

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Monday April 7, 2025

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| Call Regular Meeting to Order | |
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| Pledge of Allegiance | |
| Approval of Regular Meeting Minutes dated March 17, 2025 | 2-4 |
| Correspondence | |
| Public Comments (State Name and Address – 5 minutes) | |
| Appointments, Awards and Citations | |
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| NEW BUSINESS: | |
| 1. Request for Transient Guest Tax Funds– Mulvane Old Settler’s Rodeo – Jackie McColpin | 12-15 |
| 2. Annexation Petition and Ordinance - 1337 E. 146 th Ave. N – Joel Pile | 16-22 |
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| 1. Agreement with PEC for English Park Pedestrian Bridge | 23-70 |
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| Review Bids | |
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| 1. Statement of Substantial Interest | 77-81 |
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| City Attorney | |
| CONSENT AGENDA: | |
| 1. Payroll dated 3/28/25 - \$261,388.17 | |
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| ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS: | |
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| ADJOURNMENT: | |

**MULVANE CITY COUNCIL
REGULAR MEETING MINUTES**

March 17, 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: Grant Leach, Todd Leeds, Kurtis Westfall.

OTHERS PRESENT: Austin St. John, Debbie Parker, J. T. Klaus, Chris Young, Joel Pile, Mike Robinson, Gordon Fell.

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

APPROVAL OF REGULAR MEETING MINUTES:

MOTION by Leach, second by Westfall to approve the Regular meeting minutes dated March 3, 2025.

MOTION approved unanimously.

CORRESPONDENCE: None

PUBLIC COMMENTS: None

APPOINTMENTS, AWARDS AND CITATIONS: None

OLD BUSINESS

None

NEW BUSINESS

1. Developer's Agreement for Leprechaun Development:

Planning and Zoning Director, Joel Pile, reviewed this item with the council. On 6/17/24 the City Council accepted the Developer's Agreement for Emerald Valley Estates 2nd Addition with Suburban Land Development, LLC. On 11/4/24 the City Council approved an amended Developer's Agreement after receiving two (2) amended petitions for Water Line and Sewer Improvements to serve Emerald Valley Estates 2nd Addition.

Suburban Land Development recently sold the Addition to Tom Kemp (Leprechaun Development). The new Developer has submitted a Replacement Developer's Agreement. The Replacement agreement includes Mass Grading and Detention Pond Improvements, Street Improvements, Storm Sewer Improvements, Sanitary Sewer Improvements, Water Line Improvements, and 12" Water Transmission Line Improvements. A new Letter of Credit from Leprechaun Development has been received by the City.

MOTION by Leach, second by Westfall to approve the Developer's Agreement for Emerald Valley 2nd Addition with Leprechaun Development, LLC and authorize the Mayor to sign.

MOTION approved unanimously.

ENGINEER

1. Water Distribution System Study:

The City's Utility Department operates and maintains a water distribution system. The water supply is provided by purchased water from the City of Augusta and City owned groundwater wells. Treated water is pumped into the distribution system from the underground water storage facility and the City's Reverse Osmosis Water Treatment Plant.

Over the past 5 years, the City has seen significant growth to the Northeast. Increasing ground elevations north of 103rd St. South will result in lower available water pressure for future development in that area. The purpose of this study will be to examine future land development areas, predict water system pressures, and develop recommendations for improving and expanding the City's water distribution network.

A hydraulic model of the City's current water distribution network can be used to evaluate existing and future water system pressure. This can be used to obtain favorable ISO (Insurance Service Office) ratings in addition to identifying problems in the distribution system. EPNET is a public domain Windows based software program used to build pipe network models. EPNET provides hydraulic simulation of the distribution system network consisting of pipelines, junction nodes, pumps, valves, storage tanks and reservoirs. It can also be used to track water system pressures throughout the network including water tower levels.

An engineering services agreement has been prepared outlining the scope of work, with a not-to-exceed amount of \$29,255.00.

MOTION by Leach, second by Leeds to enter into an agreement with Young & Associates, P.A., for engineering services for a Water Distribution System Study as presented.

MOTION approved unanimously.

2. Kansas Paving Change Order No. 1 for Harvest Point Addition:

Due to snow and extremely cold temperatures, Kansas Paving is requesting an additional thirty-five (35) calendar days to complete Street Improvements in the Harvest Point Addition. With this Change Order the revised substantial completion date would be April 4, 2025.

MOTION by Leach, second by Leeds to approve Change Order No. 1 with Kansas Paving for an additional 35-calendar days for Street Improvements to serve Phase 1 Harvest Point Addition and authorize the City Administrator to sign.

MOTION approved unanimously.

3. Project Review and Update:

Main "A" Sanitary Sewer Improvements Phase 3 – Traffic control plans have been approved, and work is scheduled to begin soon.

Phase 1 Harvest Point – McCullough Excavation is working on punch-list items for Mass Grading and Utility Improvements. Kansas Paving has initiated street grading work.

Emerald Valley Estates 2nd Addition – McCullough Excavation is finishing Mass Grading and Detention Pond work. Sanitary sewer installations are complete and ready for testing. Preparing bid documents for Street Improvements.

English Park Pedestrian Bridge – Staff is waiting on an agreement with PEC for structural and geotechnical engineering services.

CITY STAFF

City Clerk: City Clerk, Debra Parker, reviewed the 2025 Election Information with the council. There will be three (3) seats open. The filing deadline will be June 2nd at 12:00 noon. Anyone who wishes to file for City Council will need to do so at the Sedgwick Co. Election office before the deadline.

City Administrator: City Administrator, Austin St. John, provided the February Financial Report for council review.

City Attorney: City Attorney, J.T. Klaus, advised the council that there have been some changes regarding the KDHE Illegal Dumping Program. The council had previously agreed to participate in the program to clean up tires on the property located at 1481 N. Dollar Rd. Klaus has been working on the agreement with KDHE. Due to recent changes, a paragraph was added to the agreement that states if Federal funds are not released to KDHE for this project, then the City will be responsible for paying for the clean-up. This item will be on the next agenda and the City Council can decide if they wish to accept the new terms of the agreement.

CONSENT AGENDA ITEMS:

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

1. Payroll Dated 3/14/25 - \$250,594.43
2. Warrant Register for February - \$1,481,725.72
3. CMB License for Mulvane Patriots
4. Emulsion Tank from H.D. Industries, Inc. - \$14,206.31
5. Pay Appl. #3 -McCullough Excavation – Emerald Valley 2nd - \$231,898.32

MOTION approved unanimously.

ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:

No Council Workshop for March

Next City Council Meeting – Monday, April 7, 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 6:26 p.m.

Minutes by:

Debra M. Parker, City Clerk

Minutes approved by the City Council _____.

CITY COUNCIL MEETING

April 7, 2025

TO: Mayor and City Council
FROM: J.T. Klaus, City Attorney
SUBJECT: Contract with KDHE to cleanup 1481 N. Dollar Rd.
ACTION: Consider KDHE Contract

Background:

The governing body previously voted at a meeting in November 2024, to cooperate with the Kansas Department of Health and Environment (“KDHE”) in cleaning up 1481 N. Dollar Rd., Mulvane, Kansas (the “Project”), which has been determined to be an illegal solid waste dumping area. Toby Kuhn of KDHE presented the possibility for clean-up of the property under K.S.A. 65-3415a which establishes the Solid Waste Management Fund and authorizes the Secretary of KDHE to use moneys from the Fund to pay for seventy-five percent (75%) up to a maximum of ten thousand dollars (\$10,000) of the costs of removal and disposal or stabilization of solid waste from the site of illegal dumping activity, if the city or county of jurisdiction consents. Mr. Kuhn advised that the County refused to cooperate, so the City consented to the clean-up even though it was located outside the City Limits.

Based on that presentation, in February 2025, the City adopted Resolution No. 2025-2 (the “Resolution”) authorizing staff to proceed with all the necessary paperwork and documents required to initiate the clean-up. Thereafter, Joel Pile provided (1) executed and approved Resolution, (2) an executed Consent to Clean-Up, and (3) an executed Sexual Harassment Policy. Finally, Mr. Pile provided the City Attorney with a proposed CONTRACT ILD-25-009 to commence the Project. The City Attorney made necessary changes to this “Form” agreement from KDHE to reflect the property was not actually in the City limits and to correct the legal name of the City for Mr. Pile’s signature.

KDHE initially rejected the City Attorney’s changes indicating that the Form must be signed “As is” or the City Attorney must explain the necessity for KDHE to change its “form”. After conversations between the City Attorney and Danny Volin with the Kansas Attorney General’s office, KDHE’s form was ultimately corrected by Mr. Volin to reflect all the City Attorney’s changes. However, before the corrected contract could be executed, Mr. Volin of the AG’s office advised that an additional NEW provision must be added in light of the recent U.S. Presidential Executive Order freezing and disrupting the flow of funds from the federal government to the State of Kansas. The new provision reads that Mulvane must:

*Acknowledge and understand KDHE’s share of the contract total, actual, and eligible costs will be funded in whole or in part through federal aid and/or state general funding. **KDHE does not assume any liability in connection with the contract.** City of Mulvane shall reimburse KDHE for any funds approved for this contract and expended by KDHE for which KDHE is not reimbursed by the Federal Government or the State of Kansas.*

The City Attorney believes this language has the potential to change the City’s potential liability from that which was presented to the Governing Body in November, in that, if KDHE does not

actually receive the federal funds to be allocated for this Project, the City's estimated \$512.77 (or 25% of the total estimated Project Costs), could instead become a liability to pay for the entire clean up of Property located outside the City Limits.

Financial Considerations:

To proceed with the agreement with KDHE the Governing Body must acknowledge the possibility of having to pay for the entire Project (not just 25%).

Legal Considerations:

The "Form" of CONTRACT ILD-25-009 is attached.

Possible Motions:

I move we approve CONTRACT ILD-25-009 which authorizes the Kansas Department of Health and Environment to commence cleaning up 1481 N. Dollar Rd; or

I move we abandon CONTRACT ILD-25-009 and explain that the City is not willing to accept potential responsibility for the entire cost of clean-up if federal or state funds are not allocated, since the subject property is located entirely outside the City Limits.

CONTRACT ILD-25-009

Between

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

And

City of Mulvane, Kansas

Regarding the Shriver Property

SUBJECT: Corrective action at Illegal Dump Site ILD-25-009

DIVISION: Bureau of Waste Management

CONTRACT

PERIOD: Upon signature of the Secretary through June 30, 2025

AMOUNT: Estimated \$3,000 not to exceed \$10,000.00

This agreement between the Kansas Department of Health and Environment (“KDHE”) and the City of Mulvane, Kansas (“City of Mulvane”) takes effect upon signature of the Secretary of the Kansas Department of Health and Environment (“Secretary”).

The relevant property with an address as follows, PARADISE VALLEY EST, S03, T30, R01E, Lot 47, commonly known as 1481 N. Dollar RD, Mulvane, Sumner County, Kansas (“Site”), is the location of illegal dumping of solid waste and is subject to K.S.A. 65-3415(a). The City of Mulvane has agreed to administer the removal and disposal or on-site stabilization of solid waste which has been illegally dumped.

K.S.A. 65-3415a establishes the Solid Waste Management Fund and authorizes the Secretary of KDHE to use moneys from the Fund to pay for seventy-five percent (75%) up to a maximum of ten thousand dollars (\$10,000) of the costs of removal and disposal or stabilization of solid waste from the site of illegal dumping activity, if the city or county of jurisdiction consents.

K.S.A. 65-3415a(d) requires that the person(s) responsible for the illegal solid waste dumping activity at the subject site, whose failure to comply with the solid waste act, rules and regulations or permit conditions resulted in the determination that expenditures from the solid waste fund are necessary, are responsible for repayment of those funds. The Secretary shall, in their sole discretion, take the appropriate action to recover those funds.

The Secretary has determined that the Site is an illegal solid waste dumping site which requires authorized corrective action, and also that the person(s) responsible for the illegal dumping activity is/are either unknown, unable or unwilling to perform the necessary corrective action.

The City of Mulvane wishes to enter into an agreement to perform corrective action at the Site.

The Secretary has determined that it is most cost effective for the City of Mulvane to perform or contract for performance of the tasks necessary to take correction action at the Site.

In consideration of the foregoing and the representations and obligations undertaken herein and intending to be legally bound, the parties hereto agree as follows:

I. KDHE shall:

(1) Provide reimbursement to the City of Mulvane for 75% of their actual cost of corrective action not to exceed \$10,000.

(2) Agree that the City of Mulvane may utilize the labor cost of its employees and cost of use of appropriate equipment in the calculation of its total cost of corrective action, subject to review and approval by KDHE.

(3) Advance 25% of \$10,000.00 or \$2,500.00 of the estimated contract amount upon execution of the contract if requested.

(4) Reimburse the remainder of the actual cost contract amount upon completion of the project as verified by receipt of Certified Expenditure Affidavits supported by evidence of expenditure, if KDHE approves the evidence of expenditure as appropriate. No reimbursements will be processed until the advanced contract amount is expended.

(5) Review all requests and contracts submitted by the City of Mulvane for approval by KDHE within thirty days of receipt by KDHE.

(6) Provide technical assistance to the City of Mulvane for project execution and administration.

II. The City of Mulvane shall:

(1) Incur 25% of the total cost of the clean up, either through the direct payment of expenses or supplying a minimum of in-kind contributions through labor, equipment or landfill space.

- (2) Submit a work plan to KDHE for approval prior to initial distribution of funds.
- (3) Submit Certified Expenditure Affidavits and a final affidavit supported by evidence of expenditures upon completion of the project and a final affidavit. The final affidavit shall be received by KDHE no later than 30 days after completion of the project. Complete, accurate documentation and current accounting of all funds received and expended shall be maintained to provide an audit trail to source documentation.
- (4) Agree that no capital equipment will be purchased with the funds provided by KDHE. No matching funds will be reimbursed to the City of Mulvane for the purchase of any capital equipment.
- (5) Submit all contracts over \$500 for approval by KDHE. KDHE recommends that the City of Mulvane use competitive bid procedures for purchases over \$500, however, The City of Mulvane may follow the same policies and procedures utilized for procurements obtained in the normal course of business.
- (6) Afford access, upon written request, to the Secretary or the Secretary's authorized representative, or Kansas Legislative Post Audit to any documents and other records necessary to certify compliance with Kansas statutes, regulations, and appropriation requirements.
- (7) Complete the project as specified in the approved work plan.
- (8) Submit a final report to KDHE detailing the work accomplished in implementing the work plan.
- (9) Obtain all necessary site access agreements if not already obtained. Documentation of any such agreements shall be submitted to KDHE with the final report or upon request of KDHE.
- (10) Provide additional funds or resources, over the contract amount, as necessary, for completion of the project. The City of Mulvane agrees not to seek any reimbursement from the property owner or other parties for any expenses not covered under this agreement. Any reimbursement sought under this agreement will be the sole responsibility of KDHE.
- (11) Acknowledge and understand KDHE's share of the contract total, actual, and eligible costs will be funded in whole or in part through federal aid and/or state general funding. KDHE does not assume any liability in connection with the contract. City of Mulvane shall reimburse KDHE for any funds approved for this contract and expended by KDHE for which KDHE is not reimbursed by the Federal Government or the State of Kansas.

(12) Submit to KDHE a copy of the resolution adopting this agreement. Upon submission, the resolution shall be incorporated into this agreement as Exhibit A.

(13) Ensure it complies with all applicable requirements of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Section 13 of the Federal Water Pollution Control Act Amendments of 1972. If the City of Mulvane subcontracts, assigns, or transfers any of the work contemplated by this agreement to another party, the City of Mulvane is responsible for ensuring such subcontractor, assignee, or transferee also complies with these federal non-discrimination laws.

III. The parties mutually agree that:

(1) Failure to submit an acceptable work plan shall render this contract void.

(2) The provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto and executed by the parties to the agreement, are hereby incorporated into this contract and are made a part hereof.

(3) This agreement constitutes the whole agreement between the parties, and it is mutually understood and agreed that no alternative or variation to the terms of this agreement shall be valid unless amendments hereto are made in writing and agreed to by both parties.

(4) This contract shall terminate upon the City of Mulvane receipt of written notice from KDHE that the City of Mulvane has demonstrated that the items set forth in the work plan were satisfactorily completed.

(5) Nothing in this agreement shall be considered an admission of any fact or an acknowledgment of any liability; and, nothing herein shall be binding or have any effect on the position of the parties on any other agreements which may be negotiated between them.

(6) KDHE and the City of Mulvane will not be liable for any acts or omissions of their respective employees, agents, assigns, contractors, or persons acting on behalf of KDHE or the City of Mulvane in carrying out any activities pursuant to the terms of this agreement, beyond that liability granted by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*

(7) Failure to obtain necessary site access agreements, per paragraph II. (9), and/or to submit documentation of access agreements to KDHE upon KDHE's request, shall result in KDHE denying reimbursement of outstanding funds to the City of Mulvane.

