

MULVANE CITY COUNCIL  
REGULAR MEETING AGENDA  
Monday March 3, 2025

	Page
Call Regular Meeting to Order	
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated February 19, 2025	2-6
Correspondence	
Public Comments (State Name and Address – 5 minutes)	
Appointments, Awards and Citations	
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1. Harvest Point Addition – McCullough Excavation Change Order No. 1	68-69
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<b>CITY STAFF:</b>	
City Clerk	
City Administrator	
City Attorney	
<b>CONSENT AGENDA:</b>	91-99
1. Payroll dated 2/28/25 – \$259,842.60	
2. City Utility Bills for January - \$25,642.27	
3. Pay Appl. #7 – Harvest Point – McCullough Excavation - \$29,627.46	
4. Invoice from G.W. Van Keppel Co. for Loader Repair - \$13,909.26	
<b>ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:</b>	
RDG Planning & Design will be holding a Design Workshop for the Comprehensive Plan on March 5 <sup>th</sup> & 6 <sup>th</sup> at the PIX Community Center from 5:00 p.m. - 7:00 p.m.	
Friends of McConnell Event – Thursday, March 13, 2025 – 6:00 p.m. (You must RSVP by March 5 <sup>th</sup> )	
Next City Council Meeting – Monday, March 17, 2025 – 6:00 p.m.	
<b>ADJOURNMENT:</b>	

**MULVANE CITY COUNCIL  
REGULAR MEETING MINUTES**

February 19, 2025

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, Kurtis Westfall.

**OTHERS PRESENT:** Austin St. John, Debbie Parker, J. T. Klaus, Chris Young, Joel Pile, Mike Robinson, Sheldon Howell, David Buche, Gordon Fell, Sherry Leach, Shelda Leach, Julie Crow.

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

**APPROVAL OF REGULAR MEETING MINUTES:**

MOTION by Leach, second by Huntley to approve the Regular meeting minutes dated February 3, 2025.

MOTION approved unanimously.

**CORRESPONDENCE:** Mayor Allen received questions about who's responsibility it was to remove snow on 111<sup>th</sup> Street the City or County. Staff will clarify the information and report back. Councilmembers also received positive comments on the snow removal from the last snowfall.

**PUBLIC COMMENTS:** The resident at 708 Tristan Dr., Julie Crow, addressed the council regarding a water leak that occurred in January 2024. The increase in water usage affected the sewer average and the monthly amount billed. Since the customer was on level billing and ACH, they did not notice the increase in the monthly sewer amount until the balance up month for level pay was billed on 1/24/25. The balance up month payment increased significantly. The customer applied for a water/sewer adjustment in January 2025 for the January 2024 leak. Staff could not make an adjustment since the leak was a year ago. The council would like staff to provide billing history and adjustment amounts for their consideration.

**APPOINTMENTS, AWARDS AND CITATIONS:**

**1. Appointment to Tree Board:** With the resignation of former Tree Board Member, Jerry Quigley, there is an unfulfilled term on the Board which ends May 2026. An application was received from Cheryl Cardwell to fill the unexpired term. Mayor Allen reviewed the application and made a recommendation.

MOTION by Huntley, second by Westfall to approve the Mayor's recommendation to appoint Cheryl Cardwell to complete the unexpired term of Jerry Quigley on the Mulvane Tree Board.

MOTION approved unanimously.

**OLD BUSINESS**

None

## NEW BUSINESS

### **1. Mulvane Patriots Proposal:**

Sheldon Howell and David Buche with the Kansas Collegiate League Baseball (KCLB) reviewed the proposal with the council. KCLB would like to ask the City for support with a 5-year commitment. If approved, the agreement would include \$17,000 for the first year which would help build out a Mascot. The Mascot would be accessible for all community events year round. It would also help with uniforms and hats, cover operating expenses, include free field usage, and include two (2) community buyouts. It was mentioned that the KCLB All Star Event will be held in Mulvane this year, and the Mulvane Patriots placed in the top 10 of the National Tournament last season.

The agreement may be renewed by the City for up to a 5-year term. For years 2 – 5 the request would be \$10,000 per year for any term extensions. KCLB would like to renew the Cereal Malt Beverage license and is requesting permanent fencing around the spectator portion of the field to aid in the agreement for CMB sales. It was suggested to place posts in the ground and attach chain link panels to create the permanent fenced area.

Councilmember Gerber contacted Park City and El Dorado about their mascot. Both cities advised it was a real benefit for the cost and highly recommended a Mascot. City Attorney, J.T. Klaus, reminded the council that Transient Guest Tax funds cannot be used for any capital improvement like permanent fencing.

MOTION by Huntley , second by Leeds to approve the Mulvane Facility Use Agreement with the Mulvane Patriots for the cost of \$17,000 from Transient Guest Tax funds.  
MOTION approved unanimously.

### **2. Request for Transient Guest Tax Funds – Ks. Assoc. of Chiefs of Police:**

Public Safety Director, Gordon Fell, presented this request to the council on behalf of the Kansas Association of Chiefs of Police (KACP). The KACP is hosting their annual spring conference in Mulvane from April 14-17<sup>th</sup> at the Kansas Star. The KACP is requesting TGT funds to help support the event.

MOTION by Leach second by Westfall to authorize the City Administrator to approve the 2025 request from The Kansas Association of Chiefs of Police for Transient Guest Tax Funds in the amount of \$2,000.  
MOTION approved unanimously.

### **3. Patrol Car Radios:**

Public Safety Director, Gordon Fell, reviewed this item with the council. The purpose of this project is for compliance with encryption mandates for securing personal information. The project is to update the 800 Mhz mobile radios that are in each patrol vehicle to allow for encryption which is not available on our current radios due to their age.

Quotes were received from six (6) vendors with the lowest from Sunny Comm for twelve (12) used Motorola APX-6500 for \$22,596.10. The quote from Sunny Comm does not include the programming which will be done by a separate vendor and will have a 90-day warranty compared to a 3-year warranty. Radios that are mounted in patrol vehicles are less likely to have issues normally addressed under the warranty compared to a handheld portable radio. Our current radios

were purchased from Sunny Comm and have served us well. This will be a plug and play product after programming.

MOTION by Leeds, second by Leach to approve the quote from Sunny Communications LLC for the purchase of twelve 800 Mhz mobile radios in the amount of \$22,596.10.

MOTION approved unanimously.

#### **4. District Collaboration Board:**

City Administrator, Austin St. John, reviewed this item with the council. Sedgwick Co. Commissioner, Jim Howell, contacted the City to introduce a new program to foster greater collaboration among local taxing jurisdictions by forming a District Collaboration Board for District 5. The Board would meet every other month and discuss challenges the community faces and identify innovative solutions. Howell is requesting the City select a nominee to serve on the Board.

The Board will include representatives from cities Derby, Wichita, Mulvane; School Districts USD 259, 260, 263, and 394; Improvement Districts Oaklawn, Sunview, and Sunswept Heights; and Townships Riverside, Gypsum, Minneha, and Rockford. Howell will chair the meetings and will appoint up to three members of the public. Once all the nominations have been received, Howell will communicate further details to the members.

MOTION by Huntley, second by Gerber to appoint Austin St. John, City Administrator, to the District Collaboration Board for District 5 of Sedgwick County.

MOTION approved unanimously.

### **ENGINEER**

#### **1. Project Review and Update:**

Main "A" Sanitary Sewer Improvements Phase 3 – Traffic control plans have been submitted and are under review.

Phase 1 Harvest Point – Seeding and erosion control to be completed. Ready for a final inspection for Grading and Utility construction.

Emerald Valley Estates 2<sup>nd</sup> Addition – Mass Grading and Detention Pond work is being completed. Begin work on Sanitary Sewer.

English Park Pedestrian Bridge – An RFP for structural and geotechnical engineering services has been sent out to local structural engineers for bridge abutment design and pedestrian bridge specs.

It was mentioned that additional road work still needs to be completed at First St. and Bridge (K-53) from the Sanitary Sewer Phase 2 project.

### **LAND BANK**

The City Council is also the Mulvane Land Bank Board of Trustees. All land acquisition-related invoices and bills need to be approved and paid for by the Land Bank Board of Trustees.

MOTION by Huntley, second by Leach to recess the 2/19/25 City Council meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Gerber, second by Huntley to approve the 1/6/25 Land Bank Trustee meeting minutes.

MOTION approved unanimously.

MOTION by Huntley, second by Leach to approve the Mulvane News invoice in the amount of \$114.40 for the publication of the Land Bank Annual Report.

MOTION approved unanimously.

MOTION by Leach, second by Westfall to adjourn the meeting of the Mulvane Land Bank Board of Trustees and reconvene as the Mulvane City Council.

MOTION approved unanimously.

## **CITY STAFF**

**City Clerk:** None

**City Administrator:**

**1. Finance Report** – City Administrator, Austin St. John, provided the January finance report to the council.

**City Attorney:**

**1. Executive Session** – City Attorney, J.T. Klaus, requested an executive session for a period not to exceed five (5) minutes to discuss matters deemed privileged in the Attorney-Client Relationship.

MOTION by Leach, second by Leeds 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 five (5) minutes and to reconvene in open session at approximately 7:10 p.m. to include the Mayor, City Council, City Administrator, and City Attorney.

MOTION approved unanimously at 7:05 p.m.

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

MOTION approved unanimously at 7:14 p.m.

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

**CONSENT AGENDA ITEMS:**

MOTION by Leach, second by Westfall to approve consent agenda items 1-4.

1. Payroll Dated 2/14/25 - \$246,931.43
2. January Warrant Register - \$2,365,739.70
3. Pay Appl. #2 – Emerald Valley 2<sup>nd</sup> – McCullough Excavation - \$195,815.12
4. Invoice to repair Loader Fuel System – G. W. Van Keppel Co. - \$16,153.56

MOTION approved unanimously.

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

Retirement Reception for Larry Holloway, KPP's Assistant General Manager, February 20, 2025.  
There is no council workshop scheduled for February.  
Next City Council Meeting – Monday, March 3, 2025 – 6:00 p.m.

**ADJOURNMENT:**

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

MOTION approved unanimously at 7:15 p.m.

Minutes by:

Debra M. Parker, City Clerk

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

CITY COUNCIL MEETING  
March 3, 2025

TO: Mayor & Council  
SUBJECT: Tree Board Member – Replace Position - Recommendation  
FROM: Tree Board  
ACTION: **Review the recommendation and make appointment of Dan Herpolsheimer**

**Background:**

The Mulvane Tree Board has seven (7) members. Each member serves a three (3) year term. The Mulvane Tree Board is requesting the replacement of a non-active member. This will leave an unfulfilled term on the Board which ends May 2026.

Dan Herpolsheimer has submitted his application for the Tree Board after learning about the replacement position from a current Tree Board member Pat Arroyo. The application was provided to Mayor Allen for review.

**Analysis:**

Mayor Allen will make a recommendation to the City Council. Current members and terms are as follows:

TREE BOARD  
THREE (3) YEAR TERMS  
Meets 2<sup>nd</sup> Tuesday each month at City Hall – 12:00 p.m.

Gary Showalter	2026 – (Replacing Position)
Leanna Yohe	2026
Joyce Riecker	2026
Cheryl Cardwell	2026
Sue Shoemaker	2027
Pat Arroyo	2027
Nancy Reed	2027

**Legal Considerations:** None

**Financial Considerations:** The Tree Board members serve without compensation.

**Recommended Action**

**Motion to approve the Mayor’s recommendation to appoint Dan Herpolsheimer to complete the unexpired term of Gary Showalter on the Mulvane Tree Board.**

Discussion/Vote

Board and Commission  
Application & Questionnaire

Name: DANIEL W HERPOLSHEIMER Date: 2-18-2025

Address: 504 SE LOUIS DR. MULVANE, KS 67110

Phone #: 316-250-5471 Email: danherpolsheimer@yahoo.com

What board or commission would you like to serve on? TREE BOARD

How long have you lived in the City of Mulvane? 59 YEARS

Why are you interested in serving on this board, commission or committee? I LOVE ...

TREES THEY ARE BENEFICIAL TO THE PLANET  
EAT CO<sub>2</sub> & MAKE OXYGEN PROVIDE SHADE & BEAUTY  
REDUCE ENERGY AND ARE GODS FIRST SOLAR COLLECTORS

What is your profession and do you have any special skill sets that would be beneficial to this board, commission or committee?

42 YR CAREER IN HEARTH PRODUCTS. RETIRED  
I AM A TREE KEEPER AND A PAST BOARD MEMBER  
I OWN A HOBBIE SHOP IN MULVANE BUSY ON  
SATURDAYS ONLY. I PLANTED 280 TREES ON  
MY ESTATE AND HAVE EQUIPMENT

Are you committed to regularly attending the board, commission or committee meetings?  
YES I WAS A PAST BOARD MEMBER BUT STILL WORKING  
LONG HOURS I AM RETIRED NOW

How did you learn about this opening?  
PAT AARYO BOARD MEMBER

Signature: Daniel W Herpolsheimer

Attach letters or additional information if desired.



City Council Meeting  
March 3, 2025

TO: Mayor and Council

FR: City Staff

RE: Sewer &/or Water Adjustment for Tim Crow – 708 Tristan Dr.

ACTION: Adjust 2024 Sewer Average

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**Background:**

At the 2/19/25 City Council meeting, the resident of 708 Tristan Dr, Julie Crow, was present to ask the council for a sewer/water adjustment for 2024 high water usage. The increased usage was during sewer averaging months, therefore, increasing the monthly sewer charge. The customer is on level pay and ACH and did not notice the sewer increase until the balance up month for level pay. The customer applied for a water adjustment on 1/28/25 for 2024 usage. Since the requested adjustment was a year ago, city staff was unable to make the adjustment. Staff was instructed to provide information regarding the leak for council consideration.

Customers are allowed one water adjustment in a twelve-month period. The adjustment is figured based on the average 12-month water usage prior to the leak. The customer must pay for the cost of their average consumption at the normal rate plus the consumption difference at the City rate. The difference between what is billed and the new adjusted amount due will be the credit amount. For the sewer average, the adjusted average consumption is used instead of the high consumption for the one month that is to be adjusted.

Timeline:

July 20, 2020 - The customer signed up for level billing. Guidelines are given to each customer at that time and are also mailed out each year with the customer's new level payment letter. (The letter advises the customer to keep track of their current balance).

4/24/2024 – A letter was sent to the customer advising them of the cost of their new sewer average and applying for an adjustment by 5/15/24.

9/12/24 – A letter was sent to the customer reminding them their account is behind \$1,175.41 and will need to be paid in full by February 5, 2025.

**Analysis:**

Staff ran analytics on the customer's water meter for January 2024. The analytics records the meter reading every hour to determine usage. At the time of the leak repair 1/10/24 nothing appeared to be abnormal. The report shows an increase in usage beginning 1/24/24 until 1/26/24. There was -0- usage from 1/26/24 a.m. until 1/29/24 p.m. when usage resumed. (Continual usage may be the result of a variety of reasons including a running toilet).

The customers December 2023 water usage was 9,000 / January 2024 was 53,000 / and February 2024 was 29,000. This makes a sewer average of 30,000 at a cost of \$178.50. Usage for March 2024 was back down to 9,000.

**Legal Considerations:**

Guidelines were provided to the customer and letters were sent on 4/24/24 and 9/12/24 as a courtesy, to make them aware of a possible leak &/or a large balance due. The city is not legally obligated to notify the customer.

**Financial Consideration:**

The customer was billed \$267.07 for January 2024 water consumption. If an adjustment is given for water, the credit would be \$142.74. The water usage for January 2024 would be changed to 9,000 instead of 53,000 to figure the sewer average. This makes water consumption 9, 9, 29 with an average of 16,000 for the sewer average. If the council wishes to use 16,000 as a new average for 2024, the monthly cost would be \$105.00 making a credit of \$808.50. If the council wishes to make an additional adjustment and figure the sewer average as 9, the monthly cost would be \$68.25 making a credit of \$1212.75.

**Council Options:**

Water adjustment for January 2024 totaling \$142.74.

Adjust the 2024 sewer average to 16,000 with a credit of \$808.50.

Adjust the 2024 sewer average to 9,000 with a credit of \$1212.75.

**Council can discuss and make any necessary motions.**

**Attachments:**

Level billing guidelines

Consumption History (Separate Attachment)

Meter analytics

Adjustment form and plumbing bill

2/16/24 Level payment letter

4/24/24 Letter

9/12/24 Letter

**ADJUSTMENT OF WATER BILL**

Ordinance #974

Date 1/28/2025

I, Tim Crow, owner/renter of the property at  
708 Tristan Dr. Mullane 67110, hereby ask for an adjustment of my water bill  
for the month of December 2023, due to a water leak. I have fixed the water  
leak at the above address on this date: 1/10/2024.

Type of leak: Water pipe leak in basement

I understand that I may apply for 1 adjustment in a 12 month period. I understand that by taking this adjustment I will not qualify for any additional adjustments should another leak occur within the next 12 months, regardless of the size of the leak and amount of water used. (A copy of the plumbing bill to repair the leak must be submitted with this adjustment application.)

316-259-6382  
Daytime Phone

[Signature]  
Owners/Renters Signature

E-mail address: timcrow00@gmail.com

**FOR OFFICE USE ONLY**

	Total of last year's usage, if applicable	<u>105,000</u>	
<u>4.44/1000</u>	Present usage	<u>53,000</u>	<u>1 267.07</u>
<u>+ 5.25</u>	Average past usage/City average	<u>9</u>	<u>1 49.71</u>
	Consumption Difference/City rate	<u>44 21.696</u>	<u>1 74.62</u>
	Amount of adjusted bill	<u>124.33</u>	
	Sewer adjustment, if applicable	<u>Jan 9,000</u>	
	Amount of plumbing bill/receipt	<u>7300.00</u>	

Dec - 9, Jan 9, Feb. 29 = 16,000 = \$105.00/mo.

I have determined to the best practical methods that there was a leak at the above address and will adjust the bill as per ordinance.

Adj. 2 mos. sewer  
Dec - 9  
Jan - 9 = 9  
Feb - 9 768.25  
Contacted \_\_\_\_\_  
Memo \_\_\_\_\_  
Cr. Book \_\_\_\_\_  
Machine \_\_\_\_\_  
List \_\_\_\_\_

WATER DEPARTMENT  
Acct. # 16-7350-04  
Billed 14-267.07 5  
Owes 124.33  
Credit 143.74  
New Bill Amt. \_\_\_\_\_  
Accepted \_\_\_\_\_ Declined \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Branine Plumbing Llc

Jarid Branine  
Business Number (316)650-9850  
515 Park Ave  
Mulvane, KS 67110  
(316)650-9850  
jbplumb85@gmail.com

INVOICE  
INV0114

DATE  
01/10/2024

DUE  
On Receipt

BALANCE DUE  
USD \$300.00

### BILL TO

**Tim Crow**

timcrow00@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
Repair leaking copper water line in the basement at manifold	\$300.00	1	\$300.00

**TOTAL** \$300.00

### Payment Info

**BALANCE DUE** USD \$300.00

#### BY CHECK

Branine Plumbing Llc

#### OTHER

Thank you for your business! Look forward to serving you in the future.

**CITY OF MULVANE**

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211 N Second, Mulvane, KS 67110 Phone: 316-777-1143

2/16/2024

TIM CROW  
708 TRISTAN  
MULVANE, KS 67110

Account # 16-7350-04  
708 TRISTAN MULVANE KS 67110

Dear Customer,

Beginning with the next bill, due March 5, 2024 your new level payment of \$172.00 will be due. This will be the amount owed each month through January 5, 2024. The payment due February 5, 2025 will be increased or decreased to bring your account back to a -0- balance. For customers with a credit balance, this amount will be rolled into the next level payment amount. Customers will remain on the level billing program until canceled by the customer, or taken off by the City due to a late payment or insufficient funds. If you have any questions, please feel free to contact our office.

Sincerely,

*Lachelle Tootle*

Lachelle Tootle  
Utility Billing Clerk

(NOTE: Your account balance is always printed on your bill. It is advised to keep track of your **prior balance** that is printed at the top of the bill. For clarification on the level pay rsv and the prior balance please feel free to contact us at 777-1143. A copy of the Level Billing Guidelines is enclosed for your reference. )

CITY OF MULVANE  
211 N. SECOND  
MULVANE, KS. 67110  
777-1143

April 24, 2024

Tim Crow  
708 Tristan  
Mulvane, KS 67110

Re: Sewer Charge  
Acct. #16-7350-04

Dear Customer,

Water usage during December, January, and February will affect your sewer average for the next year. We have not received anything from you regarding an adjustment for a leak.

The new sewer averages have been established and will go out on the next billing. Your sewer average is 30 at a cost of \$178.50 per month. This is the amount you will pay per month for one year.

