	2	EA	8" Pipe Plug, complete in place per each.	\$ 545.00	\$ 1,090.00
16.	377	SY	Existing Gravel Surfacing Removal, complete in place per square yard.	\$ 20.00	\$ 7,540.00
17.	1,787	SY	Existing AC Pavement Removal, complete in place per square yard.	\$ 25.00	\$ 44,675.00
18.	268	LF	Existing Concrete Curb & Gutter Removal, complete in place per linear foot.	\$ 20.00	\$ 5,360.00
19.	658	SF	Existing Concrete Pavement Removal, complete in place per square foot.	\$ 20.00	\$ 13,160.00
20.	34	LF	Existing Concrete Toe Wall Removal and Replacement, complete in place per linear foot.	\$ 55.00	\$ 1,870.00
21.	55	SY	Existing Concrete Valley Gutter Removal, complete in place per square yard.	\$ 125.00	\$ 6,875.00
22.	1,426	SF	Existing Concrete Sidewalk Removal, complete in place per square foot.	\$ 10.00	\$ 14,260.00
23.	377	SY	Construct Gravel Surfacing, complete in place per square yard.	\$ 30.00	\$ 11,310.00

Item No.	Approx. Quantity	Unit	Item Description (written in words)	Unit Price	Amount
24.	172	SY	Construct AC Pavement Patch, complete in place per square yard.	\$ 60.00	\$ 10,320.00
25.	658	SF	Construct 6" Concrete Pavement, complete in place per square foot.	\$ 8.00	\$ 5,264.00
26.	57	SY	Construct 7" Reinforced Concrete Valley Gutter, complete in place per square yard.	\$ 90.00	\$ 5,130.00
27.	73	LF	Construct Concrete Curb & Gutter, complete in place per linear foot.	\$ 82.50	\$ 6,022.50
28.	46	SF	Construct 4" Concrete Sidewalk, complete in place per square foot.	\$ 25.00	\$ 1,150.00
29.	1	EA	Construct Handicap Ramp, complete in place per each.	\$ 950.00	\$ 950.00
30.	1,034	LF	Flushed and Vibrated Sand Backfill, complete in place per linear foot.	\$ 130.00	\$ 134,420.00
31.	6	EA	Abandon Existing Sanitary Sewer Manhole, complete in place per each.	\$ 7,335.00	\$ 44,010.00
32.	1	LS	Seeding and Erosion Control (BMP), complete in place per lump sum.	\$ 8,839.00	\$ 8,839.00
33.	1	LS	Site Clearing and Restoration, complete in place per lump sum.	\$ 137,984.50	\$ 137,984.50
<b>TOTAL BASE BID</b>					<b>\$ 1,062,070.00</b>

**ALTERNATE BID ITEMS:**

Item No.	Approx. Quantity	Unit	Item Description (written in words)	Unit Price	Amount
A.1	1,565	SY	Construct 5" AC Pavement on 5" Crushed Rock Reinforced Base, complete in place per square yard.	\$ 60.00	\$ 93,900.00

Item No.	Approx. Quantity	Unit	Item Description (written in words)	Unit Price	Amount
A.2	38	SY	Construct 7" Reinforced Concrete Valley Gutter, complete in place per square yard.	\$ 170.00	\$ 6,460.00
A.3	176	LF	Construct Concrete Curb & Gutter, complete in place per linear foot.	\$ 50.00	\$ 8,800.00
A.4	1,213	SF	Construct 4" Concrete Sidewalk, complete in place per square foot.	\$ 10.00	\$ 12,130.00
A.5	3	EA	Construct Handicap Ramp, complete in place per each.	\$ 1265.00	\$ 3,795.00
<b>TOTAL ALTERNATE BID ITEMS</b>					\$ 125,085.00
<b>TOTAL BASE BID with ALTERNATE BID ITEMS</b> <i>(add Base Bid to above Alternate Bid amounts)</i>					\$ 1,187,155.00

5. Quantities are not guaranteed. Final payment will be based on actual quantities.
6. BIDDER agrees that the work identified in the above "BASE BID" will be substantially complete within One Hundred Twenty (120) calendar days, and completed and ready for final payment in accordance with Article 14 of the General Conditions on or before the dates, or within the number of calendar days indicated herewith.
7. BIDDER agrees that the work identified in the above "BASE BID with ALTERNATE BID ITEMS" will be substantially complete within One Hundred Sixty-Five (165) calendar days, and completed and ready for final payment in accordance with Article 14 of the General Conditions on or before the dates, or within the number of calendar days indicated herewith.
8. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
9. The following are attached to and made a condition of this Bid:
  - a. Required Bid Security in the form of Bid Bond.

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

10. Communications concerning this Bid shall be addressed:

Jennifer Sparks - jennifers@apexexc.com

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

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

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

- 1. Phase 1 Main A SS Improvements - SS
- 2. Phase 2 Main A SS Improvements - SS
- 3. Cypress Glen - WDS, SS, SWD, PAV
- 4. The Heights at Maize - WDS, SS
- 5. Prairie Hills Addition Ph 7 - WDS, SS, SWS, PAV

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

Subcontractor's Name	Type of Work
APAC	Paving
Cillessen	Traffic Control
Commercial Lawn Mgmt	Erosion Control/Seeding
Mayer	Testing

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

Install Traffic Control on Prater - start installing from MH 2.10 - moving Traffic Control as we go - continue installing pipe & MH's - removing pavement & replacing as we go.

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

Date: 11/14/2024, 20

By: Jennifer Sparks

Title: Sr. Estimator/Sr. PM

**CERTIFICATIONS:**

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

**SUBMITTED ON** 11/14/2024, 20

IF BIDDER IS:

**A CORPORATION**

By: \_\_\_\_\_ (Seal)

(Corporation Name)

\_\_\_\_\_  
(Name of person authorized to sign)

\_\_\_\_\_  
(Title)

ATTEST: \_\_\_\_\_

(Secretary)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**A PARTNERSHIP**

By: Apex Excavating, LLC (Seal)

(Firm Name)

Travis Kelly

(General Partner)



Business address: 302 W. 61st Street N

Park City, KS 67204

Phone No.: 316.943.0774

**A JOINT VENTURE**

By: \_\_\_\_\_  
(Name)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

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

**An INDIVIDUAL**

By: \_\_\_\_\_ (SEAL)  
(Individual's Name)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_



### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Chandler Lamm**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

**Any and All Bonds**

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

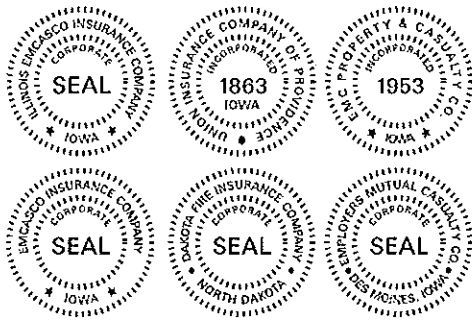
### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



*Scott R. Jean*  
 Scott R. Jean, President & CEO  
 of Company 1; Chairman, President  
 & CEO of Companies 2, 3, 4, 5 & 6

*Todd Strother*  
 Todd Strother, Executive Vice President  
 Chief Legal Officer & Secretary of  
 Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

*Kathy Loveridge*  
 Notary Public in and for the State of Iowa



### CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of November, 2024.

*Ryan J. Springer*  
 Vice President

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

**TO:** Mayor and City Council  
**SUBJECT:** Harvest Point Addition, Phase 1 Infrastructure  
**FROM:** City Engineer - Young & Associates, PA  
**AGENDA:** ACTION ITEM – Review/Approve Construction Agreement with Conspec, Inc. dba Kansas Paving

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**Background:**

In December of 2023 the City approved resolutions for financing the first phase of infrastructure improvements for the Harvest Point residential development. Phase 1 Mass Grading and Detention Ponds, Sanitary Sewer, Storm Sewer and Water Line improvements are under construction with an anticipated completion date of December 30, 2024.

Bids for Phase 1 Street Improvements were received on November 21, 2024 with Kansas Paving submitting the low bid. A Notice of Award was approved and issued to Kansas Paving on December 2, 2024.

**Analysis:**

Phase 1 Street Improvements will construct connections to Webb Rd. at Sapphire Ln. and Emerald Valley Dr. Following is an updated tentative time-line for Street Improvements:

Approve Const. Agreement..... Dec. 18, 2024  
Notice to Proceed..... Dec. 30, 2024  
Complete Street Improvements,  
(60-calendar days)..... Feb. 28, 2025

**Financial Considerations:**

The total construction contract amount for Phase 1 Street Improvements is \$515,468.00.  
All project costs are paid 100% by the development through special assessment property taxes.

**Legal Considerations:**

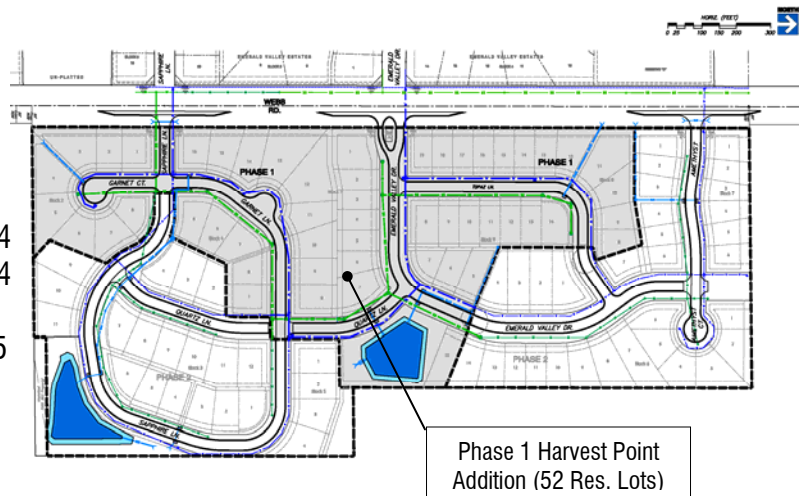
Per City Attorney.

**Recommendation/Action:**

City staff recommends approving a construction agreement and issue a Notice to Proceed with Kansas Paving as outlined in the following sample motion:

*Sample Motion:*

*I move the City enter into a construction agreement with Conspec, Inc. dba Kansas Paving in the amount of \$515,468.00 and issue a Notice to Proceed for Phase 1 Street Improvements to serve the Harvest Point Addition, and authorize the Mayor to sign.*



## NOTICE TO PROCEED

Dated: \_\_\_\_\_

**TO: Conspec, Inc. (DBA) Kansas Paving  
4880 N. Broadway Ave.  
Wichita, Kansas 67219**

**PROJECT: STREET IMPROVEMENTS, TO SERVE PHASE 1 HARVEST POINT,  
CITY OF MULVANE, SEDGWICK COUNTY, KANSAS**

You are notified that the Contract Time under the above contract will commence to run on December 30, 2024. By that date, you are to start performing the Work and your other obligations under the Contract Documents. The date of Substantial Completion and Final Completion are set forth in the Agreement; they are February 28, 2025 and March 28, 2025 respectfully.

