

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Monday, June 17, 2024

Call Regular Meeting to Order
Roll Call
Pledge of Allegiance
Approval of Regular Meeting Minutes dated June 3, 2024 **2-6**
Correspondence
Public Comments (State Name and Address – 5 minutes)
Appointments, Awards and Citations

OLD BUSINESS:

NEW BUSINESS:

1. Request to Waive/Reduce Fireworks Stand Permit Fee &
Request for Temporary Zoning Permit – First Baptist Church – Nathan Wells **7-10**
2. Agreement from RDG Planning & Design for the Comprehensive Plan – Joel Pile **11-21**
3. Emerald Valley Addition – J. T. Klaus **22-23**
Accept Petitions and Developer’s Agreement **24-58**
Resolution of Advisability and Work Ordinance **59-73**
4. Municipal Advisor Agreement **74-83**
5. Engineering and Oversight Agreement for Emerald Valley Estates 2nd Addition – Chris Young **84-89**

ENGINEER:

1. Project Review and Update – Chris Young **90**

CITY STAFF:

City Clerk
City Administrator
1. Financial Statement for May **91**
City Attorney

CONSENT AGENDA: **92-103**

1. Payroll Dated 6/7/24 - \$281,382.26
2. May Warrant Register – \$1,221,561.83
3. Purchase of Ferric Chloride from Brenntag - \$12,850.00
4. Additional Charges from FORVIS for Audit Services - \$14,068.00

ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:

Council Workshop – Monday, June 24, 2024 – 6:00 p.m. - PIX
Next City Council Meeting – Monday, July 1, 2024 – 6:00 p.m.

ADJOURNMENT:

MULVANE CITY COUNCIL REGULAR MEETING MINUTES

June 3, 2024

6:00 p.m.

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

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

OTHERS PRESENT: Austin St. John, Debra Parker, J. T. Klaus, Mike Robinson, Chris Young, Joel Pile, Gordon Fell, Kyle Caruthers, Dalton Lewis, Tyler Lewis, Rachael Blackwell, Pete Swart, Michael Gerber, and other interested citizens.

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

APPROVAL OF REGULAR MEETING MINUTES:

MOTION by Leeds, second by Leach to approve the Regular meeting minutes dated May 20, 2024.

MOTION approved unanimously.

CORRESPONDENCE: Councilmember Leeds advised that the parking lot at the Sports Complex by the pond was muddy and needs some gravel.

PUBLIC COMMENTS: None

APPOINTMENTS, AWARDS AND CITIATIONS: None

OLD BUSINESS

None

NEW BUSINESS

1. Request to Reduce Fireworks Permit Fee – Mulvane FFA:

Kyle Carruthers from the Mulvane FFA presented this item to the council and reviewed how the money raised from the firework sales is used.

The Mulvane FFA is seeking to co-host the fireworks stand located in the parking lot behind Care and Share to help raise money for the organization. The Mulvane FFA looks for ways to raise money by working for it, rather than asking local businesses and the community to donate several times a year.

The money raised from the sale of the fireworks is used for:

- FFA chapter expenses such as supplies, food for meetings, and district dues.

- FFA officer expenses for Chapter Leadership Camp.
- Funds to offset travel expenses (food, fuel, and hotel rooms) to district and state career development events.
- To build up funds to attend state convention and national convention in 2025.

The Mulvane FFA and Sizz Boom Fireworks is asking the Mulvane City Council to reduce the \$6,000.00 fireworks stand permit fee to \$3,000.

MOTION by Leeds, second by Huntley to reduce the \$6,000 city fireworks stand permit fee for Mulvane FFA and Sizz Boom Fireworks down to \$3,000.

MOTION approved unanimously.

2. Transient Guest Tax Request:

City Administrator, Austin St. John, reviewed this item with the council. It was suggested at the last meeting that the Mulvane Chamber of Commerce to apply for Transient Guest Tax Funds.