If you had a leak and need to apply for an adjustment, you may do so at the City Building. You may apply for 1 adjustment in a 12 month period. You would need to provide a plumbing bill showing the leak has been repaired. This will need to be taken care of no later than 5/15/2024 in order to qualify for the adjustment.

If you have any questions, please feel free to contact our office at the above number.

Sincerely,

*Lachelle Tootle*

Lachelle Tootle  
Utility Billing Clerk  
ltootle@mulvane.us

**CITY OF MULVANE  
211 N. SECOND  
MULVANE, KS. 67110  
316-777-1143**

September 12, 2024

Tim Crow  
708 Tristan  
Mulvane, KS 67110

Re: Level Billing Account Balance  
Acct. # 16-7350-04

Dear Customer,

This is a courtesy reminder that your utility account will need to be brought back to a -0- balance with your February 5, 2025 payment. Currently your account balance is behind \$1175.41.

Your level payment is \$172.00. You may wish to pay extra on your level payment the next few months to avoid a high catch up month. The account balance is always printed on your bill for your information. If you have any questions regarding your account, please feel free to contact our office anytime.

Sincerely,

*Shelby Fawcett*

Shelby Fawcett  
Utility Billing Clerk  
316-777-1143

**LEVEL BILLING GUIDELINES**  
**IMPORTANT – PLEASE READ**

1. The customer must have at least a 12 month history established at one residence before being eligible.
2. The customer shall have a good 12 month payment record (payment must be received on or before the 5<sup>th</sup> due date) as determined by the City Administrator before being eligible for level billing.
3. The customer shall pay the level payment amount by the 5<sup>th</sup> due date each month to remain on the program.
4. The City reserves the right to increase the level payment amount due to any rate increases that may occur. The customer will be notified of the new amount prior to any such increase.
5. Customers can make additional payments at any time if they feel their account is getting behind, or request to increase their level payment amount. The account balance is printed on your bill each month. It is recommended that you keep track of your current balance due.
6. Any additional payments received, will be determined as extra payments. It will not be considered as payment for the next month. The level payment amount must be received EACH month, on or before the due date, regardless of extra payments made.
7. **If the customer pays the bill late, they will be automatically dropped from the program by the City, and the penalty shall apply. The customer will be required to bring their account up to date at that time. Any accounts not paid are subject to disconnect.**
8. The customer will remain on the program until they request to be removed, or taken off for late payment or insufficient funds by the City. The account must be brought up to date (paid in full) at that time.
9. The customer shall bring his/her current balance up to date with the February 5<sup>th</sup> payment each year. The customer shall increase or decrease their payment to have a -0- balance. Any credit balance will be carried forward on the next billing and figured into the next level payment amount.
10. Notification to customers with their new level payment amount for the coming year will be sent the second week of February. The new level payment will begin with the January bill (which mails out in February and is due on or before March 5<sup>th</sup> of each year.)
11. Methods of payment: In person, Drive-up window, Drop box, Mail, Automatic bank draft, Credit/Debit card, or online at [www.mulvanekansas.com](http://www.mulvanekansas.com). **Please include your payment stub for proper credit. If you are paying by phone you will need to indicate you are on level payment, so the correct amount will be applied.**

Nov./2010



Time	Read (GAL)	Consumption (GAL)
01/11/2024 10:00 AM CST	668260	10
01/11/2024 09:00 AM CST	668250	0
01/11/2024 08:00 AM CST	668250	0
01/11/2024 07:00 AM CST	668250	10
01/11/2024 06:00 AM CST	668240	40
01/11/2024 05:00 AM CST	668200	0
01/11/2024 04:00 AM CST	668200	0
01/11/2024 03:00 AM CST	668200	0
01/11/2024 02:00 AM CST	668200	11
01/11/2024 01:00 AM CST	668189	0
01/11/2024 12:00 AM CST	668189	0
01/10/2024 11:00 PM CST	668189	9
01/10/2024 10:00 PM CST	668180	13
01/10/2024 09:00 PM CST	668167	57
01/10/2024 08:00 PM CST	668110	30
01/10/2024 07:00 PM CST	668080	80
01/10/2024 06:00 PM CST	668000	30
01/10/2024 05:00 PM CST	667970	10
01/10/2024 04:00 PM CST	667960	0
01/10/2024 03:00 PM CST	667960	0
01/10/2024 02:00 PM CST	667960	24
01/10/2024 01:00 PM CST	667936	76
01/10/2024 12:00 PM CST	667860	0
01/10/2024 11:00 AM CST	667860	10
01/10/2024 10:00 AM CST	667850	9
01/10/2024 09:00 AM CST	667841	1
01/10/2024 08:00 AM CST	667840	10
01/10/2024 07:00 AM CST	667830	20
01/10/2024 06:00 AM CST	667810	20
01/10/2024 05:00 AM CST	667790	0
01/10/2024 04:00 AM CST	667790	0
01/10/2024 03:00 AM CST	667790	10
01/10/2024 02:00 AM CST	667780	0
01/10/2024 01:00 AM CST	667780	10
01/10/2024 12:00 AM CST	667770	0
01/09/2024 11:00 PM CST	667770	10
01/09/2024 10:00 PM CST	667760	12
01/09/2024 09:00 PM CST	667748	0

Time	Read (GAL)	Consumption (GAL)
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01/25/2024 01:00 PM CST	676800	290
01/25/2024 12:00 PM CST	676510	290
01/25/2024 11:00 AM CST	676220	280
01/25/2024 10:00 AM CST	675940	297
01/25/2024 09:00 AM CST	675643	283
01/25/2024 08:00 AM CST	675360	290
01/25/2024 07:00 AM CST	675070	290
01/25/2024 06:00 AM CST	674780	292
01/25/2024 05:00 AM CST	674488	278
01/25/2024 04:00 AM CST	674210	300
01/25/2024 03:00 AM CST	673910	280
01/25/2024 02:00 AM CST	673630	295
01/25/2024 01:00 AM CST	673335	285
01/25/2024 12:00 AM CST	673050	280
01/24/2024 11:00 PM CST	672770	290
01/24/2024 10:00 PM CST	672480	297
01/24/2024 09:00 PM CST	672183	283
01/24/2024 08:00 PM CST	671900	100
01/24/2024 07:00 PM CST	671800	0
01/24/2024 06:00 PM CST	671800	204
01/24/2024 05:00 PM CST	671596	176
01/24/2024 04:00 PM CST	671420	0
01/24/2024 03:00 PM CST	671420	30
01/24/2024 02:00 PM CST	671390	11
01/24/2024 01:00 PM CST	671379	19
01/24/2024 12:00 PM CST	671360	0
01/24/2024 11:00 AM CST	671360	0
01/24/2024 10:00 AM CST	671360	9
01/24/2024 09:00 AM CST	671351	1
01/24/2024 08:00 AM CST	671350	0
01/24/2024 07:00 AM CST	671350	0
01/24/2024 06:00 AM CST	671350	33
01/24/2024 05:00 AM CST	671317	37
01/24/2024 04:00 AM CST	671280	50
01/24/2024 03:00 AM CST	671230	0

Time	Read (GAL)	Consumption (GAL)
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01/27/2024 04:00 AM CST	682550	0
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01/27/2024 02:00 AM CST	682550	0
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01/26/2024 03:00 PM CST	682550	0
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01/26/2024 01:00 PM CST	682550	0
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01/26/2024 10:00 AM CST	682550	0
01/26/2024 09:00 AM CST	682550	270
01/26/2024 08:00 AM CST	682280	290
01/26/2024 07:00 AM CST	681990	290
01/26/2024 06:00 AM CST	681700	292
01/26/2024 05:00 AM CST	681408	288
01/26/2024 04:00 AM CST	681120	290
01/26/2024 03:00 AM CST	680830	280
01/26/2024 02:00 AM CST	680550	295
01/26/2024 01:00 AM CST	680255	285
01/26/2024 12:00 AM CST	679970	280
01/25/2024 11:00 PM CST	679690	290
01/25/2024 10:00 PM CST	679400	298
01/25/2024 09:00 PM CST	679102	282
01/25/2024 08:00 PM CST	678820	290
01/25/2024 07:00 PM CST	678530	290
01/25/2024 06:00 PM CST	678240	292
01/25/2024 05:00 PM CST	677948	288

Time	Read (GAL)	Consumption (GAL)
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01/28/2024 07:00 PM CST	682550	0
01/28/2024 06:00 PM CST	682550	0
01/28/2024 05:00 PM CST	682550	0
01/28/2024 04:00 PM CST	682550	0
01/28/2024 03:00 PM CST	682550	0
01/28/2024 02:00 PM CST	682550	0
01/28/2024 01:00 PM CST	682550	0
01/28/2024 12:00 PM CST	682550	0
01/28/2024 11:00 AM CST	682550	0
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01/28/2024 07:00 AM CST	682550	0
01/28/2024 06:00 AM CST	682550	0
01/28/2024 05:00 AM CST	682550	0
01/28/2024 04:00 AM CST	682550	0
01/28/2024 03:00 AM CST	682550	0
01/28/2024 02:00 AM CST	682550	0
01/28/2024 01:00 AM CST	682550	0
01/28/2024 12:00 AM CST	682550	0
01/27/2024 11:00 PM CST	682550	0
01/27/2024 10:00 PM CST	682550	0
01/27/2024 09:00 PM CST	682550	0
01/27/2024 08:00 PM CST	682550	0
01/27/2024 07:00 PM CST	682550	0
01/27/2024 06:00 PM CST	682550	0
01/27/2024 05:00 PM CST	682550	0
01/27/2024 04:00 PM CST	682550	0
01/27/2024 03:00 PM CST	682550	0
01/27/2024 02:00 PM CST	682550	0
01/27/2024 01:00 PM CST	682550	0
01/27/2024 12:00 PM CST	682550	0
01/27/2024 11:00 AM CST	682550	0
01/27/2024 10:00 AM CST	682550	0
01/27/2024 09:00 AM CST	682550	0
01/27/2024 08:00 AM CST	682550	0
01/27/2024 07:00 AM CST	682550	0

Time	Read (GAL)	Consumption (GAL)
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01/30/2024 08:00 AM CST	686300	310
01/30/2024 07:00 AM CST	685990	330
01/30/2024 06:00 AM CST	685660	295
01/30/2024 05:00 AM CST	685365	285
01/30/2024 04:00 AM CST	685080	280
01/30/2024 03:00 AM CST	684800	290
01/30/2024 02:00 AM CST	684510	299
01/30/2024 01:00 AM CST	684211	281
01/30/2024 12:00 AM CST	683930	290
01/29/2024 11:00 PM CST	683640	290
01/29/2024 10:00 PM CST	683350	334
01/29/2024 09:00 PM CST	683016	306
01/29/2024 08:00 PM CST	682710	150
01/29/2024 07:00 PM CST	682560	0
01/29/2024 06:00 PM CST	682560	10
01/29/2024 05:00 PM CST	682550	0
01/29/2024 04:00 PM CST	682550	0
01/29/2024 03:00 PM CST	682550	0
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01/29/2024 12:00 AM CST	682550	0
01/28/2024 11:00 PM CST	682550	0
01/28/2024 10:00 PM CST	682550	0
01/28/2024 09:00 PM CST	682550	0

## Carson Insurance Group

### Insurance Summary and Recommendations 2025

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February 26, 2025

To: Mulvane City Council Members  
From: Tom Burkhart President Carson Insurance Group  
RE: Property & Casualty Insurance Renewal for 2025-2026

Carson Insurance Group has once again reviewed the insurance program for the City of Mulvane and has successfully negotiated terms of coverage/price with EMC Insurance Companies. Travelers Insurance was also solicited to bid the insurance for the 2025-26 policy period. Travelers Insurance declined to provide pricing based on the following factors:

Commercial Output Operations  
Property Limits/Deductibles  
Pricing

Below is a summary of the changes made for the 2025-26 renewal.

#### **Property**

Property coverage remains to be the focus point for all insurance carriers countrywide. Catastrophic losses, re-insurance cost, and replacement cost values have a direct impact on property coverage/cost. To combat these factors insurance carriers are implementing higher deductibles, price increases, or exiting out of the marketplace. EMC is committed to provide the best coverage possible to its municipality partners. Below are the changes made to the 2025 renewal.

Total Replacement Cost Limit \$90,835,093 (includes commercial output building)  
Deductible remains at \$25,000 per occurrence for all perils.  
Commercial output policy deductible increased to \$75,000 per occurrence.

#### **General Liability**

No changes. The general liability policy will continue to be audited upon the completion of the policy term.

#### **Cyber Liability**

No changes necessary.

**Crime**

No Change

**Law Enforcement**

The City of Mulvane continues to receive a premium discount for being a member of the Lexipol Program.

**Linebacker/Public Officials/Employment Practice Liability**

No Change

**Auto**

All changes have been reviewed by department heads. Added 2024 Ambulance on 2/24/25.

**Inland Marine/Equipment**

All changes have been reviewed by department heads.

**Workers Compensation**

The experience modification for the City of Mulvane decreased from .98 to .94 for the 2025-26 policy period. Workers’ compensation rates remain steady. Workers’ compensation payroll is subject to policy year end audit.

**Ambulance Malpractice**

This line of coverage is separate from the EMC policy.

**Dividend History**

The City of Mulvane received a dividend check in the amount of \$35,048.65 in 2024. Total premium for all lines of coverage plus loss ratio factor into the amount paid. The dividend is not a guarantee. Since 1983 the City of Mulvane has earned \$813,324.89 within the EMC dividend program.

**Premium for the 2025-26 Policy Period**

EMC Insurance Package \$456,053.

Ambulance Malpractice \$16,506

TOTAL COST                    \$472,559

Motion to approve the 2025 - 2026 Property and Casualty Insurance and Ambulance Malpractice Insurance Renewal Proposals from Carson Insurance Group as presented.

2025-2026

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# INSURANCE PROPOSAL

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City of Mulvane

211 N 2<sup>nd</sup> Ave, Mulvane, KS 67110

4/1/2025 – 4/1/2026



**CARSON INSURANCE GROUP**

112 W Main St, PO Box 239, Mulvane, KS 67110

P: (316) 777-9490 | F: (316) 777-1299

[carsoninsurancegroup.com](http://carsoninsurancegroup.com)



## About Us

Carson Insurance Group is an independently owned and locally operated insurance agency in Mulvane, Kansas.

We help people all across the state of Kansas find affordable and reliable insurance products from a variety of trusted carriers. Whether you need home, auto, umbrella, life, or another policy, our independent agency has got you covered. As an independent agency, we can help you find the perfect combination of coverage and price to fit your unique needs.

### What Does Independent Mean?

“Independent” means we’re not tied to any one insurance carrier. In other words, we can research rates and coverage options from several top insurance companies to find the best policies for you.

We do the shopping and comparing to save you time and money!

### How to Get in Touch

We invite you to submit a [free online quote request](#) or call us at (316)777-9490 to review coverage options for Auto, Home, Life, Business, Umbrella, Workers Compensation and more.

We provide free, no hassle and no obligation insurance quotes to help you make an informed decision.

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## Service Team

<b>Tom Burkhart</b> President	tom.burkhart@carsoninsurancegroup.com	(316)777-9490
<b>Maxie Richardson</b> Vice President – Personal/Commercial	maxie.richardson@carsoninsurancegroup.com	(316)777-9490
<b>Taylor Ferris</b> Producer – Commercial	taylor.ferris@carsoninsurancegroup.com	(316)665-2713
<b>Ryan Tobaben</b> Producer – Commercial/Personal	ryan.tobaben@carsoninsurancegroup.com	(913)382-7527
<b>Melinda Epperson</b> Customer Service Representative - Commercial	melinda.epperson@carsoninsurancegroup.com	(316)777-9490
<b>Alisha Madi</b> Customer Service Representative - Commercial	alisha.madi@carsoninsurancegroup.com	(316)777-9490
<b>Isabel Hensley</b> Customer Service Representative - Personal	isabel.hensley@carsoninsurancegroup.com	(316)777-9490



# PROPERTY

Total Limit of Insurance: \$74,265,720

Loc	Bldg	Address	Description	Amount	Val	Co-Ins	Cause of Loss	Deductible
1	1	211 N. 2nd Ave, Mulvane, KS	City Building, Decorative Light Poles					
			Building	\$4,454,738	R	90	Special	\$25,000
			Personal Property	\$380,718	R	90	Special	\$25,000
			Lights	\$651,648	R	90	Special	\$25,000
2	1	410 W Bridge St, Mulvane, KS	Inventory Control Building					
			Building	\$181,512	R	90	Special	\$25,000
			Personal Property	\$1,503,224	R	90	Special	\$25,000
2	2	410 W Bridge St, Mulvane, KS	Electrical Substation					
			Building	\$2,022,073	R	90	Special	\$25,000
2	3	410 W Bridge St, Mulvane, KS	Public Works Building					
			Building	\$2,265,096	R	90	Special	\$25,000
			Personal Property	\$43,844	R	90	Special	\$25,000
2	4	410 W Bridge St, Mulvane, KS	Maintenance Garage					
			Building	\$225,594	R	90	Special	\$25,000
			Personal Property	\$100,214	R	90	Special	\$25,000
2	5	410 W Bridge St, Mulvane, KS	Storage Building					
			Building	\$56,409	R	90	Special	\$25,000
			Personal Property	\$6,789	R	90	Special	\$25,000
2	6	410 W Bridge St, Mulvane, KS	Pump House #3					
			Building	\$151,784	R	90	Special	\$25,000
2	7	410 W Bridge St, Mulvane, KS	Sand & Salt Storage					
			Building	\$326,026	R	90	Special	\$25,000
3	1	955 E 111th St S, Mulvane, KS	Sports Complex Concession Building & Lights					
			Building	\$319,076	R	90	Special	\$25,000
			Personal Property	\$23,385	R	90	Special	\$25,000



Loc	Bldg	Address	Description	Amount	Val	Co-Ins	Cause of Loss	Deductible
3	2	955 E 111th St S, Mulvane, KS	Softball Scoreboards					
			Property In The Open	\$15,293	R	90	Special	\$25,000
3	3	955 E 111th St S, Mulvane, KS	Football Scoreboards					
			Property In The Open	\$7,952	R	90	Special	\$25,000
3	4	955 E 111th St S, Mulvane, KS	Light Poles, Fixtures, Shades & Ballasts					
			Property In The Open	\$245,624	R	90	Special	\$25,000
3	5	955 E 111th St S, Mulvane, KS	Bleachers, Fences, Tables, and Playground Equipment					
			Property In The Open	\$62,635	R	90	Special	\$25,000
3	6	955 E 111th St S, Mulvane, KS	3 Press Boxes					
			Property In The Open	\$11,155	R	90	Special	\$25,000
3	7	955 E 111th St S, Mulvane, KS	Baseball Scoreboard					
			Property In The Open	\$12,527	R	90	Special	\$25,000
4	1	507 N 1st St, Mulvane, KS	Mow Shop					
			Building	\$284,730	R	90	Special	\$25,000
			Personal Property	\$63,271	R	90	Special	\$25,000
5	1	200 Block of E Main, Mulvane, KS	Main Street Park, Band Stand Shell, Benches, Tables, Light Pole, Playground Equipment & Surface					
			Building	\$233,214	R	90	Special	\$25,000
			Property in the Open	\$93,952	R	90	Special	\$25,000
6	1	9903 E 111th St S, Mulvane, KS	Controls and Generator at Water Reservoir					
			Building-Controls & Generator	\$1,003,183	R	90	Special	\$25,000
6	2	9903 E 111th St S, Mulvane, KS	Animal Shelter & Storage					
			Building	\$10,987	R	90	Special	\$25,000
7	1	8120 E 111th St S, Mulvane, KS	Electrical Substation NO S09S-2E					
			Building	\$3,715,628	R	90	Special	\$25,000
			Property In The Open (Water Tower)	\$1,032,998	R	90	Special	\$25,000
8	1	1417 N Pope Dr, Mulvane, KS	Waste Water Treatment Plant - All Bldgs etc. Generator 150KW					
			Building	\$23,386,275	R	90	Special	\$25,000
			Personal Property	\$33,494	R	90	Special	\$25,000
			Property In the Open	\$187,904	R	90	Special	\$25,000