(8) KDHE shall not be responsible for any payments for site access or crop damage.

(9) By signing this agreement, the persons below warrant that they have the authority to sign this document and to bind their respective party to its terms.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the dates indicated below.

BY: _____

Date:

Brett Allen

PRINTED NAME

Mayor

TITLE

City of Mulvane, Kansas

ORGANIZATION:

Janet Stanek, Secretary
Kansas Department of Health
And Environment

Date:

April 7, 2025
City Council Meeting

TO: Mayor and City Council
FROM: City Staff
RE: Transient Guest Tax Application
ACTION: **Review, discuss and authorize the distribution of TGT funds**

Background:

In 2008, the governing body of the City of Mulvane, Kansas passed Charter Ordinance No. 26 which established a 5% Transient Guest Tax (“TGT”).

In 2011, the City Council adopted a policy that defines how the Transient Guest Tax shall be used and disbursed. As required by State law, the policy specifies tax proceeds shall primarily be spent on convention and tourism promotion primarily on activities and organizations which encourage increased lodging facility occupancy (i.e., stays at the Hampton Inn).

In April 2022, the City Council amended the “Transient Guest Tax” Resolution. The amendment increased the Transient Guest Tax from 5% to 8% of gross receipts. The amendment restated the city’s intent to grant priority to request funds for convention and tourism promotion to the Kansas Star for the first 5% of annual gross receipts. This priority will remain in effect until use of the Transient Guest Tax Funds by the Kansas Star reaches \$3.8 million. To date, the Kansas Star has received \$2,267,000.00 of Transient Guest Tax for promotion and support of conventions and tourism.

Fund Application Process:

According to City policy, applicants must apply to the City (on forms obtained from the City Administrator) for events or activities which meet the statutory requirements of K.S.A. 12-1692 *et seq.* The City Administrator approves the request and then places it on the City Council agenda. The completed Program/Event Application is attached.

Financial Considerations:

Since the TGT has been increased to 8%, a partial amount of the difference between 5% and 8% collected is used to provide funding assistance for qualifying events or activities.

Legal Considerations:

As per the City Attorney.

Recommendation:

Motion to authorize the City Administrator to approve the 2025 request from The Mulvane Old Settlers Rodeo for Transient Guest Tax funds in the amount of \$2000.00.



In accordance with Resolution No. 2011-9 of the City of Mulvane, Kansas (the “City”), the undersigned (“Applicant”) hereby requests a grant for the following described program or event and certifies that said program or event will result in increased lodging facility occupancy within the City. Grant is based on availability of funds.

- Limit request to no more than \$2,000.00.
- Requests must include a \$1.00 to \$1.00 match.
- Budget must be included with application showing expenditures and revenues.
- The city of Mulvane must be listed as a sponsor at the level of funding approved.
- One application per calendar year per event.
- The funds must be expended in the 2025 calendar year.
- Class reunions will not be funded.

Brief Description of Program/Event:

Mulvane Old Settlers Rodeo. This is a full open rodeo, with announcers, judges, bull fighters, stock contractors, chute help, contestants for every event and large crowd for two days in Mulvane.

Date and Time of Program/Event: August 22nd and 23rd, 2025. Rodeo Starts at 730pm each night.

Amount of Grant Requested: \$2,000.00

Brief Description explaining why Program/Event could result in overnight stays:

The majority of the fans, contestants and workers for the Mulvane Old Settler's Rodeo stay, eat and fuel their vehicles in the Mulvane Area over the 2 day Rodeo weekend. The Rodeo brings an additional 2k people per night to Mulvane over the Old Settler's weekend.

Description of Program/Event Costs and Other Sources of Funds, if any:

See attached Budget Document

Submit a copy of the total program/event budget in a separate file or on its own page.

Submitted this 17 th day of March, 2025.

APPLICANT/AUTHORIZED REQUESTOR:

By Jackie S. McColpin

Printed Name Jackie S. McColpin

Title 2025 Mulvane Rodeo Arena President

Mailing address and contact information for applicant:

Mailing Address: PO Box 9 Mulvane, KS 67110

Phone: 316-655-2909

Email: jsuetiger7@yahoo.com

[For City of Mulvane Use Only]

Date Request Received: _____

The City Administrator hereby certifies his personal belief the request meets the criteria of Charter Ordinance No. 26, for programs or events which could result in increased tourism and possible overnight stays in the City.

City Administrator

Yes No

This request qualifies for consideration under the written policy of the City.

MULVANE Rodeo Arena

Transient Guest Tax Budget Submittal

Estimated Revenue:

- | | |
|-------------------------|---|
| 1. Vendor Sales: | \$800-\$1,200 depending on sales/vendors |
| 2. Rodeo Sponsors: | \$20,000-\$22,000 depends on number of sponsors |
| 3. Gates: | \$35,000-\$37,000 depends on spectators |
| 4. Concessions: | \$10,000-\$12,000 depends on sales |
| 5. Contestants Entries: | \$1,000-\$1,200 depends on contestant entries |
| 6. Apparel: | \$850-900 depends on sales |

Total: \$67,650-\$74,300

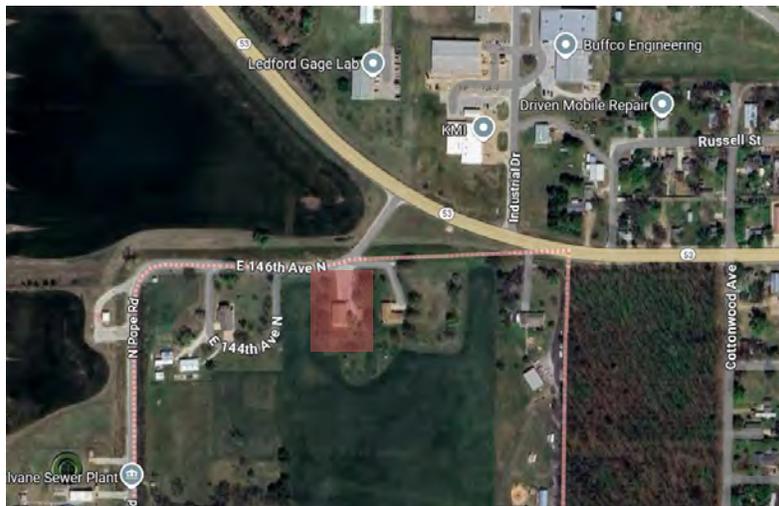
Estimated Costs:

- | | |
|---------------------------------|-----------------------|
| 1. Stock Contractor: | \$10,000 |
| 2. Bull Fighters: | \$1,400 |
| 3. Announcer: | \$1,400 |
| 4. Funny Man: | \$1,400 |
| 5. EMTS: | \$300 |
| 6. Payouts: | \$19,000 |
| 7. Concessions: | \$5,000 |
| 8. Saddles/Buckles/Added Money: | \$15,500 |
| 9. Rodeo Booklets: | \$3,000 |
| 10. Wristbands: | \$500 |
| 11. Weather Insurance: | \$700 |
| 12. Apparel Order: | \$2,000 |
| 13. Grounds/Bleachers: | \$10,000 |
| 14. AAA Port Potties: | \$750 |
| 15. Trash Bins: | \$350 |
| | <u>Total:\$71,300</u> |

City Council Meeting
April 7, 2025

To: Honorable Mayor Allen and City Council
From: Joel Pile, Planning & Zoning Administrator
Subject: *Annexation Petition for 1337 E. 146th Ave N.*

Background: The owner of 1337 E. 146th Ave N. has submitted a petition requesting annexation into the City of Mulvane. The annexation request was submitted so the property owner could make application to connect to city water. City Code Section 700.020(A) declares the City has no obligation to grant connection for services for real property which is not within the limits and boundaries of the City as a whole. The owner of the subject lot has remodeled a single-family residence on the lot and has made application to the city for connection to the city water system.



Financial Consideration: Upon annexation, the property owner could be allowed to make connection to the city water system. The property owner is responsible for all costs associated with the extension of city infrastructure, water tap fees and any other utility fees.

Legal Consideration: The property meets the statutory requirements pursuant to K.S.A. 12-520(a)(7) for annexation since the property owner has submitted a written petition for annexation and the subject parcel adjoins the city. The Council has no obligation to approve the annexation or the request for connection to city utility services. The property is currently served by Evergy power service, the City would need to provide notice of hearing to Evergy, and then after a public hearing adopt a Power service resolution determining whether Evergy or Mulvane are best suited to provide power service to the property.

Recommendation: Consider passage of the annexation ordinance to bring the property in the city limits and allow the property owner to make connection to the city water system.

Motion:

I make a motion to approve Ordinance No. 1596 annexing certain property to the City of Mulvane.

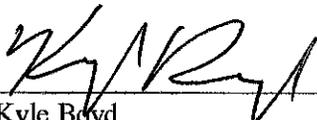
*Landowner Petition, Request, and Consent for Annexation
into the City of Mulvane, Kansas*

Brent Allen, Mayor
City of Mulvane, Kansas
c/o Joel Pile, Planning & Zoning Administrator
211 N. Second
Mulvane, Kansas 67110

Dear Mayor Allen:

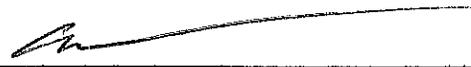
Please be advised that I hereby petition, request, and consent to the annexation by the Mulvane City Council of land owned by me near the City of Mulvane. The legal description of the land is attached hereto as Exhibit A. I am the sole owner of this property.

Respectfully submitted,

By: 
Kyle Boyd

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

Subscribed and sworn to before me, a notary public, on the 19 day of March, 2025.


Notary Public

My Appointment Expires: 9/7/25

 AUBREY McCULLOCH
Notary Public - State of Kansas
My Appt. Expires 9/7/25

*Landowner Petition, Request, and Consent for Annexation
into the City of Mulvane, Kansas*

Exhibit A

Legal Description:

That part of the East Half of the Southwest Quarter of Section 6, Township 30 South, Range 2 East of the 6th P.M., Sumner County, Kansas described as **COMMENCING** at the Northeast corner of said East Half, **THENCE** S88°18'47"W along the North line of said East Half, a distance of 475.00 feet to the Point of **BEGINNING**; **THENCE** S01°41'13"E, a distance of 225.00 feet; **THENCE** S88°18'47"W parallel with the North line of said East Half, a distance of 125.00 feet; **THENCE** N01°41'13"W, a distance of 225.00 feet to the North line of said East Half; **THENCE** N88°18'47"E along said North line, a distance of 125.00 feet to the Point of **BEGINNING**, containing 28,125 sq. ft. more or less and subject to easements of record.

(Ordinance published in The Mulvane News on April 10, 2025)

ORDINANCE NO. 1596

AN ORDINANCE ANNEXING LAND INTO THE CITY OF MULVANE, KANSAS.

WHEREAS, the land described below adjoins the existing boundaries of the City of Mulvane, Kansas (the “City”) and a written petition for annexation of said land has been signed by each and all owners thereof, and have been filed with the City pursuant to K.S.A. 12-520(a)(7), as amended, and therefore, pursuant to K.S.A. 12-520a(f), no resolution, notice or public hearing are required; and

WHEREAS, the Governing Body of the City finds it advisable to annex such land.

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

Section 1. That the following described land is hereby annexed and made a part of the City:

That part of the East Half of the Southwest Quarter of Section 6, Township 30 South, Range 2 East of the 6th P.M., Sumner County, Kansas described as COMMENCING at the Northeast corner of said East Half, THENCE S88°18’47” W along the North line of said East Half, a distance of 475.00 feet to the Point of BEGINNING; THENCE S01°41’13”E, a distance of 225.00 feet; THENCE S88°18’47”W parallel with the North line of said East Half, a distance of 125.00 feet; THENCE N01°41’13”W, a distance of 225.00 feet to the North line of said East Half; THENCE N88°18’47”E along said North line, a distance of 125.00 feet to the Point of BEGINNING, containing 28,125 sq. ft. more or less and subject to easements of record.

Section 2. The City Clerk is hereby authorized to provide any and all notices necessary to comply with K.S.A. 66-1,176 with respect to this annexation.

Section 3. Pursuant to K.S.A. 12-522, upon passage and publication of this annexation ordinance (the “Ordinance”), the City Clerk shall file a certified copy of such Ordinance with the County Clerk, the Register of Deeds, and the County Election Commissioner, if any, of Sumner County.

Section 4. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City, approval by the Mayor and publication once in the official newspaper of the City.

[Remainder of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by the Governing Body of the City of Mulvane, Kansas this 7th day of April, 2025.

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Mulvane, Kansas met in regular session, at the usual meeting place in the City on April 7, 2025, at 6:00 p.m., with Mayor Brent Allen presiding, and the following members of the governing body present:

and the following members absent:

Thereupon, there was presented to the governing body an Ordinance entitled:

AN ORDINANCE ANNEXING LAND INTO THE CITY OF MULVANE,
KANSAS.

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

Thereupon, the Ordinance having been adopted by a majority vote of the members of the Governing Body, it was given No. 1596, and was directed to be signed by the Mayor and attested by the City Clerk; and the City Clerk was directed to publish the Ordinance one time in the official city newspaper and to file a certified copy of the same with the County Clerk, the Register of Deeds, and the County Election Commissioner (if different from the County Clerk), if any, of Sumner County as required by law and as provided therein.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of an April 7, 2025 meeting of the Governing Body of the City of Mulvane, Kansas.

[seal]

Debra M. Parker, City Clerk

**CITY COUNCIL MEETING
MULVANE, KANSAS
April 7, 2025**

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

Background:

The City is in the process of designing and constructing a new pedestrian bridge across Styx Creek inside English Park. On January 14, 2025 the City received a copy of an approved KDA-DWR permit for constructing the new bridge. The City is planning to construct a pre-manufactured steel pedestrian bridge similar to the bridge shown in the photo (bottom right). The bridge will span ±70-ft and will be set approx. 2-ft above the 100-year BFE (per FEMA’s 2017 floodway study)



Styx Creek – English Park, Photo taken May 2007

Analysis:

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

Proposals for structural engineering services were received and presented to the City Council on March 3rd. The proposal submitted by Professional Engineering Consultants (PEC) was approved by the Council and staff was directed to develop an (EJCDC) agreement with PEC for the services requested. This agreement has been prepared as requested.



“Express” style pre-manufactured pedestrian bridge, CONTECH Bridge Solutions, a Continental Bridge brand

Financial Considerations:

Structural and geotechnical engineering services fees total \$23,000.00 and will be included in the project expenses. Cost opinions for the bridge replacement were prepared in May of 2024 and totaled an estimated \$509,161. Cost opinions included an estimated \$132,000 in project expenses. 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 approve an agreement with PEC in the amount of \$23,000.00 for structural and geotechnical 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 presented.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between the City of Mulvane ("Owner") and Professional Engineering Consultants, P.A. (“Engineer”). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: City of Mulvane English Park Pedestrian Bridge (“Project”).

Engineer, for the purpose of this agreement, refers to the above described firm who shall be owned and managed by licensed professional engineers, and who may employ other technical professionals, such as, but not limited to, land surveyors and/or or professional geologists. Professional engineer and technical professional shall be as defined by KSA 74-7003. Services contracted for under this agreement are not limited to the services of a professional engineer but may include the services of other licensed technical professionals, provided that the services are performed in compliance with applicable laws and regulations.

Engineer’s Services under this Agreement are generally identified as follows:

The Engineer’s Services to be provided under this Agreement are set forth in Attachment A and B hereto. In the event of any conflict between the terms in Attachment A, Attachment B, and this Agreement, the terms of this Agreement shall control.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, and approved by both parties by Supplemental Agreement, then Engineer may furnish services in addition to those set forth above. Owner shall pay Engineer for its services as agreed to and as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: May 19, 2025 for engineering plans and specifications. See Attachment A.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 12 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of

receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.
- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- G. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.
- H. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

As indicated in Attachment A hereto.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project

by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

8.01 Insurance

A. *Professional Liability Insurance:* Engineer shall purchase and maintain applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable and shall have limits in amount of \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate. It shall be maintained throughout the duration of the Contract and for a minimum of two years after completion of Engineer's Services.

B. *Additional Terms:* The Engineer's professional liability insurance shall include and list Owner as an additional insured; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of Owner; and the insurance afforded to the additional insured shall provide primary coverage for all claims covered thereby on a non-contributory basis. Engineer shall obtain and provide to Owner all necessary endorsements to support these requirements. The Engineer's professional liability insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Owner. All insurance required by this Contract to be purchased and maintained by Engineer shall be obtained from insurance companies that are duly licensed, authorized, and admitted in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

Engineer shall deliver to Owner, certificates of insurance establishing that Engineer has obtained and is maintaining the policies, coverages, and endorsements required by this Contract. Upon request by Owner, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements. Engineer may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

Attachments:

Appendix 1, Engineer's Standard Hourly Rates

Attachment A, Scope of Services dated March 12, 2025

Attachment B, Request for Proposals (RFP) dated 2/03/2025

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: The City of Mulvane

ENGINEER: Professional Engineering Consultants, P.A.