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

City of Mulvane  
Owner

By: \_\_\_\_\_  
Title: Mayor

# AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year **20\_\_** by and between **CITY OF MULVANE, KANSAS** (hereinafter called OWNER) and Conspec Inc. dba Kansas Paving (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## Article 1. WORK

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

**STREET IMPROVEMENTS, TO SERVE PHASE 1 HARVEST POINT, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS**

## Article 2. ENGINEER

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

## Article 3. CONTRACT TIME

3.1 The WORK is to be substantially completed within the number of calendar days indicated by the BIDDER in Section 00300 – Bid Form, Paragraph 6, from the date when the contract time commences to run, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed by the deadline and ready for acceptance by the OWNER within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize that the timely performances of services by other parties involved in OWNER'S project are materially dependent upon CONTRACTOR'S specific compliance with the requirements of Paragraph 3.1. Further, they recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental and any other losses or damages) suffered by OWNER if complete acceptable Work is not completed on time. Accordingly, and instead of requiring proof of such losses or damages,

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

#### **Article 4. CONTRACT PRICE**

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

Contractor's Unit Price Bid as attached.

#### **Article 5. PAYMENT PROCEDURES**

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

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

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

#### **Article 6. INTEREST**

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

## **Article 7. CONTRACTOR REPRESENTATIONS**

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

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

## **Article 8. CONTRACT DOCUMENTS**

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

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



8.6 Specification bearing the title:

**STREET IMPROVEMENTS, TO SERVE PHASE 1 HARVEST POINT, CITY  
OF MULVANE, SEDGWICK COUNTY, KANSAS**

8.7 Drawings, consisting of sheets bearing the following titles:

<u>Sheet No.</u>	<u>Sheet Name</u>
1.	Title Sheet
2.	Harvest Point Plat, Pg. 2 of 2
3.	Key Map and General Notes
4.	31' Pavement Details
5.	Sapphire Ln. & Garnet Ct. – Plan & Profile
6.	Garnet Ln. – Plan & Profile
7.	Quartz Ln. – Plan & Profile
8.	Emerald Valley Dr. (West) – Plan & Profile
9.	Emerald Valley Dr. (East) – Plan & Profile
10.	Topaz Ln. – Plan & Profile
11.	Misc. Pavement Details
12.	Sidewalks and Curb & Gutter Standard Details
13.	Standard Type 1-A Curb Inlet Details
14.	Sign Details
15.	Erosion Control Plan - South
16.	Erosion Control Plan - North
17.	Back of Curb Protection, Curb Inlet Protection & Construction Entrance Details
18.-28.	Street Cross-Sections

8.8 Addendum No's   1  \_\_\_\_\_

8.9 CONTRACTOR'S Bid (pages 00300-1 to 00300-10, inclusive).

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

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

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

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

**Article 9. MISCELLANEOUS**

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

**Article 10. OTHER PROVISIONS**

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

This Agreement will be effective on \_\_\_\_\_, 20\_\_.

OWNER: THE CITY OF MULVANE, KANSAS

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

ATTEST: \_\_\_\_\_  
Debra Parker, City Clerk

Address for giving notices:

211 N. Second Ave.  
Mulvane, Kansas 67110

CONTRACTOR: \_\_\_\_\_.

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

ATTEST: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

# BID FORM

PROJECT IDENTIFICATION: STREET IMPROVEMENTS, TO SERVE PHASE  
1 HARVEST POINT, CITY OF MULVANE,  
SEDGWICK COUNTY, KANSAS

This Bid is submitted to: THE CITY OF MULVANE  
211 N. SECOND AVE.  
MULVANE, KANSAS 67110

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the bonds and other documents required by the Bidding Requirements within ten (10) calendar days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledge):

ADDENDA NO. / DATE	ADDENDA NO. / DATE
#1 11/19/2024	
_____	_____
_____	_____

- b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
  - c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Special Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in the Special

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

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



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

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

**STREET IMPROVEMENTS:**

Item No.	Approx. Quantity	Unit	Item Description	Unit Price	Amount
1.	1,092.0	SY	6" Asphaltic Concrete Pavement, complete in place per square yard.	\$ <u>27.00</u>	\$ <u>29,484.00</u>
2.	8,744.2	SY	5" Asphaltic Concrete Pavement, complete in place per square yard.	\$ <u>19.00</u>	\$ <u>166,139.80</u>
3.	1,909.9	SY	8" Reinforced Crushed Rock Sub-Grade, complete in place per square yard.	\$ <u>11.00</u>	\$ <u>21,008.90</u>
4.	10,874.2	SY	5" Reinforced Crushed Rock Sub-Grade, complete in place per square yard.	\$ <u>8.00</u>	\$ <u>86,993.60</u>
5.	1,303.3	LF	2'-6" Combined Curb & Gutter (6" Std.), complete in place per linear foot.	\$ <u>10.00</u>	\$ <u>13,033.00</u>
6.	4,484.8	LF	2'-6" Combined Curb & Gutter (3-5/8" Roll-Back), complete in place per linear foot.	\$ <u>8.00</u>	\$ <u>35,878.40</u>
7.	205.4	LF	2'-6" Combined Curb & Gutter (6-5/8" Median), complete in place per linear foot.	\$ <u>22.00</u>	\$ <u>4,518.80</u>
8.	491.2	SY	7" Reinforced Concrete Valley Gutter, complete in place per square yard.	\$ <u>60.00</u>	\$ <u>29,472.00</u>
9.	1	LS	Earthwork, complete in place per lump sum	\$ <u>4,500.00</u>	\$ <u>4,500.00</u>
10.	79.3	SY	Existing AC Pavement Removal, complete in place per square yard.	\$ <u>15.00</u>	\$ <u>1,189.50</u>
11.	8.4	SY	Light-Type Stone Rip-Rap on Geotextile Liner, complete in place per square yard.	\$ <u>150.00</u>	\$ <u>1,260.00</u>

Item No.	Approx. Quantity	Unit	Item Description	Unit Price	Amount
12.	970.0	SY	Gravel Surface (temporary cul-de-sac), complete in place per square yard.	\$ <u>12.00</u>	\$ <u>11,640.00</u>
13.	11	EA	Type 1A Curb Inlet Hookups, complete in place per each.	\$ <u>600.00</u>	\$ <u>6,600.00</u>
14.	5	EA	Type 3 Barricades, complete in place per square yard.	\$ <u>1,000.00</u>	\$ <u>5,000.00</u>
15.	16	EA	Street Signs, complete in place per square yard.	\$ <u>550.00</u>	\$ <u>8,800.00</u>
16.	140.0	LF	Pavement Marking (Thermoplastic) (White) (6"), complete in place per linear foot.	\$ <u>5.00</u>	\$ <u>700.00</u>
17.	4	EA	Pavement Marking Symbol (Thermoplastic) (White) (Turn Arrow), complete in place per each.	\$ <u>350.00</u>	\$ <u>1,400.00</u>
18.	9	EA	Handicap Ramps, complete in place per square yard.	\$ <u>600.00</u>	\$ <u>5,400.00</u>
19.	1	LS	Seeding and Erosion Control, complete in place for per lump sum.	\$ <u>9,200.00</u>	\$ <u>9,200.00</u>
20.	1	LS	Site Clearing and Restoration, complete in place per lump sum.	\$ <u>73,250.00</u>	\$ <u>73,250.00</u>
<b>TOTAL BASE BID</b>					\$ <u>515,468.00</u>

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

6. BIDDER agrees that the work will be substantially complete within Sixty (60) calendar days, and completed and ready for final payment in accordance with Article 14 of the General Conditions on or before the dates, or within the number of calendar days indicated herewith.

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

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

- a. Required Bid Security in the form of Bid Bond.
  - b. A tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid.
  - c. Required BIDDER'S Qualification Statement with supporting data.
  - d. (Add other documents as pertinent).
8. Communications concerning this Bid shall be addressed:  
Terry W MacKay 4880 N Broadway  
Park City Kansas 67219
9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
10. To evaluate the BIDDERS qualifications for acceptance on this project, the OWNER requires the following:

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

1. City of Wichita, Street Project, Excavation, Rock Base, C+G, BASE + Surface Asphalt + Seeding, BMPs
2. City of Maize, Street Project, Excavation, Rock Base C+G, Base + Surface Asphalt, Seeding, BMPs
3. City of Derby, Street Project, Excavation, Rock Base C+G Base Asphalt Surface Asphalt, Seeding, BMPs
4. City of Goddard, Street Project, Excavation, Rock Base C+G, Base Asphalt, VG, Surface Asphalt, Seeding + BMPs
5. City of Udall - Street Project, Excavation, Rock Base C+G, Concrete Pavement, Seeding + BMPs.

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

Subcontractor's Name	Type of Work
<u>De Fried line</u>	<u># 14, 15, 16 + 17 Bid Items</u>



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

Excavation, Rock Base, C & G, Handicap Ramps,  
Base Asphalt, Seed & BMPs, Surface Asphalt

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

Date: November 21<sup>st</sup>, 2024

By: T. J. W. [Signature]

Title: V.P. OWNER

**CERTIFICATIONS:**

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

SUBMITTED ON November 21<sup>st</sup>, 2024.  
IF BIDDER IS:

**A CORPORATION**

By: Conspec Inc. dba Kansas Paving (Seal)  
(Corporation Name)

TERRY W. HACKER V.P.  
(Name of person authorized to sign)

V.P. OWNER  
(Title)

ATTEST: [Signature]  
(Secretary)

Business address: 4880 N Broadway

Park City Kansas 67219

Phone No.: 316

**A PARTNERSHIP**

By: \_\_\_\_\_ (Seal)  
(Firm Name)  
\_\_\_\_\_  
(General Partner)

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A JOINT VENTURE**

By: \_\_\_\_\_  
(Name)

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

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

**An INDIVIDUAL**

By: \_\_\_\_\_ (SFAI )  
(Individual's Name)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_





**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

**KNOW ALL MEN BY THESE PRESENTS, that:**

- |   |  |
|---|--|
| 1. Employers Mutual Casualty Company, an Iowa Corporation     | 4. Illinois EMCASCO Insurance Company, an Iowa Corporation   |
| 2. EMCASCO Insurance Company, an Iowa Corporation             | 5. Dakota Fire Insurance Company, a North Dakota Corporation |
| 3. Union Insurance Company of Providence, an Iowa Corporation | 6. EMC Property & Casualty Company, an Iowa Corporation      |

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Sheila Jamison**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

**Any and All Bonds**

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

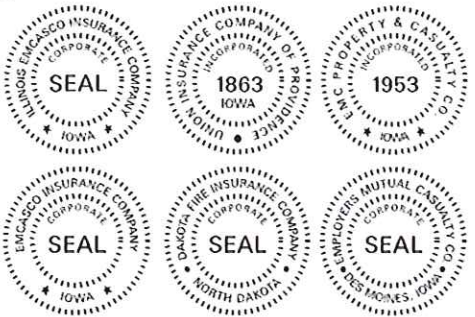
**AUTHORITY FOR POWER OF ATTORNEY**

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



*Scott R. Jean*  
\_\_\_\_\_  
Scott R. Jean, President & CEO  
of Company 1; Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

*Todd Strother*  
\_\_\_\_\_  
Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

*Kathy Loveridge*  
\_\_\_\_\_  
Notary Public in and for the State of Iowa



**CERTIFICATE**

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of November, 2024.