The Mulvane Chamber of Commerce is requesting \$2,000 in Transient Guest Tax funds for the Mulvane Patriots Opening Day Fireworks on June 7, 2024. TGT funds can be requested for an event that could result in overnight stays at the Hampton Inn.

MOTION by Leeds, second by Leach to authorize the City Administrator to approve the 2024 request from the Mulvane Chamber of Commerce for Transient Guest Tax funds in the amount of \$2,000.

MOTION approved unanimously.

3. 2022 Audit Review - FORVIS:

Michael Gerber with FORVIS reported the findings of the 2022 Audit. FORVIS issued a clean and unmodified opinion for the 2022 Audit. There were three restatements discovered from last year's audit (Temporary Notes, Special Assessments and Land Bank). FORVIS is responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management, with the oversight of those charged with governance, are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) and the Kansas Municipal Audit and Accounting Guide (KMAAG).

Council asked about the difficulties involved in completing the 2022 Audit and what we could expect moving forward. Gerber advised that if the council desires to move forward with FORVIS they could begin field work in June or July and have the audit completed in the fall. The second year should be easier since they have a good starting point. FORVIS and city staff will work together to understand where numbers are coming from when completing the audit. It was the council's desire to continue with FORVIS.

4. Ambulance Purchase:

Public Safety Director, Gordon Fell, reviewed this item with the council. The 2024 budget includes the replacement of Ambulance #452. This ambulance is a 2012 Chevy Box Style. Due to past maintenance issues, the 2012 Chevy ambulance is needing to be replaced. Past purchases have been the Ford Transit Type II Ambulances. The department has been pleased with the operation, maintenance, and durability of this type of ambulance.

Bids for the ambulance were received from three (3) vendors:

American Response Vehicle - \$165,604.00, Osage Ambulances – \$158,070.00, and Pinnacle Emergency Vehicles - \$229,437.00. Although Osage Ambulance is the lowest, staff recommends the purchase of the Ford Transit Type II Ambulance from American Response Vehicle for \$165,604.00 due to the estimated delivery time of 90 days instead of the Summer of 2026 with Osage. Staff also recommended the purchase of a Stryker Power Load System to be installed in the ambulance.

MOTION by Huntley, second by Leeds to accept the bid from ARV in the amount of \$165,604.00 for the purchase of a new ambulance.

MOTION approved unanimously.

MOTION by Huntley, second by Leach to accept the quote from Stryker in the amount of \$57,986.75 for the purchase of a new load system and power cot.

MOTION approved unanimously.

5. Agreement with McCullough Excavation for Utility and Grading Improvements:

In December of 2023, the City Council approved resolutions for financing the first phase of infrastructure improvements and initiated engineering design work for Phase 1 Mass Grading and Detention Ponds, Sanitary Sewer, Storm Sewer, Water Line and Street Improvements. Phase 1 construction bids were received and May 1, 2024, and presented to the City Council on May 20, 2024. McCullough's bid for Mass Grading and Detention Ponds and Sanitary Sewers exceeded the petition amounts and their bid for Water Line Improvements was significantly lower than the petition amount. Revised petitions, amended advisability resolution and work ordinance and a Notice of Award for McCullough Excavation were approved by the City Council on May 20th.

A construction agreement for Phase 1 Grading and Utility Improvements for McCullough Excavation is ready for approval. The construction agreement includes a 180-calendar day contract period and up to a 30-day late start.

MOTION by Leeds, second by Westfall that the City enter into a construction agreement with McCullough Excavation, Inc. in the amount of \$1,672,980 for Phase 1 "Grading and Utility Improvements" to serve the Harvest Point Addition and authorize the Mayor to sign.

MOTION approved unanimously.

ENGINEER

1. Project Review and Update:

Phase 2 Main "A" Sanitary Sewer – The Contractor is working on punch list items.

GIS Mapping – An agreement has been approved and staff is ready for the kick-off meeting.

Phase 1 Harvest Point Addition Infrastructure – After approval of the agreement with McCullough Excavation, staff will hold a pre-construction meeting. The contractor anticipates mobilizing the first week of July.