By: _____

By: _____

Title: _____

Title: Senior Vice President of Government Markets

Date Signed: _____

Date Signed: 3/24/2025

Engineer License or
Firm's Certificate Number: E-310

State of: Kansas

Address for giving notices:

Address for giving notices:

303 S. Topeka

Wichita, KS 67202

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated __, __.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. PEC's fee for the scope of services will be \$23,000 plus any reimbursable expenses.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Hourly rates for services performed on or after the Effective Date are:

See attached

ATTACHMENT A
Scope of Services
March 24, 2025

- A. The City of Mulvane – English Park Pedestrian Bridge (Project) shall consist of new approximately 8'-0" x 70'-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.
 - g) Provide electronic files and hard copies as requested for all plan and specification submittals.
 1. Structural Engineering Services:
 - 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) Produce bridge specifications.

2. Geotechnical Engineering Services:
 - a) PEC will use an appropriate One-Call utility locate system prior to arriving onsite.
 - b) (2) subsurface borings to depths 50 feet below existing grade
 - c) SPT sampling at the following intervals:
 - a. 1.5, 3.0, 6.0, 8.5, and at 5.0 intervals thereafter
 - d) Relatively undisturbed soil samples (Shelby Tubes) will also be obtained
 - e) Grab/bulk samples from auger cuttings will be obtained depending on site conditions
 - f) Laboratory testing will be performed to determine the following index and engineering properties:
 - a. Moisture Content
 - b. Density
 - c. Atterberg Limits
 - d. Percent Passing #200 sieve
 - e. Swell/Consolidation
 - f. Unconfined compressive strength
 - g) Geotechnical report, including boring logs, soil descriptions and classifications, groundwater elevations at the time of drilling, and laboratory test results.
 - h) Geotechnical recommendations, including deep and shallow foundation design parameters, earthwork, excavation, soil stabilization, and controlled fill.
 - i) Boreholes will be plugged with sodium bentonite, auger cuttings (spoils) and capped with similar materials.
 - j) General cleanup of the site.

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.
9. Two week notice of anticipated services needed.
10. Assuring that private utilities, not located by an appropriate One-Call utility locate system, are identified prior to our arrival onsite, or have made arrangements for a Client representative with knowledge of such utilities to meet onsite prior to commencement of drilling activities.
11. Information related to known and/or potentially hazardous subsurface conditions and/or history of site contamination.

12. Provide right of entry for PEC's personnel in performing site visits, field surveys and inspections.
13. Pay PEC for authorized additional work associated with services not included in Attachment 'A', or overages of the quantities outlined in Attachment 'A'.

E. Additional Services

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

1. Construction Staking
2. Construction Materials Testing
3. Production of record drawings, as-builts, or release of electronic files.
4. Design engineer construction site observations in excess of the number above will be performed on an hourly basis.
5. 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.
6. 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.
7. Construction Document revisions, as necessary, to reduce delivery times of elements within the design due to supply chain disruptions outside the control of PEC.
8. Project is assumed to have only one bid item. Design services associated with multiple bid options are not included.
9. Alternate designs not specifically listed in the Scope of Services.
10. 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.
6. Offsite removal of spoils.
7. Environmental services.
8. Handling of contaminated soils.



REQUEST FOR PROPOSALS (RFP) Pedestrian Bridge – Structural Engineering Services City of Mulvane, Kansas

Prepared: February 3, 2025

ATTACHMENT B

1. Introduction and Purpose of RFP:

The CITY of Mulvane is planning to construct a pedestrian bridge over Styx Creek in the NW corner of English Park. The new bridge will replace a wooden bridge that was damaged during floods in 2016. The CITY desires to construct a pre-manufactured/prefabricated steel pedestrian bridge similar to a “Connector”, “Express” or equal models manufactured by CONTECH Bridge Solutions, a Continental Bridge brand. Other pre-fabricated bridge suppliers may be considered subject to CITY approval, including but not limited to TrueNorth Steel and Pioneer Bridge.

Styx Creek is located inside a FEMA regulated floodway and is a tributary to the Arkansas River. Accordingly, the CITY has made application and received permit approval from KDA-DWR (*KSA 82a-301-305a “Dams, Stream Obstructions and Channel Changes” and KSA 24-126 “Levees and Floodplain Fills”*) authorizing construction of a 70-ft span pedestrian bridge, associated channel widening and floodway fringe fill. A “Design Memorandum” including a project description and site plans was prepared and used in the CITY’s application for a KDA-DWR permit. A copy of the Design Memorandum is appended to this RFP.

The purpose of this RFP is to solicit proposals for Structural Engineering services as needed to develop minimum design standards for the design and construction of a fully pre-engineered clear span pedestrian bridge of steel construction. These services shall include the design of bridge supporting foundations (abutment, pier and/or footings) including geotechnical investigations and recommendations, the design of anchor bolt embedments, the evaluation of “or equal” bridge suppliers, the review of all bridge and structural shop drawings, including design calculations, fabrications and steel coating submittals; and periodic site visits during construction to confirm compliance with approved design plans and a final inspection.

2. RFP Description, Scope and Parameters:

2.1 Project Design and Bidding Phase

The Structural Engineer shall conduct a preliminary design meeting with appropriate CITY staff to confirm bridge span, bridge width and elevations and establish design alternatives and bridge features including but not limited to pedestrian truss styles, railings, steel finishes and decking materials. This meeting shall establish protocols for RFI’s, project team members, deliverables, project schedules and other items necessary to design, bid and construct the proposed pedestrian bridge.

The Structural Engineer shall prepare preliminary bridge and bridge abutment plans, specifications for a prefabricated bridge and associated construction cost opinions. The

Structural Engineer shall provide or otherwise sub-contract geotechnical engineering services as needed to design abutments. Bridge specifications shall be regarded as minimum standards for design and construction of the pedestrian bridge. These specifications shall include warranty provisions and a checklist to be used to evaluate all submittals to assure compliance with the bridge specifications. Final bridge design plans and specifications shall be prepared and sealed by a Kansas licensed engineer.

If requested, the Structural Engineer shall review and make recommendations for accepting/rejecting alternative bridge manufacturers including warranty provisions.

2.2 Construction Phase

The Structural Engineer shall assist and attend a pre-construction meeting with the selected Contractor, including bridge manufacturer and City staff. This meeting shall establish protocols for shop drawing submittals, material testing, bridge fabrication and work schedules and other issues relating to construction.

The Structural Engineer shall review and provide approval recommendations for all structural design drawings and shop drawings submitted by the Contractor/Bridge Manufacturer relating to the pedestrian bridge and abutments/foundations.

Prior to the delivery of concrete the Structural Engineer shall perform a site observation(s) as needed to confirm formwork, steel reinforcement and anchor bolt embedments for the bridge abutments. (The CITY will retain a geotechnical consultant to sample and test concrete, including slump, air entrainment and compression strength.)

The Structural Engineer shall assist the City in a final walkthrough inspection of the pedestrian bridge and prepare a punch-list of items to be completed prior to final payment and acceptance of the work.

3. Invitation to Submit:

The CITY is seeking Proposals from experienced qualified Structural Engineers interested in providing engineering services for the City of Mulvane, Kansas. The Structural Engineer and his sub-contractors must be licensed to practice and perform work in the State of Kansas, be able to demonstrate proficiency for the project type, have experience with municipal clients, and be available to commence work immediately.

The project team shall have a single lead project manager who will be the prime contact selected to direct and coordinate the work of others, and be responsible for work schedules, deliverable submissions, structural plan and shop drawing reviews and construction observations.

3.1 Submittal Requirements

Structural Engineers are asked to submit proposals on behalf of their team. The composition of the team should be able to deliver on a scope of services required to fulfill the total project. The Structural Engineer and his sub-contractor/consultants are asked to provide the following:

- a) Provide background information on your firm. Indicate how long the firm has been in operation, approximate size of staff, and what areas of expertise the firm offers. Identify the project manager and other key personnel who will work on the project. How is your internal staff selected? What is your method for coordinating various professionals who will assist your team? How do you interact with the client and keep them on task and the project on schedule?
- b) Explain your approach to developing plans and specifications for the proposed prefabricated pedestrian bridge.
- c) Identify any sub-contractors and consultants who will be participating on your team. Indicate what their role will be and provide information regarding the key staff members from each firm and who will be responsible for their services.
- d) Provide contact references from other municipal clients for similar projects starting with the most recent project. Provide specific project examples in the form of written project briefs that should include photographs. Indicate which of the sub-contractors and consultants worked on which project and their roles.
- e) Provide an estimated not-to-exceed fee range as outlined on the attached Appendix A - "Cost Proposal Sheet" for Structural Engineering services including a billing rate schedule for all team personnel, sub-contractors, consultants and expenses. The estimated total cost range shall be based on the information provided in this RFP and provided attachments and/or addenda.
- f) Indicate your team's ability to complete the design plans and specification by May of 2025.

4. Consultation Clarification:

Structural Engineers are asked to direct all questions regarding this RFP via email to Christopher R. Young, PE, City Engineer (cyoung@yngpa.com). Based on the nature of the questions the CITY may elect to issue an addendum and/or clarifications to prospective Structural Engineers.

5. Interviews:

The CITY may elect to conduct interviews with a shortlist of Structural Engineers and/or their firms selected by the CITY. Interviews if requested will involve key project staff from the primary firm and their sub-contractors and consultants. Team members should be prepared to discuss, among other things, their approach to maintaining the project schedule, communicating with clients, coordinating project responsibilities, and identifying project risks which require the attention of the Structural Engineer and the CITY.

6. Selection Process:

Representatives from the City of Mulvane will review the qualification statements and recommend selection(s) to the City Council. The top ranked Structural Engineer and/or their firm may be asked to present their proposal to the City Council. Pending City Staff recommendations, the Structural Engineer and/or their firms will be asked to prepare a contract agreement with fee schedule and contract time for Structural Engineering services for acceptance by the City Council.

7. Submittal Schedule*:

| | |
|---|-------------------|
| Invitation to Submit..... | February 3, 2025 |
| <i>Invitations will be distributed electronically by the City of Mulvane to selected Structural Engineers.</i> | |
| Deadline for Questions..... | February 19, 2025 |
| <i>No clarification questions will be accepted after this date.</i> | |
| Submission Deadline..... | February 26, 2025 |
| <i>Submit four copies of your Proposal to Debra Parker, City Clerk, by 4:00 p.m. Please also submit one electronic version via email (dparker@mulvane.us) or flash-drive.</i> | |
| <i>(If required)</i> Interviews..... | TBD |
| <i>(time and place TBD)</i> | |
| <i>(If required)</i> Recommendations to City Council of Top Ranked Firm..... | March 3, 2025 |
| Structural Engineer Contract Submission..... | March 12, 2025 |
| Structural Engineer NTP Target Date..... | March 17, 2025 |
| Complete Structural Engineering Plans & Spec’s, Target Date..... | May 19, 2025 |

*Schedule is subject to change.

8. Additional information

8.1 Disclaimer

This RFP does not form or constitute a contract with any responder. The City of Mulvane shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFP. The City will not be responsible for any expenses that may be incurred in the preparation of a response to this RFP. Any cost incurred by respondents in preparing or submitting a proposal for the project shall be the respondents’ sole responsibility.

Ownership of all data, materials and documentation originated and prepared for the City of Mulvane pursuant to a contract resulting from a proposal submitted for this RFP shall belong exclusively to the City of Mulvane and be subject to public inspection in accordance with the Kansas Open Records Act.

The City of Mulvane reserves the right to reject any or all proposals received or to request additional information as may be needed to clarify or determine qualifications.

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: |
| | | |

Authorized Signee: _____

Print Name: _____

Print Title: _____

| | DESCRIPTION | COST RANGE |
|----|---------------------------------------|------------|
| 1. | Project Design and Bid Phase Services | \$ |
| 2. | Construction Phase Services | \$ |
| | TOTAL | \$ |

Appendix B - Design Memorandum, Pedestrian Bridge Replacement in English Park

See attached "505_Design Memo_1115.pdf"

KDA-DWR Permits

KSA 82a-301-305a Dams, Stream Obstructions and Channel Changes

KSA 24-126 Levees and Floodplain Fills

1320 Research Park Drive
Manhattan, KS 66502
785-564-6700
www. agriculture.ks.gov



900 SW Jackson, Room 456
Topeka, KS 66612
785-296-3556

Mike Beam, Secretary

Laura Kelly, Governor

January 14, 2025

CITY OF MULVANE
JACOB COY
120 S BOX ELDER AVENUE
MULVANE, KS 67110

Re: Proj. Name: English Park Pedestrian Bridge Replacement
Pedestrian Bridge Replacement, Channel Widening, & Floodway Fringe Fill
Arkansas River-TR
Sedgwick County
WSN: CSG-0389-L & LSG-0721-FF, Notice No.: 2024355

Dear Mr. Coy:

Consideration has been given to your application for a permit and approval of plans relating to the construction of a 70-ft. pedestrian bridge, along with the associated channel widening and floodway fringe fill, in, along, and across a tributary to the Arkansas River at a location in the NE 1/4 of the SE 1/4 of the NW 1/4 of Section 32, Township 29 South, Range 2 East, Sedgwick County, Kansas.

In accordance with the provisions of K.S.A. 82a-301 to 305a & 24-126, the Chief Engineer has approved the plans and issued the enclosed permits, authorizing construction of the proposed project. Please note the conditions on the reverse side of each permit. Condition No. 9 requires the permittee to notify this office within 30 days after the project is completed. A Notice and Proof of Completion form is enclosed for this purpose. Special conditions have been added to limit the removal of timber and vegetation, to require the use of clean material for riprap, to prohibit the introduction of toxic or deleterious materials into the watercourse, to allow the construction of a temporary crossing for construction purposes, to acquire all right-of-way or easements prior to construction, and to establish a project datum benchmark on or near this site and shall provide the description, assumed elevation, and location of said benchmark to the Chief Engineer prior to completion of construction.

The one set of plans submitted to this office has been endorsed with the Chief Engineer's approval and will be retained in our files. Should you desire any copies of the plans with the Chief Engineer's approval shown thereon, please submit the required number.

Comments about this proposed project were received from several agencies during the environmental review process. Copies of the letters with recommendations from the environmental review agencies are enclosed for your information.

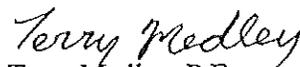
City of Mulvane

WSN: CSG-0389-L & LSG-0721-FF, Notice No.: 2024355

Page 2

The work has been authorized to be completed on or before July 1, 2028. Approval for construction of this project will expire on that date unless the time is subsequently specifically extended by the Chief Engineer. Any desired extension of time should be requested in writing approximately 30 days prior to the expiration date.

Sincerely,


Terry Medley, P.E.
Water Structures Program Manager
(785) 564-6657

Enclosure

pc: Christopher Young, P.E.- Young & Associates, P.A.
Joel Pile- City of Mulvane FPA

THE STATE  OF KANSAS

KANSAS DEPARTMENT OF AGRICULTURE
Mike Beam, Secretary of Agriculture

DIVISION OF WATER RESOURCES
Earl D. Lewis Jr., Chief Engineer

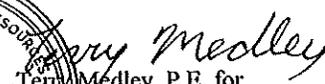
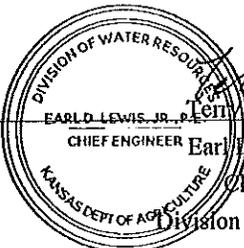
PERMIT NO. CSG-0389-L

K.S.A. 82a-301 *et seq.*

The Chief Engineer of the Division of Water Resources, Kansas Department of Agriculture, by virtue of the powers and duties imposed by K.S.A. 82a-301 to 305a, hereby issues this permit to City of Mulvane, giving his consent to the construction of a 70-ft. pedestrian bridge, along with the associated channel widening, as identified under the English Park Pedestrian Bridge Replacement project, in, along, and across a tributary to the Arkansas River at a location in the NE 1/4 of the SE 1/4 of the NW 1/4 of Section 32, Township 29 South, Range 2 East, Sedgwick County, Kansas.

All work authorized by this permit shall be performed in accordance with the maps, plans, profiles and specifications filed with the application and approved by the Chief Engineer, and in accordance with plans for any changes or modifications subsequently approved by the Chief Engineer subject to the provisions of the aforementioned statutes, their regulations and the attached permit conditions.

Witness my hand this 14TH day of January, 2025.



 Terry Medley, P.E. for
 Earl D. Lewis Jr., P.E.
 Chief Engineer
 Division of Water Resources
 Kansas Department of Agriculture

State of Kansas)
)SS
County of Riley)

The foregoing instrument was acknowledged before me this 14th day of January, 2025, by Terry Medley, authorized agent of Earl D. Lewis Jr., Chief Engineer, Division of Water Resources, Kansas Department of Agriculture.