*Ryan J. Springer*  
\_\_\_\_\_  
Vice President

**CITY COUNCIL MEETING  
MULVANE, KANSAS  
December 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> See attached Council memo regarding the approval of a construction agreement with Apex Excavating.  <u>Remaining Work:</u> Approve Notice to Proceed, conduct pre-construction meeting and initiate construction.  <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> See attached Council memo regarding the approval of a construction agreement with Kansas Paving for Phase 1 Street Improvements. The Grading and Utility Contractor has completed sanitary sewer installations. Storm sewer installations are approx. 80% complete and water line installations are approx. 90% complete. Mass Grading and Detention Ponds are approx. 50% complete.  <u>Remaining Work:</u> Complete Mass Grading, Detention Ponds, Storm Sewer and Water Line installations. Conduct a pre-construction meeting with Kansas Paving and initiate street construction.  <u>Contract Status:</u> McCullough Excavation’s current contract amount is \$1,672,980.25. Pay Application No. 5 has been approved in the amount \$396,781.65 and represents approx. 73.2% of the total contract amount (less 10% held in retainage). As of December 9<sup>th</sup> the Contractor had completed approx. 76% 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> See attached Council memo regarding a Notice to Proceed (NTP) with McCullough Excavation. Shop drawings have been submitted and reviewed for utility improvements. A pre-construction meeting was conducted with the Contractor and City staff on November 6<sup>th</sup>. Preliminary street plans are complete and have been submitted to Public Works for review.  <u>Remaining Work:</u> Initiate Mass Grading and Detention Pond, Sanitary Sewer, Water and Storm Sewer construction. Address street design plan review comments and prepare final plans and specifications.  <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.</p>



**CASH & BUDGET STATEMENT**

November 2024

Fund	Begin Bal	Revenue	Expenses	End Bal	Budget	YTD Rev	YTD Exp	Remaining	% Spent
General*	6,468,265.75	235,321.67	564,682.99	6,138,904.43	7,831,360	6,884,157.95	5,787,832.72	2,043,527.28	73.91%
Administration			73,885.19		2,154,800		1,282,482.84	872,317.16	59.52%
Public Works			91,665.31		1,061,370		956,047.42	105,322.58	90.08%
Police			190,511.36		2,334,300		1,719,818.99	614,481.01	73.68%
Fire			40,651.57		544,628		410,527.34	134,100.66	75.38%
Ambulance			151,541.77		1,658,512		1,290,466.31	368,045.69	77.81%
Planning & Zoning			16,427.79		77,250		128,297.92	(51,047.92)	166.08%
Bindweed			-		500		191.90	308.10	38.38%
Employee Benefit	1,036,075.53	7,851.63	229,065.99	814,861.17	2,260,150	2,179,517.50	1,781,029.18	479,120.82	78.80%
Debt Service	97,541.54	6,351.61	-	103,893.15	2,801,814	2,786,278.13	2,788,239.57	13,574.43	99.52%
Capital Improvements	631,408.40	-	-	631,408.40	470,000	15,609.07	11,686.88	458,313.12	2.49%
Special Liability	220,811.99	3,019.23	-	223,831.22	120,000	17,578.75	44,433.55	75,566.45	37.03%
Industrial Development	186,749.24	-	-	186,749.24	53,000	1,664.68	2.13	52,997.87	0.00%
Library	13,260.77	-	-	13,260.77	551,900	547,986.16	544,134.72	7,765.28	98.59%
Special Alcohol	44,435.22	-	-	44,435.22	15,000	-	2,706.28	12,293.72	18.04%
Swimming Pool	(124,486.89)	-	1,196.63	(125,683.52)	171,347	54,183.28	180,520.33	(9,173.33)	105.35%
Sr. Center	(21,618.28)	36.00	10,381.15	(31,963.43)	135,968	50,204.69	84,536.78	51,431.22	62.17%
Library Sales Tax	172,784.32	-	12,557.29	160,227.03	100,000	-	72,054.89	27,945.11	72.05%
1% Sales Tax	1,369,303.71	-	70,349.00	1,298,954.71	1,600,000	821,451.05	788,336.92	811,663.08	49.27%
Special Highway	441,842.00	1,469.45	9,380.39	433,931.06	350,000	261,906.05	89,573.54	260,426.46	25.59%
Special Parks	187,778.48	-	1,406.60	186,371.88	150,000	108,405.21	37,007.60	112,992.40	24.67%
Transient Guest Tax	727,451.10	-	92.50	727,358.60	475,000	680,118.38	396,587.50	78,412.50	83.49%
Mulvane Land Bank	19,110.50	-	-	19,110.50	12,500	-	2,629.20	9,870.80	21.03%
Electric	6,577,434.11	496,600.53	431,806.98	6,642,227.66	7,031,225	5,583,123.46	5,123,554.52	1,907,670.48	72.87%
Water	1,180,582.09	113,102.73	242,798.13	1,050,886.69	1,644,675	1,139,451.58	1,332,279.24	312,395.76	81.01%
Wastewater	1,659,540.83	157,457.10	142,009.16	1,674,988.77	2,233,792	1,745,471.21	1,640,014.17	593,777.83	73.42%
Storm Sewer	478,824.64	5,786.32	4,200.00	480,410.96	165,000	49,373.92	34,038.00	130,962.00	20.63%
Municipal Equipment Reserve	371,358.68	-	-	371,358.68	0	-	242,819.22	(242,819.22)	
ARPA	393,855.69	-	21,517.85	372,337.84	0	-	246,386.49	(246,386.49)	
<b>TOTAL</b>	<b>22,132,309.42</b>	<b>1,026,996.27</b>	<b>1,741,444.66</b>	<b>21,417,861.03</b>	<b>28,172,731</b>	<b>22,926,481.07</b>	<b>21,230,403.43</b>	<b>6,942,327.57</b>	<b>75.36%</b>



Mulvane, KS

# Check Report

By Check Number

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: APBNK-APBNK-POOL</b>						
00012	AIRGAS USA, INC.	11/05/2024	Regular	0.00	63.36	62832
10686	ALEC LANG	11/05/2024	Regular	0.00	188.50	62833
00153	ARIENS SPECIALTY BRANDS LLC	11/05/2024	Regular	0.00	185.77	62834
00047	BNSF RAILWAY CO. INC	11/05/2024	Regular	0.00	100.00	62835
00051	BRENTAG SOUTHWEST, INC	11/05/2024	Regular	0.00	1,716.00	62836
00447	CAPITAL ONE	11/05/2024	Regular	0.00	245.68	62837
00071	CENTRAL POWER SYS & SERV INC	11/05/2024	Regular	0.00	570.00	62838
00101	CHRISTOPHER DAVIS	11/05/2024	Regular	0.00	600.00	62839
00182	CHRISTOPHER HOLZMAN, ATTY AT LAW	11/05/2024	Regular	0.00	150.00	62840
00080	CITY OF MULVANE-UTILITIES	11/05/2024	Regular	0.00	17,360.73	62841
00170	CORE & MAIN	11/05/2024	Regular	0.00	1,324.00	62842
00092	COX COMMUNICATIONS	11/05/2024	Regular	0.00	630.00	62843
00461	EVERGY	11/05/2024	Regular	0.00	14,189.49	62844
10492	F & A FOOD SALES, INC.	11/05/2024	Regular	0.00	582.33	62845
09841	FLOYD MICHAEL TYSON	11/05/2024	Regular	0.00	186.60	62846
00142	FLUID EQUIPEMNET INC	11/05/2024	Regular	0.00	7,211.50	62847
00145	FOUR STATE MAINTENANCE SUPPLY INC	11/05/2024	Regular	0.00	384.21	62848
00149	GALAXIE BUSINESS EQUIPMENT, INC.	11/05/2024	Regular	0.00	481.12	62849
00150	GALL'S INC.	11/05/2024	Regular	0.00	770.34	62850
00152	GARNETT AUTO SUPPLY, INC.	11/05/2024	Regular	0.00	264.16	62851
00152	GARNETT AUTO SUPPLY, INC.	11/05/2024	Regular	0.00	-264.16	62851
	**Void**	11/05/2024	Regular	0.00	0.00	62852
10364	GOECKE SURVEYING, LLC	11/05/2024	Regular	0.00	2,500.00	62853
00160	GRAINGER, W.W. INC.	11/05/2024	Regular	0.00	96.74	62854
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	11/05/2024	Regular	0.00	67.32	62855
00438	HD SUPPLY, INC.	11/05/2024	Regular	0.00	628.78	62856
10660	IDEATEK TELCOM, LLC	11/05/2024	Regular	0.00	163.00	62857
00255	INDUSTRIAL UNIFORM COMPANY LLC	11/05/2024	Regular	0.00	670.60	62858
00254	JAMES LARRY LINN, ATTY AT LAW	11/05/2024	Regular	0.00	2,000.00	62859
10391	JOY KAY WILLIAMS	11/05/2024	Regular	0.00	2,000.00	62860
01034	KANSAS DEPARTMENT OF HEALTH &	11/05/2024	Regular	0.00	10.00	62861
00209	KANSAS GAS SERVICE	11/05/2024	Regular	0.00	432.00	62862
10326	Konica Minolta Premier Finance	11/05/2024	Regular	0.00	134.54	62863
10666	LEQUEITA BRINKLEY	11/05/2024	Regular	0.00	225.00	62864
00252	LIFE-ASSIST, INC.	11/05/2024	Regular	0.00	906.88	62865
00257	LOWES BUSINESS ACCOUNT	11/05/2024	Regular	0.00	1,510.24	62866
	**Void**	11/05/2024	Regular	0.00	0.00	62867
10645	LUXURY LAWN & LANDSCAPING LLC	11/05/2024	Regular	0.00	65.00	62868
09941	MCCULLOUGH EXCAVATION, INC.	11/05/2024	Regular	0.00	188,145.00	62869
00266	MCKEE CLEAR SERVICE SOLUTIONS INC	11/05/2024	Regular	0.00	50.00	62870
01219	MERIDIAN ANALYTICAL LABS LLC	11/05/2024	Regular	0.00	80.00	62871
10349	NATHAN WERTH	11/05/2024	Regular	0.00	2,766.00	62872
00323	PETTY CASH-CITY OF MULVANE	11/05/2024	Regular	0.00	2,746.04	62873
00458	PHILIP L. WEISER	11/05/2024	Regular	0.00	750.00	62874
00340	QUILL CORPORATION	11/05/2024	Regular	0.00	449.83	62875
10599	RICHARD B. PENNELL	11/05/2024	Regular	0.00	98.40	62876
00112	RK BLACK INC	11/05/2024	Regular	0.00	36.04	62877
00385	SHIRTS PLUS INC	11/05/2024	Regular	0.00	435.48	62878
10647	SURVEYING AND MAPPING, LLC	11/05/2024	Regular	0.00	2,180.00	62879
00415	TG TECHNICAL SERVICES INC	11/05/2024	Regular	0.00	667.40	62880
00343	THE RADAR SHOP INC	11/05/2024	Regular	0.00	642.50	62881
00369	THE SALINA SUPPLY COMPANY	11/05/2024	Regular	0.00	710.68	62882
00397	T-MOBILE	11/05/2024	Regular	0.00	264.85	62883
00423	TRIPLETT WOOLF & GARRETSON LLC	11/05/2024	Regular	0.00	2,400.00	62884



Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10664	TWIN VALLEY TELEPHONE INC	11/05/2024	Regular	0.00	954.96	62885
00442	VANCE BROTHERS, LLC	11/05/2024	Regular	0.00	1,500.00	62886
00094	WICHITA WATER CONDITIONING, INC.	11/05/2024	Regular	0.00	116.94	62887
10673	WILDCAT CONSTRUCTION CO.	11/05/2024	Regular	0.00	70,349.00	62888
10689	FACTSET RESEARCH SYSTEMS INC.	11/06/2024	Regular	0.00	849.00	62893
10689	FACTSET RESEARCH SYSTEMS INC.	11/06/2024	Regular	0.00	108.00	62894
10687	FMHUB LLC	11/06/2024	Regular	0.00	1,000.00	62895
00226	KANSAS STATE TREASURER	11/06/2024	Regular	0.00	630.00	62896
00226	KANSAS STATE TREASURER	11/06/2024	Regular	0.00	5,330.00	62897
01048	OFFICE OF ATTORNEY GENERAL	11/06/2024	Regular	0.00	450.00	62898
01048	OFFICE OF ATTORNEY GENERAL	11/06/2024	Regular	0.00	585.00	62899
10279	RAYMOND JAMES & ASSOCIATES INC	11/06/2024	Regular	0.00	35,000.00	62900
10419	S&P Global Ratings	11/06/2024	Regular	0.00	8,550.00	62901
10419	S&P Global Ratings	11/06/2024	Regular	0.00	14,625.00	62902
00423	TRIPLETT WOOLF & GARRETSON LLC	11/06/2024	Regular	0.00	17,225.58	62903
00423	TRIPLETT WOOLF & GARRETSON LLC	11/06/2024	Regular	0.00	33,510.32	62904
00004	A-FORD-ABLE LOCKSMITHING INC.	11/14/2024	Regular	0.00	181.80	62906
01041	ALL COVERED	11/14/2024	Regular	0.00	7,096.88	62907
10493	AMAZON	11/14/2024	Regular	0.00	133.68	62908
00022	APAC-KANSAS, INC., - SHEARS DIVISION	11/14/2024	Regular	0.00	2,345.04	62909
00051	BRENNTAG SOUTHWEST, INC	11/14/2024	Regular	0.00	4,831.95	62910
10494	BTAC HOLDING CORP	11/14/2024	Regular	0.00	1,252.27	62911
10499	CENTER POINT, INC.	11/14/2024	Regular	0.00	49.14	62912
00092	COX COMMUNICATIONS	11/14/2024	Regular	0.00	208.82	62913
00092	COX COMMUNICATIONS	11/14/2024	Regular	0.00	3,386.96	62914
10654	DONITA WOOD	11/14/2024	Regular	0.00	113.70	62915
09885	ED M. FELD EQUIPMENT CO., INC.	11/14/2024	Regular	0.00	3,721.39	62916
00148	GADES SALES COMPANY, INC.	11/14/2024	Regular	0.00	135.00	62917
00150	GALL'S INC.	11/14/2024	Regular	0.00	252.00	62918
00152	GARNETT AUTO SUPPLY, INC.	11/14/2024	Regular	0.00	466.84	62919
	**Void**	11/14/2024	Regular	0.00	0.00	62920
	**Void**	11/14/2024	Regular	0.00	0.00	62921
00160	GRAINGER, W.W. INC.	11/14/2024	Regular	0.00	574.80	62922
10685	GRAY MANUFACTURING COMPANY, INC	11/14/2024	Regular	0.00	8,949.00	62923
01060	GT DISTRIBUTORS INC	11/14/2024	Regular	0.00	2,536.16	62924
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	11/14/2024	Regular	0.00	825.79	62925
00438	HD SUPPLY, INC.	11/14/2024	Regular	0.00	1,281.59	62926
10465	JUMPSTART	11/14/2024	Regular	0.00	1,051.02	62927
00209	KANSAS GAS SERVICE	11/14/2024	Regular	0.00	166.93	62928
00217	KANSAS ONE-CALL SYSTEM, INC.	11/14/2024	Regular	0.00	354.00	62929
00224	KANSAS STAR CASINO	11/14/2024	Regular	0.00	6,255.00	62930
10552	KONICA MINOLTA BUSINESS SOLUTIONS	11/14/2024	Regular	0.00	524.77	62931
00243	KROGER-DILLONS CUSTOMER CHARGE	11/14/2024	Regular	0.00	155.08	62932
10684	LIBRARY SOLUTIONS LLC	11/14/2024	Regular	0.00	11,000.00	62933
00252	LIFE-ASSIST, INC.	11/14/2024	Regular	0.00	169.62	62934
09913	MABCD	11/14/2024	Regular	0.00	944.43	62935
00357	MICHAEL J. ROBINSON	11/14/2024	Regular	0.00	1,247.70	62936
10022	MIDWEST MOTOR SUPPLY CO. INC	11/14/2024	Regular	0.00	33.25	62937
10500	MIDWEST TAPE, LLC.	11/14/2024	Regular	0.00	122.20	62938
00283	MULVANE COOPERATIVE UNION	11/14/2024	Regular	0.00	2,695.29	62939
00283	MULVANE COOPERATIVE UNION	11/14/2024	Regular	0.00	5,783.16	62940
10349	NATHAN WERTH	11/14/2024	Regular	0.00	1,147.50	62941
00307	O'REILLY AUTO ENTERPRISES LLC	11/14/2024	Regular	0.00	587.08	62942
	**Void**	11/14/2024	Regular	0.00	0.00	62943
00340	QUILL CORPORATION	11/14/2024	Regular	0.00	742.48	62944
	**Void**	11/14/2024	Regular	0.00	0.00	62945
09997	REDDI INDUSTRIES, LLC	11/14/2024	Regular	0.00	918.10	62946
00348	REED CARWASH INC.	11/14/2024	Regular	0.00	340.00	62947
00104	RODNEY L SCHUMOCK	11/14/2024	Regular	0.00	315.00	62948
10605	SNAP-ON INCORPORATED	11/14/2024	Regular	0.00	688.00	62949
	**Void**	11/14/2024	Regular	0.00	0.00	62950

Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01086	SOUTH WEST BUTLER QUARRY LLC	11/14/2024	Regular	0.00	1,075.05	62951
10682	STELLA-JONES CORPORATION	11/14/2024	Regular	0.00	21,005.48	62952
00364	SUMNER COUNTY ECONOMIC DEVELOPMENT	11/14/2024	Regular	0.00	3,041.89	62953
09881	TRUGREEN LIMITED PARTNERSHIP	11/14/2024	Regular	0.00	1,765.41	62954
00443	VERIZON WIRELESS	11/14/2024	Regular	0.00	561.68	62955
00451	WALLACE ENVELOPE CO,INC.	11/14/2024	Regular	0.00	258.00	62956
10183	WASTE MANAGEMENT	11/14/2024	Regular	0.00	1,253.24	62957
00459	WESCO	11/14/2024	Regular	0.00	490.68	62958
00462	WESTFALL ELECTRIC INC.	11/14/2024	Regular	0.00	14,136.85	62959
00094	WICHITA WATER CONDITIONING, INC.	11/14/2024	Regular	0.00	256.00	62960
00479	YOUNG & ASSOCIATES, P. A.	11/14/2024	Regular	0.00	34,893.00	62961
00078	CITY OF AUGUSTA	11/14/2024	Regular	0.00	100,000.00	62965
00372	SAMS CLUB	11/14/2024	Regular	0.00	687.44	62966
00012	AIRGAS USA, INC.	11/21/2024	Regular	0.00	45.90	62973
10672	AMR DIESEL PERFORMANCE AND REPAIR	11/21/2024	Regular	0.00	316.25	62974
00153	ARIENS SPECIALTY BRANDS LLC	11/21/2024	Regular	0.00	244.07	62975
00032	AUTOMOTIVE EQUIPMENT, INC.	11/21/2024	Regular	0.00	13,516.00	62976
09891	B & S CROWN LLC	11/21/2024	Regular	0.00	24.00	62977
00051	BRENNTAG SOUTHWEST, INC	11/21/2024	Regular	0.00	8,921.60	62978
00090	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	11/21/2024	Regular	0.00	238.27	62979
00170	CORE & MAIN	11/21/2024	Regular	0.00	4,590.00	62980
10223	CRH COFFEE INC	11/21/2024	Regular	0.00	294.20	62981
00103	DE LAGE LANDEN INC	11/21/2024	Regular	0.00	77.44	62982
10204	EMBLEM ENTERPRISES INC	11/21/2024	Regular	0.00	1,208.08	62983
10475	FLOCK GROUP INC	11/21/2024	Regular	0.00	12,000.00	62984
09841	FLOYD MICHAEL TYSON	11/21/2024	Regular	0.00	347.60	62985
00145	FOUR STATE MAINTENANCE SUPPLY INC	11/21/2024	Regular	0.00	364.45	62986
00150	GALL'S INC.	11/21/2024	Regular	0.00	1,281.58	62987
00152	GARNETT AUTO SUPPLY, INC.	11/21/2024	Regular	0.00	606.36	62988
	**Void**	11/21/2024	Regular	0.00	0.00	62989
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	11/21/2024	Regular	0.00	28.72	62990
10218	INTERLINGUAL INTERPRETING SERVICES	11/21/2024	Regular	0.00	382.36	62991
00030	JOHN DEERE FINANCIAL	11/21/2024	Regular	0.00	142.35	62992
00220	KANSAS POWER POOL	11/21/2024	Regular	0.00	308,858.01	62993
00226	KANSAS STATE TREASURER	11/21/2024	Regular	0.00	3,059.25	62994
00265	KAY L MCCLURE	11/21/2024	Regular	0.00	225.00	62995
10326	Konica Minolta Premier Finance	11/21/2024	Regular	0.00	145.79	62996
00252	LIFE-ASSIST, INC.	11/21/2024	Regular	0.00	3,354.23	62997
00087	M6 CONCRETE ACCESSORIES	11/21/2024	Regular	0.00	818.45	62998
00388	MARC D SIMON	11/21/2024	Regular	0.00	200.00	62999
00264	MAYER SPECIALITY SERVICE LLC	11/21/2024	Regular	0.00	3,450.00	63000
09941	MCCULLOUGH EXCAVATION, INC.	11/21/2024	Regular	0.00	276,511.50	63001
01219	MERIDIAN ANALYTICAL LABS LLC	11/21/2024	Regular	0.00	1,814.00	63002
00357	MICHAEL J. ROBINSON	11/21/2024	Regular	0.00	489.78	63003
10022	MIDWEST MOTOR SUPPLY CO. INC	11/21/2024	Regular	0.00	329.01	63004
01122	OMAHA TRUCK CENTER COMPANY INC	11/21/2024	Regular	0.00	92.00	63005
10371	PB PARENT HOLDCO, LP	11/21/2024	Regular	0.00	245.83	63006
09985	PETER A. MACKINNEY	11/21/2024	Regular	0.00	2,480.00	63007
00331	PRESSURE WASHER SALES & SRV LLC	11/21/2024	Regular	0.00	76.60	63008
00340	QUILL CORPORATION	11/21/2024	Regular	0.00	1,285.01	63009
09997	REDDI INDUSTRIES, LLC	11/21/2024	Regular	0.00	918.10	63010
09997	REDDI INDUSTRIES, LLC	11/21/2024	Regular	0.00	-918.10	63010
10306	RUUD CONCRETE LLC	11/21/2024	Regular	0.00	4,374.00	63011
00379	SEDGWICK CO DIVISION OF FINANC	11/21/2024	Regular	0.00	23,282.42	63012
00379	SEDGWICK CO DIVISION OF FINANC	11/21/2024	Regular	0.00	-23,282.42	63012
00385	SHIRTS PLUS INC	11/21/2024	Regular	0.00	170.15	63013
10605	SNAP-ON INCORPORATED	11/21/2024	Regular	0.00	53.25	63014
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	11/21/2024	Regular	0.00	843.64	63015
10269	SUPERIOR EMERGENCY RESPONSE VEHICLES LLC	11/21/2024	Regular	0.00	1,271.84	63016
10366	UNDERGROUND VAULTS & STORAGE, INC	11/21/2024	Regular	0.00	23.30	63017
00446	VIA CHRISTI HOME MEDICAL LLC	11/21/2024	Regular	0.00	400.00	63018

Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00459	WESCO	11/21/2024	Regular	0.00	2,406.25	63019
10466	WESTLAKE HARDWARE INC	11/21/2024	Regular	0.00	10.36	63020
00471	WICHITA WINWATER WORKS CO INC	11/21/2024	Regular	0.00	311.18	63021
10598	WORTH HYDROCHEM OF OKLA., INC	11/21/2024	Regular	0.00	7,369.80	63022
00479	YOUNG & ASSOCIATES, P. A.	11/21/2024	Regular	0.00	410.00	63023
00379	SEDGWICK CO DIVISION OF FINANC	11/21/2024	Regular	0.00	3,282.42	63024
00379	SEDGWICK CO DIVISION OF FINANC	11/21/2024	Regular	0.00	20,000.00	63025
00032	AUTOMOTIVE EQUIPMENT, INC.	11/27/2024	Regular	0.00	312.00	63033
00447	CAPITAL ONE	11/27/2024	Regular	0.00	56.40	63034
00071	CENTRAL POWER SYS & SERV INC	11/27/2024	Regular	0.00	570.00	63035
00080	CITY OF MULVANE-UTILITIES	11/27/2024	Regular	0.00	17,177.53	63036
00090	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	11/27/2024	Regular	0.00	690.58	63037
00170	CORE & MAIN	11/27/2024	Regular	0.00	544.00	63038
00461	EVERGY	11/27/2024	Regular	0.00	555.00	63039
00130	EXCELSIOR BLOWER SYSTEMS, INC	11/27/2024	Regular	0.00	2,350.11	63040
00150	GALL'S INC.	11/27/2024	Regular	0.00	220.65	63041
00152	GARNETT AUTO SUPPLY, INC.	11/27/2024	Regular	0.00	98.38	63042
	**Void**	11/27/2024	Regular	0.00	0.00	63043
00233	KANSASLAND TIRE CO. INC.	11/27/2024	Regular	0.00	173.00	63044
00252	LIFE-ASSIST, INC.	11/27/2024	Regular	0.00	39.73	63045
01219	MERIDIAN ANALYTICAL LABS LLC	11/27/2024	Regular	0.00	990.00	63046
00302	NATIONAL SIGN COMPANY, INC	11/27/2024	Regular	0.00	86.30	63047
00331	PRESSURE WASHER SALES & SRV LLC	11/27/2024	Regular	0.00	44.00	63048
00340	QUILL CORPORATION	11/27/2024	Regular	0.00	720.72	63049
	**Void**	11/27/2024	Regular	0.00	0.00	63050
	**Void**	11/27/2024	Regular	0.00	0.00	63051
10605	SNAP-ON INCORPORATED	11/27/2024	Regular	0.00	216.00	63052
00397	T-MOBILE	11/27/2024	Regular	0.00	264.85	63053
00434	UNITED STATES POST OFFICE	11/27/2024	Regular	0.00	2,000.00	63054
00443	VERIZON WIRELESS	11/27/2024	Regular	0.00	121.10	63055
10598	WORTH HYDROCHEM OF OKLA., INC	11/27/2024	Regular	0.00	6,161.42	63056
00196	INTRUST CARD CENTER	11/21/2024	Bank Draft	0.00	5,495.15	DFT0004000
00046	BLUE CROSS AND BLUE SHIELD	11/05/2024	Bank Draft	0.00	9,013.93	DFT0004007
00046	BLUE CROSS AND BLUE SHIELD	11/13/2024	Bank Draft	0.00	6,479.58	DFT0004008
00046	BLUE CROSS AND BLUE SHIELD	11/27/2024	Bank Draft	0.00	15,724.03	DFT0004009

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	305	193	0.00	1,451,410.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	14	0.00	-24,464.68
Bank Drafts	56	4	0.00	36,712.69
EFT's	0	0	0.00	0.00
	<b>361</b>	<b>211</b>	<b>0.00</b>	<b>1,463,658.23</b>



Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: PYBNK-PAYROLL-POOL</b>						
01018	AXA EQUITABLE - EQUI-VEST	11/05/2024	Regular	0.00	5,890.00	62889
00079	CITY OF MULVANE	11/05/2024	Regular	0.00	2,296.54	62890
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	11/08/2024	Regular	0.00	78.46	62891
01016	KANSAS PAYMENT CENTER	11/08/2024	Regular	0.00	504.45	62892
00079	CITY OF MULVANE	11/14/2024	Regular	0.00	2,296.54	62962
00106	DELTA DENTAL OF KANSAS	11/14/2024	Regular	0.00	5,333.54	62963
00408	SURENCY LIFE & HEALTH	11/14/2024	Regular	0.00	741.10	62964
01012	AFLAC	11/22/2024	Regular	0.00	316.29	62967
01013	AFLAC GROUP INSURANCE	11/22/2024	Regular	0.00	854.62	62968
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	11/22/2024	Regular	0.00	78.46	62969
01016	KANSAS PAYMENT CENTER	11/22/2024	Regular	0.00	504.45	62970
01022	LEGAL SHIELD	11/22/2024	Regular	0.00	422.60	62971
01021	KPERS	11/08/2024	Bank Draft	0.00	21,291.23	DFT0003985
01021	KPERS	11/08/2024	Bank Draft	0.00	10,584.73	DFT0003986
01026	IRS	11/08/2024	Bank Draft	0.00	24,208.36	DFT0003987
01026	IRS	11/08/2024	Bank Draft	0.00	16,708.70	DFT0003988
01031	KANSAS DEPT OF REVENUE	11/08/2024	Bank Draft	0.00	9,036.08	DFT0003989
01026	IRS	11/08/2024	Bank Draft	0.00	5,661.64	DFT0003990
01021	KPERS	11/22/2024	Bank Draft	0.00	616.65	DFT0003992
01021	KPERS	11/22/2024	Bank Draft	0.00	22,179.20	DFT0003993
01021	KPERS	11/22/2024	Bank Draft	0.00	10,882.96	DFT0003994
01026	IRS	11/22/2024	Bank Draft	0.00	24,612.98	DFT0003996
01026	IRS	11/22/2024	Bank Draft	0.00	17,406.12	DFT0003997
01031	KANSAS DEPT OF REVENUE	11/22/2024	Bank Draft	0.00	9,239.45	DFT0003998
01026	IRS	11/22/2024	Bank Draft	0.00	5,756.24	DFT0003999
00046	BLUE CROSS AND BLUE SHIELD	11/06/2024	Bank Draft	0.00	1,306.78	DFT0004010
00046	BLUE CROSS AND BLUE SHIELD	11/06/2024	Bank Draft	0.00	652.68	DFT0004011
00046	BLUE CROSS AND BLUE SHIELD	11/06/2024	Bank Draft	0.00	1,471.97	DFT0004012
00046	BLUE CROSS AND BLUE SHIELD	11/06/2024	Bank Draft	0.00	7,896.28	DFT0004013
00046	BLUE CROSS AND BLUE SHIELD	11/06/2024	Bank Draft	0.00	4,550.79	DFT0004014
00046	BLUE CROSS AND BLUE SHIELD	11/06/2024	Bank Draft	0.00	3,832.34	DFT0004015
00046	BLUE CROSS AND BLUE SHIELD	11/06/2024	Bank Draft	0.00	7,501.14	DFT0004016
00046	BLUE CROSS AND BLUE SHIELD	11/06/2024	Bank Draft	0.00	14,343.34	DFT0004017

Bank Code PYBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	24	12	0.00	19,317.05
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	21	21	0.00	219,739.66
EFT's	0	0	0.00	0.00
	<b>45</b>	<b>33</b>	<b>0.00</b>	<b>239,056.71</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	329	205	0.00	1,470,727.27
Manual Checks	0	0	0.00	0.00
Voided Checks	0	14	0.00	-24,464.68
Bank Drafts	77	25	0.00	256,452.35
EFT's	0	0	0.00	0.00
	<b>406</b>	<b>244</b>	<b>0.00</b>	<b>1,702,714.94</b>

### Fund Summary

Fund	Name	Period	Amount
999	Pool Cash Fund	11/2024	1,702,714.94
			<b>1,702,714.94</b>

Approved

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

\_\_\_\_\_

December 12, 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. 5 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 \$396,781.65 as requested.