Loc	Bldg	Address	Description	Amount	Val	Co-Ins	Cause of Loss	Deductible
9	1	K15 & Rock Road, Mulvane, KS	Traffic lights, Poles, Heads, Cabinets & Electronics					
			Outdoor Property	\$214,922	R	90	Special	\$25,000
10	1	101 E Main St, Mulvane, KS	Community Room 1					
			Building	\$943,749	R	90	Special	\$25,000
			Personal Property	\$13,379	R	90	Special	\$25,000
			Sign	\$52,500	R	90	Special	\$25,000
11	1	600 Rivera Dr, Mulvane, KS	English/Willowdale Park, Shelter, Tables, BBQ grills, Disc Golf Course, Volleyball Pits, Basketball Courts, Equipment, Fence, Horseshoe Pits					
			Outdoor Property	\$17,240	R	90	Special	\$25,000
12	1	1925 N Rock Rd, Derby, KS	KV Breaker w/Equipment					
			Outdoor Property	\$475,040	R	90	Special	\$25,000
13	1	E 119th St S at N Oliver Rd, Mulvane, KS	Pump House #5					
			Building w/Equipment	\$146,415	R	90	Special	\$25,000
13	2	E 119th St S at N Oliver Rd, Mulvane, KS	Pump House #4					
			Building w/Equipment	\$146,415	R	90	Special	\$25,000
14	1	K-15 Hwy at Lisa Lane, Mulvane, KS	Traffic lights, Poles, Heads, Cabinets & Electronics					
			Outdoor Property	\$159,657	R	90	Special	\$25,000
15	1	N 2nd Ave at Filmore St, Mulvane, KS	Traffic lights, Poles, Heads, Cabinets & Electronics					
			Outdoor Property	\$104,391	R	90	Special	\$25,000
16	1	100 Block of West Main, Mulvane, KS	Street Clock and Speakers					
			Outdoor Property	\$53,128	R	90	Special	\$25,000
17	1	104 Prather St, Mulvane, KS	Community Room 2 - Office					
			Building	\$67,098	R	90	Special	\$25,000
			Personal Property	\$1,451	R	90	Special	\$25,000
18	1	910 E Main St, Mulvane, KS	EMS Building					
			Building	\$3,322,454	R	90	Special	\$25,000
			Personal Property	\$219,574	R	90	Special	\$25,000
19	1	E 103rd St S at Rock Rd, Mulvane, KS	Traffic lights, Poles, Heads, Cabinets & Electronics					
			Outdoor Property	\$190,360	R	90	Special	\$25,000

Loc	Bldg	Address	Description	Amount	Val	Co-Ins	COL	Deductible
20	1	N 4th Ave at Franklin Ave, Mulvane, KS	Styx Creek, Ralph Bell & Skateboard Parks, Playground Equip, Fence, Overhead Cover, Tables, BBQ Grills, Horseshoe Pits, Basketball, Tennis & Volleyball Courts, Pickle Ball Court					
			Outdoor Property	\$245,624	R	90	Special	\$25,000
21	1	990 E 111th St S, Mulvane, KS	Swimming Pool, Slide, Fence, Lights, Sign, Tables, Benches, Diving Board					
			Swimming Pool, Lights, Sign, Tables, Benches, Diving Board	\$1,613,995	R	90	Special	\$25,000
			Slide	\$221,801	R	90	Special	\$25,000
			Fence Coverage	\$24,954	R	90	Special	\$25,000
21	2	990 E 111th St S, Mulvane, KS	Pool Filter Building					\$25,000
			Pool Filter Building	\$273,834	R	90	Special	\$25,000
21	3	990 E 111th St S, Mulvane, KS	Pool Bathhouse & Office					\$25,000
			Pool, Bathhouse & Office	\$322,963	R	90	Special	\$25,000
			Business Personal Property	\$22,516	R	90	Special	\$25,000
22	1	632 E Mulvane St, Mulvane, KS	Senior Center					\$25,000
			Personal Property	\$15,135	R	90	Special	\$25,000
23	1	E Blair & Swan Dr, Mulvane, KS	Fairchild Park-Softball fields, soccer fields, bleachers, fence					\$25,000
			Outdoor Property	\$6,599	R	90	Special	\$25,000
24	1	Mundell Dr at Bernice Marie St, Mulvane, KS	Rockwood Park-Playground equipment, tables, t-ball fields, benches, fence					\$25,000
			Outdoor Property	\$36,843	R	90	Special	\$25,000
25	1	W Collier St at Edgemoor Dr, Mulvane, KS	Collier Park-Playground equipment & tables					\$25,000
			Outdoor Property	\$6,599	R	90	Special	\$25,000
26	1	Carson Park-end of Circle Dr, Mulvane KS	Carson Park-Twin Lakes Addition, playground equipment & tables					\$25,000
			Outdoor Property	\$6,599	R	90	Special	\$25,000
27	1	N First Ave at Sunset Dr, Mulvane, KS	Northview Park - Playground equipment & tables					\$25,000
			Outdoor Property	\$6,599	R	90	Special	\$25,000
28	1	Frontier Dr at Century St, Mulvane, KS	Settlers Park-Playground equipment, basketball courts, tables, fence					\$25,000
			Outdoor Property	\$6,599	R	90	Special	\$25,000
29	1	N Trail Dr at Ridge Point Dr, Mulvane, KS	Nichols Park-Playground equipment & tables					\$25,000
			Outdoor Property	\$6,599	R	90	Special	\$25,000



Loc	Bldg	Address	Description	Amount	Val	Co-Ins	COL	Deductible
30	1	Country Walk Lane	Craig Park-Playground Equipment & tables					\$25,000
			Outdoor Property	\$6,599	R	90	Special	\$25,000
31	1	777 Kansas Star Drive, Mulvane, KS	Force Main Monitoring System #2					\$25,000
			Building	\$473,785	R	90	Special	\$25,000
32	1	911 Kansas Star Drive, Mulvane, KS	Fire/EMS Station 2					
			Building	\$2,343,090	R	90	Special	\$25,000
			Personal Property	\$147,374	R	90	Special	\$25,000
33	1	100 N Oliver, Mulvane, KS	Water Treatment Plant/Generator 750KW					
			Building	\$12,781,048	R	90	Special	\$25,000
			Property In The Open (Water Tower)	\$2,568,362	R	90	Special	\$25,000
			Property in the Open (Generator)	\$250,537	R	90	Special	\$25,000
34	1	1501 Rockwood Blvd, Mulvane, KS	Sewer Lift Station Generator - 100KW					
			Property in the Open	\$62,635	R	90	Special	\$25,000
35	1	1414 N Pope Dr, Mulvane, KS	Sewer Plant Generators: 350KW & 600 KW					
			Property in the Open	\$125,269	R	90	Special	\$25,000
			Property in the Open	\$187,904	R	90	Special	\$25,000
36	1	408 N 2nd Ave, Mulvane, KS	Library					
			Building	\$6,039,569	R	90	Special	\$25,000
			BPP	\$413,508	R	90	Special	\$25,000
37	1	220 W Main, Mulvane, KS	Cobb Park -Statues					
			Outdoor Property	\$12,527	R	90	Special	\$25,000
38	1	410 E Main, Mulvane, KS	Police Dept					
			Building	\$1,907,564	R	90	Special	\$25,000
			BPP	\$493,634	R	90	Special	\$25,000
39	1	Rock Rd and E Lockridge St	Pedestrian Crosswalk-Poles & Lights Solar Power	\$12,527	R	90	Special	\$25,000
40	1	105 W Main St	Splash Park					
40	1		Building	\$380,318	R	90	Special	\$25,000
40	1		Property in the Open	\$210,000	R	90	Special	\$25,000



Loc	Bldg	Address	Description	Amount	Val	Co-Ins	COL	Deductible
41	1	237 Industrial	Lift Station					
41	1		Property in the Open	\$59,562	R	90	Special	\$25,000
42	1	1900B N Rock Rd	Lift Station					
42	1		Property in the Open	\$59,562	R	90	Special	\$25,000
43	1	503 Trail Drive	Lift Station					
43	1		Property in the Open	\$59,562	R	90	Special	\$25,000



# INLAND MARINE

Description	Limit
Scheduled Equipment	\$1,802.619
Deductible Per Occurrence	\$1,000
Co-Insurance	80%
Catastrophe Limit	\$1,802,619

## Equipment Schedule:

Item	Department	Description	ID/Serial Number	Amount
16	Electric	2006 Vermeer Brush Chipper 1000XL	1VRY1119861006991	\$20,000.00
24	Electric	2010 Altec Digger Derrick Easement Machine	0401ET0157	\$70,000.00
	Fire	2013 UTV Mule Diesel 4x4 4010	1K1AFDF190B507610	\$10,000.00
66	Fire	2016 Hustler Fastrak54	15072141	\$5,554.00
701	Misc Property	Miscellaneous Tools		\$25,000.00
703	Misc Property	Portable Equip (EMS & Fire) Per File		\$250,000.00
704	Misc Property	Portable Radios (Police) Per File		\$9,750.00
705	Misc Property	5 Tasers & Taser Video Cameras (Police)		\$6,000.00
18	Power Plant	2007 Hypertherm Powermax 10,000 Plasma Cutter	100041294	\$1,000.00
19	Power Plant	2007 Hobart Champion 10,000 Welder/Generator	LG430441H	\$1,000.00
3	Public Works	1992 Champion Motor Grader	22782	\$60,000.00
10	Public Works	1996 Ford Holland Tractor 1720	UJ24195	\$6,000.00
21	Public Works	2008 Henderson Sand Spreader	FSH1	\$5,000.00
22	Public Works	2008 Western 10' Snow Plow	TBD	\$4,000.00
25	Public Works	2010 Bannerman Pre-Line Mower B-12-35	1039	\$200.00
27	Public Works	2011 JCB Backhoe/Loader 3CX14	JCB3C4TA02005958	\$40,000.00
31	Public Works	2002 Harper Turbo Goosen Vac	TV60E	\$2,000.00
32	Public Works	2013 Volvo Wheel Loader L70G	VCEOL70GCOS614058	\$140,000.00
35	Public Works	2016 John Deere Mower Z930M	1TC930MCVFT040305	\$11,022.00
6	Public Works	1999 Broce Power Broom BB250	981090	\$4,000.00
43	Public Works	2018 John Deere Compact Utility Trailer Mdl 4044R SN# 108192	1L4044RTJJ101249	\$30,959.00
44	Public Works	2018 John Deere Backhoe Attachment MDL485A SN#109744	1LV0485AC0050558	\$9,256.00
45	Public Works	2023 John Deere 1550 Mower	1TC1550DVPS100297	\$33,598.00
46	Public Works	2023 John Deere Mower Side Deck	1TC1572XKPT090480	\$Included
47	Public Works	2018 John Deere 1550 Mower	1TC1550DHJS040469	\$14,425.00
48	Public Works	2018 John Deere 72" 7-Iron PRO Mower Deck	1TC1572XPJT041172	\$4,078.00
49	Public Works	2023 John Deere 1550 Mower	1TC1550DVPS10299	\$33,598.00
50	Public Works	John Deere Mower Side Deck	1TC1572XKPT090432	\$Included
8	Public Works	1996 Hypac Street Steelwheel Wheel Roller	B158C33995	\$30,000.00





Item	Department	Description	ID/Serial Number	Amount
	Public Works	2021 Elgin Pelican NP Street Sweeper	NP42048	\$232,000.00
41	Public Works	2017 John Deere Comm Wide Area Mower 1600 Turbo Series II w/2 Post folding Rops	1TC1600THHF405081	\$50,900.00
42	Public Works	2017 John Deere XUV8251 (MY17) 3 Wheel Power Rake	1M0825GSVHM130369	\$9,959.00
	Public Works	2019 Western Snow Plow		\$5,000.00
	Public Works	2018 John Deere 72In 7-Iron Pro Mower Deck	1TC1572XAJT041177	\$4,078.00
	Public Works	2018 John Deere 72In 7-Iron Pro Mower Deck	1TC1572XCJT041175	\$4,078.00
	Public Works	2019 Walker MT30IC Mower w/Equipment	8206	\$16,302.00
	Public Works	2019 Bobcat S770M Skidsteer Loader w/Equipment	AT5A13662	\$82,599.00
	Public Works	2019 Crafcoc SS125D Super Shot 125 Melter/Applicator	1C9SY1010K141893	\$43,064.00
34	Public Works/Water	2014 Doosan Air Compressor P185	465860UHYF24	\$32,000.00
13	Sewer	Agrhim Water Hose Reel	ST318072005	\$9,000.00
26	Sewer	2010 Workhorse Sewer Easement Machne	1493	\$26,000.00
	Sewer	2019 John Deere Utility Tractor 5055E	1PY5055EHKK404351	\$37,944.00
	Sewer	2019 John Deere 520M Loader	1P0520MXHKD052797	\$5,985.00
	Sewer	2019 Frontier Pallet Forks	1XFAP12GCK0020151	\$889.00
	Sewer	2021 Vector VecJet 750 Trailer	1V9BE222XM1090116	\$60,000
15	Water	2006 VacTron Trailer PMD550GTF	5HZBF16206LF61137	\$11,000.00
7	Utility	1992 Case Skid Loader 1845C		\$4,000.00
12	Utility	2004 Vermeer Trencher RJ450	1VRX0272105100057	\$21,000.00
	Utiiy	2019 John Deere Backhoe Loader w/Attachments	1T0310HLJKF346963	\$140,935.00
	Wastewater	2023 JD Gator XUV835M	1M0835MALPM060916	\$23,800.00
38	Wastewater	2016 Grasshopper Mower Model 335B/72		\$10,465.00
39	Wastewater	2016 Grasshopper Mower Model 735BT/3572		\$10,347.00
	Wastewater	Rausch EcoStar Mainine Camera w/Accessories on 2022 Carmate Trailer VIN#5A3C714D3NL003385	111388093	\$176,623.00
	Water	2023 JETVAC 550 Trailer w/Addn Equipment	1R9J51926PP3033362	\$183,561.00
		Bobcat Compact Excavator E40 R2 Series	B5W512541	\$65,400
			<b>TOTAL</b>	<b>\$1,802,619</b>
	Additional Coverages	EDP Hardware		\$254,840.00
		EDP Software		\$33,620.00
		Additional Debris Removal Expenses		\$5,000.00
		Valuable Papers & Records – Library Books	\$500 Deductible	\$600,000.00
		Equipment Rented or Leased (ACV)	Max \$150,000 Deductible \$1,000	\$150,000.00
		Employee Tools (ACV)		\$5,000.00
		Property in Transit or Off Premise		\$290,750.00
	Watercraft Coverage			
4620		Inmar Marine SR-380 Rib Rescue Boat	IMG3SA67B617	\$7,435.00
4621		Suzuki 25 hp DF25A Outboard Motor	02504F-610131	
		Shop Built Single Axel Boat Trailer		



# COMMERCIAL OUTPUT

## Coverage Detail:

Location	Coverage		Deductible
1402 N Utility Park Circle (Power Plant)	Building-Incl Generators, Switchgear & Transformers	\$16,569,373	\$75,000
		Stated Value, No Co-Ins	
	Personal Property	\$61,337	\$75,000
		Replacement Cost, 90% Co-Ins	

## Schedule of Coverages:

Coverage Extensions	Limit	Coverage Extensions	Limit
Consequential Loss	See Form	Interruption by Civil Authority	30 days
Debris Removal, Additional Expense	\$50,000	Period of Loss Extension	90 days
Emergency Removal	365 days	Supplemental Coverages	Limit
Emergency Removal Expense	\$5,000	Computer Virus/Hacking	\$25,000 (limit one occ.)
Fraud and Deceit	\$5,000		\$75,000 (limit per 12 mo)
Damage from Theft	See Form		12 Hr-Waiting Period
Off Premises Utility Service Interruption	\$50,000	Dependent Locations	N/A
Supplemental Coverages	Limit	Off Prem. Utility Service	
Brands or Labels Expense	\$50,000	Interruption	\$10,000
Expediting Expenses	\$50,000		12 Hr-Waiting Period
Fire Department Service Charge	\$25,000	Contract Penalty	\$25,000 (limit one occ)
Inventory and Appraisal Expense	\$50,000		\$100,000 (limit per 12 mo)
Ordinance or Law (undamaged Parts of a Building)	See Form	Pollutants Cleanup/Removal	\$25,000
Ordinance or Law (Inc Cost of Repair/Demolish)	\$100,000	Property in Transit, Exhibition	\$10,000
Personal Effects	\$15,000	Scheduled Locations	Limit
Pollutant Cleanup and Removal	\$50,000	Newly Built or Acquired Locations	\$250,000
Recharge of Fire Extinguishing Equipment	\$50,000	Rewards	\$10,000
Sewer Backup and Water below the Surface	\$25,000	Trees, Shrubs, and Plants	\$50,000
Underground Pipes, Pilings, Bridges and Roadways	\$250,000	Supplemental Marine Coverages	
Accounts Receivable	\$50,000	Electrical or Magnetic Disturbance of Computers	See Form
Power Supply Disturbance of Computers	See Form	Virus/Hacking Coverage (limit one occ)	\$25,000
Fine Arts	\$100,000	Limit in 12 mo Period	\$100,000
Off Premises Computers	\$25,000	Property on Exhibition	\$50,000
Property in Transit	\$50,000	Sales Representative Samples	\$50,000
Software Storage	\$50,000	Valuable Papers	\$100,000
Add'l Property Subject to Limitations	Limit	Furs (Theft)	\$10,000
Jewelry (Theft)	\$10,000	Stamps, Tickets, Letter of Credit	\$5,000
Scheduled Locations	Limit	Newly Built or Acquired Buildings	\$500,000
Personal Property-Acquired Locations	\$250,000	Locations "you" Elect Not to Describe	\$50,000



# GENERAL LIABILITY

## Coverage Detail:

Description	Limit
General Aggregate	\$2,000,000
General Aggregate, Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$500,000
Medical Expense	\$10,000
Property Damage Deductible – Per Claim	\$2,500
Employee Benefits Liability	\$1,000,000
Deductible Per Claim	\$1,000
Retro Date	4/1/1999

### Symbol Guide

<i>A</i>	<i>Area – Sq Ft</i>	<i>P</i>	<i>Payroll – Per \$1,000/Pay</i>	<i>T</i>	<i>Other</i>
<i>C</i>	<i>Total Cost – Per \$1,000/Cost</i>	<i>S</i>	<i>Gross Sales – Per \$1,000/Sales</i>	<i>U</i>	<i>Unit – Per Unit</i>



## Schedule of Hazards:

Loc	Class Code	Classification Description	Exposure	Deductible
1	11168	Concessionaires	8,777 (S)	2,500
1	40032	Ambulance Service, First Aid or Rescue Squads	30 (T)	2,500
1	44277	Halls	4,256 (A)	2,500
1	48924	Swimming Pools	44,986 (S)	2,500
1	87524	Town Liability	6,763 (T)	2,500
1	87658	Waterslides	1 (T)	2,500
1	87702	Sexual Abuse or Sexual Misconduct	6,286 (T)	2,500
1	87710	Additional Insured-Assn or Organization City Library Board	1 (U)	2,500
1	87718	Pesticide or Herbicide Applicator	1 (U)	2,500
1	87734	Waiver of Transfer of Rights Southern Star Pipeline Gas Burlington Northern	1 (T)	2,500
1	87748	Amendment-Aggregate Limits (Per Project)	If Any	2,500
1	87825	Employee Benefits Liability	75 (U)	1,000
	87852	Municipal-Violent Event Response	6,763 (U)	2,500
1	89035	Skateboard/In-Line Skating Areas	1 (U)	2,500
	92445	Electric Light or Power Companies	614,198 (P)	2,500
	99943	Water Companies	178,965 (P)	2,500
	49452	Vacant Land	42 (A)	2,500

## Vacant Land Locations:

- Loc 2: 314 N 2<sup>nd</sup> Ave
- Loc 3: 1486 N Estfan Rd
- Loc 4: 111 Prather St
- Loc 5: Lot 15, Block 3 AM & AS, Prather's Addition
- Loc 6: NW Corner – Webb & 111<sup>th</sup>: Sec 29, Twp 29S Range 2E of the 6<sup>th</sup> PM
- Loc 7: Lot 1, Sec 5, Twp 30S, Range 2 E of the 6<sup>th</sup> PM
- Loc 8: 108 N 2<sup>nd</sup> Ave
- Loc 9: 115 E Mulvane St
- Loc 10: 107 Poplar St
- Loc 11: 203 W Walnut St
- Loc 12: 109 W Main St
- Loc 13: 204 N 2<sup>nd</sup> Ave
- Loc 14: 616 W Bridge St
- Loc 15: 208 N 2<sup>nd</sup> Ave
- Loc 16: East ½ of SE Qtr of Sec 20, Twp 29, Range 2