 DEIDRE ROMINE
 My Appointment Expires
 March 10, 2026


 Notary Public

**RECORD THIS PERMIT WITH THE REGISTER OF DEEDS
OF THE COUNTY WHEREIN THE WORK IS LOCATED**

PERMIT CONDITIONS

1. This permit grants no water rights nor other property rights, nor does it authorize any injury to private property, invasion of private rights nor impairment of senior water rights, nor does it exempt you from obtaining consent from appropriate federal, state or local government.
2. The work shall at all times be subject to supervision and inspection by representatives of the Division of Water Resources.
3. No changes in the work, maps, plans, profiles and specifications as approved shall be made except with the written consent of the Chief Engineer.
4. Any work authorized by this permit will be maintained in a condition satisfactory to the Chief Engineer and substantially in accordance with the approved plans.
5. The clearing of trees, brush, drift and other debris in order to maintain the work substantially in accordance with the approved plans is hereby authorized, except that the removal of plantings made specifically for habitat or environmental mitigation is not authorized by this permit.
6. Any excess material deposited in the stream channel incident to the construction and maintenance of the project authorized by this permit shall be removed and the channel restored to a condition satisfactory to the Chief Engineer and substantially in accordance with the approved plans.
7. All areas disturbed by construction and all other exposed soil areas shall be seeded and maintained with a mixture of grass or other vegetation appropriate to the soils, climate and project in order to minimize erosion and protect the project integrity.
8. If the work is not completed on or before the 1st day of July, 2028, this permit, if not specifically extended, shall cease and be null and void. If, upon the expiration or revocation of this permit, the work has not been completed, the permittee shall, at his own expense and to such extent and in such time and manner as the Chief Engineer may require, remove all or any portion of the uncompleted work and restore the watercourse to a satisfactory condition. No claim shall be made against the State of Kansas on account of any such removal or alteration.
9. Within thirty (30) days after the completion of the work authorized by this permit, the permittee shall file with the Division a statement that the work has been completed in accordance with this permit and the approved maps, plans, profiles and specifications.
10. The Chief Engineer reserves the right to require such changes in the maps, plans, profiles, specifications and conditions as may be considered necessary. The Chief Engineer further reserves the right to modify, suspend or revoke this permit at any time should the permittee fail to comply with any of the conditions of this permit or regulations of the Division without sufficient cause or should such action be deemed necessary in the interest of public safety and welfare.
11. That the clearing of timber and vegetation is restricted to the absolute minimum required to accomplish the work and not interfere with the beneficial use of project.
12. Only graded rock, quarry-run rock and/or clean concrete rubble shall be used in the work as approved. If concrete rubble is used, all large slabs should be broken up and all exposed reinforcement rods, trash, and other extraneous materials shall be removed prior to placement. No asphalt material shall be placed as fill material.
13. No deleterious or toxic materials shall be introduced into the watercourse or reservoir by runoff, leaching or disposal during or in connection with the work authorized by this permit.
14. The construction of temporary crossings and/or causeways within the project limits of the approved plans is hereby authorized; provided that the temporary obstruction is removed in its entirety and the channel restored to the cross-section proposed in the approved plans. Sufficient hydraulic capacity shall be provided to bypass normal flows to satisfy water right and other public interest needs.
15. No work shall begin until all proposed right-of-way or easements have been acquired.
16. The permittee shall establish a project datum benchmark on or near this site and shall provide the description, assumed elevation, and location of said benchmark to the Chief Engineer prior to completion of construction.

THE STATE  OF KANSAS

KANSAS DEPARTMENT OF AGRICULTURE
Mike Beam, Secretary of Agriculture

DIVISION OF WATER RESOURCES
Earl D. Lewis Jr., Chief Engineer

APPROVAL OF APPLICATION

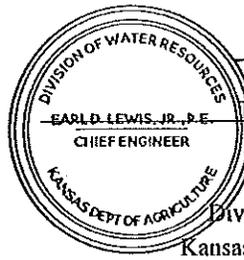
NO. LSG-0721-FF

K.S.A. 24-126

The Chief Engineer of the Division of Water Resources, Kansas Department of Agriculture, by virtue of the powers and duties imposed by K.S.A. 24-126, hereby issues this approval to City of Mulvane, giving his consent to the placement of fill, identified as fill for a trail associated with a 70-ft. pedestrian bridge, in the floodway fringe of a tributary to the Arkansas River at a location in the NE 1/4 of the SE 1/4 of the NW 1/4 of Section 32, Township 29 South, Range 2 East, Sedgwick County, Kansas.

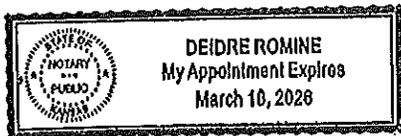
All work authorized by this approval shall be performed in accordance with the maps, plans, profiles and specifications filed with the application and approved by the Chief Engineer, and in accordance with plans for any changes or modifications subsequently approved by the Chief Engineer subject to the provisions of the aforementioned statute, its regulations and the attached approval conditions.

Witness my hand this 14TH day of January, 2025.


Terry Medley
Terry Medley, P.E. for
Earl D. Lewis Jr., P.E.
Chief Engineer
Division of Water Resources
Kansas Department of Agriculture

State of Kansas)
)SS
County of Riley)

The foregoing instrument was acknowledged before me this 14th day of January, 2025, by Terry Medley, authorized agent of Earl D. Lewis Jr., Chief Engineer, Division of Water Resources, Kansas Department of Agriculture.


DEIDRE ROMINE
My Appointment Expires
March 10, 2026

Deidre Romine
Notary Public

RECORD THIS INSTRUMENT IN THE OFFICE OF THE REGISTER OF DEEDS
OF THE COUNTY WHEREIN THE WORK IS LOCATED

APPROVAL CONDITIONS

1. This approval grants no water rights nor other property rights, nor does it authorize any injury to private property, invasion of private rights nor impairment of senior water rights, nor does it exempt the applicant from obtaining consent from appropriate federal, state or local government.
2. The work shall at all times be subject to supervision and inspection by representatives of the Division of Water Resources.
3. No changes in the work, maps, plans, profiles and specifications as approved shall be made except with the written consent of the Chief Engineer.
4. Any work authorized by this approval will be maintained in a condition satisfactory to the Chief Engineer and substantially in accordance with the approved plans.
5. The clearing of trees, brush, drift and other debris, in order to maintain the work substantially in accordance with the approved plans is hereby authorized, except that the removal of plantings made specifically for habitat or environmental mitigation is not authorized by this approval.
6. Any excess material deposited in the stream channel incidental to the construction and maintenance of the project authorized by this approval shall be removed and the channel restored to a condition satisfactory to the Chief Engineer and substantially in accordance with the approved plans.
7. All areas disturbed by construction or other exposed soil areas shall be seeded and maintained with a mixture of grass or other vegetation appropriate to the soils, climate and project in order to minimize erosion and protect the project integrity.
8. If the work is not completed on or before the 1st day of July, 2028, this approval, if not specifically extended, shall cease and be null and void. If, upon the expiration or revocation of the approval, the work has not been completed, the applicant shall, at his own expense and to such extent and in such time and manner as the Chief Engineer may require, remove all or any portion of the uncompleted work and restore the watercourse to a satisfactory condition. No claim shall be made against the State of Kansas on account of any such removal or alteration.
9. Within thirty (30) days after the completion of the work authorized in this approval, the applicant shall file with the Division a statement that the work has been performed in accordance with this approval and the approved maps, plans, profiles and specifications.
10. The Chief Engineer reserves the right to require such changes in the maps, plans, profiles and specifications as may be considered necessary. The Chief Engineer further reserves the right to modify, suspend or revoke this approval at any time, should the applicant fail to comply with any of the conditions of this approval or regulations of the Division without sufficient cause or should such action be deemed necessary in the interest of public safety and welfare.
11. That the clearing of timber and vegetation is restricted to the absolute minimum required to accomplish the work and not interfere with the beneficial use of project.
12. Only graded rock, quarry-run rock and/or clean concrete rubble shall be used in the work as approved. If concrete rubble is used, all large slabs should be broken up and all exposed reinforcement rods, trash, and other extraneous materials shall be removed prior to placement. No asphalt material shall be placed as fill material.
13. No deleterious or toxic materials shall be introduced into the watercourse or reservoir by runoff, leaching or disposal during or in connection with the work authorized by this permit.
14. The construction of temporary crossings and/or causeways within the project limits of the approved plans is hereby authorized; provided that the temporary obstruction is removed in its entirety and the channel restored to the cross-section proposed in the approved plans. Sufficient hydraulic capacity shall be provided to bypass normal flows to satisfy water right and other public interest needs.
15. The project must meet the floodplain management requirements of the community.
16. The permittee shall establish a project datum benchmark on or near this site and shall provide the description, assumed elevation, and location of said benchmark to the Chief Engineer prior to completion of construction.

STATE OF KANSAS
DIVISION OF WATER RESOURCES
DEPARTMENT OF AGRICULTURE

In the matter of: Water Structure No. CSG-0389-L & LSG-0721-FF
City of Mulvane
Pedestrian Bridge Replacement, Channel Widening, & Fringe Fill
Arkansas River-TR
Sedgwick County
Proj. Name: English Park Pedestrian Bridge Replacement

NOTICE AND PROOF OF COMPLETION
K.S.A. 82a-301 *et seq.* & 24-126

To: CHIEF ENGINEER
DIVISION OF WATER RESOURCES
KANSAS DEPARTMENT OF AGRICULTURE
1320 RESEARCH PARK DR
MANHATTAN KS 66502

I, the undersigned, being the holder of a permit to construct pursuant to K.S.A. 82a-301 *et seq.* and 24-126 for pedestrian bridge replacement, channel widening, and floodway fringe fill on a tributary to the Arkansas River at a location in the NE 1/4 of the SE 1/4 of the NW 1/4 of Section 32, Township 29 South, Range 2 East, Sedgwick County, Kansas, hereby certify that the works, identified above, have been completed as of _____. I further certify that these works have been completed in accordance with such permit, the approved plans, approved specifications, and the terms, conditions and limitations incorporated therein.

I understand that an end-of-construction inspection will be conducted by your office at some future date.

Dated this _____ day of _____, 20_____.

Signature: _____

Name: _____
(Please Print)

Address: _____

Telephone No: _____

From: [Cordes, Zackary \[KDWP\]](#)
To: [Warren, Chris \[KDA\]](#)
Subject: KDWP Completed Review ERT20241525 (20240788): ECA 2024355 - English Park Pedestrian Bridge Replacement in Mulvane, SG Co.
Date: Monday, December 23, 2024 8:43:33 AM
Attachments: [ERT20241525.zsc.pdf](#)

Jacob Coy,

You recently submitted project information to Kansas Department of Wildlife and Parks (KDWP) for an ecological review of potential impacts to state-listed Threatened and Endangered wildlife species and/or their critical habitats. KDWP has implemented a new online platform to review development projects, the Kansas Ecological Review Tool, and the attached Ecological Review Report has been generated by that system. Please consider the attached report the official review of your project. The report should be saved for your records and can be used to document consultation with KDWP, if required for permit applications from other agencies. The review report remains valid for 1 year from the date of the review, unless project plans change. If project plans change, updated details must be resubmitted for additional review.

The Kansas Ecological Review Tool website (<https://ert.ksoutdoors.com>) launched publicly on **October 30, 2024**. The system expedites the statutorily-required ecological review process by allowing users to directly submit pertinent project information into the automated online system. Many projects will receive their project report within 15 minutes of submission. Users who have already registered accounts on the website will be granted access on October 30th, and new registrants will be granted automatic access if signing up on or after October 30th. If you would like to learn more about the functionality of the Kansas Ecological Review Tool, please see the introductory/tutorial videos we have developed at: https://www.youtube.com/playlist?list=PLtzxp6fWCH7OFodsHbeial_Ng3vW7vYke.

Contact me or KDWP.T.ess@ks.gov if you have any questions regarding this information or your attached Ecological Review Report.

Thank you.

Zack Cordes | *Ecologist*
Kansas Department of Wildlife and Parks
512 SE 25th Ave. | Pratt, KS 67124
T: (620) 672-0822 | ksoutdoors.com
C: (785) 410-9652 | chickadeecheckoff.com

Operations Office
512 SE 25th Ave.
Pratt, KS 67124-8174



Phone: (620) 672-5911
Fax: (620) 672-2972
www.ksoutdoors.com

Christopher Kennedy, Secretary

Laura Kelly, Governor

Kansas Department of Wildlife and Parks Ecological Review Report

Contact Information

| | |
|-----------------------|---|
| Company/Organization: | Kansas Department of Wildlife and Parks |
| Project Manager: | Christopher Young |
| Submitted By: | Zackary Cordes |
| Phone: | 620-672-0822 |
| Email: | zackary.cordes@ks.gov |
| Mailing Address: | 512 SE 25th Ave Pratt, KS 67124 |

The following project information has been submitted by Zackary Cordes. All project locations are assumed to be precise and accurate for the purpose of this Ecological Review. The provider of the project data entry is solely responsible for the project location and thus the correctness/accuracy of the Kansas Department of Wildlife and Parks (KDWP) Ecological Review Report content. If the project location(s) or scope of work changes, the project sponsor must resubmit the project (with updated information) for further review.

Project Information

| | |
|--|--|
| Automated Determination: | Project Clearance Granted |
| Report Generation Date: | 12/23/2024 |
| Project Sponsor: | Jacob Coy |
| Project Title: | English Park Pedestrian Bridge Replacement in Mulvane, SG Co. |
| KDWP Tracking Number: | ERT20241525 |
| Project Size (acres): | 0.18 |
| County(ies): | <ul style="list-style-type: none"> • Sedgwick |
| HUC 8 Watershed(s): | <ul style="list-style-type: none"> • MIDDLE ARKANSAS-SLATE, KANSAS. |
| Section-Township-Range: | <ul style="list-style-type: none"> • S32-T29S-R2E |
| Latitude/Longitude (Project Centroid): | 37.48396/-97.23592 |
| Project Details Accuracy Certified: | Yes |
| Project Activities: | <ul style="list-style-type: none"> • Floodplain fill or raise flood elevation • Pre-development site clearing, grubbing, grading • Roadway bridge construction/improvements |

Project Description

Replace a pedestrian bridge previously located in English Park, connecting residential neighborhood with access across Styx Creek.

Ecological Review Findings: No Permit Required by KDWP

KDWP reviewed the submitted project information for potential impacts to critical wildlife habitats, current state-listed Threatened or Endangered species and species in need of conservation, as well as Kansas Department of Wildlife and Parks-managed areas for which this agency has administrative authority.

Results of our review indicate there will be no significant impacts to designated critical wildlife habitats; therefore, no special mitigation measures are required. The project will not impact any KDWP-managed public recreational areas, nor could we document any potential direct impacts to currently listed threatened or endangered species or species in need of conservation. **No Department of Wildlife and Parks permits or special authorizations will be needed if construction is started within one year, and no changes are made to the project plans.** Permits may still be required from other agencies. We recommend consultation with all other applicable regulatory authorities which, among others, may include Kansas Department of Health and Environment, Kansas Department of Agriculture-Division of Water Resources, U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers. Project sponsors or their agents may submit this report to other regulatory agencies to provide evidence of coordination with KDWP regarding state-listed Threatened or Endangered wildlife species and the Department's concurrence that adverse impacts to state-listed species and/or their designated critical habitats are not expected as a result of the proposed action.