West Main Street Drainage Improvements – Establish a bid date with Public Works after Mulvane Old Settlers.

MULVANE LAND BANK

MOTION by Gerber, second by Huntley to recess the City Council Meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Gerber, second by Westfall to approve the May 20, 2024, Land Bank Trustee meeting minutes.

MOTION approved unanimously.

MOTION by Gerber, second by Leach to approve an invoice from Triplett Woolf and Garretson Law Firm for \$1,408.00.

MOTION approved unanimously.

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

MOTION approved unanimously.

CITY STAFF

City Clerk:

1. Staff Christmas Party:

It has been suggested that the City have an All-Employee Christmas Party this year including spouse. The Christmas Committee has met to discuss plans and have received a quote from the Kansas Star Casino for approximately two hundred plated meals. To secure the reservation for December 13th, the KSC will need confirmation by June 7th. Based on the estimated cost, staff would like to know what suggestions the council has regarding the Christmas Party.

The City Council liked the idea of the All-Employee Christmas Party, and it was the consensus to move forward.

City Administrator: None

City Attorney:

1. Executive Session:

City Attorney, J.T. Klaus, requested an executive session for a period of five (5) minutes to discuss matters deemed privileged in the attorney-client relationship.

MOTION by Huntley, second by Leach to recess this meeting to an Executive Session to discuss matters deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2) for the purpose of consultation with the City Attorney for a period of five (5) minutes and to reconvene in open session at approximately 6:50 p.m. to include the Mayor, City Council, City Administrator, and the City Attorney.

MOTION approved unanimously at 6:45 p.m.

MOTION by Huntley, second by Leach to reconvene the City Council meeting.
MOTION approved unanimously at 6:52 p.m.

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

CONSENT AGENDA ITEMS:

MOTION by Gerber, second by Leach to approve consent agenda items 1-2.

1. Payroll Dated 5/24/24 - \$240,132.90
2. City Utility Bills - \$20,543.78

MOTION approved unanimously.

ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:

Next City Council Meeting – Monday, June 17, 2024 – 6:00 p.m.

Council Workshop – Monday, June 24, 2024 – 6:00 p.m. - PIX

ADJOURNMENT:

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

MOTION approved unanimously at 6:58 p.m.

Minutes by:
Debra M. Parker, City Clerk

June 17, 2024

TO: Mayor & City Council Members:

RE: Request for temporary zoning permit and waiver or reduction of the \$6,000.00 fireworks stand fee.

The First Baptist Church of Mulvane's Student Ministry is once again seeking to run a fireworks tent to raise money for our student ministry. Over the past several years our student ministry has grown substantially. Funding students to go on trips or events has become a daunting task for our church. This has prompted us to think outside the box for ways to support these students in their longing to grow closer to God and to serve our community. This year we have decided to venture out on our own and no longer have a fireworks supplier. FBC Mulvane will be fronting all the money for the fireworks. This is a big risk but it also means that 100% of our profits go directly to fund students. We are not getting a small percentage kick back from a supplier but rather all of the money goes to fund local students.

We are asking the Mulvane City Council to;

1. Waive or reduce the \$6,000.00 fireworks stand permit fee for FBC Mulvane and;
2. To grant a temporary zoning permit for 1020 N 2nd in the back of the property facing K-15 (see the attached site map). The FBC church lot is zoned R-1 Single-Family Residential. *The City code states the property must be zoned properly to permit retail sales. The Church would have to apply for and receive a temporary zoning permit to allow for the sale of fireworks. Temporary zoning permits are approved with conditions by the Governing Body. City Code further requires each location provide 3 off-street parking spaces. Also, each location must have a setback of at least 50 feet from existing structures.*

FBC would utilize the parking lot to the north (which we lease) for our tent and parking. As shown in picture attached

Request from FBC;

Waive or Reduce the \$6,000.00 fireworks, stand fee and grant a temporary zoning permit for First Baptist Church in Mulvane to sell fireworks.