# CYBER SOLUTIONS

## (Data Breach/Cyber Liability)

<b>Data Compromise Coverage</b>	<b>Limit</b>	<b>Deductible</b>
Response Expenses Limit (Annual Aggregate)	\$1,000,000	\$10,000
Legal Review Sublimit	\$500,000	\$10,000
Forensic Review Sublimit	\$500,000	\$10,000
Named Malware Sublimit	\$50,000	\$10,000
Public Relations Sublimit	\$10,000	\$10,000
Regulatory Fines & Penalties	\$500,000	\$10,000
PCI Fines & Penalties	\$500,000	\$10,000
Data Compromise Defense & Liability Limit (Annual Aggregate)	\$500,000	\$10,000
Named Malware Sublimit	\$50,000	\$10,000
<b>Identity Recovery Coverage</b>		
Identity Recovery Limit	\$25,000	\$0
Expense Reimbursement Deductible		\$0
<b>Cyber Coverage</b>		
Computer Attack Limit (Annual Aggregate)	\$1,000,000	\$10,000
Loss of Business Sublimit	\$500,000	\$10,000
Public Relations Sublimit	\$10,000	\$10,000
Cyber Extortion	\$25,000	\$10,000
Network Security Defense & Liability Limit (Annual Aggregate)	\$1,000,000	\$10,000
Electronic Media Liability	\$1,000,000	\$10,000



# BUSINESS AUTO

Description	Limit
Combined Single Limit	\$1,000,000
Uninsured Motorists	\$1,000,000
Hired/Non-Owned Auto Liability	\$1,000,000

Auto Elite Extension Endorsement

## Auto Schedule:

Veh#	Dept	Description	VIN	UM	Comp	Coll
18	Admin	2000 Chevy 1500 Pickup	1GCEK14V8YZ273786	✓	\$1,000	\$1,000
	Admin	2024 Chevy Equinox EV	3GN7DRRP2RS242485	✓	\$1,000	\$1,000
54	Complex	2012 Chevy 2500 3/4Ton Pickup 4WD	1GC0KVCG2CZ189895	✓	\$1,000	\$1,000
62	Complex	2013 Diamond C Road Clipper 20' Tlr	18EEQL20X822127			
9	Electric	1996 Ford F800 Line Truck	1FDYF80C8TVA30246	✓	\$3,000	\$3,000
11	Electric	1996 Freightliner Linetruck/Arial	1FV6HFAAXTL693874	✓	\$3,000	\$3,000
41	Electric	2007 Brooks Brothers Pole Trailer	1B9BPS09247M27424		\$1,000	\$1,000
42	Electric	2008 Sterling Dump Truck	2FZACFDT88AAC6804	✓	\$1,000	\$1,000
50	Electric	2011 Chevy Colorado Extended Cab Pickup	1GCJTBFE6B8120920	✓	\$1,000	\$1,000
60	Electric	2013 International Bucket Truck 4300	3HAMMAAN3DL326451	✓	\$3,000	\$3,000
70	Electric	2015 Chevy Silverado	1GC1KUEG3FF166739	✓	\$1,000	\$1,000
	Electric	2020 Ford F550 4WD Bucket Truck	1FDUF5HTOLDA01704	✓	\$3,000	\$3,000
	Electric	2020 Ford F250 4x4 SRW	1FTBF2BN8LED69577	✓	\$1,000	\$1,000
76	Electric	2015 Chevy 1500 Pickup	1GCNKPEC7FZ384388	✓	\$1,000	\$1,000
	Electric	2021 Freightliner M2-106	3ALHCYFEMDMM0787	✓	\$3,000	\$3,000
	Electric	2022 Ford F250	1FTBF2B65NEE22537	✓	\$1,000	\$1,000
	Electric	2023 Ford F350	1FD8W3FN1PEC10251	✓	\$1,000	\$1,000
57	EMS	2012 Chevy Ambulance	1GB6G5CL1C1167110	✓	\$3,000	\$3,000
58	EMS	2013 Chevy Tahoe	1GNSK2E01DR198894	✓	\$1,000	\$1,000
74	EMS	2010 Chevrolet 4500 Ambulance	1GB9G5B67A1133954	✓	\$1,000	\$1,000
84	EMS	2018 Ford T350 Ambulance	1FDBW2XG9JKA92944	✓	\$3,000	\$3,000
90	EMS	2020 Dodge Durango	1C4SDJFT7LC214815	✓	\$1,000	\$1,000
	EMS	2020 Ford T-350 Ambulance	1FDBW2XG2LKA11219	✓	\$3,000	\$3,000
	EMS	2024 Ford Ambulance	1FDBW2XG2RKB28078	✓	\$1,000	\$1,000
2	Fire	1927 INTL Fire Truck	49C	✓	\$1,000	
13	Fire	1999 Ford F550 Fire Rescue Truck	1FDAF57F9XEA90185	✓	\$3,000	\$3,000
32	Fire	2006 Buck Dandy Trailer	4DHCS20216S018590			
35	Fire	2006 Elite Freightliner Fire Truck	1FVACYDC96HW71292	✓	\$3,000	\$3,000



Veh#	Dept	Description	VIN	UM	Comp	Coll
23	Fire	2003 Laverne Dakota Fire Truck	1FVABXAK93HK81569	✓	\$3,000	\$3,000
29	Fire	2005 Ford F350 Brush Fire Truck	1FDWX37Y35EB15037	✓	\$1,000	\$1,000
37	Fire	2000 Freightliner WaterTruck	1FUY3WEB9YPG46403	✓	\$1,000	\$1,000
45	Fire	2009 Chevy Tahoe	1GNFK030X9R217345	✓	\$1,000	\$1,000
63	Fire	2014 International Fire Truck 7400 4X4	1HTWEAZR0EH774327	✓	\$3,000	\$3,000
68	Fire	2014 Diamond C 5 X 10 Trailer	46UFU101XE1156472			
80	Fire	2018 Int'l 7400 w/Equipment	3HAWJTAT1JL794072	✓	\$3,000	\$3,000
88	Fire	2018 Spartan Metro Star W/Addn Equipment	4S7CU2D94JC085297	✓	\$3,000	\$3,000
	Fire	2022 PJ Trailer	3CV1U1629N2629291	✓	\$1,000	\$1,000
	Fire	2000 International ST 4000	1HTSEAN6YH285684	✓	\$2,000	\$2,000
	Fire	2023 Chevy Tahoe	1GNSKLED4PR263623		\$1,000	\$1,000
46	Police	2009 Chevy Impala	2G1WS57MX91293491	✓	\$1,000	\$1,000
47	Police	2010 Chevy Impala	2G1WD5EM3A1191564	✓	\$1,000	\$1,000
55	Police	2012 Chevy Tahoe 2WD	1GNLC2E00CR191550	✓	\$1,000	\$1,000
61	Police	2013 Chevy Tahoe	1GNLC2E04DR307916	✓	\$1,000	\$1,000
72	Police	2015 Chevy Tahoe	1GNSK2EC7FR649923	✓	\$1,000	\$1,000
75	Police	2016 Chevy Tahoe	1GNLCDEC5GR117116	✓	\$1,000	\$1,000
91	Police	2020 Chevy Tahoe	1GNSKDEC9LR154310		\$1,000	\$1,000
83	Police	2017 Chevy Tahoe	1GNSKDEC8HR36490		\$1,000	\$1,000
92	Police	2020 Chevy Tahoe	1GNSKDEC5LR154269	✓	\$1,000	\$1,000
	Police	2020 Dodge Durango	1C4SDJFT7LC442538	✓	\$1,000	\$1,000
	Police	2021 Chevy Tahoe	1GNSKLED0MR447078	✓	\$1000	\$1,000
	Police	2022 Ford Explorer	1FM5K8AB4NGC24395	✓	\$1,000	\$1,000
	Police	2023 Ford Explorer	1FM5K8AC8PGC18093	✓	\$1,000	\$1,000
38	Power	2007 Chevy Silverado Pickup	1GCEK14J27Z606947	✓	\$1,000	\$1,000
56	Public Works	2011 Road Clipper Trailer	2PSAL14X83	✓		
19	Pub Works	2000 Utility 10X8 Flatbed Trailer	4DHUS1016YS009098			
20	Pub Works	2000 Sterling Dump Truck	2FZXMJCBXYAB25678	✓	\$1,000	\$1,000
26	Pub Works	2002 Utility Flatbed Trailer	4DHUS10172S012924			
28	Pub Works	2004 Freighliner Truck w/Wacker Packer	1FVACXAK24HM24019	✓	\$1,000	\$1,000
30	Pub Works	2004 Belshe Trailer	16JF0162X41040164			
36	Pub Works	2008 Ford F250 4X4 Pickup	1FTSX21Y38EA36106	✓	\$1,000	\$1,000
49	Pub Works	2008 Buck Dandy Flatbed Trailer	4DHUS14228S022885			
51	Pub Works	2011 Chevy Colorado Pickup	1GCJTBF8B8121079	✓	\$1,000	\$1,000
52	Pub Works	2011 Chevy 1/2T Pickup 4WD	1GCRKPE31BZ343251	✓	\$1,000	\$1,000
73	Pub Works	2003 International 7600 Slurry Truck	1HSWXAXT03J078120	✓	\$3,000	\$3,000
	Pub Works	2020 Ford F150 4x4 SS	1FTMF1E59LKE47574	✓	\$1,000	\$1,000
77	Pub Works	2015 Chevy 1500 Pickup	1GCNKPEC0FZ384460	✓	\$1,000	\$1,000
10	Pub Works	1996 Hypac Street Steelwheel Roller	B158C33995	✓		
17	Pub Works	1999 Broce BB250 Power Broom 2011	981090	✓		

Veh#	Dept	Description	VIN	UM	Comp	Coll
81	Pub Works	2017 Chevrolet Silverado	1GCNKNEC3HZ390731	✓	\$1,000	\$1,000
82	Pub Works	2017 Chevrolet Silverado	1GCNKNEC8HZ390949	✓	\$1,000	\$1,000
85	Pub Works	2018 Ford 550 Dump Truck	1FDUF5HY0JED02265	✓	\$1,000	\$1,000
86	Pub Works	2019 Freightliner M2106 Dump Truck	1FVACXFC4KHKS1129	✓	\$3,000	\$3,000
87	Pub Works	2019 Freightliner M2106 Dump Truck	1FVACXFC3KHKN0914	✓	\$3,000	\$3,000
	Pub Works	2020 Ford F550 w/Dump Bed	1FDUF5HN1LDA03303	✓	\$1,000	\$1,000
34	Sewer	2006 Road Clipper 10' Pacesetter Tlr	46UFU101761103505			
69	Sewer	2015 Chevy Silverado	1GC1KUEG0FF168660	✓	\$1,000	\$1,000
78	Sewer	2014 Freightliner FMC	1FVAG3CY1EHFS0453	✓	\$3,000	\$3,000
	Sewer	2022 Ford F550 w/Mounted Crane	1FDUF5HN4NEC93002	✓	\$1,000	\$1,000
4	Utility	1999 JFW Tandem Axle Trailer	6232			
	Wastewater	2022 Ford F250	1FTBF2B67NEE22538	✓	\$1,000	\$1,000
1	Water	1999 Hercules 2 Wheel Trailer	558J1P			
89	Water	2020 Ford F350 4x4 w/Utility Cargo Bed	1FDRF3F6XLEC11499	✓	\$1,000	\$1,000
43	Water	2008 Sterling Dump Truck	2FZACFDTX8AAC6805	✓	\$1,000	\$1,000
67	Water	2014 Chevy Silverado	1GCNKPEC0EZ340599	✓	\$1,000	\$1,000



# CRIME

## Coverage Detail:

Subject	Blanket/Scheduled/Per Loss	Amount	Deductible
Employee Theft	Blanket Per Loss	\$25,000	\$1,000
Theft of Money & Securities			
Inside the Premises	Per Occurrence	\$50,000	\$1,000
Outside the Premises	Per Occurrence	\$50,000	\$1,000



# PUBLIC OFFICIALS LIABILITY

## Coverage Detail:

Limits	Description
\$1,000,000	General Aggregate, Other than Products
\$2,000,000	Each Occurrence
\$3,000	Each Occurrence – Per Claim
04/01/1988	Retro Date



# WORKERS COMPENSATION

## Coverage Detail:

Description	Limit
Employers' Liability-Each Accident	\$1,000,000
Employers' Liability-Disease Policy Limit	\$1,000,000
Employers' Liability-Disease Each Employee	\$1,000,000

## Classifications:

Class Code	Description	Exposure
5506	Street or Road Construction- Paving & Drivers	\$ 400,987
7520	Waterworks Operation & Drivers	\$ 155,988
7539	Electric Light or Power Co. NOC-All Employees and Drivers	\$ 592,613
7580	Sewage Disposal Plant Operation and Drivers	\$ 255,069
7720	Police Officers and Drivers	\$ 821,442
8810	Library – Clerical Office Employees NOC	If Any
9102	Park NOC – All Employees and Drivers	\$ 235,362
9402	Street Cleaning and Drivers	If Any
9403	Garbage, Ashes or Refuse Collection and Drivers	If Any
9410	Municipal, Township, County or State Employee NOC	If Any
7705	Ambulance Service, EMS Providers and Drivers	\$ 935,982
8380	Automobile Service or Repair Center and Drivers	\$ 70,953
9015	Swimming Pool – Public Operation	\$ 94,522
8810	Clerical Office Employees NOC	\$1,245,049
8820	Attorney – All Employees and Clerical, Messengers, Drivers	If Any
7711	Volunteer Firefighters	\$ 45,113
5606	Contractor – Executive Supervisor or Const. Superintendent	If Any
7710	Firefighters and Drivers	\$ 151,358
9102	Park NOC-All Employees & Drivers (Volunteers)	\$ 1,310
9063	YMCA, YWCA, YMHA OR YWHA Institution-All Employees & Clerical (Volunteers)	\$ 43,112

Experience Mod Factor - 0.94

Deductible per Claimant - \$500



# AMBULANCE MALPRACTICE

## Coverage Detail:

Limits	Description
\$1,000,000	General Aggregate Limit
\$1,000,000	Each Occurrence
\$5,000	Deductible
04/01/1987	Retro Date

## Schedule of Hazards:

Description	Total
Number of Annual Calls – Emergency & Non-Emergency	1,450
Number of Ambulances	5



# DIVIDEND HISTORY

Year:	Dividend
1983-1984	\$1,896.00
1984-1985	\$1,350.00
1985-1986	\$2,832.00
1986-1987	\$9,541.00
1987-1988	\$15,907.00
1988-1989	\$17,602.00
1989-1990	\$19,415.87
1990-1991	\$14,053.58
1991-1992	\$8,893.04
1992-1993	\$5,742.37
1993-1994	\$6,357.74
1994-1995	\$8,133.30
1995-1996	\$9,975.41
1996-1997	\$16,634.62
1997-1998	\$15,929.29
1998-1999	\$2,601.22
1999-2000	\$0.00
2000-2001	\$0.00
2001-2002	\$1,008.84
2002-2003	\$0.00
2003-2004	\$5,464.83
2004-2005	\$0.00
2005-2006	\$6,488.52
2006-2007	\$23,550.43
2007-2008	\$38,458.62
2008-2009	\$23,151.85
2009-2010	\$14,001.42
2010-2011	\$9,984.00
2011-2012	\$12,478.86
2012-2013	\$14,895.45
2013-2014	\$24,164.84
2014-2015	\$40,209.43
2015-2016	\$41,637.02
2016-2017	\$47,588.37
2017-2018	\$47,278.70
2018-2019	\$52,247.72
2019-2020	\$52,776.94
2020-2021	\$52,334.84
2021-2022	\$52,232.54
2022-2023	\$61,459.58
2023-2024	\$35,048.65
2024-2025	
<b>Total Premium</b>	<b>\$813,324.89</b>



# PREMIUM SUMMARY

	2025 - 2026 Renewal
Property	\$160,179
Commercial Output (Power Plant)	\$33,071
Inland Marine	\$18,285
General Liability & Employee Benefits Liability	\$34,941
Crime	\$211
Data Breach/Cyber Liability	\$3,686
Law Enforcement Liability	\$13,011
Public Officials & Employment Practices Liability	\$16,655
Business Auto	\$75,384
Workers Comp	\$100,630
Package Premium	\$456,053
Ambulance Malpractice	\$16,506
<b>Total Premium</b>	<b>\$472,559</b>

## Proposal Acceptance

- I accept this proposal as presented to me.
- I accept this proposal with the following changes:

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Proposal Disclosure: By signing below, I am acknowledging that Carson Insurance Group is procuring coverage that I have requested based on the information I have provided to them, and that additional coverages and increased limits could be available. I also understand that it is my responsibility to review my policy (ies) and make sure they are acceptable. If I should find anything in my policy (ies) that needs changed, I should contact Carson Insurance Group immediately.

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Signature
Name and Title
Date

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**MEMORANDUM**

**To:** Mayor and City Council

**From:** Jacob Coy, Director of Public Works and Utilities

**Date:** 3/3/2025

**Subject:** Ralph Bell Park Restroom

**Background:**

Public works issued a Request for Proposals (RFP) for the construction of a permanent restroom facility in the Ralph bell park

This project has been highly requested by the public, particularly given the heavy use of the pickleball courts and surrounding amenities. The goal was to provide a durable, cost-effective restroom facility to enhance the park experience.

**Proposal Submissions:**

Two proposals were received for traditional design build construction:

- Snodgrass Construction: \$248,336
- Farha Construction: \$236,619

These costs exceeded our anticipated budget for a small restroom facility. In response, we explored prefabricated precast restroom options as a more cost-effective alternative.

**Precast Restroom Options:**

- ICAST: \$94,000 (City responsible for subcontractor to unload and set the unit)
- CXT: \$93,718 (Includes delivery and crane service for placement)

The CXT option provides for some upgrades, including essential features such as automatic locks, automatic flush and sink sensors, and a water fountain with a bottle-fill station.

**Cost-Saving Measures:**

To further reduce costs, City staff will handle:

- Pouring the foundation slab
- Running water, sewer & electric utilities to the building
- Hiring a plumber & electrician for rough-in and final connections

A conservative estimate for these costs is \$10,000.

**Recommendation:**

Given the significant cost savings and the comprehensive nature of the CXT proposal, I recommend purchasing the CXT Precast Concrete restroom for \$93,718. With the additional estimated costs of \$10,000 for site preparation and utility work, the total estimated project cost will be \$103,718, which remains significantly below the cost of traditionally constructed restroom proposals. We believe this project will greatly enhance the park’s amenities and meet the needs of the community.

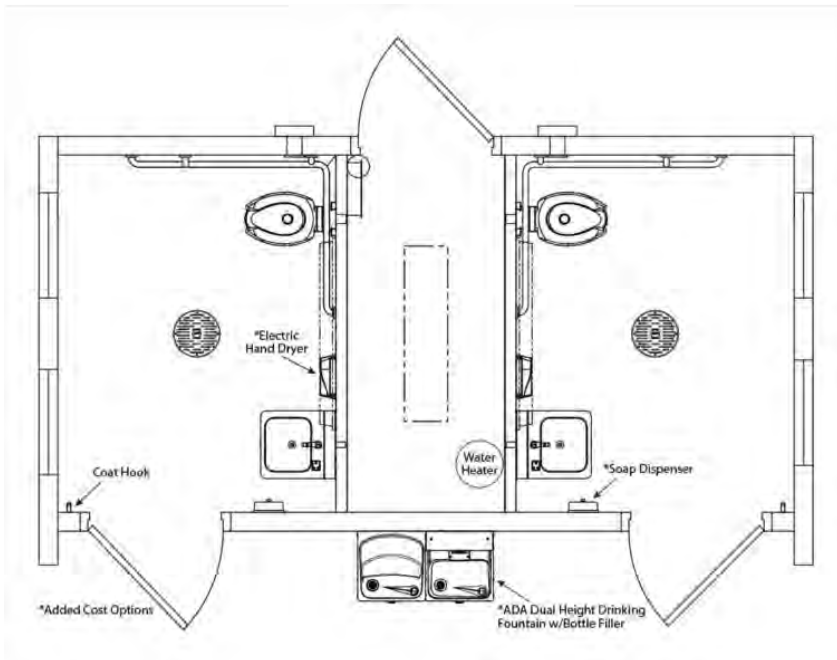
**Requested Action:**

Approve the purchase of the Cortez model CXT Precast Concrete restroom for the Ralph Bell Park project at a cost of \$93,718 and authorize an additional \$10,000 for foundation and utility work, for a total project budget of \$103,718

**Sample Motion:**

"I move to approve the purchase of CXT Precast Concrete restroom at a cost of \$93,718 and authorize an additional \$10,000 for foundation and utility work, for a total project budget of \$103,718

Cortez Model example:







CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

**Remitting by check:**

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

**Remitting by ACH or wire transfer:**

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for

special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

\*\*Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

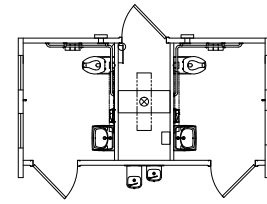
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

**CORTEZ – 10' 3" X 17'**

Cortez with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.



**CXT**  
800.696.5766  
cxtinc.com

\*Base Price \$

**Optional Sections**

Restroom* Qty: =	Shower* Qty: =
Family Assist Shower/Restroom Combo* Qty: =	Multipurpose Room Qty: =
Concession* Qty: =	

\*Includes 4-gallon water heater.