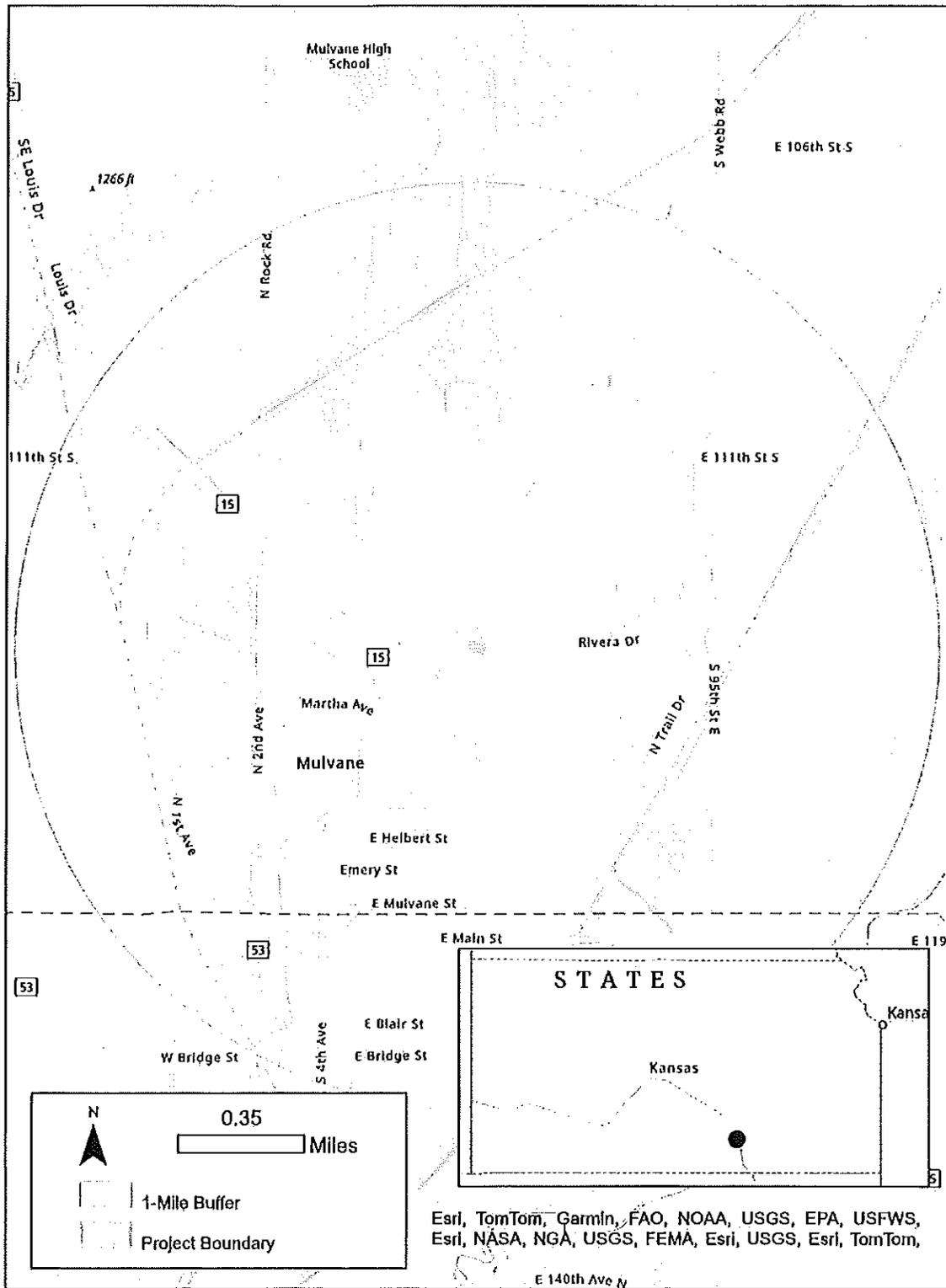
Since the Department's recreational land obligations and the State's species listings periodically change, if construction has not started within one year of this date, or if project plans change, the project sponsor must resubmit pertinent project information to the to verify the continued applicability of our previous assessment. For our purposes, we consider construction started when advertisements for bids are distributed.

General Recommendations and Best-Management Practices

- Stream crossing, bridge, and dam designs should allow for aquatic organism passage. KDWP is willing to provide technical assistance on incorporating aquatic organism passage.
- KDWP advocates for the use of span or bottomless type bridge/culvert designs (e.g., conservation culverts). Consult the Kansas Fish Passage Guide for design considerations: <https://ksoutdoors.com/content/download/55966/608381/file/FishPassageGuide.pdf>.
- KDWP recommends borrow/waste sites, materials stockpiles, staging, and laydown areas be sited in previously disturbed habitats (e.g., cropland, non-native pasture).
- Erosion control blankets can adversely impact reptiles and amphibians by ensnaring and entrapping individuals moving over/through the mesh. We recommend using compost, mulch, or biodegradable/natural fiber blankets (coconut/coir fiber is common) as potential alternatives to plastic erosion control blankets. Such alternatives can also promote the growth of vegetation further improving slope stability. Though less preferable than the aforementioned options, loose-weave mesh is also acceptable, specifically types with weaves that are not welded at the intersections that would allow the opening to expand if an animal attempts to pass through.
- Develop or update contingency plans to avoid/minimize environmental impacts from inundation of the project area during flood events.
- Incorporate principles of low impact development (LID), such as permeable asphalt pavement, porous concrete, swales, bioretention, or raingardens. More info on LID: <https://www.epa.gov/nps/urban-runoff-low-impact-development>.
- Implement and maintain standard erosion control Best Management Practices during all aspects of construction by installing sediment barriers (wattles, filter logs, rock check ditches, mulching, or any combination of these) across the entire construction area to prevent sediment and spoil from entering aquatic systems. Barriers should be maintained at high functioning capacity until construction is completed and vegetation is established. For more information on erosion BMPs go to: <https://www.kdhe.ks.gov/757/Construction-Stormwater-Program>.
- Avoid impacts to streams and rivers, adjacent riparian zones, wetlands and springs as well as native prairie and woodland areas. Use bridges to span streams crossed by access roads.
- Avoid or minimize development in floodplain areas due to probable flooding, potential destruction or damage to development, and the impacts to natural hydrologic interaction of the stream with

its floodplain.

- Restore disturbed soils with native grasses, forbs, shrubs, and/or trees as appropriate for the ecological site. KDWP Ecological Services Division staff can provide technical assistance for site restoration.
- Avoid channel widening and streambank degradation during project construction.
- Avoid placing riprap below the Ordinary High Water Mark.
- Minimize all bank or instream activity, particularly during general fish spawning season (March 1 – Aug. 31).
- Restore disturbed streambed and banks to a functioning stream system reflecting preconstruction bed/bank geometry.
- KDWP recommends using inflatable coffer dams. The construction and removal of soil coffer dams is likely to increase sedimentation in the stream, which could impact several aquatic species. Soil coffer dams also have the potential to be eroded or destroyed during high flow events.
- Following installation of water exclusion materials, seine work area(s) to remove all fish prior to dewatering. Release fish into flowing water downstream of work area.
- Prevent the introduction of aquatic or terrestrial non-native, invasive species during construction. Clean, Drain, and Dry all equipment of water, mud, plant material, and other debris prior to beginning construction. Equipment should be cleaned with pressurized, hot water (120F) or dried for 5 days. Non-native, invasive species in the riparian area should be controlled during construction until native vegetation is established.
- Avoid fuel spills or other contaminant releases. Have operational contingency plans (such as a Spill Prevention, Control, and Countermeasure plan), which comply with all applicable guidance from Kansas Department of Health and Environment in place to respond to leaks and spills. For more information about SPCC plans, see:
<https://www.epa.gov/sites/production/files/documents/spccbluebroch.pdf>.
- Conduct periodic inspection of culverts and bridges to ensure debris is not blocking water flow. Remove blockages as necessary.
- When a culvert is replaced with a span bridge, some channel instability may occur due to stored sediment above the culvert and/or scour below the culvert. If headcutting is a concern, a grade control structure such as crossvanes may be necessary to ensure channel stability and habitat integrity. Grade control structures should allow for aquatic organism passage at all flow conditions.
- Footings, abutments, and scour protection should be landward 1.2 times bankfull width to minimize impacts to the streambanks and floodplain.



Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS, Esri, NASA, NGA, USGS, FEMA, Esri, USGS, Esri, TomTom,

SGCN Documented Occurrences Near the Project Area

The tables below provide a list of Species of Greatest Conservation Need (SGCN) documented as having occurred within one mile of the submitter-defined project area. The list(s) below are for informational purposes. Not all SGCN are regulated under the authorities of the Kansas Nongame and Endangered Species Conservation Act. Species listed under the authorities provided within that Act are those listed below as Endangered, Threatened, or Species in Need of Conservation (SINC). However, research indicates that all SGCN may be experiencing or vulnerable to population declines within the state or elsewhere in their ranges. As such, within the project area, KDWP suggests avoiding or minimizing impacts to appropriate habitats for the species listed below. Contact the Kansas Department of Wildlife and Parks – Ecological Services Division if you would like further advice on avoiding or minimizing impacts to Species of Greatest Conservation Need. For additional information on SGCN species and their habitats please review the information provided within the [Kansas State Wildlife Action Plan](#).

Terrestrial Documented Occurrences

No terrestrial species of concern documented in area.

Aquatic Documented Occurrences

| Taxa | Scientific Name | Common Name | KS Listing Status |
|--------|------------------------|-------------|-------------------|
| Mussel | Unio merus tetralasmus | Pondhorn | N |

KDWP Ecological Review Report Disclaimer

A result indicating no impacts to Threatened/Endangered species does not mean a sensitive animal, natural community, or plant is not present or near the project. Land use conditions may change and animals may move in or out of an area. The existence of an occurrence record does not mean the species/habitat is still present or will not be in the future. If work onsite finds evidence of Kansas-listed Threatened or Endangered wildlife species or their critical habitats, the project sponsor should immediately contact Kansas Department of Wildlife and Parks – Ecological Services Division to confirm the continued applicability of the determination made in this report.

Also, please note the quantity and quality of data collected and used in this review is dependent on research and observations of many individuals and organizations. In most cases, this information is not the result of comprehensive surveys or proposed project site-specific surveys; many areas in Kansas have never been thoroughly surveyed and animals and plants may be discovered in new locations. For this reason, the report does not provide a definitive statement on the presence, absence, or condition of biological elements in any part of Kansas. This report can only summarize the existing information known to the Department.

KDWP Statutory Authority

Legal authority for the conservation and recovery of state-listed wildlife species is delegated to KDWP through K.S.A 32-957 through 32-963, 32-1009 through 32-1012, 32-1033, and K.S.A. 32-960a and 32-960b cited as the Kansas Nongame and Endangered Species Conservation Act. These statutory directives are implemented through K.A.R. 115-15-1 through 115-15-4. Additional review authorities are granted to KDWP through K.S.A 82a-825 and 82a-326 known as the Water Projects Environmental Coordination Act.

Agency Contact Information

| | |
|--------------------|---|
| General Inquiries: | Kansas Department of Wildlife and Parks Operations Office 512 SE 25th Ave. Pratt, KS 67124 KDWPT.kdwptinfo@ks.gov 620-672-5911 |
|--------------------|---|

| | |
|------------------------------|--|
| Ecological Review Inquiries: | Kansas Department of Wildlife and Parks Ecological Services Division 512 SE 25th Ave. Pratt, KS 67124 KDWPT.ess@ks.gov 620-672-0720 |
|------------------------------|--|

From: [Kathy Haynes \[KCC\]](#)
To: [Warren, Chris \[KDA\]](#)
Subject: RE: ECA# 2024355
Date: Monday, December 2, 2024 1:06:22 PM

A review of Conservation Division files failed to indicate any environmental concerns within the acreage described within this application.

In the event unexpected circumstances are encountered during construction, such as the discovery of abandoned oil, gas or exploratory holes or lead lines, the applicant should contact KCC district office at (316) 337-7400, so appropriate regulatory response can be made.

If you have any questions or concerns, please call me at (316) 337-6243.

Kathy Haynes
Department of Environmental Protection and Remediation
Conservation Division
Kansas Corporation Commission
266 N. Main Ste 220 | Wichita, KS | 67202-1513
Phone (316) 337-6243 | Fax (316) 337-6211 |
Email: Kathy.Haynes@ks.gov
<http://kcc.ks.gov/>

This transmission, email and any files transmitted with it, may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential under federal or state law. If you are not the intended recipient of this message, you may not use, disclose, print, copy or disseminate this information. If you have received this transmission in error, notify the sender (only) and delete the message. This message may also be subject to disclosure under the KORA, K.S.A. 2010 Supp. 45-215 et seq.

From: Warren, Chris [KDA] <Chris.Warren@ks.gov>
Sent: Monday, December 2, 2024 12:57 PM
To: Klein, Andrew <ajklein@ksu.edu>; Environmental Services, KDWPT [KDWPT] <KDWPT.ess@ks.gov>; Kathy Haynes [KCC] <Kathy.Haynes@ks.gov>; KBS (biosurvey@ku.edu) <biosurvey@ku.edu>; KDA DOC Office Assistant <KDA.DOC@ks.gov>; KSHS_Historic Preservation <KSHS.SHPO@ks.gov>; Scott Satterthwaite [KDHE] <Scott.Satterthwaite@ks.gov>
Cc: jcoy@mulvane.us; engineering@yngpa.com; jpile@mulvanekansas.com; Regulatory.kansasstate@usace.army.mil; Lanterman, Jeff [KDA] <Jeff.Lanterman@ks.gov>
Subject: ECA# 2024355

The Water Projects Environmental Coordination Act, K.S.A. 82a-325 to 327, requires this agency to provide seven other agencies in the state government an opportunity to review and comment on your application for a period of not less than 30 days. The environmental coordination process has been initiated, but a thorough review of your project may not yet

have been performed. You will be informed of any changes that may be necessary to comply with our rules and regulations and any concerns or comments we receive from the environmental coordination agencies.

This letter does not provide any permission to begin the construction of your project. **Construction can begin only after written approval has been obtained from the Chief Engineer of this agency.** If you have any questions or comments please contact this office by writing or calling (785) 296-0501.

Notice No.: 2024355

Date of Notice: 12/2/2024

WS No.: CSG-0389-L & LSG-0721-FF

Expiration Date: 1/1/2025

Project Name: English Park Pedestrian Bridge Replacement

Pedestrian bridge replacement and floodway fringe fill in, along, and across a tributary to the Arkansas River at a location in the NE 1/4 of the SE 1/4 of the NW 1/4 of Section 32, Township 29 South, Range 2 East, Sedgwick County, Kansas.

ECA Listing:

<https://www.agriculture.ks.gov/divisions-programs/division-of-water-resources/water-structures/environmental-coordination-act/notice-index-page>

Chris R. Warren

Water Structure Program- Permits Team

Kansas Dept of Agriculture

Division of Water Resources

1131 SW Winding Rd Ste 400

Topeka KS 66615

(785) 296-0501

NEW E-MAIL ADDRESS: chris.warren@ks.gov

<https://www.agriculture.ks.gov/divisions-programs/division-of-water-resources/water-structures/stream-and-floodplain-permits>

Our applications have changed. Please visit our website to obtain them for new projects at:

<https://www.agriculture.ks.gov/divisions-programs/division-of-water-resources/water-structures/stream-and-floodplain-permits#SOCCForms>

From: [Scott Satterthwaite \[KDHE\]](#)
To: [Warren, Chris \[KDA\]](#)
Cc: [KDHE SCDO Administrators](#); [Larry Hook \[KDHE\]](#); [Kansas State, Regulatory](#)
Subject: RE: ECA# 2024355 KSWQS WQC City of Mulvane Jacob Coy pedestrian bridge replace Inlong trib to Ark River SU.
Date: Tuesday, December 17, 2024 2:59:56 PM
Attachments: [ECA 2024355 KSWQS WQC City of Mulvane Jacob Coy pedestrian bridge replace Inlong trib to Ark River SU.doc](#)

Mr. Warren,

KDHE has completed review of the information provided by KDA-DWR. Please find, as KDHE's comments per Water Projects ECA noted below, the attached Kansas Surface Water Quality Standards for Water Quality Certification for the referenced project. Please contact me if you have any questions. Thank you.

Best Regards,
Scott

Be Great, infiltrate...with healthy soils!

.....
Scott L. Satterthwaite
Kansas Department of Health and Environment
Bureau of Environmental Field Services, Watershed Management Section
1000 S.W. Jackson St., Suite 430
Topeka, KS 66612-1367
EMAIL- Scott.Satterthwaite@ks.gov
Phone (785) 296-5573
Mobile (785) 480-9837
FAX- 785-559-4258

From: Warren, Chris [KDA] <Chris.Warren@ks.gov>
Sent: Monday, December 2, 2024 12:57 PM
To: Klein, Andrew <ajklein@ksu.edu>; Environmental Services, KDWP [KDWP] <KDWP.ess@ks.gov>; Kathy Haynes [KCC] <Kathy.Haynes@ks.gov>; KBS (biosurvey@ku.edu) <biosurvey@ku.edu>; KDA DOC Office Assistant <KDA.DOC@ks.gov>; KSHS_Historic Preservation <KSHS.SHPO@ks.gov>; Scott Satterthwaite [KDHE] <Scott.Satterthwaite@ks.gov>
Cc: jcoy@mulvane.us; engineering@yngpa.com; jpile@mulvanekansas.com; Regulatory.kansasstate@usace.army.mil; Lanterman, Jeff [KDA] <Jeff.Lanterman@ks.gov>
Subject: ECA# 2024355

The Water Projects Environmental Coordination Act, K.S.A. 82a-325 to 327, requires this agency to provide seven other agencies in the state government an opportunity to review and comment on your application for a period of not less than 30 days. The environmental coordination process has been initiated, but a thorough review of your project may not yet have been performed. You will be informed of any changes that may be necessary to comply with our rules and regulations and any concerns or comments we receive from the

environmental coordination agencies.