Payment Application No. 5 represents 73.2% of the total contract amount. We estimate approx. 76% 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. 5**

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

**Application For Payment  
Change Order Summary**

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

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,672,980.25
2. Net change by Change Orders.....	\$	\$0.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$1,672,980.25
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$1,224,403.50
5. RETAINAGE:		
a. 10% X \$1,224,403.50 Work Completed.....	\$	\$122,440.35
b. 10% X \$0.00 Stored Material.....	\$	\$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$122,440.35
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$1,101,963.15
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$705,181.50
8. AMOUNT DUE THIS APPLICATION.....	\$	\$396,781.65
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$571,017.10

**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: Zy McCallum, Vice Pres. Date: 12/11/2024

Payment of: \$ 396,781.65  
(Line 8 or other - attach explanation of the other amount)

is recommended by: *C. Young* 12/12/24  
(Engineer) (Date)

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

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

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

Ana Adams 12/11/2024

NOTARY PUBLIC - State of Kansas  
Ana Adams  
My Appt. Expires 7/16/2028

**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract): Harvest Point Phase I								Application Number: 5					
Application Period: November 1, 2024 thru November 30, 2024								Application Date: November 30, 2024					
A	B	C	D	E	F	G	H	I	J	K	L	M	
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED		Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)			From Previous Applications	This Period				
	<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	0.52	\$258,921.00	\$0.00	\$258,921.00	\$0.00	\$258,921.00	52.0%	\$239,004.00
2	21" x 14" RCPHE Storm Sewer, complete in place per linear foot	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 place per linear foot	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 place per linear foot	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 place per each	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, complete in place per each	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 place per each	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 Liner, complete in place	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 per square yard	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 square yard	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 place for per lump sum	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	0.75	\$22,612.50	\$15,075.00	\$7,537.50	\$0.00	\$22,612.50	75.0%	\$7,537.50
					\$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>\$281,533.50</b>		<b>\$266,458.50</b>	<b>\$0.00</b>	<b>\$281,533.50</b>	42.3%	<b>\$384,023.75</b>







**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract): Harvest Point Phase 1										Application Number: 5			
Application Period: November 1, 2024 thru November 30, 2024										Application Date: November 30, 2024			
A	B	C	D	E	F	G	H	I	J	K	L		M
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED		Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)			From Previous Applications	This Period				
	<u>Water Line</u>						\$0.00				\$0.00		\$0.00
1	8" Water Line	3157	LF	\$65.00	\$205,205.00	3100	\$201,500.00	\$60,710.00	\$140,790.00		\$201,500.00	98.2%	\$3,705.00
2	8" DICL SJ Water Line Pipe	16	LF	\$70.00	\$1,120.00	16	\$1,120.00	\$840.00	\$280.00		\$1,120.00	100.0%	\$0.00
3	12" DICL SJ Water Line Pipe	2	LF	\$550.00	\$1,100.00	0	\$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	\$0.00	\$0.00	\$0.00		\$0.00		\$4,200.00
5	Fire Hydrant Assembly	6	EA	\$5,300.00	\$31,800.00	6	\$31,800.00	\$5,300.00	\$26,500.00		\$31,800.00	100.0%	\$0.00
6	8" Valve Assembly	7	EA	\$2,300.00	\$16,100.00	6	\$13,800.00	\$9,200.00	\$4,600.00		\$13,800.00	85.7%	\$2,300.00
7	8" Anchor Valve Assembly	3	EA	\$2,500.00	\$7,500.00	3	\$7,500.00	\$5,000.00	\$2,500.00		\$7,500.00	100.0%	\$0.00
8	8" Anchor Valve Assembly (Special)	3	EA	\$2,500.00	\$7,500.00	3	\$7,500.00	\$2,500.00	\$5,000.00		\$7,500.00	100.0%	\$0.00
9	Flushed and Vibrated Sand Backfill	190	LF	\$5.00	\$950.00	190	\$950.00	\$210.00	\$740.00		\$950.00	100.0%	\$0.00
10	Relocate Existing 2" Rural Water Line	850	LF	\$0.12	\$102.00	0	\$0.00	\$0.00	\$0.00		\$0.00		\$102.00
11	Seeding and Erosion Control	1	LS	\$2,679.00	\$2,679.00	0	\$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	\$1,350.00	\$0.00		\$1,350.00	50.0%	\$1,350.00
<b>Totals</b>					<b>\$280,956.00</b>		<b>\$265,520.00</b>		<b>\$180,410.00</b>	<b>\$0.00</b>	<b>\$265,520.00</b>	94.5%	<b>\$15,436.00</b>

City Council Meeting  
December 16, 2024

TO: Mayor and Council  
FR: Utility Billing Clerk – Shelby Fawcett  
RE: Utility Write-Offs

**ACTION: Approve writing off unpaid final utility bills from 2021**

**Background:**

The Setoff Program allows the Director of Accounts and Reports to set off moneys the State owes debtors (such as State employees earnings, income tax refunds, and other payments) against moneys owed to the State. To participate in the Setoff Program, municipalities must enter into a written agreement with the Director of the Division of Accounts and Reports and provide lists of debts which include debtor names, social security numbers, amounts owed, and the nature of the debts. The master file of delinquent accounts is then matched by the computer with State payments in process, and the payments are set off against the debts. The Setoff Program staff remits these collected moneys twice a month after withholding the collection assistance fees.

We began submitting accounts for setoff in late 1997. Before we began the Setoff Program, we used a collection agency. The amounts they collected were very small. We have had much better success with collections using the Setoff Program.

We have 24 accounts in the 2021 unpaid finals, totaling \$8,727.56. Of these accounts, 24 are in the Setoff program. There are no accounts with credits or in Bankruptcy, 0 accounts are under the \$25.00 minimum. Even though we will be writing these accounts off on the books, they will remain in the Setoff Program for collections.

**Financial Consideration:**

If the unpaid finals are not written off, the Utility's accounts receivable will be inflated and distorted.

I would like to write-off the 2021 unpaid utility finals. The write-off balance will be \$8,727.56. All of these accounts are in the State Setoff Program for collections. This program has been very successful for us.

**Recommendation:**

**Motion to approve the utility write-off amount of \$8,727.56 for 24 accounts from 2021 unpaid finals.**

**CITY COUNCIL MEETING**  
**December 16<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# 082654*

To: City of Mulvane, C # 614299  
 Attn: Brian Bradshaw  
 From: Darren Cox  
 CC: Elizabeth Harrington  
 Date: December 3, 2024  
 Subject: Quote for the Wastewater Plant

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>\$\$\$</del>	<del>\$\$\$</del>
		30,000 lbs.		<del>\$\$\$</del>	<del>\$\$\$</del>
		45,000 lbs.		<del>\$\$\$</del>	<del>\$\$\$</del>
Tax					\$0.00
Transportation Charge					\$250.00
MOS					\$0.00
Total					<del>\$\$\$</del> <del>\$\$\$</del> <del>\$\$\$</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.

*Received  
 BB  
 12-10-24*

City Council Meeting  
December 18<sup>th</sup>, 2024

To: Mayor and City Council  
From: Jacob Coy – Director of Public Works & Utilities  
Re: Transformer Inventory

**Action: Consent the purchase of electrical transformers**

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**Background:** Maintaining a minimum stock of electric distribution transformers is essential for ensuring redundancy in our electric utility inventory. This redundancy is critical for uninterrupted power supply to customers and businesses, especially during system failures. This order will ensure sufficient stock for upcoming projects.

**Analysis:** We've solicited bids that meet or surpass the Department of Energy's efficiency standards from 3 companies and have received bids from Wesco, Midwest Electric and Stanion that included secondary breakers. Secondary breakers are crucial for the longevity of the equipment, protecting transformers and electrical systems from overcurrent conditions and enhancing safety for maintenance.

**Action Required:** With the current Supply chain lead time challenges, it's imperative to secure additional transformers now to avoid disruptions later. Considering the cost analysis and future development needs, I recommend immediate ordering to maintain an adequate stock of transformers.

WESCO						MIDWEST ELECTRIC TRANSFORMERS				STANION			
KVA	QTY	UNIT PRICE	TOTAL	LEAD TIME	NOTES	UNIT PRICE	TOTAL PRICE	LEAD TIME	NOTES	UNIT PRICE	TOTAL	LEAD TIME	NOTES
50	2	\$ 7,501.00	\$15,002.00	25 WKS		\$ 4,895.00	\$ 9,790.00	8 WKS	REFURBISHED; 3 YEAR WARRANTY	\$ 7,740.00	\$15,480.00	72 WKS	HOWARD INDUSTRIES; 18 MO WARRANTY
100	1	\$ 13,172.00	\$13,172.00	23 WKS		\$ 6,770.00	\$ 6,770.00	8 WKS	REFURBISHED; 3 YEAR WARRANTY	\$ 15,000.00	\$15,000.00	72 WKS	HOWARD INDUSTRIES; 18 MO WARRANTY
SUBTOTAL			\$28,174.00			SUBTOTAL		\$ 16,560.00			SUBTOTAL		\$30,480.00
TAX			\$ 2,394.79			TAX		\$ 1,407.60			TAX		\$ 2,590.80
TOTAL			\$30,568.79			TOTAL		\$ 17,967.60			TOTAL		\$33,070.80

**Financial Considerations:** The order consists of 3 refurbished transformers, 2 – 50KVA and 1 – 100KVA from Midwest Electric for \$17,967.60. They have a 3-year warranty and much shorter lead time, funds for these expenditures will be dispersed from the Electric Distribution Fund.



City of Mulvane  
Melissa Hudson  
Mulvane, Kansas

December 9, 2024  
Quote Number: 3777

062759

Midwest Electric Transformer Services is pleased to offer the following quotation for your consideration:

Qty: 2)	50 KVA Single Phase Padmount Transformers	<b>Price:</b> \$4,895.00 each
Qty: 1)	100 KVA Single Phase Padmount Transformer	<b>Price:</b> \$6,770.00 each
	Primary Voltage: 12470Y/7200 (95 KV BIL)	
	Secondary Voltage: 240/120 (30 KV BIL)	
	No Taps	
	60 Hz, 65 °C Rise, Standard Impedance	
	Dead Front, Loop Feed	
	2) Well and 15 kV Insert HV Bushings	
	3) Stud LV Bushings	
	Bayonet Fusing	
	2-Position Load Break Switch	
	Pressure Relief Valve	
	Non-PCB Mineral Oil	
	Munsell Green Paint	

**Shipment:** 6-8 Weeks ARO

**Warranty:** 3 Years

**FOB:** Freight Allowed to Kansas

**Terms:** Net 30 Days with prior approved credit.

~Pricing valid for 15 days

If you have any questions or if you need anything additional regarding this quote, please call me at 785-577-5475.