Total for Optional Sections \$

**Added Cost Options**

	Price per unit	Click to select
Final Connection to Utilities (per section)	\$	
Optional Wall Texture (per section)- <i>choose one</i>	Split Face Block (\$5,500) Stone (\$7,000)	
Optional Roof Texture (per section)	Ribbed Metal	
Insulation and Heaters (per section)	\$	
Stainless Steel Water Closet (each)	Qty: \$	
Stainless Steel Lavatory (each)	Qty: \$	
Electric Hand Dryer (each)	Qty: \$	
Electronic Flush Valve (each)	Qty: \$	
Electronic Lavatory Faucet (each)	Qty: \$	
Paper Towel Dispenser (each)	Qty: \$	
Toilet Seat Cover Dispenser (each)	Qty: \$	
Sanitary Napkin Disposal Receptacle (each)	Qty: \$	
Baby Changing Table (each)	Qty: \$	
Skylight in Restroom (each)	Qty: \$	
Marine Grade Skylight in Restroom (each)	Qty: \$	
Marine Package (excluding fiberglass doors and frames) (per section)	\$	
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: \$	
2K Anti-Graffiti Coating (per section)	\$	
Optional Door Closure (each)	Qty: \$	
Fiberglass Entry and Chase Doors and Frames (each)	Qty: \$	
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: \$	
Exterior Frostproof Hose Bib with Box (each)	Qty: \$	

Total for Added Cost Options: \$

Custom Options: \$

Engineering and State Fees: \$

Estimated One-Way Transportation Costs to Site (quote): \$

Estimated Tax: \$

**Total Cost per Unit Placed at Job Site: \$**

Estimated monthly payment on 5 year lease

**Disclaimer: Please call to confirm selected sections are compatible.**

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative \_\_\_\_\_ Date 50

I accept this quote. Please process this order.

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

Company Representative \_\_\_\_\_ Date \_\_\_\_\_



## OPTIONS

**Exterior Color(s)** (For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)

<input type="checkbox"/> Amber Rose	<input type="checkbox"/> Berry Mauve	<input type="checkbox"/> Buckskin	<input type="checkbox"/> Cappuccino Cream
<input type="checkbox"/> Charcoal Grey	<input type="checkbox"/> Coca Milk	<input type="checkbox"/> Evergreen	<input type="checkbox"/> Georgia Brick
<input type="checkbox"/> Golden Beige	<input type="checkbox"/> Granite Rock	<input type="checkbox"/> Hunter Green	<input type="checkbox"/> Java Brown
<input type="checkbox"/> Liberty Tan	<input type="checkbox"/> Malibu Taupe	<input type="checkbox"/> Mocha Caramel	<input type="checkbox"/> Natural Honey
<input type="checkbox"/> Nuss Brown	<input type="checkbox"/> Oatmeal Buff	<input type="checkbox"/> Pueblo Gold	<input type="checkbox"/> Raven Black
<input type="checkbox"/> Rich Earth	<input type="checkbox"/> Rosewood	<input type="checkbox"/> Sage Green	<input type="checkbox"/> Salsa Red
<input type="checkbox"/> Sand Beige	<input type="checkbox"/> Sun Bronze	<input type="checkbox"/> Toasted Almond	<input type="checkbox"/> Western Wheat

Special roof color # \_\_\_\_\_ Special wall color # \_\_\_\_\_

Special trim color # \_\_\_\_\_

**Stone Color** (Mark option with an X.) \*If option is not available, verify stone option is selected on previous page.

Basalt\*       Mountain Blend\*       Natural Grey\*       Romana\*

**Roof Texture** \*If option is not available, verify roof texture option is selected on previous page.

Ribbed Metal\*

**Wall Texture(s)** (For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)  
\*If option is not available, verify wall texture option is selected on previous page.

Split Face Block\*       Horizontal Lap\*       Board & Batt\*       Stucco\*\*

Brick\*\*       Distressed Wood\*\*

**Stone Wall Texture** (bottom texture only) \*If option is not available, verify stone option is selected on previous page.

Napa Valley\*\*       River Rock\*\*       Flagstone\*\*       Stacked Rock\*\*

*\*Textures not included in CXT's quote are additional cost.*

### Door Opener

Non-locking ADA Handle

Privacy ADA Latch

Pull Handle/Push Plate

### Deadbolt

### Accessible Signage

Men

Women

Unisex

### Toilet Paper Holder

2-Roll Stainless Steel

3-Roll Stainless Steel

### Notes:

cxtinc.com  
800.696.5766







## Quotation - Structure List

**Project Name**  
City of Mulvane Restroom

**Location, State, Zip**  
Sumner, Mulvane, KS

Quote Product Legend:						
Option #	Joint Sealant	Ext. Jt. Wrap	Special Admixtures	Coatings	Pipe Connection Type	Quote #
1	1" CS-102	6" CS-212	None	CS-55 (Exterior)	Grout	25-1251
2	1" CS-102 Double	12" CS-212	Xypex*	Carboline 300M (Exterior)	Boot	
3	1.25" CS-102	12" MacWrap	Conshield*	Masterseal 610 (Exterior)	A-Lok	<b>Date of Quote</b>
4	1.25" CS-102 Double	9" Infi-Shield	Xypex & Conshield*	HLM 5000 (Exterior)	Link Seal (By Others)	
5	1" CS-231		*Or Approved Alt.	CS-55 (Interior)		1/29/2025
6	1" CS-231 Double			Carboline 300M (Interior)		
7	1.25" CS 231			Masterseal 610 (Interior)		<b>Version</b>
8	1.25" CS 231 Double			HLM 5000 (Interior)		
9	3/4" CS-440					1
10	HK TSS Gasket					

Structure Information							Accessories					Structure Configuration (See Legend)							Item Totals				
Item	Bid Item #	Structure #	Line Item Description	Structure ID Inches	Structure Total Depth Ft.	Quantity	Structure Price Each	Casting or Hatch Model Number	Casting or Hatch Qty	Casting or Hatch Price Each	Accessory Type	Accessory Qty	Accessory Price (Per Str.)	Joint Sealant	Exterior Wrap	Sp. Admixture	Invert Channel	Open Bottom (OB) or Open Top (OT)	Extended Base Slab	Coatings	Pipe Connection Type	Item Unit Price	Extended Item Total
2			Other Prefabricated Restroom - Carson Flush Model			1	\$94,000							No	No	No				No	1	\$94,000	\$94,000
<b>Structures Subtotal:</b>							\$94,000.00	<b>Casting/Hatch Subtotal:</b>			\$0.00	<b>Accessory Subtotal:</b>			\$0.00	<b>Structures, Casting/Hatch, Accessory Subtotal:</b>							\$94,000.00

\*\*\*This quote is CONFIDENTIAL and is intended only for parties who received it from Infrastructure Precast, Inc., and shall not be disclosed to, nor discussed with, any third parties.\*\*\*

<b>Job Notes:</b>
<b>Structure Notes:</b>



**Infrastructure Precast, Inc.**  
 Mailing Address: PO Box 27, Hartford, KY 42347  
 Production Facility: 981 W 7th St, Beaver Dam, KY 42320  
 Corporate Office: 552 St Rt 69 N, Hartford, KY 42347  
 Office: (270) 363-2238  
 sales@icastinc.com  
 Web Site: icastinc.com

Project Name: City of Mulvane Restroom  
 Project Address: n/a  
 Location, State, Zip: Sumner , Mulvane , KS  
 Project Owner: n/a  
 Storm End User: n/a  
 Sanitary End User: n/a  
 Project Engineer: n/a

Quotation - Terms & Conditions		
Quote #	Date of Quote	Version
25-1251	1/29/2025	1
Terms	FOB	Valid (days)
Net 30	Jobsite	30

**Terms and Conditions:** Infrastructure Precast, Inc.'s ("Manufacturer") standard terms, outlined below, apply to all quotes unless otherwise specified. Customer's purchase order is expressly limited to these terms and shall not include any additional or different terms stated or proposed by Customer. Amendment of these terms is only valid if confirmed in writing by Manufacturer. Customer's issuance of a purchase order or other acknowledgement of a sales order, and/or Customer's acceptance of delivery of materials, shall serve as a confirmation and acceptance of these terms. Please reference the actual quote for project specific inclusions/exclusions. Infrastructure Precast, Inc.'s ("Manufacturer") standard terms, outlined below, apply to all quotes unless otherwise specified. Customer's purchase order is expressly limited to these terms and shall not include any additional or different terms stated or proposed by Customer. Amendment of these terms is only valid if confirmed in writing by Manufacturer. Customer's issuance of a purchase order or other acknowledgement of a sales order, and/or Customer's acceptance of delivery of materials, shall serve as a confirmation and acceptance of these terms. Please reference the actual quote for project specific inclusions/exclusions.

**Delivery:** Unless noted otherwise, prices include freight to the jobsite in truckload quantities, as close to the jobsite as can be reached by a fully loaded tractor trailer under its own power. Customer to offload materials with their own equipment and labor. Two hours per truck is allowed for unloading, we reserve the right to charge demurrage for delays at a rate of \$125.00 per hour per truck. Additional delivery fees may be added if the project quantities change, as freight costs may be embedded in material unit pricing. If freight costs are embedded in the unit pricing of the product, deliveries shall be in full truck load quantities. Partial truck quantities are subject to an additional freight charge. It is the responsibility of the customer to offload and handle products safely and within the parameters set forth by the manufacturer of lifting devices and in accordance and compliance with regulations. Risk of loss for materials passes to customer when each truck reaches the delivery site specified by customer. Deliveries cancelled within 48 hours of confirmed delivery date are subject to a cancellation fee of \$300. Deliveries cancelled within 24 hours of confirmed delivery date are subject to a cancellation fee of \$500.

**Delays:** It is understood that manufacturer shall not be liable for delay due to strikes, lockouts, embargoes, delays of carriers, damage during shipment, acts of God, pandemics, inability to secure labor or materials, restrictions imposed by governmental agency, and other delays beyond our control. If delivery of all or part of the products within the contract time is delayed or prevented by any of these issues, then manufacturer shall not be liable for any undelivered portion of this contract.

**Takeoff Accuracy:** The quantities on this quote should be checked and verified by the customer for accuracy. The quantities listed on this quote represent our interpretation of the customer provided plans and specifications at the time of quoting and may not include all required materials. The customer should notify us as soon as possible should they find errors or omissions in the quote so that the quote can be corrected, as unit pricing may change if a significant change in scope is required. Customers are responsible for the accuracy of their own takeoffs. Customer should take extra precaution when placing an order to ensure the quote and order is complete and accurate.

**Return Policy:** Due to the custom nature of precast concrete structures, some products might not be returnable. Custom products, including structures with pipe openings might not be eligible for return, with the exception of headwalls and knockout boxes. If a product is deemed eligible for return, in our sole discretion, there will be a 30% restocking fee applied, plus the cost of transporting the product. Products will be inspected upon return for damage and cleanliness. Products must be in resalable condition to receive any credit. Products cannot be returned without a return material authorization form. Contact a salesperson to initiate a return.

**Submittals:** Submittals will be provided for products and must be reviewed and approved by the customer prior to releasing the order for production and/or shipment/pickup. The length of time required for providing submittals can vary due to the size and complexity of the project, and the backlog of projects currently in the submittal preparation phase. Submittals are prepared by the engineering department and are reviewed by an engineering manager and professional engineer. Submittals relay to the customer our interpretation of the product requirements. If a submittal is rejected and significant changes found to be required including changes to the product size, shape, depth, thickness, reinforcing schedule, etc., we reserve the right to provide a revised quote for the product prior to proceeding with revisions to the submittal. It is the responsibility of the purchasing customer to ensure that the submittals are correct (not the reviewing authority or engineer). If products are manufactured according to the approved submittal, and the approved submittal is later found to be incorrect, the customer shall incur the cost for repair or replacement of the product. Customer should take extra precaution when approving a submittal, and should review the submittal with the project plans, specifications, addenda, field orders, change orders, contract documents etc. for accuracy and compliance.

**Purchase Order:** Customer must provide a Purchase Order for all purchases. Verbal Purchase Orders are acceptable.

**Duration of Quote:** Prices are based on acceptance of the entire attached quote within 30 days of the date of the quote, the approval of our submittals or production shop drawings by the engineer or customer, and acceptance of the customer's credit qualifications, unless otherwise noted. Requests for partial acceptance of this quote are reviewed on a case-by-case basis and may not be accepted. Projects lasting longer than 12 months are subject to a price escalation to compensate for material and labor price increases, up to 10% per year.

**Lead Time:** The lead time can vary significantly. All quoted lead times are subject to trucking availability at the time of production completion. Customer must provide the requested sequence of delivery for products and requested delivery dates at the time the order is placed. Customer revisions to this schedule might cause project delays because the manufacturer will produce products in the sequence provided and will attempt to meet the requested delivery dates as requested by the customer.

**Completed Product Storage:** Products should be delivered within 60 days after production completion. Products will be invoiced at 60 days after production completion, regardless of delivery status. Storage fees will begin at 60 days after production completion at a rate of \$10 per ton per month.

**Damages and Backcharges:** Customer must sign delivery tickets at the time of delivery and must ensure that all items shown on the delivery ticket have been received in an acceptable condition. If a product arrives damaged the customer can reject it and refuse to offload the product. If the customer offloads the product, it is considered accepted and in good condition and cannot be claimed as damaged at a later date. Customer shall advise of any issues related to the quality of the products provided as soon as possible. If the customer finds that products have not been built in accordance with the approved submittals or if the quality of the product is not acceptable, the customer must provide the manufacturer a reasonable amount of time for onsite repair or replacement. The customer may offer to repair the product at their own cost. The customer may offer to repair the product with cost being paid by the manufacturer (backcharge). All backcharges must be pre-approved in writing to be considered. Unapproved and unauthorized backcharges will not be considered or accepted.

**Warranty Disclaimer:** Manufacturer makes no express or implied warranties or any warranty of merchantability or fitness for any particular purpose whatsoever. In no event shall manufacturer be liable for any labor, installation, removal, or transportation costs, or for any of customer's liquidated damages, or for indirect or consequential or incidental damages (including without limitation loss of profits, business interruption, or other pecuniary loss) in connection with the materials. Manufacturer's liability, whether in contract, in tort, under warranty, in negligence, or otherwise, shall not exceed the purchase price of the materials.

**Assignment:** Customer may not assign its purchase order obligations without Manufacturer's prior written consent.

**Forum/Choice of Law:** This contract and any purchase orders shall be construed in accordance with the laws of the Commonwealth of Kentucky, except for claims which are required by law to be adjudicated pursuant to the law of another jurisdiction. The materials are manufactured in Ohio County, Kentucky. Customer agrees that the exclusive jurisdiction for any claims arising out of or relating to purchase orders shall be in the state courts with venue in Ohio County, Kentucky; provided, however, that Manufacturer may in its sole discretion bring claims in any jurisdiction in connection with obtaining a lien or enforcing its lien rights.

**Cancellations/Revisions:** Order cancellations after submittals have been provided to the customer (or are in preparation) are subject to fee equal to 10% of the cost of the custom products within the provided submittals. This fee is used to cover the direct cost of the engineering techs, engineering manager, and project manager in the preparation and oversight of delivering project specific custom submittals. If a purchase order is cancelled, customer shall pay for all work performed prior to written notice of termination (including work in progress), together with reasonable allowance for overhead and profit thereon, plus reimbursement for cancellation expenses, plus reimbursement for any materials specially ordered. Revisions to a project after submittals have been prepared (or are in preparation) may also be subject to a fee to cover the direct cost of the labor required to revise the submittals. Revisions will also add lead time, to review and revised submittals, and re-issue production drawings. If revisions are made to a custom product that has already been produced, the custom product will be invoiced, regardless of whether the customer takes delivery of the custom product. Disposal/demolition fees may also apply, up to 50% of the product cost. Manufacturer reserves the right to revise or withdraw this quote in its entirety after reviewing potential project revisions.

**Taxes:** Quote does not include any applicable state or local sales tax. Valid resale or tax-exempt certificate must be supplied for all nontaxable sales on a project specific basis. Blanket exemption certificates will not be accepted by customers other than governmental agencies.

**Pay-When-Paid:** "Pay-when-paid" is not permitted. Invoices are due within the terms set forth to the customer regardless of whether the customer has been paid for the product. Credit holds will be placed on accounts more than 60 days past due.

**Retainage:** Retainage is not permitted. If the customer withholds retainage, the retainage will be subject to monthly finance charges. Credit holds will be placed on accounts more than 60 days past due.

**Credit Hold:** Customer accounts will be placed on a credit hold if they have unpaid invoices that are 60 days or more overdue. The hold will remain until the account is made current. Production and deliveries will be halted until the hold is listed. Customers with repetitive credit holds will have credit accounts revoked and will be required to prepay for products prior to beginning production.

**Payment Terms:** All payments are due 30 days after invoice date. Invoices not paid within 30 days are subject to a 1.5% finance charge per month. Customer shall be liable for all expenses, costs, and attorney fees incurred in the collection of any past due invoices.

**Acceptance of Terms:** Customer accepts all terms as set forth in the Terms and Conditions and on the quote without exception.



# SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 GEORGE WASHINGTON BLVD. WICHITA, KS 67210  
PHONE: (316) 687-3110 • FAX: (316) 687-5853

## City of Mulvane, KS. Ralph Bell Park Restroom Construction



### Snodgrass & Sons Construction Co., Inc.

2700 George Washington Blvd.  
Wichita, KS 67210

**Point of Contact:**

Aaron Snodgrass, President  
316-687-3110

[aaron@snodgrassconstruction.com](mailto:aaron@snodgrassconstruction.com)



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**SNODGRASS & SONS  
CONSTRUCTION CO., INC.**  
**PROJECT APPROACH**

**INTRODUCTION**

We would like to thank the City of Mulvane for inviting Snodgrass & Sons Construction to submit a proposal for the construction of the Ralph Bell Park Restrooms project. We trust this proposal will meet and exceed all requirements of the Request for Proposal. We believe Snodgrass & Sons offers a unique approach to the project and would enjoy the opportunity to continue our fantastic relationship with the City of Mulvane.

**RFP ANALYSIS**

Our estimating team has taken time to understand the requirements and desires from the City of Mulvane as outlined in the RFP. We understand this structure needs to have a long life-cycle and constructed in such a way that it will endure for many decades to come. We acknowledge the challenge of designing a structure that is aesthetically pleasing, reduces maintenance effort and will be resistant to vandalism and harsh weather. We have communicated these necessities to our team of engineers, subcontractors and suppliers.

**BID APPROACH**

In an effort to maximize the thoroughness and comprehension of a bid with minimal design completion, Snodgrass has reached out to a select team of Engineers, Subcontractors and Suppliers. This team of professionals has proven themselves on other projects to be cost-effective, produce amazing end-results and be punctual; a very tough combination to find. Our estimating team worked through the bid with each of these companies to make sure all requirements of the project will be met. We believe our partnership with these companies will provide not only the best quality, but the best cost the market can bear.

**PRELIMINARY DESIGN**

Snodgrass and Sons has partnered with TEAM Architecture and MKEC Engineers as the design team for this project. TEAM Architecture provided preliminary concept drawings based on the RFP as the basis for our subs and suppliers to price. These concept drawings are provided for you in the Concept Design section of this proposal.

**DESIGN CONSIDERATIONS AND SATISFACTION OF THE RFP**

Durability, ease of maintenance, aesthetics and cost were the primary considerations for us while preparing this proposal.

The structure will be built on concrete foundations with CMU block walls. The roof will be wood trusses fitted with a hipped standing seam metal roof, gutters and downspouts. While not the most cost-effective up-front, CMU block walls and a standing seam metal roof are extremely durable and should prove cheaper to maintain compared to other construction types in the long-run. The exterior of the CMU block walls will be sealed and receive expansion joints where necessary. The interior CMU block walls will receive epoxy paint. This will allow for the walls to be hosed down if/when necessary for cleaning. Floors will be sealed concrete to provide a low-cost, durable, low-maintenance finished product. The ceiling will be a painted type X abuse resistant gypboard. Toilet accessories (grab bars, mirrors, toilet paper holders, soap dispensers, changing stations) will be provided and installed for ADA compliance. Toilet paper dispensers will be lockable type. All doors and door frames will be hollow metal outfitted with appropriate hardware for their application.

**DESIGN CONSIDERATIONS AND SATISFACTION OF THE RFP CONTINUED**

All sinks and toilets will be wall mounted and receive automatic motion sensor flush valves and faucets. Auto-flush valves / motion sensor faucets ensure water does not continually run and that the toilets will always be flushed. An instantaneous electric water heater will provide hot water to the sinks. A mop sink will be provided in the mechanical room.