This letter does not provide any permission to begin the construction of your project. Construction can begin only after written approval has been obtained from the Chief Engineer of this agency. If you have any questions or comments please contact this office by writing or calling (785) 296-0501.

Notice No.: 2024355

Date of Notice: 12/2/2024

WS No.: CSG-0389-L & LSG-0721-FF

Expiration Date: 1/1/2025

Project Name: English Park Pedestrian Bridge Replacement

Pedestrian bridge replacement and floodway fringe fill in, along, and across a tributary to the Arkansas River at a location in the NE 1/4 of the SE 1/4 of the NW 1/4 of Section 32, Township 29 South, Range 2 East, Sedgwick County, Kansas.

ECA Listing:

<https://www.agriculture.ks.gov/divisions-programs/division-of-water-resources/water-structures/environmental-coordination-act/notice-index-page>

Chris R. Warren

Water Structure Program- Permits Team

Kansas Dept of Agriculture

Division of Water Resources

1131 SW Winding Rd Ste 400

Topeka KS 66615

(785) 296-0501

NEW E-MAIL ADDRESS: chris.warren@ks.gov

<https://www.agriculture.ks.gov/divisions-programs/division-of-water-resources/water-structures/stream-and-floodplain-permits>

Our applications have changed. Please visit our website to obtain them for new projects at:

<https://www.agriculture.ks.gov/divisions-programs/division-of-water-resources/water-structures/stream-and-floodplain-permits#SOCCForms>

Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 400
Topeka, KS 66612-1367



Phone: 785-296-1535
Fax: 785-559-4264
www.kdheks.gov

Janet Stonek, Secretary

Laura Kelly, Governor

December 17, 2024

Applicant:
City of Mulvane
Jacob Coy
120 S Box Elder Avenue
Mulvane KS 67110

Kansas Surface Water Quality Standards for Water Quality Certification

RE: ECA 2024355: Project: English Park Pedestrian Bridge Replacement In, along, and across a tributary to the Arkansas River at a location in the NE 1/4 of the SE 1/4 of the NW 1/4 of Section 32, Township 29 South, Range 2 East, Sedgwick County, Kansas.

City of Mulvane, Jacob Coy

The Kansas Department of Health and Environment has been notified by the Kansas Department of Agriculture Division of Water Resources of the opportunity to review and comment on the referenced project. Pursuant to KSA 82a-326(a)(4) and (b) of the Environmental Coordination Act, the Kansas Department of Health and Environment has reviewed the proposed project. The project is considered to be a water quality impacting action subject to the provisions of K.A.R. 28-16-28f(b).

This regulation specifies:

"No action identified below shall be taken unless the department has issued a water quality certification for the following action:

- (1) any action requiring a federal license or permit pursuant to the federal clean water act,
- (2) any action subject to the permitting provisions of K.S.A. 65-165,
- (3) any water development project subject to the provisions of K.S.A. 82a-325 et. seq., as amended,
- (4) any action undertaken by any Kansas state agency which in the opinion of the department, has a potential water quality impact."

Please note: A programmatic (blanket) water quality certification (WQC) for KS Section 401 of the Clean Water Act was included with the Clean Water Act Section 404 Nationwide permits which may be issued by the Department of Army Corps of Engineers. However, said WQC does not contain the detail to ensure City of Mulvane, Jacob Coy and all involved in the work, understands the value of water quality and natural resources in the referenced unnamed tributary to the Arkansas River, included in this letter.

Thus, KDHE has reviewed the project information and outcomes and has determined the project has the following potential water pollutant discharge sources:

1. Construction and excavation activities including grading and filling, equipment and materials storage, equipment fueling and maintenance, etc.
2. Significant riparian area disturbance.

Discharges from these sources if not minimized or otherwise controlled may cause violations of the provisions of the Kansas Surface Water Quality Standards (KSWQS) found at K.A.R. 28-16-28 et seq. KDHE has determined the project will impact the referenced unnamed tributary to the Arkansas River not described in the Kansas Surface Water Register (KSWR). However, complying with or implementing the conditions here within this letter minimizes the likelihood water quality complaint from water quality standard violations will occur.

Please note the Kansas Surface Water Quality Standard citations and locations within this document are subject to change without notice. For the most recent version, please see: <https://www.kdhe.ks.gov/1379/Policy-Planning-Standards-Unit>.

The KDHE has determined the project can avoid KS WQS violations and thus conditionally certifies it as City of Mulvane, Jacob Coy, adheres to the following:

- 1) **This certification shall be posted on site through the duration of the project.**
- 2) **KDHE Notification: Permit recipients shall email KDHE at KDHE.NPS@ks.gov when construction starts.**
- 3) **City of Mulvane, Jacob Coy, shall avoid or control the discharge of suspended solids from construction activities so that the project does not cause:**
 - a. Any surface waters of the state within and below the project area to have a public health hazard, nuisance condition or impairments of designed uses [K.A.R. 28-16-28e(b)(1)].
 - b. Any surface waters of the state within and below the project area to contain discarded solid material, including trash, garbage rubbish, offal, grass clippings, discarded building or construction materials, car bodies, tires, wire and other unwanted or discarded materials [K.A.R. 28-16-28e(b)(3)].
 - c. Any surface waters of the state within and below the project to have floating debris, scum, foam, froth and other floating materials directly or indirectly attributable to the project [K.A.R. 28-16-28e(b)(4)].
 - d. Any surface waters of the state within or below the project to have of deposits of sludge or fine solids [K.A.R. 28-16-28e(b)(6)].
 - e. Alteration of the natural appearance of surface waters of the state within or below the project by the addition of color-producing or turbidity-producing substances of artificial origin [K.A.R. 28-16-28e(b)(8)].

- 4) As a part of a larger project, construction activities disturbing one acre or more, not under Section 404 jurisdiction, are subject to National Pollutant Discharge Elimination System (N.P.D.E.S.) stormwater permit requirements. City of Mulvane, Jacob Coy, shall obtain an Authorization to Discharge Under Construction Stormwater Runoff Kansas Water Pollution Control General Permit. For more information they shall contact Mr. Larry Hook, P.E., at 785/296-5549, larry.hook@ks.gov; Bureau of Water Permit and Compliance Section with any questions or visit KDHE's website: <https://www.kdhe.ks.gov/757/Construction-Stormwater-Program>. A Stormwater Pollution Prevention Plan (SWP2) is required by the above-described permit and a copy shall be maintained and available at the site for inspection while also being available for submittal as requested by KDHE BWPC.
- 5) City of Mulvane, Jacob Coy, shall avoid or control the discharge of toxic substances, oil and grease and other fluids from riparian activities, so that the project does not cause:
 - a. Any surface waters of the state within and below the project area to have a public health hazard, nuisance condition or impairments of designed uses [K.A.R. 28-16-28e(b)(1)].
 - b. Surface waters of the state within and below the project area to have toxic substances, radioactive isotopes, and infectious microorganisms in concentrations or in combinations that jeopardize the public health or the survival or well-being of livestock, domestic animals, terrestrial wildlife or aquatic or semi-aquatic life [K.A.R. 28-16-28e(b)(2)].
 - c. Any surface waters of the state within and below the project area to have a visible oil and grease film or sheen on the water surface or on submerged substrate or adjoining shorelines, nor have a sludge or emulsion deposit below the water surface of adjoining shorelines [K.A.R. 28-16-28e(b)(5)].
 - d. Any surface waters of the state within and below the project to contain taste and odor producing substances at concentrations which interfere with the production of potable water by conventional water treatment processes, impart an unpalatable flavor to edible aquatic or semi-aquatic life or terrestrial wildlife or that result in noticeable odors in the vicinity [K.A.R. 28-16-28e(b)(7)].
- 6) City of Mulvane, Jacob Coy, shall avoid or control the discharge of plant nutrients from fertilizer application or restorative vegetative treatment so that the project does not cause:
 - a. Any surface waters of the state within and below the project area to have a public health hazard, nuisance condition or impairments of designed uses [K.A.R. 28-16-28e(b)(1)].
 - b. Surface waters of the state within and below the project area to have toxic substances, radioactive isotopes, and infectious microorganisms in concentrations or in combinations that jeopardize the public health or the survival or well-being of livestock, domestic animals, terrestrial wildlife or aquatic or semi-aquatic life [K.A.R. 28-16-28e(b)(2)].
 - c. Any surface waters of the state within and below the project area to have a visible oil and grease film or sheen on the water surface or on submerged substrate or adjoining shorelines, nor have a sludge or emulsion deposit below the water surface of adjoining shorelines [K.A.R. 28-16-28e(b)(5)].

- 7) City of Mulvane, Jacob Coy, shall prepare a written project water quality protection plan (PWQPP) to address conditions 3. through 6. above:
- a. If one or more acres are disturbed the Stormwater Pollution Prevention (SWP2) Plan per Condition 4. will suffice as the PWQPP. It should be kept on site through the duration of the project.
 - b. This SWP2 should include the following BMPs to further protect the referenced unnamed tributary to the Arkansas River.
 - i. Fertilizer application and riparian areas: Fertilizer application for temporary erosion control on the construction site shall be done in a manner that does not allow it to leave the treated area.
 - ii. Erosion and sediment control: Maintain practices to minimize or avoid soil loss and sedimentation.
 - iii. Solid Waste: All waste materials produced by the construction project shall be disposed of in accordance with the provisions of the Kansas solid waste management statutes and regulations (K.S.A. 65-3401 and K.A.R. 28-29-1 et. seq.) or applicable local rules. Good housekeeping including personal refuse such as food containers, sacks etc. shall also be addressed.
 - iv. Floating Debris: The applicant shall take appropriate measures to capture any floating debris released to surface waters as a result of this project.
 - v. Concrete wash water or excess grout shall be disposed of in a manner that does not allow a discharge to the waters of the state.
 - vi. Fuels, Chemicals and Maintenance Areas: All fuels and chemicals necessary to complete the project shall be stored in such a manner that accidental spillage is minimized or can be temporarily contained before reaching the water body. Equipment maintenance areas shall also be located in this manner.
 - vii. Spills: Should a spill of fuel or discharge of pollutants occur the local emergency staff should be contacted first by dialing 911. The Kansas Department of Health and Environment shall then be notified immediately: (785) 291-3333-Option 1 for response. Hazardous materials spills and air releases that meet federal reportable quantities must also be reported to Kansas Division of Emergency Management: (785) 291-3333- Option 2. (24 hours a day.) These incidences should also be reported to the National Spill Response Center at 1-800-424-8802. A Spill Prevention and Response Plan should be prepared.
- 8) This certification does not relieve City of Mulvane, Jacob Coy, of their responsibility for any discharge into waters of the state. The Kansas Department of Health and Environment retains the option of revoking or revising this certification any time an inappropriate discharge may occur. As provided by K.S.A. 65-171(f), failure to comply with the conditions of this certification may subject the responsible party to fines up to \$10,000 per violation with each day the violation occurs constituting a separate violation.

City of Mulvane-Jacob Coy (ECA 2024355)
December 17, 2024
Page 5 of 5

9) If City of Mulvane, Jacob Coy, believes complying with the conditions of this water quality certification will be economically unfeasible, they can seek a variance. Entities or persons seeking a variance from any of the requirements indicated above shall submit to the secretary, in writing, a request for the variance and shall provide information and data relevant to the variance request for KDHE's review and consideration for approval while adhering to WQS (KAR 28-16-28b to 28-16-28h).

Finally, questions concerning this certification may be directed to Mr. Scott Satterthwaite, 785-296-5573 or by email to: Scott.Satterthwaite@ks.gov.

Sincerely,



Scott L. Satterthwaite, M.S.
Environmental Specialist, KDHE B.E.F.S

ECc: KDHE: SCDO, Hook
KDA-DWR: Warren
Regulatory.kansasstate@usace.army.mil



Kansas Forest Service Policy for Environmental Coordination Act Permits

Under the Water Projects Environmental Coordination Act, the Kansas Forest Service (KFS) is responsible for reviewing permit applications from the Kansas Department of Agriculture, Division of Water Resources to determine if projects adversely affect critical forest resources.

Due to the large volume of permits we are unable to review them all. For this reason we request the Division of Water Resources to share this document with all people applying for ECA

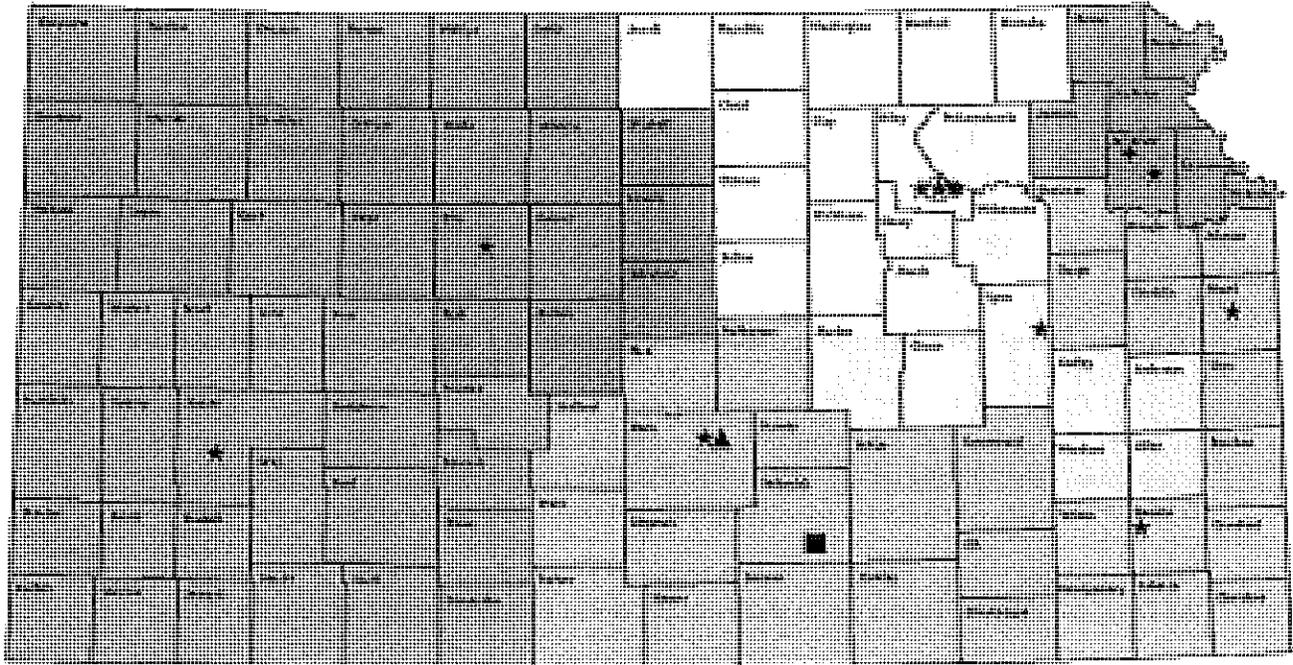
There is 2.2 million acres of forestland in Kansas and a significant percent is riparian forest that borders streams and rivers providing important water quality, soil conservation, wildlife habitat, recreational and wood product benefits to the people of Kansas.

Each year we lose a million acres of forestland to development in the United States (Ralph Alig, USDA FS Pacific NW Research Station). This generally occurs in small patches which often seem insignificant, but collectively degrades our quality of life.

If your project contributes to the conversion of forestland to another land use that exceeds an acre in size, the Kansas Forest Service requests that you consider mitigating the damage by planting at least 435 native trees per acre on a site of similar ecological value.

Kansas Forest Service foresters are available to assist with preparing tree planting plans at no charge and can also advise on financial incentives programs to help cover project expenses. Foresters contact information may be found on the back of this sheet. You are also invited to check out the KFS web site (www.kansasforests.org) for additional information.