Thank you,

Reed Hammond – VP of Sales  
Midwest Electric Transformer Services  
785-577-5475  
reed@midwesttransformer.com



# Standard Terms and Conditions

Revised February 2024

Midwest Electric Transformer Services, Inc.  
605 W. Lincoln Blvd, Hesston, KS 67062  
316-283-7500 [midwesttransformer.com](http://midwesttransformer.com)

1. **DEFINITIONS.** As used in these Terms and Conditions (hereinafter, "Terms"), Midwest means Midwest Electric Transformer, Inc. and its employees, agents, officers, assigns, and representatives. "Customer" means the party purchasing a product directly from Midwest. Midwest and Customer may be referred to herein individually as "Party" or collectively as "Parties". "Quote" or "Quoted" refers to only the written quotation document provided by Midwest to the Customer.
2. **TERMS OF SALE.** Should Customer offer to purchase any equipment, services, or other items (hereinafter "Equipment") from Midwest, Midwest's acceptance of such is conditioned upon Customer's assent to these Terms. Any term, provision, or condition in conflict with, in addition to, or in modification of these Terms shall not be binding upon Midwest unless such is accepted in writing by an authorized officer of Midwest. These Terms are not an acceptance of any offer of Customer to purchase, and all offers to purchase made by Customer must be approved and accepted by Midwest. These Terms shall be applicable whether or not they are enclosed with Equipment received by the Customer.
3. **PRICES, PAYMENT TERMS, and SECURITY INTEREST.** Unless agreed to in writing by the Parties, prices quoted by Midwest are current at the date of Quote and shall be subject to revision. Prices shall expire fifteen (15) days from the date of Quote unless Midwest receives a valid and complete purchase order before such time. The amount due shall be paid within the time period specified on the Quote.
4. **TITLE and DELIVERY.** All deliveries shall be FOX or Ex Works ("EXW") Midwest's location. If delivered ("destined" to port, to a freight forwarder, whether arranged by Midwest or by Customer, the freight forwarder will be defined as a representative of Midwest and not of Customer. Risk of loss and title to all Equipment (if paid in full) furnished by Midwest shall pass directly to Customer at Midwest's location. All Delivery dates are estimates and under no circumstances does Midwest guarantee date of delivery.
5. **CANCELLATION OR REVISIONS.** An order may be cancelled or revised only upon written approval by Midwest in its sole discretion. Cancellation charges for a stock (not custom) order shall not be less than 25% of the Equipment price, and due upon invoicing, unless written consent is made by Midwest. In the event Midwest does not approve such cancellation or revision, Customer shall remain liable for the full price of the Equipment ordered.
6. **WARRANTY.** The only warranty applicable to the Equipment shall be such written warranty provided for on the Quote and set forth on corresponding Midwest Warranty document(s). Any warranty provided by Midwest with respect to the Equipment shall have no force or effect unless and until full payment for such Equipment has been received by Midwest.
7. **INDEMNITY and RELEASE.** Customer agrees to indemnify Midwest and hold it harmless from any and all claims and expenses, including attorney's fees and costs, arising from Customer's use of the Equipment. By using the Equipment, Customer hereby agrees to release Midwest from any and all claims, obligations, damages (actual or consequential), and/or cost that Customer may incur arising out of, or in any way, related to the Equipment.
8. **LIMITATION OF DAMAGES.** CUSTOMER UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL CUSTOMER OR ANY THIRD PARTY ENTITLED TO THE RECOVERY OF INDIRECT, EXEMPLARY, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, LIQUIDATED, PUNITIVE, OR OTHER DAMAGES. Customer agrees and acknowledges that no special circumstances are present or contemplated by the Parties that would entitle Customer to consequential or special damages. Customer's maximum remedy for a breach of these Terms is the recovery of monies paid to Midwest for the Equipment involved in the breach.
9. **FORCE MAJEURE.** Midwest shall not be liable for failures in performance due to acts beyond its control, including, but not limited to, acts of God, embargo, stoppage of labor, failure to secure materials of labor from usual sources of supply, riots, acts of war, fire, and acts of governmental or military authorities.

• continues •

10. **MEDIATION, ATTORNEY'S FEES, and GOVERNING LAW.** In the event of any dispute with respect to these Terms or performance of the Parties hereunder which cannot be reasonably settled by the Parties, Midwest and Customer agree to submit the dispute to mediation prior to initiating any litigation. The site of mediation shall be Newton, Kansas, unless another site is mutually agreed to between both Parties. If any action or proceeding shall be commenced to enforce these Terms, or any right arising in connection to these Terms, the prevailing Party shall be entitled to recover from the other Party, reasonable attorneys' fees, costs, and expenses incurred. The Parties agree that the Terms are to be governed and constructed in accordance with the laws of the state of Kansas, and Customer agrees to submit to the jurisdiction of Kansas courts in connection with the contractual relationship embodied in these Terms.
11. **SEVERABILITY, NO-ASSIGNMENT, NON-WAIVER, and ENTIRE AGREEMENT.** Every provision of these Terms is intended to be severable. If any term or provision is illegal, invalid, or unenforceable, such shall not affect the remainder. In lieu of such illegal, invalid, and unenforceable provision, there shall be added automatically, as part of these Terms, provisions similar in terms as necessary to render such provision legal, valid, and enforceable. Midwest's failure to enforce any or all of these Terms shall not constitute a waiver of its rights with respect to the same or any subsequent breach. Customer agrees not to assign or otherwise transfer its rights or obligations under these Terms without written consent of Midwest. These Terms state the entire agreement between the Parties, are binding and controlling, and supersedes all prior proposals and understandings, whether oral or written and all prior communications between the Parties relating to the subject matter of these Terms.

• end •

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**RE: RFQ - transformers 100KVA & 50KVA**

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**From** Ulven, Connor <CUlven@wescodist.com>  
**Date** Wed 12/11/2024 10:00 AM  
**To** Melissa Hudson <MHudson@mulvane.us>  
**Cc** Myers, Michael <MMyers@wescodist.com>

Melissa,

Below is your quote

Qty 2  
50KV transformer (part # QGGX478)  
Price \$7501/e  
23-25 week lead time

**Capacity - kVA:** 50

**Primary Voltage:** 12470 / 7200

**Secondary Voltage:** 240/120

**Details:** \*MUST have a STANDARD SECONDARY VOLTAGE BREAKER & NO TAPS\* PADMOUNT TRANSFORMER SINGLE PHASE PRIMARY VOLTAGE 12470 / 7200 SECONDARY VOLTAGE 240 / 120V BAYONET FUSE LOOP FEED WITHOUT TAPS STANDARD SECONDARY VOLTAGE BREAKER WELLS AND INSERTS STUDS ON SECONDARY DEAD FRONT PENTA BOLT PRESSURE RELIEF VALVE

**Description:** 50 KVA

1PH PADMOUNT TRANSFORMER

12470 GRDY / 7200 - 240/120

NO TAPS

Mini-Padmout 2 HV Bushings, Hood Depth 17

LV Breaker

Bayonet Exp. Fuse+Iso link

Loop Feed

NO LOAD LOSSES-94, LOAD LOSSES-594, TOTAL LOSSES-688

IZ PCT: 1.66 EXC PCT: 2

**Accessories:**

DOE 2016 Standard Compliant Design

Standard Nameplate

Mineral oil per ASTM type II

Stencil 2.5 in high yellow letters

Stencil 2.5 in high yellow letters

Decal H1A

Decal H1B

Decal X1

Decal X2

Decal X3

Decal for Breaker (USA)

Decal for Bayonet Instructions

PRV VIAT Cat# 301-010-01N 35 SCFM

Plastic GRD Connector Plug

LV Bushing, 5/8" Stud, Celeco

Ins Celeco 95 kV BIL - 200 Amp(15 kV) not vented  
HVB Wells, 35KV, Fixed Stud, TRP, Celeco  
CHARDON Isolation Link Cat # CHLA03M  
GE Exp. Fuse Cat # 9F54LFC080  
MUNSELL GREEN  
Breaker  
Bayonet with flapper  
MS Tank 13 Gauge  
MS Sill 13 Gauge  
MS Hood 13 Gauge  
MS Parking Stand 14 Gauge

Qty 1

100KV Transformer (Part # QGGW091)

Price \$13,172/e

21-23 week lead time

**Capacity - kVA:** 100

**Primary Voltage:** 12470 / 7200

**Secondary Voltage:** 240/120

**Details:** CSP PADMOUNT TRANSFORMER SINGLE PHASE PRIMARY VOLTAGE 12470 / 7200 240 / 120 BAYONET FUSE LOOP FEED WITHOUT TAPS STANDARD SECONDARY VOLTAGE BREAKER WELLS AND INSERTS STUDS ON SECONDARY DEAD FRONT PENTA BOLT PRESSURE RELIEF VALVE

**Description:** 100 KVA

1PH PADMOUNT TRANSFORMER

12470 GRDY / 7200 - 240/120

NO TAPS

Mini-Padmount 2 HV Bushings, Hood Depth 17

LV Breaker

Bayonet Exp. Fuse+Partial Range CLF

Loop Feed

NO LOAD LOSSES-153, LOAD LOSSES-1070, TOTAL LOSSES-1223

IZ PCT: 1.97 EXC PCT: 2

**Accessories:**

DOE 2016 Standard Compliant Design

Standard Nameplate

Mineral oil per ASTM type II

Stencil 2.5 in high yellow letters

Stencil 2.5 in high yellow letters

Decal H1A

Decal H1B

Decal X1

Decal X2

Decal X3

Decal for Breaker (USA)

Decal for Bayonet Instructions

PRV VIAT Cat# 301-010-01N 35 SCFM

Plastic GRD Connector Plug

LV Bushing, 1" Stud, Celeco

Ins Celeco 95 kV BIL - 200 Amp(15 kV) not vented

HVB Wells, 35KV, Fixed Stud, TRP, Celeco

FUS CLF SHORTY MERSEN 9F59CBC125

GE Exp. Fuse Cat # 9F54LFC100

MUNSELL GREEN

Bayonet with flapper

MS Tank 12 Gauge  
MS Sill 12 Gauge  
MS Hood 12 Gauge  
MS Parking Stand 14 Gauge

Thank you,



**Connor Ulven**

Account Representative

**Wesco**

M. 712-301-3628 | [culven@wesco.com](mailto:culven@wesco.com)

2301 Fleur Drive, Des Moines, IA 50321

WESCO Terms and Conditions of Sale – [Click Here \[wesco.com\]](#)

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**From:** Melissa Hudson <MHudson@mulvane.us>

**Sent:** Tuesday, December 3, 2024 11:04 AM

**To:** Ulven, Connor <CUlven@wescodist.com>

**Cc:** Myers, Michael <MMyers@wescodist.com>

**Subject:** Re: RFQ - transformers 100KVA & 50KVA

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**This Message Is From an External Sender**

Please use caution with this message. If unsure about the legitimacy/safeness, please click Report Suspicious.

[Report Suspicious](#)

We will need the voltage breaker. Would you please send me a quote? We will have to wait.

---

**From:** Ulven, Connor <CUlven@wescodist.com>

**Sent:** Tuesday, December 3, 2024 10:55 AM

**To:** Melissa Hudson <MHudson@mulvane.us>

**Cc:** Myers, Michael <MMyers@wescodist.com>

**Subject:** RE: RFQ - transformers 100KVA & 50KVA

Melissa,

I can provide what we stock but it doesn't have the voltage breaker. If you really need the voltage breaker you are looking at 40+ weeks or longer.