Both restrooms will receive electric hand-dryers to reduce the need to restock paper towels or empty trash cans. A single LED light will be installed in both restrooms and the mechanical room. Restroom lights will be on a occupancy sensor so lights and exhaust fans do not remain on while unoccupied to conserve energy. Each restroom will receive an exhaust fan that will turn-on/off along with the lights. An LED wall-pack light fixture will be placed above each door for safety, security and aesthetics. Each restroom will receive an electric unit heater to facilitate the use of the restrooms in the winter months.

**OTHER CONSIDERATIONS**

We understand that due to the Design-Build nature of this project, the contract vehicle for this project will be a Guaranteed Maximum Price (GMP). Remittance of realized cost savings back to the City can be negotiated at time of contract.

We understand that since this is a City project that the project will be tax exempt. This proposals excludes sales tax. City of Mulvane will need to provide a tax exemption certificate along with the contract.

We understand that an immediate start is the requirement of the City. Expedited design review from City Officials will help facilitate the quickest schedule possible.

There is an existing mature Oak Tree near the proposed site location. Oaks are very sensitive to changes in environment to include new structures built in their vicinity. Civil Engineering's suggestion is to keep the new building as far away from this tree as possible or at least outside of its drip line to prevent any decline of the tree. We suggest locating the structure slightly further south to keep it away from the tree but still within a convenient distance to the courts.

Per the RFP, the City of Mulvane is to bring all required utilities (electricity, sanitary sewer and domestic water to include any required meters or tap fees) to within 5 feet of the new structure. Contractor will tie-in the structure to these utilities.

Snodgrass will install sidewalk within the immediate surrounding perimeter of the new structure.



City of Mulvane: Ralph Bell Park Restroom

OWNER: City of Mulvane  
 ADDRESS: 211 North 2nd Avenue, Mulvane, KS 67110  
 PROJECT: Ralph Bell Park Restroom  
 DATE: November, 2024

**COST ESTIMATE**

Sample DB	Description	Labor Hours	Labor Amount	Material Amount	Sub Amount	Equip Amount	Total Amount
01.1	General Expense	699	24,530	3,321	6,849	5,455	40,155
01.2	Engineering / Design				36,910		36,910
02.2	Earthwork	42	1,066	438		1,176	2,679
03.3	Continuous Footings 16"x2'10"x74'	54	1,143	2,811		103	4,057
03.4	4" SOG	39	801	752		60	1,613
03.5	4" Sidewalk	42	865	1,029			1,894
04.1	Masonry Sub				31,466		31,466
07.1	Waterproofing				1,911		1,911
07.5	Metal Roofing	185	4,374	14,062		583	19,019
08.1	Doors-Windows & Hardware	21	508	6,453			6,961
09.6	Flooring	8	183	212			395
09.9	Painting				3,900		3,900
10.1	Specialties	11	254	1,697			1,951
15.1	Plumbing / HVAC				30,465		30,465
16.1	Electrical				22,450		22,450

Description	Amount	Totals	Hours	Rate	Allocatable	Cost Basis	Cost per Unit	Percent of Total
Labor	33,722		1,099.255 hrs					13.58%
Material	30,774							12.39%
Subcontract	133,951							53.94%
Equipment	7,376		768.635 hrs					2.97%
Other								
	<b>205,823</b>	<b>205,823</b>						<b>82.88%</b>
Superintendent Bonus (MH's)	495			0.450 \$/hr	<input checked="" type="checkbox"/>	Hours		0.20%
Labor Burden (L)	5,058			15.000 %	<input checked="" type="checkbox"/>	Category		2.04%
Ks State Tax (LME)					<input checked="" type="checkbox"/>	Category		
Permit / Plan Review (%)	2,015				<input checked="" type="checkbox"/>	Lump sum		0.81%
Surety Bond	4,392				<input checked="" type="checkbox"/>	Lump sum		1.77%
Contingency (LME)	2,516			3.500 %	<input checked="" type="checkbox"/>	Category		1.01%
Contingency (S)	5,693			4.250 %	<input checked="" type="checkbox"/>	Category		2.29%
	<b>20,169</b>	<b>225,992</b>						<b>8.12%</b>
OHP (% of Lab, Mat, Equip)	14,374			20.000 %	<input checked="" type="checkbox"/>	Category		5.79%
OHP (% of total Subcontracts)	7,970			5.950 %	<input checked="" type="checkbox"/>	Category		3.21%
	<b>22,344</b>	<b>248,336</b>						<b>9.00%</b>
								<b>100.00%</b>

**Total 248,336**

**Standard Estimate Report**  
**PC 2483 - City of Mulvane Restroom Budget**

Description	Quantity	Labor	Material	Subcontract	Equipment	Other	Total
		Amount	Amount	Amount	Amount	Amount	Amount
<b>01-0000</b>							
<b>GENERAL CONDITIONS</b>							
01-0310 PROJECT MANAGEMENT		30,000	2,248		2,623	1,799	36,670
01-0320 PROJECT DOCUMENTAION			187				187
01-0410 FEE'S/ENGINEERING				4,111		1,249	5,360
01-0420 PERMITS						625	625
01-0450 CONSTRUCTION FACILITIES			1,836				1,836
01-0510 TEMPORARY UTILITIES				881			881
01-0530 DUMPSTERS						2,748	2,748
01-0800 CLEANING & WASTE MANAGEMENT		5,646	657				6,303
<b>GENERAL CONDITIONS</b>		<b>35,646</b>	<b>4,929</b>	<b>4,992</b>	<b>2,623</b>	<b>6,420</b>	<b>54,610</b>
600.00 Labor hours							
480.00 Equipment hours							
<b>03-0000</b>							
<b>CONCRETE</b>							
03-0310 FOOTINGS				12,915			12,915
03-0320 SLABS				4,843			4,843
<b>CONCRETE</b>				<b>17,758</b>			<b>17,758</b>
<b>04-0000</b>							
<b>MASONRY</b>							
04-0220 CMU				21,303			21,303
<b>MASONRY</b>				<b>21,303</b>			<b>21,303</b>
<b>06-0000</b>							
<b>WOOD &amp; PLASTICS</b>							
06-0300 WOOD FRAMING				3,229			3,229
06-0400 STRUCTURAL WOOD				2,055			2,055
06-0500 SHEATHING		948	1,503				2,451
<b>WOOD &amp; PLASTICS</b>		<b>948</b>	<b>1,503</b>	<b>5,284</b>			<b>7,735</b>
21.00 Labor hours							
<b>07-0000</b>							
<b>THERM-MOIST. PROTECTION</b>							
07-1100 ROOFING				12,915			12,915
07-6000 JOINT SEALANTS		638	462				1,100
<b>THERM-MOIST. PROTECTION</b>		<b>638</b>	<b>462</b>	<b>12,915</b>			<b>14,015</b>
<b>08-0000</b>							
<b>OPENINGS</b>							

**Standard Estimate Report**  
**PC 2483 - City of Mulvane Restroom Budget**

Description	Quantity	Labor	Material	Subcontract	Equipment	Other	Total
		Amount	Amount	Amount	Amount	Amount	Amount
08-0200 HOLLOW METAL DOORS & FRAMES <b>OPENINGS</b>		1,293	6,558				7,851
		<b>1,293</b>	<b>6,558</b>				<b>7,851</b>
<b>09-0000 FINISHES</b>							
09-3000 PAINTING <b>FINISHES</b>				1,823			1,823
				<b>1,823</b>			<b>1,823</b>
<b>10-0000 SPECIALTIES</b>							
10-0550 TOILET ACCESSORIES <b>SPECIALTIES</b>		1,465	2,498				3,964
		<b>1,465</b>	<b>2,498</b>				<b>3,964</b>
<b>22-0000 PLUMBING</b>							
22-0110 PLUMBING SUBCONTRACTOR <b>PLUMBING</b>				31,701			31,701
				<b>31,701</b>			<b>31,701</b>
<b>23-0000 HVAC</b>							
23-0110 HVAC SUBCONTRACTOR <b>HVAC</b>				8,806			8,806
				<b>8,806</b>			<b>8,806</b>
<b>26-0000 ELECTRICAL</b>							
26-0110 ELECTRICAL <b>ELECTRICAL</b>				17,612			17,612
				<b>17,612</b>			<b>17,612</b>
<b>31-0000 EARTHWORK</b>							
31-0110 EARTHWORK SUBCONTRACTOR <b>EARTHWORK</b>				19,960			19,960
				<b>19,960</b>			<b>19,960</b>

**Estimate Totals**

<b>Description</b>	<b>Amount</b>	<b>Totals</b>	<b>Hours</b>	<b>Rate</b>	<b>f Total</b>
Labor	39,991		621.000 hr		16.90%
Material	15,950				6.74%
Subcontract	142,153				60.08%
Equipment	2,623		480.000 hr		1.11%
Other	6,420				2.71%
	<b>207,137</b>	<b>207,137</b>			<b>87.54%</b>
AMEP Fee	29,482			16.000 %	12.46%
Total		<b>236,619</b>			<b>87.54%</b>

City Council Meeting  
March 3, 2025

TO: Mulvane City Council

FR: Gordon Fell, Director of Public Safety

RE: Updated Dispatch Console and Radio Upgrades

ACTION: Motion to approve the quote from KA-Comm for Dispatch console update.

---

**Background:**

This purchase is part of our radio update project which has been ongoing since 2023. The purpose of this project is for compliance with encryption mandates for securing personal information as well as expanding the number of channels dispatch can communicate on. After this portion of the project, EMS radio updates will remain.

**Analysis:**

The current dispatch console was purchased in November 2018. Several things need to be accomplished in this update.

- New radios need to be added to allow for encryption and radio ID signature.
  - (5) New antennas added to tower
  - (2) IP gateways to make the connection
  - 600 feet of Cabling
- Console needs to be upgraded to the newest version (this is an off public network computer that remotely controls the radios from Dispatch to the IT Room)

When the project was initially installed in 2018 we requested quotes from three vendors one of which is no longer in business. Mobile Radio Service did not bid and KA-Comm submitted the quote addressed in this memo. The service needs to be performed by an authorized/licensed TELEX dealer.

We had KA-Comm add the open box radios that were considered as the next option in a previous quote for patrol car radios to be used in dispatch upgrade. We have coordinated and reviewed the bid to get up as low as possible, all while ensuring we have met our needs.

Attached is the detailed quote from KA-Comm.

**Financial Considerations:**

Equal Split between EMS/Fire/Police Operating Budgets New Equipment

**Legal Considerations:**

Required for radio encryption and dispatch upgrades

**Recommendation:**

Motion to approve the quote from KA Comm LLC for dispatch radio upgrades in the amount of \$29,173.12

# KA-COMM, INC

3737 N. Hillside  
 Wichita, KS 67219  
 (316) 512-3100  
 (785) 827-1921 Fax  
 www.ka-comminc.com  
 kgoering@ka-comminc.com

## Quote

Date	Quote #
2/24/2025	30471

Customer:
MULVANE POLICE DEPARTMENT 211 N. 2ND STREET MULVANE, KS 67110

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	KJG	FOB
Item	Description	Qty	Cost	Total	
F.01U.411.672	MULVANE DISPATCH UPGRADE & SPECIAL PRICING-BRAND NEW (UNBOXED) RADIOS  DISPATCH UPGRADE F.01U.411.672, IP-224, GATEWAY NORTH AMERICA VERSION, INCLUDES BASIC MODEL FEATURES PLUS: GENERIC SERIAL TYPE 2, DMR/MOTOTRBO, P25, NXDN, IDEN, TETRA, & EF JOHNSON SERIAL CONTROL CAPABILITIES ENABLED.	2	3,886.74	7,773.48	
MISC EQUIPME... F.01U.411.845	MISC. EQUIPMENT, C-SOFT 7.7 FREE UPGRADE F.01U.411.845, IP-224 MOUNTING BRACKETS (DUAL)	4	0.00	0.00	
F.01U.411.841	F.01U.411.841, IP-224 CABLE TO KENWOOD TK-X150/X180/5X10,NX-X00, NX-5X00 AND TK OR VM-5X30 SERIES RADIOS	1	102.18	102.18	
F.01U.411.841	F.01U.411.841, IP-224 CABLE TO KENWOOD TK-X150/X180/5X10,NX-X00, NX-5X00 AND TK OR VM-5X30 SERIES RADIOS	4	229.32	917.28	
KAC-154 425-6625	KAC-154, GBS# 348738, 19" DUAL UNIT RACK 425-6625, KENWOOD NX-5000 KCH-19 FACEPLATE	2	150.00	300.00	
Y8063	Y8063, DIRECTIONAL YAGI, 806-896 MHZ, 3 ELEMENT, 7.1 DBD GAIN	4	40.62	162.48	
		5	219.50	1,097.50	
			<b>Subtotal</b>		
			<b>Sales Tax (0.0%)</b>		
			<b>Total</b>		

Signature:

Quote is valid for 30 days!



# KA-COMM, INC

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 Wichita, KS 67219  
 (316) 512-3100  
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 kgoering@ka-comminc.com

## Quote

Date	Quote #
2/24/2025	30471

Customer:
MULVANE POLICE DEPARTMENT 211 N. 2ND STREET MULVANE, KS 67110

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	KJG	FOB
Item	Description	Qty	Cost	Total	
UGBKIT-0420-T	UGBKIT-0420-T, 1/4"x 4"x 20" UNIVERSAL TINNED COPPER GROUND BUS BAR, 4X23 HOLES WITH HARDWARE	1	155.75	155.75	
IS-B50HN-C2-MA	IS-B50HN-C2-MA, POLYPHASE COAX PROTECTOR/BULKHEAD 125-1000 MHZ, 800UJ, N/M-N/F	4	111.99	447.96	
LMR400/1	LMR400/1, 3/8" BRAIDED FLEXIBLE FOAM DIELECTRIC 50 OHM COAX CABLE -- ESTIMATED	600	2.20	1,320.00	
RFN-1006-3i	RFN-1006-3i, CRIMP PLUG FOR 9913 / LMR 400 CONNECTOR	4	10.64	42.56	
RFN-1028-SI	RFN-1028-SI, LMR 400 CONNECTOR, N FEMALE	4	11.50	46.00	
LMR195	LMR195, BLACK POLYETHYLENE JACKET (RG58 TYPE) -- ESTIMATED	60	1.313	78.78	
RFN-1005-2N	RFN-1005-2N, N-TYPE MALE FOR RG58	8	10.50	84.00	
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES AND GROUNDING PARTS	1	250.00	250.00	
INSTALLATION	INSTALLATION/SETUP INCLUDES MILEAGE/TRAVEL AND ALL LABOR OPTIONAL:	1	4,560.00	4,560.00	
			<b>Subtotal</b>		
			<b>Sales Tax (0.0%)</b>		
			<b>Total</b>		

Signature:

Quote is valid for 30 days!

# KA-COMM, INC

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## Quote

Date	Quote #
2/24/2025	30471

Customer:
MULVANE POLICE DEPARTMENT 211 N. 2ND STREET MULVANE, KS 67110

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	KJG	FOB
Item	Description	Qty	Cost	Total	
GK-S400TT	GK-S400TT; GROUNDING KIT FOR LMR400 WITH 2 HOLE 1/4" CRIMP LUG NOTES: 1. WE HAVE INCLUDED RACK MOUNTS TO MOUNT ADDITIONAL RADIOS AND POWER SUPPLIES 2. WE ARE ASSUMING THAT THERE IS RACK SPACE AVAILABLE TO RACK ADDITIONAL EQUIPMENT.	5	37.03	185.15	
VM5930BF	UNBOXED RADIOS VM5930BF, 700/800 MHZ MOBILE, P25 PHASE 1, 1024 CHANNELS INCLUDES:	5	2,275.00	11,375.00	
KCH-19VM	KCH-19VM, BASIC CONTROL HEAD	5	0.00	0.00	
KMC-65M	KMC-65M, STANDARD DYNAMIC MOBILE MICROPHONE (8-PIN MOD. PLUG)	5	0.00	0.00	
KCT-23M	KCT-23M, DC CABLE KIT	5	0.00	0.00	
KMB-33M	KMB-33M, MOUNTING BRACKET	5	0.00	0.00	
KES-5A	KES-5A, SPEAKER	5	0.00	0.00	
KAP-2	KAP-2, OPTION CABLE	5	0.00	0.00	
			<b>Subtotal</b>		
			<b>Sales Tax (0.0%)</b>		
			<b>Total</b>		

Signature:

Quote is valid for 30 days!

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## Quote

Date	Quote #
2/24/2025	30471

Customer:
MULVANE POLICE DEPARTMENT 211 N. 2ND STREET MULVANE, KS 67110

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	KJG	FOB
Item	Description	Qty	Cost	Total	
8322000002	8322000002, P25 CONVENTIONAL	5	0.00	0.00	
8322000005	8322000005, P25 PHASE 1 TRUNKING	5	0.00	0.00	
8322000006	8322000006, P25 PHASE 2 TDMA	5	0.00	0.00	
8323000004	8323000004, MULTI-KEY DES AND AES	5	0.00	0.00	
8323000005	8323000005, ARC4 (ADP COMPATIBLE) (INDIVIDUAL LIST: \$4,971.80)	5	0.00	0.00	
PROGRAMMING	PROGRAMMING, PROGRAMMING OF RADIO	5	55.00	275.00	

<b>Subtotal</b>				\$29,173.12	
<b>Sales Tax (0.0%)</b>				\$0.00	
<b>Total</b>				\$29,173.12	

VISA & MASTERCARD ACCEPTED  
 \*ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE\*

Signature: \_\_\_\_\_

Quote is valid for 30 days!

**CITY COUNCIL MEETING**  
**MULVANE, KANSAS**  
March 3, 2025

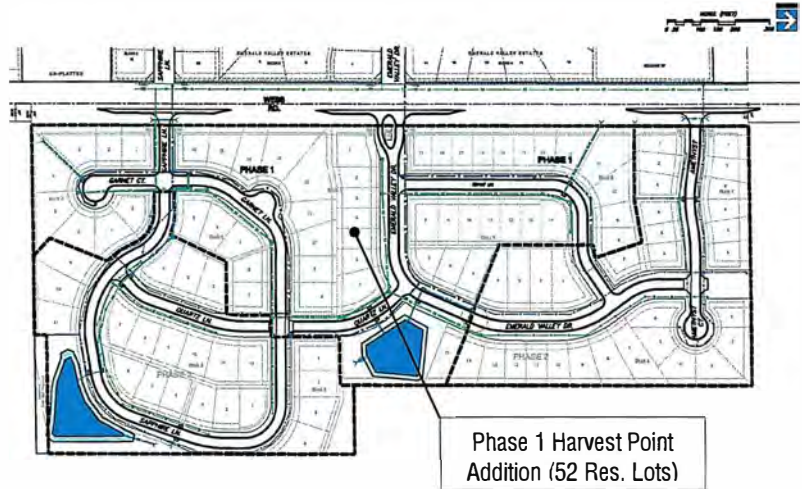
**TO:** Mayor and City Council  
**SUBJECT:** Harvest Point Addition, Phase 1 Infrastructure  
**FROM:** City Engineer - Young & Associates, PA  
**AGENDA:** ACTION ITEM – Review/Approve Change Order No. 1 request from McCullough Excavation, Inc.

**Background:**

In December of 2023 the City approved resolutions for financing the first phase of infrastructure improvements for the Harvest Point residential development. The contract time for Grading and Utility Improvements was set at 180-calendar days. A late start provision for potential supply chain delays allowed for an additional 30-calendar days. The start date established in the NTP was July 3, 2024 with a completion date of December 30, 2024.

**Analysis:**

Mass Grading and Detention Ponds, Sanitary Sewer, Storm Sewer and Water Line improvements were substantially completed on February 4, 2025. The Contractor is working to complete punch list items identified during the final inspection.



Record setting snow storms beginning on January 4, 2025 covered the site in snow and ice through approx. January 27<sup>th</sup>. As a result the Contractor has requested to extend their contract time by 25-calendar days. The additional time will set the Contractor’s completion date at January 24, 2025.

**Financial Considerations:**

The construction agreement with McCullough Excavation for Grading and Utility Improvements totals \$1,672,980.25. The proposed Change Order (for additional time) does not alter the construction amount. 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 the additional time as requested by McCullough Excavation as outlined in the following sample motion:

*Sample Motion:*

*I move the City approve Change Order No. 1 for an additional 25-calendar days Grading and Utility Improvements to serve Phase 1 Harvest Point Addition, and authorize the Mayor to sign.*

**CONTRACT CHANGE ORDER NO. 1**

**Project:** Grading and Utility Improvements to serve,  
Phase 1 – Harvest Point, City of Mulvane, Sedgwick County, Kansas

Y&A Project No.: 23-501

**Contractor:** McCullough Excavation, Inc.  
9210 E. 34th Street N.  
Wichita, Kansas 67226

**Date:** February 18, 2025


1. The following changes were made to the CONTRACT DOCUMENTS:  
The construction start date, including a 30-day late start provision, was 7/3/24 and the contract completion date was established as 12/30/24. Record setting snow storms beginning on 1/4/25 covered the site in snow and ice through approx. 1/27/25. As a result the Contractor has requested to extend their 180-day calendar contract by 25-days (see attached email).
2. The following changes are hereby made to the CONTRACT AMOUNT:  
No changes in the Contract Amount.
3. The following changes are hereby made to the CONTRACT TIME:  
Add twenty-five (25) calendar days to the Contract Time.