Kansas Forest Service - State and District Offices



- ★ **STATE OFFICE PERSONNEL:**
 Kansas Forest Service
 2610 Claflin Road
 Manhattan, KS 66502
 785-532-3300; Fax: 785-532-3305
 Larry Biles - State Forester
 Bob Atchison - Rural Forestry Coordinator
 Jarran Tindle - Water Quality Forester
 Darcl Paul - GIS Specialist
 Mark Haller - Conservation Specialist
 Ryan Armbrust - Forest Health/Conservation Forester
 Aaron Yoder - Agricultural Technician
 Jason Hartman - Fire Protection Specialist
 Ross Hauck - Fire Management Coordinator
 Eric Ward - Excess Property Manager
 Jennifer Williams - Communications Coordinator
 Annie Cummings - Conservation Program Associate
 Kylie Rethman - Administrative Specialist
 Aimee Hawkes - Accountant
 Bob Duncan - Equipment Mechanic Specialist
 Terry Fleming - Equipment Mechanic
- ▲ **STATEWIDE**
 Fire Training Specialist
 Rodney Redinger
 3211 East 4th
 Hutchinson, KS 67501
 620-728-4464
 rodney2@ksu.edu
- ✚ **STATEWIDE**
 Marketing and Utilization Forester
 David Bruton
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 Valley Falls, KS 66088
 785-945-6147
 dbruton@ksu.edu
- **STATEWIDE**
 Watershed Forester
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 kbomberg@ksu.edu
- Community District Forester
 Community Forestry Coordinator
 Tim McDonnell
 1901 E. 95th Street South
 Haysville, KS 67060
 316-788-0492, ext 202
 tmcdonne@ksu.edu



Updated: 9/1/2017

6425 SW 6th Avenue
Topeka, KS 66615



phone: 785-272-8681
fax: 785-272-8682
cultural_resources@kshs.org

Kansas Historical Society

Jeanie Chlon, Executive Director

MEMORANDUM

To: ECA Permit Applicant
From: Kansas State Historical Society
Bob Hoard, State Archeologist
Re: Historic and Prehistoric Cultural Resources

Because of time and budget constraints, the Kansas State Historical Society has elected to waive review of permit applications under the Water Projects Environmental Coordination Act (KSA-82a-325 *et seq.*). However, digging, grading, and other types of construction activities may reveal the presence of buried historic and/or prehistoric archeological sites or artifacts within your project area. If archeological materials are encountered during construction, please contact me at 785-272-8681 ext. 269 or by email at rheard@kshs.org and do not further disturb the site. If the materials appear to be significant, we may ask for the opportunity to document or salvage the.

In the event human burials or remains are encountered, the Kansas Unmarked Burial Sites Preservation Act (KSA 75-2741 through 75-2754) requires the finder to immediately report these discoveries to the local law enforcement agency. If the remains are not the result of criminal activity, their fate will be determined by the Unmarked Burial Sites Preservation Board. Encountering an unmarked burial does not necessarily stop a project. Discussion with the Board may lead to modification of the project, and in some cases the burial is removed and the project allowed to proceed. Human burials and associated artifacts must not be further disturbed after their discovery, until law enforcement officials or the Unmarked Burial Sites Preservation Board has determined the appropriate action. The Unmarked Burial Sites Preservation Act provides substantial penalties for intentionally disturbing human burials and grave goods, whether located on public or private property. If you find a bone that you suspect may be human, leave it where it is and get expert help to identify it. The county coroner, a medical doctor, or an archeologist can help.

What to Look For

Archeological sites from the historic and prehistoric periods may be buried. Prehistoric sites can be recognized by the presence of discolored earth, bones, stone tools (arrow heads, knives, scrapers), stone flakes (thin, sharp edged pieces of stone produced when making chipped stone tools), burned stones, and pieces of coarse, unglazed pottery. Stone flakes are the most commonly found artifact.

Historic period sites can be recognized by the presence of stone, brick, or concrete foundation walls, or concentrations of these materials. Many of the items used in historic times are similar to those used today. Bottles, cups, tin cans, buckets, hand tools, glass fragments, and other items can be easily recognized. If you are unsure of the significance of what you have found, contact my office.

Thank you for assisting in preserving the archeological heritage of Kansas.

These actions do not constitute compliance with Section 106 of the National Historic Preservation Act. If this project receives federal funding, licensing, permitting or assistance you must contact the State Historic Preservation Office (785-272-8681 ext. 240) prior to construction for a review of the undertaking under federal law.

2025 RATE SCHEDULE A**



| <u>TITLE</u> | <u>HOURLY RATE *</u> |
|--|----------------------|
| Principal Engineer | \$250 |
| Senior Project Manager | \$225 |
| Project Manager | \$200 |
| Senior Engineer II..... | \$225 |
| Senior Engineer I..... | \$200 |
| Project Engineer | \$175 |
| Senior Landscape Architect..... | \$180 |
| Landscape Architect | \$130 |
| Senior Planner | \$175 |
| Planner..... | \$155 |
| Design Engineer | \$145 |
| Senior Piping Designer..... | \$160 |
| Piping Designer | \$125 |
| Senior Technician | \$150 |
| Design Technician | \$115 |
| Senior Commissioning Agent..... | \$160 |
| Commissioning Agent | \$135 |
| GIS Specialist | \$150 |
| GIS Analyst | \$120 |
| Project Coordinator..... | \$100 |
| Project Assistant | \$90 |
| Senior Field Project Manager | \$200 |
| Field Project Manager | \$155 |
| Senior Inspector..... | \$160 |
| Inspector | \$125 |
| Senior Field Technician..... | \$105 |
| Field Technician | \$85 |
| Senior Driller | \$130 |
| Driller | \$95 |
| Land Surveyor | \$140 |
| Crew Chief..... | \$120 |
| Survey Technician | \$100 |
| *Premium time for all non-salaried personnel or as noted in the contract | 1.5 multiplier |

REIMBURSABLES:

| | |
|--|---------------|
| Infrared Camera..... | \$50/Hour |
| Structural Testing Equipment..... | \$50/Hour |
| Subconsultants..... | Cost plus 10% |
| Vehicle Mileage..... | IRS Rate/Mile |
| Truck Mileage | \$0.75/Mile |
| ATV | \$20/Hour |
| GPS..... | \$50/Hour |
| 3D Laser Scanner..... | \$150/Hour |
| Robotic Total Station..... | \$50/Hour |
| UAS..... | \$150/Hour |
| Mobile Lidar Unit..... | \$4,000/Day |
| Drill Rig Use..... | \$75/Hour |
| Concrete Testing Equipment | \$10/Each |
| Nuclear Gauge Equipment..... | \$20/Each |
| Compressive Strength of Cylinders..... | \$15/Each |
| Ultra Sonic Testing Equipment | \$50/Each |
| Semi-Trailer Mileage..... | \$3/Mile |
| Other Reimbursables | Cost plus 10% |

**The rates shown above are effective for services through December 31, 2025 and are subject to revision thereafter.

**CITY COUNCIL MEETING
MULVANE, KANSAS
April 7, 2024**

TO: Mayor and City Council
SUBJECT: Emerald Valley Estates 2nd Addition Infrastructure
FROM: City Engineer - Young & Associates, PA
AGENDA: ACTION ITEM – Construction Bids for Street Improvements

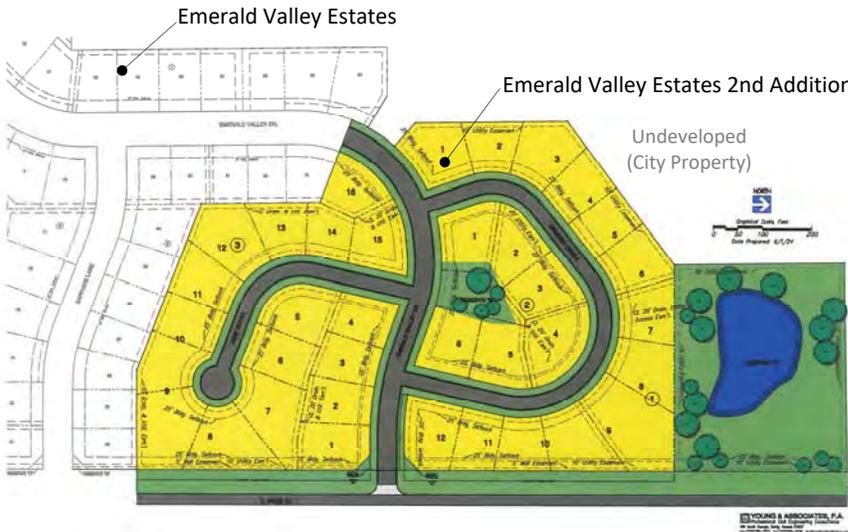
Background:

On May 20th, 2024 the City Council approved plat dedications for Emerald Valley Estates 2nd Addition. This re-plat of Phases 3 and 4, Emerald Valley Estates created 36 lots, open space reserves and a detention pond reserve. Grading and utility improvements including detention pond, storm sewers, sanitary sewers and water lines to serve the development are near completion. Remaining infrastructure includes water line construction, misc. site grading, streets and site restoration.

Analysis:

Street improvements for Emerald Valley Estates 2nd Addition include the extension of Emerald Valley Dr. and connection to Webb Rd. Other streets include Jade Ct. and Diamond Cir.

Design plans for street improvements were completed in early March of 2025 and advertised to local street contractors on March 10th. Construction bids were received at City Hall on April 2, 2025. Following is a summary of the bids received:



| | Engineer’s Estimate | Pearson Const., LLC | Conspc, Inc., (Kansas Paving) | APAC Kansas, Inc. |
|----------------------------|---------------------|---------------------|-------------------------------|-------------------|
| Street Improvements | \$347,640.65 | \$379,969.30 | \$384,382.40 | \$411,573.28 |

Following is an updated timeline for infrastructure to serve the Emerald Valley Estates 2nd Addition:

- Complete grading and utility improvements (per NTP)..... June 2, 2025
- Complete street design plans, advertise for bids..... March 10
- Bid streets improvements..... April 2nd
- Approve street construction agreement and initiate construction..... May 5th
- Complete street construction..... June 30, 2025

Financial Considerations:

All project costs for street improvements are paid 100% by the development through special assessment property taxes. Cost opinions for street construction were estimated in the original petitions at \$341,622. Updating the petition estimate by 1% per month (from July 1, 2024 to April 1, 2025) totals \$372,368.

Legal Considerations:

Per City Attorney.

Recommendation/Action:

City staff recommends accepting the low bid submitted by Pearson Construction, LLC and approving a Notice of Award as outlined in the following sample motion:

Sample Motion:

I move the City accept the bid submitted by Pearson Construction, LLC in the amount of \$379,969.30 for Street Improvements to serve Emerald Valley Estates 2nd Addition, and authorize the issuance of a Notice of Award.

Tabulation of Bids

Bid Date: April 3, 2025

Street Improvements to serve,
Emerald Valley Estates 2nd Addition
Mulvane, Sedgwick County, Kansas

| Street Improvements | | | | Engineer's Estimate | | Pearson Construction, LLC | | Conspec Inc., dba Kansas Pvg | | Apac-Kansas | |
|---------------------------|---|------------------|-------|---------------------|---------------|---------------------------|---------------|------------------------------|---------------|-------------|---------------|
| Item No. | Description | Approx. Quantity | Units | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 1. | 5" AC Pavement | 7,106.7 | SY | \$ 20.50 | \$ 145,687.35 | \$ 24.00 | \$ 170,560.80 | \$ 22.00 | \$ 156,347.40 | \$ 22.50 | \$ 159,900.75 |
| 2. | 5" Rein. Crushed Rock Sub-Grade | 8,903.9 | SY | 8.50 | 75,683.15 | 8.00 | 71,231.20 | 9.00 | 80,135.10 | 10.25 | 91,264.98 |
| 3. | 8" Rein. Crushed Rock Sub-Grade | 257.2 | SY | 12.00 | 3,086.40 | 12.00 | 3,086.40 | 12.00 | 3,086.40 | 18.00 | 4,629.60 |
| 4. | 2'-6" Conc. Curb & Gutter, 6" Standard | 136.3 | LF | 15.00 | 2,044.50 | 26.00 | 3,543.80 | 20.00 | 2,726.00 | 27.00 | 3,680.10 |
| 5. | 2'-6" Conc. Curb & Gutter, 3-5/8" Roll-Back | 4,364.5 | LF | 9.50 | 41,462.75 | 13.00 | 56,738.50 | 10.00 | 43,645.00 | 13.50 | 58,920.75 |
| 6. | 7" Rein. Concrete Valley Gutter | 241.7 | SY | 65.00 | 15,710.50 | 70.00 | 16,919.00 | 75.00 | 18,127.50 | 75.00 | 18,127.50 |
| 7. | Earthwork | 1.0 | LS | 4,500.00 | 4,500.00 | 12,000.00 | 12,000.00 | 5,000.00 | 5,000.00 | 8,500.00 | 8,500.00 |
| 8. | Existing AC Pavement Removal | 20.0 | 5Y | 20.00 | 400.00 | 30.00 | 600.00 | 50.00 | 1,000.00 | 53.00 | 1,060.00 |
| 9. | Existing Concrete Curb & Gutter Removal | 8.3 | LF | 20.00 | 166.00 | 12.00 | 99.60 | 50.00 | 415.00 | 12.00 | 99.60 |
| 10. | Type 1A Curb Inlet Hookups | 8 | EA | 750.00 | 6,000.00 | 650.00 | 5,200.00 | 750.00 | 6,000.00 | 450.00 | 3,600.00 |
| 11. | Street Signs | 8 | EA | 600.00 | 4,800.00 | 725.00 | 5,800.00 | 725.00 | 5,800.00 | 725.00 | 5,800.00 |
| 12. | HC Ramps | 6 | EA | 850.00 | 5,100.00 | 1,050.00 | 6,300.00 | 500.00 | 3,000.00 | 850.00 | 5,100.00 |
| 13. | Seeding and Erosion control BMP's | 1 | LS | 8,000.00 | 8,000.00 | 9,890.00 | 9,890.00 | 4,200.00 | 4,200.00 | 9,890.00 | 9,890.00 |
| 14. | Site Clearing and Restoration | 1 | LS | 35,000.00 | 35,000.00 | 18,000.00 | 18,000.00 | 54,900.00 | 54,900.00 | 41,000.00 | 41,000.00 |
| Total Engineer's Estimate | | | | | \$ 347,640.65 | | | | | | |

| | | | |
|---------------------------------------|---------------|---------------|---------------|
| Total Base Bid | \$ 379,969.30 | \$ 384,382.40 | \$ 411,573.28 |
| Receipt of 5% Bid Bond | yes | yes | yes |
| Acknowledge Receipt of Addendum No. 1 | yes | yes | yes |



NOTICE OF AWARD

Date: April 7, 2025

**TO: Pearson Construction, LLC
2901 N. Mead
Wichita, Kansas, 67219**

**PROJECT: STREET IMPROVEMENTS, TO SERVE EMERALD VALLEY
ESTATES 2ND ADDITION, CITY OF MULVANE, SEDGWICK
COUNTY, KANSAS**

You are notified that your bid dated April 2, 2025 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a Contract for the above PROJECT.

The Contract Price of your Contract is \$379,969.30 (Total Base Bid).

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

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by April 18, 2025.

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

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

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

Dated this ____ day of _____, 2025.

City of Mulvane, Kansas
OWNER

By: _____
Austin St. John
City Administrator

ACCEPTANCE OF AWARD

CONTRACTOR

By: _____

Title: _____

Date: _____

CITY COUNCIL MEETING
MULVANE, KANSAS
 April 7, 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 |
|--|--|
| Phase 3 Main A Sanitary Sewer Improvements <i>(Bond Issue funding)</i> | <p><u>Completed to Date:</u> The SS Contractor, Apex Excavating, has initiated Phase 3 SS pipe installations. Prather St. is currently closed to through traffic as Apex works to construct SS across Prather St. and Styx Creek. Apex is planning to begin detouring traffic on Main St. (for Phase 3 SS installation) and on First St. (for pavement repairs) the week of April 14th. This work should be completed and streets opened on May 2nd. Traffic detour plans for Bridge St. (Phase 2 pavement repairs) are being submitted for KDOT permit approval.</p> <p><u>Remaining Work:</u> Complete SS installations, including warranty work on First St. and Bridge St. (pavement repair).</p> <p><u>Contract Status:</u> Apex Excavating’s current contract amount is \$1,187,155.00.</p> |
| Phase 1 Harvest Point Addition Infrastructure <i>(Municipal Bonds)</i> | <p><u>Completed to Date:</u> The Street Contractor, Kansas Paving, has completed sub-grade preparation and is working on curb & gutter installations.</p> <p><u>Remaining Work:</u> McCullough is working on punch-list items including seeding and erosion control. Initiate street construction. Complete street sub-grade preparation and begin asphalt paving.</p> <p><u>Contract Status:</u> (no change) McCullough Excavation’s current contract amount is \$1,672,980.25. Pay Application No. 7 was submitted on 1/31/25 in the amount \$29,627.46 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> |
| Emerald Valley Estates 2nd Addition Infrastructure <i>(Municipal Bonds)</i> | <p><u>Completed to Date:</u> The Grading and Utility Contractor, McCullough Excavation, is finishing up the Mass Grading and Detention Pond work. Sanitary sewer and storm sewer installations are complete and the Contractor is currently working on water lines. Final street plans were distributed to prospective street contractors on 3/10/25 and is scheduled to bid on 4/3/25. See attached memo.</p> <p><u>Remaining Work:</u> Complete sanitary sewer testing and initiate water and storm sewer construction, including the installation of BMP’s.</p> <p><u>Contract Status:</u> McCullough Excavation’s current contract amount is \$1,174,970.00. Pay Application No. 3 was submitted on 2/28/25 in the amount \$231,898.32 and represents approx. 46.5% of the total contract amount (less 10% held in retainage). Approx. 52.3% of the work has been completed.</p> |
| English Park Pedestrian Bridge <i>(Special Sales Tax)</i> | <p><u>Completed to Date:</u> On 3/3/25, the City Council approved entering into an agreement with PEC for structural engineering services (see attached memo).</p> <p><u>Remaining Work:</u> Begin structural design development and bid document preparation.</p> <p><u>Contract Status:</u> TBD.</p> |

April 7, 2025

To: Councilmembers

From: Debra Parker, City Clerk

Re: Statement of Substantial Interest Form K.S.A. 75-4302a(b)(5)

Per State Statute, all "Statements of Substantial Interest" forms which you complete when filing for office should be updated on an annual basis between **April 15th and 30th**.