Thank you for your consideration and support.

Cameron Tucker

FBC Mulvane Student Pastor

Nathan Wells

First Baptist Student Ministry Committee Chair

The money raised from our fireworks tent will be used for the following:

- Scholarships for students to attend Falls Creek Church Camp.
- Scholarships for students to attend FBC's yearly Disciple Now Youth weekend.
- Scholarships for students to attend our service/mission trips
- Scholarships for students to attend our student leadership retreat.
- Students to buy and deliver thanksgiving meals to needy families.
- Students to buy and deliver Christmas presents and meal to needy families.
- Pay for rental vehicles for camp and service/mission trip.
- Help fund events in our student ministry.

MOTION to (reduce/waive) the \$6,000 fireworks stand permit fee to \$_____ and grant a temporary zoning permit for First Baptist Church in Mulvane to sell fireworks.

**FIREWORKS STAND PERMIT
CITY OF MULVANE
SEDGWICK/SUMNER COUNTIES, KANSAS**

Name: First Baptist Church (Cameron Tucker)
Address: 1020 N 2nd Ave
City: Mulvane State: KS Zip Code: 67110
Phone #: 316-777-1140 Application Date: 6/3/2024
D.B.A.: _____
Insurance Company: Brotherhood Mutual
Insurance Policy #: 15M0496950 Policy Valid From: 1/21/24 To: 1/21/25
(Policy Must Be Attached)
Fireworks Stand Location: 1020 N 2nd Ave - north parking lot
Describe Storage Location of Fireworks: Tent
(Building, Tent, ect.)
Applicant's Signature: _____
Site Plan Must Be Attached with Application:

CITY OFFICIAL REVIEW AND APPROVAL SECTION

_____ Fire Official	_____ Approval Date
_____ Director of Public Safety	_____ Approval Date
_____ Zoning Administrator	_____ Approval Date

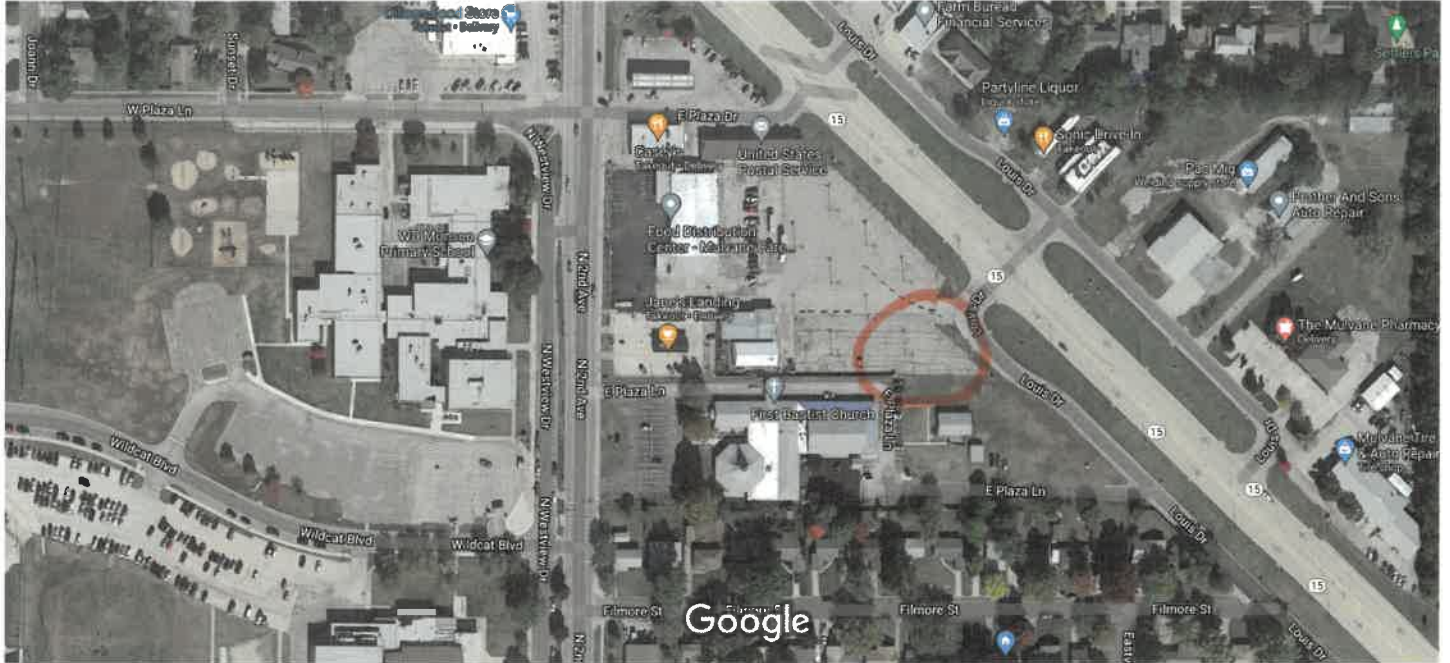
Date Permit Fee Paid: _____ Permit Fee \$ _____ Deposit Fee \$ _____
Receipt # _____ (\$6,000.00) (\$2,500.00)