Original Contract Time = 180 Calendar Days  
Original Contract Start Date = July 3, 2024  
Original Substantial Completion Date = December 30, 2024

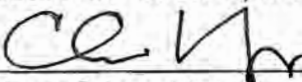
Revised Contract Time (due to Change Order No. 1) = 205 Calendar Days  
Revised Substantial Completion Date = January 24, 2025

CHANGE ORDER AUTHORIZATION:

Change Order No. 1 Requested by:  
CONTRACTOR

  
\_\_\_\_\_  
McCullough Excavation, Inc. Date  
9210 E. 34<sup>th</sup> Street N., Wichita, Kansas 67226

Change Order No. 1 Recommended by:  
RESIDENT PROJECT REPRESENTATIVE

  
\_\_\_\_\_  
Young & Associates, PA, Date  
100 South Georgie, Derby, KS 67037

Change Order No. 1 Accepted by:  
OWNER

\_\_\_\_\_  
City of Mulvane, Kansas Date  
211 N. 2<sup>nd</sup> Ave., Mulvane, KS 67110

**CITY COUNCIL MEETING  
MULVANE, KANSAS  
March 3, 2025**

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

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**Background:**

Prior to 2016, the City maintained a pedestrian bridge crossing of Styx Creek inside English Park. This bridge was located near the east end of Willowdell Dr. and linked pedestrians in the Willowdell, Hickory Hills and Cedar Brook subdivisions. The bridge was damaged and taken out of service following two significant floods that occurred in the fall of 2016. Replacement of the bridge was included in the City’s 2024-2029 Capitol Improvement Program (re: Street-Drainage, “Styx Creek Channel Improvements”).



Styx Creek – English Park  
Photo taken May 2007

**Analysis:**

Styx Creek is a FEMA regulated stream with a floodplain spanning the majority of English Park and a floodway located in the westerly part of the Park. In November of 2024, a permit application and site development plan was prepared and submitted to KDA-DWR for constructing a pedestrian bridge over Styx Creek. On January 14, 2025 the City received a copy of the approved permit.



Styx Creek – English Park  
Photo taken September 2016

Bid documents for the project will include collaborating with a structural engineer and/or geotechnical engineer for developing design plans for the bridge abutment and design specifications for a pre-manufactured steel pedestrian bridge.

A request for proposals (RFP) was prepared on February 3, 2025 and distributed to (5) local structural engineering firms. On February 26<sup>th</sup> City staff received and evaluated proposals from (2) firms as follows:

<u>Firm Name</u>	<u>Proposed Fee Range</u>
JEO Consulting Group	\$25,000.00
PEC	\$23,000.00

**Financial Considerations:**

A project cost opinion for the bridge replacement was prepared in May of 2024 with total project costs estimated at \$509,161. The project will be funded through the current 1% sales tax for infrastructure/drainage improvements.

**Legal Considerations:**

Per City Attorney.

**Recommendation/Action:**

Staff recommends the City Council select Professional Engineering Consultants to prepare an agreement for structural engineering services for the proposed pre-manufactured steel pedestrian bridge in English Park.

*Sample Motion:*

*I move the City enter into an agreement with Professional Engineering Consultants for structural engineering services as outlined in the Request for Proposals.*



CITY OF MULVANE, KS – ENGLISH PARK

# PEDESTRIAN BRIDGE

## STRUCTURAL ENGINEERING SERVICES

FEBRUARY 2025







Professional Engineering Consultants (PEC) is a full-service firm providing holistic and sustainable solutions to both public and private sectors across the United States and beyond. With more than 400 employees in eight offices, we are a regionally-based firm with a national reach.

## SERVICES

### Architectural Engineering

Commissioning

Electrical

Mechanical

Structural

Sustainability Services

Technology Design

### Civil Engineering

Bridge

Community Planning & Development

Highway

Municipal & Water/Wastewater

Municipal Transportation

Site Civil

Water Resources

### Energy Engineering

Power

Process Piping

### Field Engineering

Geotechnical

Inspection

Materials Testing

Owner Representation

Survey

Survey Processing

For more than a half century, our company has been built on the relationships we have developed with both our clients and owners. Additionally, we have been at the forefront of developing innovative solutions with a level of engineering excellence that fosters prosperity and brings opportunity to communities.

We are a team of proactive problem solvers and take pride in the diversity of expertise within our company. Our deep understanding of the markets, technology, and regulations that govern the work we do allows us to create forward-thinking solutions that are effective and economical. We continually strive to create value for the communities in which we live and work.

We understand the crucial role the community plays in shaping and influencing businesses. Our expertise works quietly in the background and positions you as the champion for your community. From the roads and bridges connecting them, the energy powering them, the hospitals healing them, and the schools teaching them, PEC strives to better the communities you lead. We know when you succeed, your community succeeds. To us, that is what matters most.

## ESTABLISHED

1965

## EMPLOYEES

400+

## MARKETS

Commercial

Education

Energy

Federal

Healthcare

Industrial & Manufacturing

Mission Critical

Municipal

State

Transportation

## OFFICES

**Kansas**

Lawrence

Pittsburg

Topeka

Wichita (Headquarters)

**Oklahoma**

Oklahoma City

Tulsa

**Colorado**

Fort Collins

**Missouri**

Kansas City

We are PEC, a family of professionals that exists to **energize** communities, **shape** the future, and **guide** the way.



PROFESSIONAL ENGINEERING CONSULTANTS  
**STRUCTURAL**  
ENGINEERING

Every building should be designed to withstand the forces of nature while providing safety and functionality to those it serves. We understand this need and apply our 60 years of experience to provide custom solutions that are right for your business and occupants. Our work has taken us across the country to provide structural designs for areas with high wind loads, heavy snow accumulation, and elevated seismicity. Regardless of the project complexity, our structural engineers provide designs that are code compliant, budget conscious, functional, and resilient.

Through regular interactions with the communities we serve, PEC has the knowledge of local codes and regulations to produce efficient and precise designs. In addition, our team incorporates many types of building materials to withstand a myriad of climate elements. As a holistic service firm, we work with engineers in other disciplines to ensure structural designs are compatible with other systems.

Diversity of education and experience allows PEC's structural engineers to collaborate and customize solutions while creating a foundation of constant growth. We routinely add skills and services that further our ability to provide innovative solutions to our clients.



NOTABLE  
**SERVICES**

Computational Analysis  
Building and Non-Building Structures

Specialized Designs  
Structural Assessments





**PEC**

PROFESSIONAL ENGINEERING CONSULTANTS

**GEOTECHNICAL  
ENGINEERING**

According to the Geoprofessional Business Association, “Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes. While you cannot eliminate all such risks, you can manage them.” PEC is ready to assist you in managing project risk.

Since 1973, PEC has been providing geotechnical engineering services for projects including buildings, local streets, state and interstate highways, airports, bridges, transmission lines, utilities, and other types of infrastructure.

PEC recognizes the benefits of digging deeper into the data we obtain from our subsurface explorations to provide you high quality, less costly construction solutions.

Empowered by our own nationally-accredited materials testing laboratory, rotary drill rigs, truck-mounted Mobile B-31 and track-mounted Mobile B-57, we are flexible and can go through all terrains.

With the ability to drill 250’ below the surface, PEC’s geotechnical team applies established technologies and testing procedures to investigate, analyze, and develop geotechnical engineering recommendations and design. PEC drilling crews have performed subsurface explorations, rock coring, and monitor well installation or abandonment throughout the region.



**NOTABLE  
SERVICES**

- Foundation Soil Evaluation
- Monitor Well Installation and Abandonment
- Pavement Design
- Remedial Foundation Design and Construction Recommendations
- Rock Coring

- Settlement Analysis
- Shallow and Deep Foundation Design
- Site Preparation and Earthwork Construction
- Slope Stability Analysis
- Subsurface Explorations



## Design Approach

The approach to this pedestrian bridge project will be similar to the relevant previous projects that PEC has completed listed below, such as the City of Derby Madison Park. PEC will perform the geotechnical investigation and provide geotechnical recommendations for the abutment/foundation design. PEC structural will use these recommendations to design the foundations, along with coordinating the pedestrian bridge specifications and design by the bridge manufacturer. PEC will also perform construction site observations prior to and after concrete placement to ensure a quality final project.



### Wade Graham, PE Structural Engineer

Wade specializes in analysis and design of various building types including conventional steel, light gauge steel, concrete, and timber. His responsibilities include project design and delivery to the client. He has experience in both new and renovation projects including municipal government, industrial, healthcare, commercial, and federal market sectors.

#### Years of Experience

12

#### Education

Kansas State University,  
Bachelor of Architectural  
Engineering, 2013

#### Licenses/Certifications

Professional Engineer:  
KS, IA, MA

#### Affiliations

Structural Engineers Association  
of Kansas and Missouri (SEAKM)

American Institute of Steel  
Construction (AISC)

City of Andover, KS

- 13<sup>th</sup> Street Park
- Library Art Walk

City of Clay City Community Storm Shelter | Clay City, KS

City of Derby, KS

- Decarsky Park
- Madison Avenue Park
- Warren Riverview Park
- 

City of Maize, KS

- Claire Donnelly Amphitheater
- Academy Street Improvements

City of Topeka Oakland Park Pool | Topeka, KS

City of Wichita, KS

- Chisholm Creek Park Bridge
- Equity Bank Park
- Museum of World Treasures Walk Repair
- South Lakes Pickleball Facility
- Watson Park Event Center





*Pedestrian Bridge over the Arkansas River  
Wichita, KS*



*Bicycle Path and Bridge  
Wichita, KS*



*10<sup>th</sup> Street Bridge  
Topeka, KS*

## City of Arkansas City Pedestrian Bridge

### Arkansas City, KS

PEC provided engineering design services for a concrete biking and hiking trail with a prefabricated pedestrian bridge structure, cast-in-place retaining walls, abutments, and other trail appurtenances including signage, bike racks, benches, and ADA ramps.

## City of El Dorado Pedestrian Bridge

### El Dorado, KS

PEC provided civil engineering services for a new pedestrian bridge on Main Street and south of McCollum Road over an unnamed creek. Plans were coordinated with U.S. Army Corps of Engineers (USACE) and Kansas Department of Transportation (KDOT).

## City of Newton 4<sup>th</sup> Street Pedestrian Bridge over Slate Creek

### Newton, KS

PEC provided civil engineering services for pedestrian access/rehabilitation of a stream crossing near Chisholm Elementary School.

## City of Wichita Pedestrian Bridge over the Arkansas River

### Wichita, KS

PEC provided civil engineering services including survey and geotechnical, for 19,000 LF of a water main and pedestrian crossing in a park and museum area of the city. The bridge is 345' long and 10' wide, and required 49.8 tons of structural steel and 832 LF of handrail.

## City of Wichita Bicycle Path and Bridge

### Wichita, KS

PEC provided civil engineering services including survey for this 10' wide bicycle path including an underpass at the Zoo Boulevard Bridge, and a 566' long pedestrian bridge crossing the Wichita-Valley Center Floodway. The nearly half mile project also included pedestrian signal enhancements, lighting, grading, sidewalks, and paving.

## City of Topeka 10<sup>th</sup> Street Bridge

### Topeka, KS

PEC provided the design for a shared-use path and bridge from Robinson to Wanamaker, as part of a previous project (10<sup>th</sup> Street from Fairlawn to Wanamaker). The project included a 120'-3" by 14'-0" prefabricated steel truss arch pedestrian bridge with 10' wide clear sidewalk, cast-in-place concrete retaining wall, bridge abutments and abutment strip drain, bridge backwall protection system to the inside face of the retaining walls in accordance with KDOT specifications, slope protection, and steel handrails.

February 26, 2025

Mr. Christopher Young  
City Engineer  
City of Mulvane  
211 North Second Avenue  
Mulvane, KS 67110

Reference: AGREEMENT for City of Mulvane – English Park Pedestrian Bridge  
Mulvane, Kansas  
PEC Project No. 250240-000

Dear Mr. Young:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

Mr. Christopher Young  
City of Mulvane  
City of Mulvane – English Park Pedestrian Bridge  
February 26, 2025  
Page 5

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

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

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

WG:sln

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

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

Printed Name: Alex Darby, PE

Title: VP | Municipal

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

ACCEPTED:

CITY OF MULVANE

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

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

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

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

## EXHIBIT A

- A. The City of Mulvane – English Park Pedestrian Bridge (Project) shall consist of new approximately 8'-0"x70'-0" pre-manufactured pedestrian bridge over Styx Creek in the Northwest corner of English Park.
- B. **Project Deliverables**
1. The Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas, where applicable:
    - a) Geotechnical Report.
    - b) Permit/100% Construction Document Foundation Plans.
- C. **Scope of Services**
1. General Scope Items for Design Services:
    - a) Conduct pre-design site visit to assess existing conditions.
    - b) Attend up to three design meetings with Client.
    - c) Provide bidding assistance including response to Contractor's questions and preparation of items for inclusion in Addenda.
    - d) Review shop drawings for systems and elements designed by PEC. Review period will be 10 business days after received by PEC office unless other terms are agreed to by PEC and Client.
    - e) Respond to RFIs generated by the contracting team. Response will be provided in 5 days after received by PEC office unless other terms are agreed to by PEC and Client.
    - f) Perform construction observation visits with written punch list as follows:
      - 1) Two (2) Structural.PEC shall be notified one week prior by the Client of an upcoming observation visit. Construction observation is to familiarize the engineer with the general construction completeness and general conformity with the construction documents.
  2. Structural engineering design including:
    - a) Produce design drawings and calculations (submitted if required) for the code mandated gravity, wind, seismic loads, and agreed to special loadings for new/existing building(s). Design and drawings are limited to Basic Services as defined by "National Practice Guidelines for the Structural Engineer of Record" by Coalition of American Structural Engineers, CASE (a coalition of the American Consulting Engineers Council), available upon request.
    - b) Produce dimensioned foundation plans and details for the pedestrian bridge foundations/abutment.
    - c) Identify delegated specialty structural engineering elements and loads to be designed by the specialty structural engineer for the material supplier (pre-fabricated/premanufactured pedestrian bridge).

**D. Additional Responsibilities of Client**

The Client agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Electronic files for base sheet development.
2. Progress prints and meeting minutes for coordination between disciplines.
3. Project design schedule and modifications to the design schedule made during project design.
4. Schedule of values from contractor.
5. Monthly construction schedule as provided by the contractor during the construction period.
6. Change order summary during the design and construction phase services.
7. Site survey.
8. Drawings, studies, reports, and other information available pertaining to the existing building and site.

**E. Additional Services**

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Production of record drawings, as-builts, or release of electronic files.
2. Design engineer construction site observations in excess of the number above will be performed on an hourly basis.
3. Design of "Additional Services or Extra Services" as defined by CASE unless specifically agreed to. Additional services typically consist of site structures, screen walls, shoring, preparation of shop drawings, and review of value engineering and substitutions.
4. Construction Document revisions, as necessary, to reduce the cost of construction after issue of Construction Documents. (Typically referred to "Value Engineering" or "VE") or due to cost over-runs outside the control of PEC.
5. Construction Document revisions, as necessary, to reduce delivery times of elements within the design due to supply chain disruptions outside the control of PEC.
6. Project is assumed to have only one bid item. Design services associated with multiple bid options are not included.
7. Alternate designs not specifically listed in the Scope of Services.
8. Construction administration and design services resulting from significant contractor errors are not included under this proposal and will be invoiced per our standard hourly rates.

**F. Exclusions**

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Printing costs.
2. Plan review and permit fees.
3. Environmental assessments/clearances.
4. Outside consultants.

5. Special inspection services. Special inspections are usually required by building codes, building officials, or designers for structural elements of the project but may include other design disciplines and testing agencies. Any special inspection services required will be covered under a separate or supplemental agreement and are not covered under standard observation services.

**G. PEC's Fees**

1. PEC will invoice Client one time per month for services rendered incurred in the previous month.
2. PEC's Fee for its Scope of Services will be a lump sum fee of \$23,000, plus Reimbursable Expenses.
3. Taxes are not included in PEC's Fees. Client shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

**Appendix A - Cost Proposal Sheet**

**COST PROPOSAL SHEET FOR PROJECT: City of Mulvane Structural Engineering Services**

In the table below, please provide an estimated cost for each of the general task categories. Engineers and/or Firms will be evaluated on whether the proposed cost is reasonable in relation to the strategy and methodology proposed. Please note that the City of Mulvane is seeking the Consultant’s expertise for the preparation of design plans for a prefabricated steel pedestrian bridge. If there are tasks that are not listed in the scope that are integral to a plan, please provide them in a second, alternative proposal, and explain why they are critical. The proposal should also include a detailed budget. Once a contract is executed, all invoices from that Consultant must include detailed line-item billing, including description of the task completed, amount the task cost, and which project member billed for the task. If the Consultant utilizes an hourly billing rate, the amount of hours per team member must be included. The final scope and fee will be negotiated with the successful respondent but is expected to be consistent with the fees submitted with this proposal.

Company Name:	Contact Person:	Contact # and Email:
Professional Engineering Consultants, P.A.	Wade Graham	316-206-1486 wade.graham@pec1.com

Authorized Signee: 

Print Name: Alex M. Darby, PE

Print Title: VP of Municipal Markets

	DESCRIPTION	COST RANGE
1.	Project Design and Bid Phase Services	\$19,000
2.	Construction Phase Services	\$4,000
	<b>TOTAL</b>	<b>\$23,000</b>



303 S Topeka | Wichita, KS 67202

316.262.6457 | 800.474.6457

[PEC1.COM](http://PEC1.COM)

## Debbie Parker

---

**From:** Christopher Young <cyoung@yngpa.com>  
**Sent:** Wednesday, February 26, 2025 4:22 PM  
**To:** Debbie Parker  
**Subject:** FW: City of Mulvane - English Park Pedestrian Bridge RFP

Here you go!



**CONFIDENTIALITY NOTICE** The information contained in this communication is confidential and intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this communication in error, please immediately notify the sender and please destroy the original message and all copies. Thank you.

**From:** Brad Shores <bshores@jeo.com>  
**Sent:** Wednesday, February 5, 2025 11:23 AM  
**To:** Christopher Young <cyoung@yngpa.com>  
**Cc:** Jacob Coy <jcoy@mulvane.us>; Young & Associates, PA <engineering@yngpa.com>  
**Subject:** RE: City of Mulvane - English Park Pedestrian Bridge RFP

Christopher, JEO is very interested in this project. It will be a beautiful addition to English Park (and I love to disc golf!). You've clearly done a lot of productive engineering on this and put together an excellent RFP. I think the concept and project will be a huge add for the City.

Our fee for all the work described in your RFP is \$15k. Additionally, included in that cost, is pile driving observation (assuming completed in one day). That's kind of a unique world and maybe you're qualified to do that inspection, but if not, we have multiple guys certified by KDOT for pile driving and we're offering that service as well. Our fee does NOT include geotechnical engineering. I have 3 trusted partners for that work, and I'm confident the fee would come under \$10,000 for Geotech.

We are not intending on submitting a formal Proposal. Unfortunately, we're a big enough firm where a formal RFQ brings in our marketing team and we would spend thousands of dollars on putting together a beautiful proposal, and for the size of this project, we simply can't justify that effort; it doesn't make economic sense.

If that disqualifies us from the project, I understand. We think it's great work and we do a LOT of these. Here's a short list of successfully recently completed similar projects with only two minutes of research:

- Norfolk, NE - Johnson Park
- 120' Prefabricated Steel Truss Bridge, Schuyler, NE
- 70' Prefabricated Steel Truss Bridge, Gretna, NE
- WP4 Dam
- 40' Prefabricated Steel Truss Bridge, Manning, IA
- 90' Prefabricated Steel Truss Bridge, Wahoo, NE
- 80' Prefabricated Steel Truss Bridge



- Among a handful of recent others...

I would be your Project Manager, point of contact, and seal the plans. We have a team of over a dozen structural engineers supporting me who do these exact kind of ped bridge projects all the time.

I would love to discuss by phone if you would like. Apologies that we can't justify a formal (pdf) response.