Please review your form on file at the Sedgwick County Election Office.

- > Log into the Sedgwick County Election Office Website
- > Click on Filing & Reports
- > Accept the terms
- > Search by name (This will bring up all of your documents)
- > Select Substantial Interest Form
- > Please review

Should you need to make any changes, please complete the attached form. You can print and bring it to the next meeting or e-mail it back to me. I will submit the new form to the election office for you.

If no changes are needed, I will have a form for your signature at the next council meeting.

If you have any questions, please feel free to contact me at 316-777-9510.

Thank you,

Debra Parker, CMC

STATEMENT OF SUBSTANTIAL INTERESTS FOR LOCAL OFFICE

INSTRUCTIONS. This statement must be completed by each person required to do so by K.S.A. 75-4301a. Upon completion, mail or hand deliver your completed statement to the office where you filed your declaration of candidacy. If appointed to fill a vacancy in a local elective office, file this form where your predecessor filed for office.

PLEASE TYPE OR PRINT

A. IDENTIFICATION:

Last Name First Name MI

Spouse's Name

Number & Street Name, Apartment Number, Rural Route, or P.O. Box Number

City, State, Zip Code

Home Phone

Business Phone

B. OFFICE SOUGHT, HELD OR APPOINTED TO:

List Name of Office

Position

District

CONTINUED ON NEXT PAGE

Date received (Official use only)

- C. OWNERSHIP INTERESTS:** List any corporation, partnership, proprietorship, trust, joint venture and every other business interest, including land used for income, and specific stocks, mutual funds or retirement accounts in which either you or your spouse has owned within the preceding 12 months a legal or equitable interest exceeding \$5,000 or 5%, whichever is less. Please attach additional pages if necessary to complete this section.

If you have nothing to report in Section "C", check here ____.

| | BUSINESS NAME AND ADDRESS | TYPE OF BUSINESS | DESCRIPTION OF INTERESTS HELD | HELD BY WHOM |
|-----|---------------------------|------------------|-------------------------------|--------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |

- D. GIFTS IN THE FORM OF GOODS OR SERVICES:** List any person, business or combination of businesses from which you or your spouse either individually or collectively, have received in the preceding 12 months, without reasonable and valuable consideration, goods or services having an aggregate value of \$500 or more.

If you have nothing to report in Section "D", check here ____.

| | NAME OF PERSON OR BUSINESS FROM WHOM GIFT RECEIVED | ADDRESS | RECEIVED BY: |
|----|--|---------|--------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |

E. RECEIPT OF COMPENSATION: List all places of employment in the last calendar year, and any other businesses from which you or your spouse received \$2,000 or more in compensation (salary, thing of value, or economic benefit conferred on you or your spouse in return for services rendered, or to be rendered), which was reportable as taxable income on your federal income tax returns.

1. YOUR PLACE(S) OF EMPLOYMENT OR OTHER BUSINESS IN THE PRECEDING CALENDAR YEAR.

If you have nothing to report in Section "E"1, check here ____.

| | NAME OF BUSINESS | | ADDRESS | TYPE OF BUSINESS |
|----|------------------|--|---------|------------------|
| 1. | | | | |
| 2. | | | | |

2. SPOUSE'S PLACE(S) OF EMPLOYMENT OR OTHER BUSINESS IN THE PRECEDING CALENDAR YEAR.

If you have nothing to report in Section "E"2, check here ____.

| | NAME OF BUSINESS | | ADDRESS | TYPE OF BUSINESS |
|----|------------------|--|---------|------------------|
| 1. | | | | |
| 2. | | | | |

F. OFFICER OR DIRECTOR OF AN ORGANIZATION OR BUSINESS: List any organization or business in which you or your spouse hold a position as officer, director, associate, partner or proprietor at the time of filing, irrespective of the amount of compensation received for holding such position. Please insert additional pages if necessary to complete this section.

If you have nothing to report in Section "F", check here ____.

| | BUSINESS NAME AND ADDRESS | | POSITION HELD | HELD BY WHOM |
|----|---------------------------|--|---------------|--------------|
| 1. | | | | |
| | | | | |
| 2. | | | | |
| | | | | |
| 3. | | | | |
| | | | | |
| 4. | | | | |
| | | | | |
| 5. | | | | |
| | | | | |

G. RECEIPT OF FEES AND COMMISSIONS: List each client or customer who paid fees or commissions to a business or combination of businesses from which fees or commissions you or your spouse received an aggregate of \$2,000 or more in the preceding calendar year. *The phrase "client or customer" relates only to businesses or the combination of businesses.* In the case of a partnership, it is the partner's proportionate share of the business, and hence of the fee, which is significant, without regard to the expenses of the partnership. An individual who receives a salary as opposed to portions of fees or commissions is generally not required to report under this provision. Please insert additional pages if necessary to complete this section.

If you have nothing to report in Section "G", check here ____.

| | NAME OF CLIENT / CUSTOMER | ADDRESS | RECEIVED BY |
|-----|---------------------------|---------|-------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |
| 12. | | | |

H. DECLARATION:

I, _____, declare that this statement of substantial interests (including any accompanying pages and statements) has been examined by me and to the best of my knowledge and belief is a true, correct and complete statement of all of my substantial interests and other matters required by law. I understand that the intentional failure to file this statement as required by law or intentionally filing a false statement is a class B misdemeanor.

Date

Signature of Person Making Statement

NUMBER OF ADDITIONAL PAGES ____.

City of Mulvane Utility Bills

Due: 4/05/25

| | | | 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 | \$ | 700.48 | | | | | | | | | | | \$ 350.24 | \$ 350.24 | | | \$ 700.48 | |
| Splash Park- 105 W. Main | 04-0720-00 | \$ | 728.30 | | | | | | | | | | \$ 728.30 | | | | | \$ 728.30 | |
| Band Shell - 117 E. Main | 04-8770-01 | \$ | 33.12 | | | | | | | | | \$ 33.12 | | | | | | \$ 33.12 | |
| Main St. Park - 117 E. Main | 04-8780-01 | \$ | 1.25 | | | | | | | | | \$ 1.25 | | | | | | \$ 1.25 | |
| Pix Center - 101 E Main | 04-8800-02 | \$ | 175.48 | | | | | | | | | \$ 175.48 | | | | | | \$ 175.48 | |
| Public Works Building - 410 W. Bridge | 05-0001-02 | \$ | 2,816.92 | \$ 352.12 | \$ 352.12 | \$ 704.23 | | | | \$ 1,408.46 | | | | | | | | \$ 2,816.92 | |
| Public Works Building #2 - 410 W Bridge | 05-0002-00 | \$ | 946.38 | | | | | | | \$ 946.38 | | | | | | | | \$ 946.38 | |
| Water Pump #3 - 211 N. Second | 05-0005-02 | \$ | 1.25 | | | \$ 1.25 | | | | | | | | | | | | \$ 1.25 | |
| Maintenance Shop - 124 Boxelder | 05-0015-02 | \$ | 734.74 | \$ 73.47 | \$ 73.47 | \$ 73.47 | \$ 73.47 | \$ 73.47 | \$ 73.47 | | | | | | | | | \$ 734.74 | |
| Utility Shop - 120 Boxelder | 05-0025-02 | \$ | 1,515.53 | \$ 252.59 | \$ 252.59 | \$ 505.18 | \$ 252.59 | \$ 252.59 | | \$ 367.37 | | | | | | | | \$ 1,515.53 | |
| Lift Station - 0 Industrial Dr. | 05-0070-02 | \$ | 9.48 | | | | \$ 9.48 | | | | | | | | | | | \$ 9.48 | |
| Sewage Disposal Plant - 1441 N. Pope Dr. | 05-0098-01 | \$ | 5,174.03 | | | | \$ 5,174.03 | | | | | | | | | | | \$ 5,174.03 | |
| 2011 Sewage Disposal Plant - 1441 N. Pope Dr. | 05-0099-01 | \$ | 6,339.66 | | | | \$ 6,339.66 | | | | | | | | | | | \$ 6,339.66 | |
| Sewer Chemical Injection - 1441 N. Pope Dr. | 05-0101-01 | \$ | 182.75 | | | | \$ 182.75 | | | | | | | | | | | \$ 182.75 | |
| Sewage Disposal Head Works - 1441 N. Pope Dr. | 05-0102-01 | \$ | 1,733.50 | | | | \$ 1,733.50 | | | | | | | | | | | \$ 1,733.50 | |
| Sewer Vehicle Storage - 1441 N. Pope Dr. | 05-0103-01 | \$ | 1,041.32 | | | | \$ 1,041.32 | | | | | | | | | | | \$ 1,041.32 | |
| Water Treatment Plant - 100 N. Oliver | 05-0150-01 | \$ | 1,173.62 | | \$ 1,173.62 | | | | | | | | | | | | | \$ 1,173.62 | |
| Lift Station -1900 N Rock Road - B | 05-0605-01 | \$ | 16.86 | | | | \$ 16.86 | | | | | | | | | | | \$ 16.86 | |
| Water Tower - 1420 N. Rock Road | 05-0770-01 | \$ | 8.18 | | \$ 8.18 | | | | | | | | | | | | | \$ 8.18 | |
| E.S. & Police - 1420 N. Rock Road | 05-0772-01 | \$ | 7.10 | | | | | | \$ 3.55 | | | | | \$ 1.78 | \$ 1.78 | | | \$ 7.10 | |
| 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 | \$ | 625.03 | | | | | | | | \$ 625.03 | | | | | | | \$ 625.03 | |
| Sports Complex - 955 E. 111th St. So. | 05-0910-01 | \$ | 5.37 | | | | | | | | \$ 5.37 | | | | | | | \$ 5.37 | |
| Swimming Pool - 990 E. 111th St. So. | 05-0915-01 | \$ | 187.00 | | | | | | | | | | | | | | \$ 187.00 | \$ 187.00 | |
| Water Reservoir - 9903 E. 111th St. So. | 05-0950-01 | \$ | 946.38 | | \$ 946.38 | | | | | | | | | | | | | \$ 946.38 | |
| Dog Shelter - 9903 E. 111th St. So. | 05-0960-01 | \$ | 24.32 | | | | | | \$ 24.32 | | | | | | | | | \$ 24.32 | |
| City Building - 211 N. Second | 06-9955-01 | \$ | 826.95 | | | | | \$ 826.95 | | | | | | | | | | \$ 826.95 | |
| City Building - 211 1/2 N. Second | 06-9960-01 | \$ | 46.17 | | | | | \$ 46.17 | | | | | | | | | | \$ 46.17 | |
| Parks Department - 507 N. First | 12-7500-02 | \$ | 22.25 | | | | | | | | | \$ 22.25 | | | | | | \$ 22.25 | |
| Parks Department - 507 N. First | 12-7550-02 | \$ | 70.13 | | | | | | | | | \$ 70.13 | | | | | | \$ 70.13 | |
| Parks Department - 507 N. First | 12-7600-01 | \$ | 66.98 | | | | | | | | | \$ 66.98 | | | | | | \$ 66.98 | |
| SW Lift - 0 Rockwood/Circle Dr. | 15-7950-01 | \$ | 206.75 | | | | \$ 206.75 | | | | | | | | | | | \$ 206.75 | |
| Lift Station - 0 Trail Dr. | 16-7975-01 | \$ | 26.93 | | | | \$ 26.93 | | | | | | | | | | | \$ 26.93 | |
| Ambulance #2 - 911 Kansas Star Dr. | 25-4040-01 | \$ | 36.20 | | | | | | | | | | | | | \$ 36.20 | | \$ 36.20 | |
| Police Department-420 E Main | 01-1680-04 | \$ | 36.20 | | | | | | \$ 36.20 | | | | | | | | | \$ 36.20 | |
| Police Department-410 E Main | 01-1690-07 | \$ | 642.22 | | | | | | \$ 642.22 | | | | | | | | | \$ 642.22 | |
| | | \$ | 27,110.08 | \$ 679.43 | \$ 678.18 | \$ \$3,412.31 | \$ \$14,614.57 | \$ 768.83 | \$ 873.12 | \$ 706.29 | \$ \$2,722.21 | \$ \$630.40 | \$ \$369.21 | \$ 728.30 | \$ \$352.02 | \$ \$352.02 | \$ \$36.20 | \$ \$187.00 | \$ \$27,110.08 |

| | | |
|------------|----|------------------|
| 101-01-511 | \$ | 873.12 |
| 101-02-511 | \$ | 3,721.82 |
| 101-03-511 | \$ | 352.02 |
| 101-04-511 | \$ | 706.29 |
| 101-18-511 | \$ | 388.22 |
| 219-00-617 | \$ | 728.30 |
| 220-00-511 | \$ | 187.00 |
| 511-09-511 | \$ | 679.43 |
| 511-10-511 | \$ | 678.18 |
| 512-13-511 | \$ | 3,412.31 |
| 513-11-511 | \$ | 14,614.57 |
| 513-12-511 | \$ | 768.83 |
| | \$ | 27,110.08 |

CITY COUNCIL MEETING
April 7th, 2025

TO: Mayor and City Council

SUBJECT: Purchase of Ferric Chloride and Sodium Hydroxide.

FROM: Wastewater Supervisor

AGENDA: Purchase of Sodium Hydroxide and Ferric Chloride from Brenntag

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

Due to the scarce availability of supplies and the increase cost of transportation, the price of these chemicals has increased substantially.

After obtaining approval from the City Administrator to place this purchase on the consent agenda, ordered the chemicals at a cost of \$38,000.00. This would purchase one load of caustic soda and one load of ferric chloride to be split between the two sites.

Legal Considerations: Per City Attorney.

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

Recommendations/Action: A motion to approve the purchase of 45,000 lbs. of ferric chloride for \$19,000.00 and 45,000 lbs. of sodium hydroxide for \$19,000.00 at a total cost of \$38,000.00. This price includes insurance surcharge and fuel cost. Load may vary slightly but is charged by the pounds delivered.

Submitted by

Brian Bradshaw



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

PO# 083411

To: City of Mulvane, C # 614299
 Attn: Brian Bradshaw
 From: Darren Cox
 CC: Elizabeth Harrington
 Date: March 13, 2025
 Subject: Quote for the Wastewater Plant

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

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

| Product Name | Product Code | Container | Price | Price / Pkg | Item Total |
|-------------------------------|--------------|-------------|------------|----------------------|--|
| Ferric Chloride 38-42% NSF | 223630 | 21,500 lbs. | \$0.41/lb. | \$8,815.00 | \$8,815.00 |
| | | 30,000 lbs. | | \$12,300.00 | \$12,300.00 |
| | | 45,000 lbs. | | 16,635.00 | 16,635.00 |
| Tax | | | | | \$0.00 |
| Transportation Charge | | | | | \$250.00 |
| MOS | | | | | \$0.00 |
| Total | | | | | 19,400.00 19,400.00 19,400.00 |

19,000

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

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

Thanks,

Darren Cox
 Account Executive
 Brenntag Southwest, Inc.

*Received
 BS
 3-13-25*



Brenntag Southwest, Inc.
1520 N Barwise
Wichita, KS 67214

To: City of Mulvane, C # 614299
 Attn: Brian Bradshaw
 From: Darren Cox
 CC: Elizabeth Harrington
 Date: March 13, 2025
 Subject: Quote for the Wastewater Plant

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

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

| Product Name | Product Code | Container | Price | Price / Pkg | Item Total |
|-------------------------------|--------------|-------------|------------|------------------------|--|
| Caustic Soda 30% Diaphragm | 279149 | 21,500 lbs. | \$0.41/lb. | \$8,815.00 | \$8,815.00 |
| | | 30,000 lbs. | | \$12,300.00 | \$12,300.00 |
| | | 45,000 lbs. | | \$14,150.00 | \$14,150.00 |
| Tax | | | | | \$0.00 |
| Transportation Charge | | | | | \$250.00 |
| MOS | | | | | \$0.00 |
| | | | | | |
| Total | | | | | \$21,465.00 \$21,465.00 \$21,465.00 |

19,000
36,000

Pricing includes delivery. Caustic Soda 30% Diaphragm - 22,000 lbs. is an approximate 2000-gallon Load. Load may vary slightly but is charged by the pounds delivered. Weight per gallon is 11.11 Lbs.

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

Thanks,

Darren Cox
 Account Executive
 Brenntag Southwest, Inc.

*Received
 BT
 3-13-25*