Let me know your thoughts.

Thank you,



# HOWARD INDUSTRIES

Howard Industries, Inc.  
 Utility Transformer Division  
 P.O. Box 1588  
 Laurel, MS 39441-1588  
 Phone: 601 425 3151  
 Fax: 601 649 8090

# QUOTATION CTSTOIDF1 (TOT

STANTON  
 PO DRAWER F  
 PRATT, KS 67124

FOB: DESTINATION  
 PRICING: \* SEE STATEMENT BELOW \*  
 AGENT: LYNN ELLIOTT CO KC INC

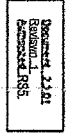
VALIDITY: 30 DAYS  
 TERMS: NET 30 DAYS  
 INQUIRY: MULVANE

QUOTATION NO: CD-6709  
 QUOTATION DATE: 12/06/2024  
 PAGE NO: 1

Item	Qty	Description	Unit Price	Shipment ARO
1	1	PRODUCT: 1-PHASE PADMOUNT ANSI C57.12.25 TYPE 2 DEAD FRONT SINGLE VOLTAGE KVA: 100 KVA HV: 12470GRDY/7200 95KV BIL LV: 240/120 30KV BIL 3 BUSHINGS TAPS: NO TAPS TANK: MILD STEEL OIL TYPE: MINERAL  QUOTING BACK PREVIOUSLY PURCHASED CAT# 6280-186176-200  QUOTED PER CUSTOMER INQUIRY DATED 3/21/24 NON-EVALUATED SINGLE PHASE PAD-DEAD FRONT-LOOP FEED-NO TAPS-SEC BREAKER ----- CLARIFICATION: QUOTING 1 INCH LOW VOLTAGE BUSHING STUD DIAMETER ON ITEM 001 (NOT 5/8IN) TO HANDLE THE AMPERAGE ----- UPDATED 12/6/24  FOR AN ADDITIONAL CHARGE, THE HI-LIFT SINGLE-PHASE TRANSFORMER IS AVAILABLE. PLEASE SEE THE ATTACHED FLYER AND CONTACT YOUR HI REPRESENTATIVE FOR ADDITIONAL INFORMATION.  **NOTE** * DUE TO CURRENT COST VOLATILITY, HOWARD INDUSTRIES RESERVES THE RIGHT TO CHANGE PRICES AT ANY TIME TO COVER INCREASES IN THE KEY TRANSFORMER COST FACTORS BEYOND THE COMPANY'S CONTROL.	\$15,000.00	72-72 WKS

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CONTINUED ON NEXT PAGE



# HOWARD INDUSTRIES

Howard Industries, Inc.  
 Utility Transformer Division  
 P.O. Box 1588  
 Laurel, MS 39441-1588  
 Phone: 601 425 3151  
 Fax: 601 649 8090

**QUOTATION**  
**CUSTOMER COPY**

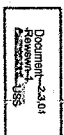
STANTON  
 PO DRAWER F  
 PRATT, KS 67124

FOB: DESTINATION  
 PRICING: \* SEE STATEMENT BELOW \*  
 AGENT: LYNN ELLIOTT CO KC INC

VALIDITY: 30 DAYS  
 TERMS: NET 30 DAYS  
 INQUIRY: MULVANE

QUOTATION NO: CD-6709  
 QUOTATION DATE: 12/06/2024  
 PAGE NO: 1

Item	Qty	Description	Unit Price	Shipment
3	2	PRODUCT: 1-PHASE PADMOUNT ANSI C57.12.25 TYPE 2 DEAD FRONT SINGLE VOLTAGE KVA: 50 KVA HV: 12470GRDY/7200 95KV BIL LV: 240/120 30KV BIL 3 BUSHINGS TAPS: NO TAPS TANK: MILD STEEL OIL TYPE: MINERAL QUOTING BACK PREVIOUSLY PURCHASED CAT# 6250-186176-200 QUOTED PER CUSTOMER INQUIRY DATED 3/21/24 NON-EVALUATED SINGLE PHASE PAD-DEAD FRONT-LOOP FEED-NO TAPS-SEC BREAKER ----- CLARIFICATION: QUOTING 1 INCH LOW VOLTAGE BUSHING STUD DIAMETER ON ITEM 001 (NOT 5/8IN) TO HANDLE THE AMPERAGE ----- UPDATED 12/6/24 FOR AN ADDITIONAL CHARGE, THE HI-LIFT SINGLE-PHASE TRANSFORMER IS AVAILABLE. PLEASE SEE THE ATTACHED FLYER AND CONTACT YOUR HI REPRESENTATIVE FOR ADDITIONAL INFORMATION. **NOTE** * DUE TO CURRENT COST VOLATILITY, HOWARD INDUSTRIES RESERVES THE RIGHT TO CHANGE PRICES AT ANY TIME TO COVER INCREASES IN THE KEY TRANSFORMER COST FACTORS BEYOND THE COMPANY'S CONTROL.	\$7,740.00	72-72 WKS ARO





# HOWARD INDUSTRIES

Howard Industries, Inc.  
 Utility Transformer Division  
 P.O. Box 1588  
 Laurel, MS 39441-1588  
 Phone: 601 425 3151  
 Fax: 601 649 8090

**QUOTATION**  
**CUSTOMER COPY**

STANION  
 PO DRAWER F  
 PRAIRIE, KS 67124

FOB: DESTINATION  
 PRICING: \* SEE STATEMENT BELOW \*  
 AGENT: LYNN ELLIOTT CO KC INC

VALIDITY: 30 DAYS  
 TERMS: NET 30 DAYS  
 INQUIRY: MULVANE

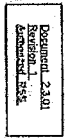
QUOTATION NO: CD-6709  
 QUOTATION DATE: 12/06/2024  
 PAGE NO: 2

Item	Qty	Description	Unit Price	Shipment ARO
		DUE TO COVID-19, LABOR AND RAW MATERIAL SHORTAGES, AS WELL AS OTHER SUPPLY CHAIN DISRUPTIONS, HOWARD INDUSTRIES RESERVES THE RIGHT TO MODIFY LEAD TIMES AT ANY TIME ON BOTH ORDERS THAT HAVE ALREADY BEEN PLACED AND ON FUTURE ORDERS.  ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME.  TRANSFORMERS ON THIS QUOTATION ARE DESIGNED TO COMPLY WITH DOE EFFICIENCY REQUIREMENTS EFFECTIVE FOR COVERED TRANSFORMERS COMPLETING MANUFACTURE BEGINNING JANUARY 1, 2016.		

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LAST PAGE

SUBMITTED BY CHALICE DAVIS



## **Terms of Sale for Fluid-Filled Distribution Transformers (Domestic Market)**

### General

The standard terms and conditions as stated herein constitute the sales contract between Howard Industries, Inc., (hereinafter referred to as "Supplier") and the Purchaser, unless otherwise noted on a Supplier quotation or order acknowledgement. In the event of a conflict between the provisions of a Supplier quotation or order acknowledgement and the standard terms and conditions as stated herein, the provisions of the Supplier's quotation or order acknowledgement shall prevail.

No part of these standard terms and conditions may be altered nor may any additions or deletions be made unless authorized in writing by the Supplier's Marketing Department.

### Quotations

Prices shall be quoted F.O.B. destination, freight prepaid. Quoted prices shall not include sales, use, excise, or any other state and local taxes for which the Purchaser may be liable. Written and verbal quotations shall expire thirty (30) days from the date of the quotation.

### Purchase Orders

All purchase orders shall be subject to the approval of the Supplier's Marketing Department. The Supplier shall reserve the right to decline any order.

### Schedules

Upon receipt of a purchase order and its entry into the production schedule, the Supplier shall send to the Purchaser an acknowledgment, which states and estimated shipping schedule. It shall be the Supplier's intent to honor this schedule if at all possible.

The Supplier shall not be held liable for delay in performance or failure to perform its obligations, if such delay or failure to perform results from situations not reasonably within the Supplier's control, including acts of God, strikes or other labor disputes, civil or military insurrection or riot, delays in transportation, delays as a result of poor vendor performance; causalities such as fire or explosion, or the acts, regulations, or restrictions of governmental authorities.

In cases where the Purchaser requires approval drawings, the production schedule shall begin on the date the approved drawings are received by the Supplier's Marketing Department. This schedule shall be based on current production capabilities and shall supersede any previously stated schedule.

Modification of existing orders by the Purchaser may cause a change in the originally stated shipping schedule.

The Supplier reserves the right to manufacture and ship any items in advance of the acknowledged shipping schedule, unless expressly forbidden by the Purchaser at the time of the order entry.

### Cancellation and Modification

The Supplier may hold the Purchaser liable for any expenses incurred or commitments made on any purchase order which is canceled or modified by the Purchaser. In the event the Supplier chooses to manufacture any items in advance of the acknowledged schedule and such advance manufacture is not expressly forbidden by the Purchaser, such advance manufacture shall not void the Purchaser's liability for modifications and cancellation charges as stated herein.

### Payment

All accounts are payable net thirty (30) days after the date of the invoice. If Purchaser fails to pay any invoice in full within the time stated in the payment terms hereof, Seller may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

### Warranty

Supplier warrants to the original Purchaser that distribution transformers (hereinafter "Equipment") manufactured by Supplier shall be free from defects in material and workmanship under normal use and service conditions. The term of this Warranty shall be the lesser of twelve (12) months from the date of initial installation or eighteen (18) months from date of manufacture.

If within the Warranty period any Equipment shall be proved to Supplier's satisfaction to be defective, such Equipment shall be repaired or replaced at the Supplier's option. Decision on the method and extent of repairs rests solely with Supplier. Supplier's obligation hereunder shall be limited to such repair or replacement, F.O.B. its factory, and shall be conditioned upon Supplier's receiving written notice of any alleged defect within ten (10) days after its discovery and at Supplier's option, return of such Equipment or parts prepaid to Supplier's factory. The costs for removal of defective Equipment and re-installation of repaired or replaced Equipment shall be at Purchaser's expense.

In order to be covered by this Warranty, the Equipment must be properly installed according to accepted industry practices and protected by properly installed and coordinated voltage surge suppressors, current overload, and other current protective devices as appropriate. This Warranty does not cover Equipment that has been subjected to negligence, abuse, accident, or damage after delivery to Purchaser; improper installation, operation, maintenance or storage; modification other than by Supplier; or storage or operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00.

In order to qualify for repair or replacement under the provisions of this Warranty, the Supplier may require that defective Equipment be returned to the Supplier's factory and in such event will provide written authorization to Purchaser. The Supplier will not be responsible for Equipment returned without such written authorization. The Supplier will assume no liability for expenses incurred for repair or replacement of Equipment that is not in accordance with the provisions of this Warranty.

**THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE. SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.**