Thanks,

## Brad Shores

m: 316.213.6091

JEO Consulting Group

**From:** Christopher Young <[cyoung@yngpa.com](mailto:cyoung@yngpa.com)>

**Sent:** Monday, February 3, 2025 11:17 AM

**To:** Brad Shores <[bshores@jeo.com](mailto:bshores@jeo.com)>

**Cc:** Jacob Coy <[jcoy@mulvane.us](mailto:jcoy@mulvane.us)>; Young & Associates, PA <[engineering@yngpa.com](mailto:engineering@yngpa.com)>

**Subject:** City of Mulvane - English Park Pedestrian Bridge RFP

Good Morning Brad,

On behalf of the City of Mulvane we have attached for your consideration a "Request for Proposals (RFP)" for Structural Engineering services for a new pedestrian bridge in English Park.

The City is requesting to receive proposals on February 26<sup>th</sup>, begin design by March 17<sup>th</sup> and complete bid plans & spec's by May 19<sup>th</sup>. Please feel free to contact our office if you would like to receive a hard copy of the attached or have any questions concerning the RFP.

Best regards,

Christopher R. Young, PE  
Principal / Mulvane City Engineer

PS: Thank you for your email concerning the RCB replacement, that project was placed on hold due to budgeting. We'll let you know if anything changes.



100 S. Georgie, Derby, KS (316)788-2552 (316)788-4408  
[www.yngpa.com](http://www.yngpa.com) [Engineering@yngpa.com](mailto:Engineering@yngpa.com)

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**CITY COUNCIL MEETING  
MULVANE, KANSAS  
March 3, 2025**

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

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

Project Name/Description	Project Status
<p><b>Phase 3 Main A Sanitary Sewer Improvements</b> <i>(Bond Issue funding)</i></p>	<p><u>Completed to Date:</u> (no change) A construction agreement with Apex Excavating has been approved and Notice to Proceed issued for 1/17/25. Shop drawings have been prepared and reviewed.  <u>Remaining Work:</u> Traffic control plans have been submitted and are under review (including Phase 2 repairs in First St. and Bridge St.). Initiate pipe installations.  <u>Contract Status:</u> Apex Excavating’s current contract amount is \$1,187,155.00.</p>
<p><b>Phase 1 Harvest Point Addition Infrastructure</b> <i>(Municipal Bonds)</i></p>	<p><u>Completed to Date:</u> Grading and Utility improvements have been completed by McCullough Excavation. See attached change order requesting additional contract time due to weather conditions. Kansas Paving planned to begin street construction on 2/17/25 but was delayed due to weather conditions. Paving equipment has been mobilized and work is anticipated to begin the week of 2/24/25.  <u>Remaining Work:</u> McCullough is working on punch-list items including seeding and erosion control. Initiate street construction.  <u>Contract Status:</u> (no change) McCullough Excavation’s current contract amount is \$1,672,980.25. Pay Application No. 6 was submitted on 1/8/25 in the amount \$374,091.62 and represents approx. 100% of the total contract amount (less 10% held in retainage). Kansas Paving’s current contract amount is \$515,468.00.</p>
<p><b>Emerald Valley Estates 2<sup>nd</sup> Addition Infrastructure</b> <i>(Municipal Bonds)</i></p>	<p><u>Completed to Date:</u> The Grading and Utility Contractor is finishing up the Mass Grading and Detention Pond work and has installed SS Line 1 from Sapphire to Jade Ct. Final street plans have been completed and submitted to Public Works for review.  <u>Remaining Work:</u> Complete sanitary sewer installations. Initiate and construct water and storm sewer improvements, including the installation of BMP’s.  <u>Contract Status:</u> (no change) McCullough Excavation’s current contract amount is \$1,174,970.00. Pay Application No. 2 was submitted on 1/31/25 in the amount \$195,815.12 and represents approx. 24.5% of the total contract amount (less 10% held in retainage). Apporx. 30% of the work has been completed.</p>
<p><b>English Park Pedestrian Bridge</b> <i>(Special Sales Tax)</i></p>	<p><u>Completed to Date:</u> A RFP for structural and geotechnical engineering services was sent out to local structural engineers for bridge abutment design and pedestrian bridge spec’s. Refer to attached memorandum dated 3/3/25.  <u>Remaining Work:</u> Contract structural and geotechnical engineering services and assemble prefabricated pedestrian bridge bid documents.  <u>Contract Status:</u> TBD.</p>

City of Mulvane Utility Bills

Due: 3/05/24

			Electric Production	Electric Distribution	Water	Sewer Plant	Sewer System	Admin	Police	Street	Sports Complex	Park	Special Parks	Fire	Ambul 1	Ambul 2	Pool		
ES Building - 910 E. Main	01-3665-02	\$	662.25											\$ 331.13	\$ 331.13			\$ 662.25	
Splash Park- 105 W. Main	04-0720-00	\$	449.42										\$ 449.42					\$ 449.42	
Band Shell - 117 E. Main	04-8770-01	\$	32.23									\$ 32.23						\$ 32.23	
Main St. Park - 117 E. Main	04-8780-01	\$	1.25									\$ 1.25						\$ 1.25	
Pix Center - 101 E Main	04-8800-02	\$	156.53									\$ 156.53						\$ 156.53	
Public Works Building - 410 W. Bridge	05-0001-02	\$	3,144.58	\$ 393.07	\$ 393.07	\$ 786.15				\$ 1,572.29								\$ 3,144.58	
Public Works Building #2 - 410 W Bridge	05-0002-00	\$	1,077.48							\$ 1,077.48								\$ 1,077.48	
Water Pump #3 - 211 N. Second	05-0005-02	\$	1.25		\$ 1.25													\$ 1.25	
Maintenance Shop - 124 Boxelder	05-0015-02	\$	437.32	\$ 43.73	\$ 43.73	\$ 43.73	\$ 43.73	\$ 43.73										\$ 437.32	
Utility Shop - 120 Boxelder	05-0025-02	\$	1,575.30	\$ 262.55	\$ 262.55	\$ 525.10	\$ 262.55	\$ 262.55		\$ 218.66								\$ 1,575.30	
Lift Station - 0 Industrial Dr.	05-0070-02	\$	9.09				\$ 9.09											\$ 9.09	
Sewage Disposal Plant - 1441 N. Pope Dr.	05-0098-01	\$	4,975.80			\$ 4,975.80												\$ 4,975.80	
2011 Sewage Disposal Plant - 1441 N. Pope Dr.	05-0099-01	\$	5,510.04			\$ 5,510.04												\$ 5,510.04	
Sewer Chemical Injection - 1441 N. Pope Dr.	05-0101-01	\$	133.90				\$ 133.90											\$ 133.90	
Sewage Disposal Head Works - 1441 N. Pope Dr.	05-0102-01	\$	1,738.87			\$ 1,738.87												\$ 1,738.87	
Sewer Vehicle Storage - 1441 N. Pope Dr.	05-0103-01	\$	681.92			\$ 681.92												\$ 681.92	
Water Treatment Plant - 100 N. Oliver	05-0150-01	\$	1,236.42		\$ 1,236.42													\$ 1,236.42	
Lift Station -1900 N Rock Road - B	05-0605-01	\$	13.79				\$ 13.79											\$ 13.79	
Water Tower - 1420 N. Rock Road	05-0770-01	\$	17.66		\$ 17.66													\$ 17.66	
E.S. & Police - 1420 N. Rock Road	05-0772-01	\$	5.86					\$ 2.93						\$ 1.47	\$ 1.47			\$ 5.86	
North Sub Station - 8100 E. 111th St. So.	05-0800-03	\$	1.25	\$ 1.25														\$ 1.25	
Sports Complex Concession - 955 E. 111th St. So.	05-0900-01	\$	671.15								\$ 671.15							\$ 671.15	
Sports Complex - 955 E. 111th St. So.	05-0910-01	\$	5.30								\$ 5.30							\$ 5.30	
Swimming Pool - 990 E. 111th St. So.	05-0915-01	\$	180.81														\$ 180.81	\$ 180.81	
Water Reservoir - 9903 E. 111th St. So.	05-0950-01	\$	937.82		\$ 937.82													\$ 937.82	
Dog Shelter - 9903 E. 111th St. So.	05-0960-01	\$	41.79					\$ 41.79										\$ 41.79	
City Building - 211 N. Second	06-9955-01	\$	909.81				\$ 909.81											\$ 909.81	
City Building - 211 1/2 N. Second	06-9960-01	\$	44.52				\$ 44.52											\$ 44.52	
Parks Department - 507 N. First	12-7500-02	\$	29.23									\$ 29.23						\$ 29.23	
Parks Department - 507 N. First	12-7550-02	\$	72.17									\$ 72.17						\$ 72.17	
Parks Department - 507 N. First	12-7600-01	\$	67.48									\$ 67.48						\$ 67.48	
SW Lift - 0 Rockwood/Circle Dr.	15-7950-01	\$	134.54				\$ 134.54											\$ 134.54	
Lift Station - 0 Trail Dr.	16-7975-01	\$	26.61				\$ 26.61											\$ 26.61	
Ambulance #2 - 911 Kansas Star Dr.	25-4040-01	\$	43.19													\$ 43.19		\$ 43.19	
Police Department-420 E Main	01-1680-04	\$	29.23						\$ 29.23									\$ 29.23	
Police Department-410 E Main	01-1690-07	\$	586.41					\$ 586.41										\$ 586.41	
		\$	<b>25,642.27</b>	\$ <b>700.60</b>	\$ <b>699.35</b>	\$ <b>3,548.13</b>	\$ <b>13,212.91</b>	\$ <b>624.21</b>	\$ <b>954.33</b>	\$ <b>660.36</b>	\$ <b>2,868.43</b>	\$ <b>676.45</b>	\$ <b>358.89</b>	\$ <b>449.42</b>	\$ <b>332.59</b>	\$ <b>332.59</b>	\$ <b>43.19</b>	\$ <b>180.81</b>	\$ <b>25,642.27</b>

101-01-511	\$	954.33
101-02-511	\$	3,903.77
101-03-511	\$	332.59
101-04-511	\$	660.36
101-18-511	\$	375.78
219-00-617	\$	449.42
220-00-511	\$	180.81
511-09-511	\$	700.60
511-10-511	\$	699.35
512-13-511	\$	3,548.13
513-11-511	\$	13,212.91
513-12-511	\$	624.21
	\$	<b>25,642.27</b>

February 26, 2025

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. 7 from McCullough Excavation, Inc. for the above referenced project. The Contractor was issued a certificate of substantial completion dated 2/4/25 including a final punch-list.

Based on observations made on 2/25/25 it appeared all work was completed with the exception of punch-list items to be completed before final payment. Final payment would total the retainage amount of \$167,298.03. Accordingly, we would concur with the amount of \$29,627.46 as requested. Payment Application No. 7 represents 100.0% of the total contract amount less retainage.

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.** 7

<b>Application Period:</b>	January 1, 2025 thru January 31, 2025	<b>Application Date:</b>	January 31, 2025
<b>To (Owner):</b>	<b>From (Contractor):</b>	<b>Via (Engineer):</b>	
City of Mulvane, KS	McCullough Excavation, Inc.	Young and Associates	
<b>Project:</b>	<b>Contract:</b>		
Harvest Point Phase I			
<b>Owner's Contract No.:</b>	<b>Contractor's Project No.:</b>	<b>Engineer's Project No.:</b>	
	24104		

**Application For Payment  
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions		
				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).....	\$ 1,672,980.25
				5. RETAINAGE:	
				a. 10% X \$1,672,980.25 Work Completed.....	\$ 167,298.03
				b. 10% X \$0.00 Stored Material.....	\$ 0.00
				c. Total Retainage (Line 5.a + Line 5.b).....	\$ 167,298.03
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 1,505,682.23
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 1,476,054.77
				8. AMOUNT DUE THIS APPLICATION.....	\$ 29,627.46
				9. BALANCE TO FINISH, PLUS RETAINAGE	
				(Column G total on Progress Estimates + Line 5.c above).....	\$ 167,298.03
<b>TOTALS</b>		\$0.00	\$0.00		
<b>NET CHANGE BY CHANGE ORDERS</b>		\$0.00			

**Contractor's Certification**

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

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

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

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

---

**Contractor Signature**

By: Rp McCullough, Vice Pres. Date: 2/3/2025

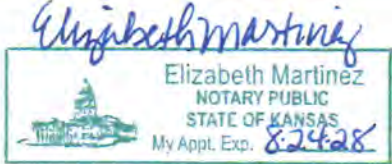
Payment of: \$ 29,627.46  
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] 2/26/25  
(Engineer) (Date)

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

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

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



Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Harvest Point Phase I							Application Number: 7						
Application Period: January 1, 2025 thru January 31, 2025							Application Date: January 31, 2025						
A	B	C	D	E	F	G	H	I	J	K	L	M	
Bid Item No.	Item Description	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)
		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	1	\$497,925.00	\$497,925.00	\$0.00	\$0.00	\$497,925.00	100.0%	\$0.00
2	21" x 14" RCPHE Storm Sewer, complete in place per linear foot	160	LF	\$75.00	\$12,000.00	160	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.0%	\$0.00
3	30" x 19" RCPHE Storm Sewer, Complete in place per linear foot	70	LF	\$85.00	\$5,950.00	70	\$5,950.00	\$5,950.00	\$0.00	\$0.00	\$5,950.00	100.0%	\$0.00
4	34" x 22" RCPHE Storm Sewer, complete in place per linear foot	37	LF	\$95.00	\$3,515.00	37	\$3,515.00	\$3,515.00	\$0.00	\$0.00	\$3,515.00	100.0%	\$0.00
5	21"x14" RCPHE End Sections, complete in place per each	4	EA	\$1,900.00	\$7,600.00	4	\$7,600.00	\$7,600.00	\$0.00	\$0.00	\$7,600.00	100.0%	\$0.00
6	30" x 19" RCPHE End Sections, complete in place per each.	2	EA	\$2,000.00	\$4,000.00	2	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.0%	\$0.00
7	34" x 22" RCPHE End Sections, complete in place per each	2	EA	\$2,500.00	\$5,000.00	2	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.0%	\$0.00
8	Light-Type Stone Rip-Rap on Geotextile Liner, complete in place	281	SY	\$100.00	\$28,100.00	281	\$28,100.00	\$8,100.00	\$20,000.00	\$0.00	\$28,100.00	100.0%	\$0.00
9	Turf Mat Reinforcement, complete in place per square yard	1901	SY	\$7.25	\$13,782.25	1901	\$13,782.25	\$13,782.25	\$0.00	\$0.00	\$13,782.25	100.0%	\$0.00
10	Soil Retention Blanket, complete in place per square yard	2671	SY	\$3.00	\$8,013.00	2671	\$8,013.00	\$8,013.00	\$0.00	\$0.00	\$8,013.00	100.0%	\$0.00
11	Seeding and Erosion Control, complete in place per per lump sum	1	LS	\$49,522.00	\$49,522.00	1	\$49,522.00	\$39,617.60	\$9,904.40	\$0.00	\$49,522.00	100.0%	\$0.00
12	Site Clearing and Restoration	1	LS	\$30,150.00	\$30,150.00	1	\$30,150.00	\$27,135.00	\$3,015.00	\$0.00	\$30,150.00	100.0%	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Totals</b>				\$665,557.25		\$665,557.25		\$32,919.40	\$0.00	\$665,557.25	100.0%	\$0.00







Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Harvest Point Phase I								Application Number: 7					
Application Period: January 1, 2025 thru January 31, 2025								Application Date: January 31, 2025					
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	3157	\$205,205.00	\$205,205.00	\$0.00		\$205,205.00	100.0%	\$0.00
2	8" DI CL SJ Water Line Pipe	16	LF	\$70.00	\$1,120.00	16	\$1,120.00	\$1,120.00	\$0.00		\$1,120.00	100.0%	\$0.00
3	12" DI CL SJ Water Line Pipe	2	LF	\$550.00	\$1,100.00	2	\$1,100.00	\$1,100.00	\$0.00		\$1,100.00	100.0%	\$0.00
4	8" Restrained Joint Water Line	60	LF	\$70.00	\$4,200.00	60	\$4,200.00	\$4,200.00	\$0.00		\$4,200.00	100.0%	\$0.00
5	Fire Hydrant Assembly	6	EA	\$5,300.00	\$31,800.00	6	\$31,800.00	\$31,800.00	\$0.00		\$31,800.00	100.0%	\$0.00
6	8" Valve Assembly	7	EA	\$2,300.00	\$16,100.00	7	\$16,100.00	\$16,100.00	\$0.00		\$16,100.00	100.0%	\$0.00
7	8" Anchor Valve Assembly	3	EA	\$2,500.00	\$7,500.00	3	\$7,500.00	\$7,500.00	\$0.00		\$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	\$7,500.00	\$0.00		\$7,500.00	100.0%	\$0.00
9	Flushed and Vibrated Sand Backfill	190	LF	\$5.00	\$950.00	190	\$950.00	\$950.00	\$0.00		\$950.00	100.0%	\$0.00
10	Relocate Existing 2" Rural Water Line	850	LF	\$0.12	\$102.00	850	\$102.00	\$102.00	\$0.00		\$102.00	100.0%	\$0.00
11	Seeding and Erosion Control	1	LS	\$2,679.00	\$2,679.00	1	\$2,679.00	\$2,679.00	\$0.00		\$2,679.00	100.0%	\$0.00
12	Site Cleaning and Restoration	1	LS	\$2,700.00	\$2,700.00	1	\$2,700.00	\$2,700.00	\$0.00		\$2,700.00	100.0%	\$0.00
<b>Totals</b>					<b>\$280,956.00</b>		<b>\$280,956.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$280,956.00</b>	<b>100.0%</b>	<b>\$0.00</b>

INVOICE NO PSO398018-2	INVOICE DATE 02-21-2025
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PAYMENT TERMS  
DUE ON RECEIPT

The G.W. VAN KEPPEL CO.  
3914 W IRVING  
WICHITA KS 67213  
316-945-6556

**PARTS INVOICE**  
REPRINT

CUSTOMER NO BP0005374	PAGE NO 1
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CUSTOMER PO  
**CORIE**

**INVOICE TO:**

CITY OF MULVANE, KANSAS  
211 NORTH 2ND  
MULVANE KS 67110

**SHIP TO:**

CITY OF MULVANE, KANSAS  
410 WEST BRIDGE  
MULVANE KS 67110

**Check Number :**

SALESMAN RUNBERG, LINDSAY  
SHIP VIA UPS - GROUND

ORDER NO PSO398018 DELIVERY TERMS :  
CONTACT NAME: CORY 316/214/4990

POS.	SHIP	B/O	PART NUMBER/ Lot/Serial No	DESCRIPTION	WRH	PRICE	CORE	TOTAL
6	3	0	20450801	SCREW	10600	9.12	0.00	27.36
7	2	0	21941875	PRESSURE PIPE	10600	80.99	0.00	161.98
10	1	0	23164449	RAIL	10600	1,773.73	0.00	1,773.73
11	1	0	23185084	GASKET	10600	369.76	0.00	369.76
13	4	0	20793558	SCREW	10600	6.83	0.00	27.32
14	1	0	21147446	HIGH-PRESSURE PUMP	10600	408.28	0.00	408.28
15	2	0	21558299	TAPPET	10600	328.63	0.00	657.26
19	1	0	24137351	FUEL PIPE	10600	173.05	0.00	173.05
22	1	0	24046345	FUEL PUMP	10600	462.69	0.00	462.69
31	6	0	21773130	INJECTOR	10600	1,349.61	0.00	8,097.66
32	6	0	21773143	PAD	10600	95.81	0.00	574.86
33	1	0	21022795	SEALING RING	10600	22.35	0.00	22.35
34	2	0	21773090	PRESSURE PIPE	10600	68.97	0.00	137.94
35	6	0	21773134	PIPE ADAPTER	10600	169.17	0.00	1,015.02

INVOICE NO PSO398018-2	INVOICE DATE 02-21-2025
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The G.W. VAN KEPPEL CO.  
3914 W IRVING  
WICHITA KS 67213  
316-945-6556

CUSTOMER NO BP0005374	PAGE NO 2
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PAYMENT TERMS  
DUE ON RECEIPT

**PARTS INVOICE**  
REPRINT

CUSTOMER PO  
**CORIE**

POS.	SHIP	B/O	PART NUMBER/ Lot/Serial No	DESCRIPTION	WRH	PRICE	CORE	TOTAL
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**SALES TAX DETAILS**

AUIO - KANSAS : 904.11  
AVKJ - SUMNER CO-KANSAS : 139.09

PARTS	13,909.26
MISC CHARGES	0.00
SUBTOTAL	13,909.26
SALES TAX	1,043.20
<b>INVOICE TOTAL (USD)</b>	<b>14,952.46</b>
<b>CREDITS APPLIED (USD)</b>	<b>0.00</b>
<b>BALANCE AMOUNT (USD)</b>	<b>14,952.46</b>

ACCEPTANCE: \_\_\_\_\_