Date Site Cleaned Up: _____
Building Inspector's Signature _____

Deposit Refunded \$ _____ Date Deposit Refunded: _____ Check # _____

PRIOR TO OPENING THE FIREWORKS TENTS AND BUILDINGS THEY WILL BE INSPECTED TO INSURE THAT THEY MEET ARTICLE #9 OF THE UNIFORM FIRE CODE AND STATE STATUTE K.A.R. 22-6-1 THROUGH K.A.R. 22-6-16. ALL INSPECTIONS WILL BE COMPLETED BY THE MULVANE FIRE DEPARTMENT AND THE OPERATOR WILL CORRECT ANY DISCREPANCIES PRIOR TO THE OPENING OF THE BUSINESS. FAILURE TO COMPLY MAY RESULT IN CLOSING THE FIREWORKS SALES. THE SALE OF FIREWORKS BEGINS JUNE 27TH THRU JULY 4TH BEGINNING AT 8:00 A.M. THRU MIDNIGHT UNLESS JULY 4TH FALLS ON A SUNDAY THEN JULY 5TH FIREWORKS CAN BE BOUGHT AND DETONATED UNTIL 10:00 P.M.

ATTENTION: PLEASE BE ADVISED THAT FAILURE TO HAVE SITE CLEANED UP WITHIN 30 DAYS AND INSPECTED WILL RESULT IN FORFEITURE OF CLEAN UP DEPOSIT OF \$2,500.00.



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, Map data ©2021 100 ft

**City Council Meeting
June 17, 2024**

To: Honorable Mayor Brent Allen and City Council
Fr: Joel Pile, Planning & Zoning Administrator
Subject: 2024-2034 Mulvane Comprehensive Plan

Background: The Comprehensive Plan is Mulvane’s policy document for guiding growth and development within the city over a 10-year planning period. The plan’s purpose is to provide a policy framework for zoning and land use regulations, demonstrate consistency with regional and statewide goals, rules, and laws, and serve as a cohesive vision for future planning activities.

Mulvane’s planning challenge is to reinforce and strengthen the livability of the city in the face of rapid growth. A related challenge is the desire by some for more economic growth and housing opportunities; and by others, for minimizing development to maintain and enhance the area’s quality of life. An updated Comprehensive Plan and its land use goals and policies is necessary to guide development for at least the next ten years.

The Planning Commission solicited Request for Proposals (RFP) for consulting services to facilitate an update of the City’s Comprehensive Plan, proposals were due by 5pm, April 4, 2024. Three proposals were received by the city. At their meeting on April 23, 2024, the Planning Commission reviewed each proposal and ranked them in order as to which consultant they believed presented the best approach to the following services:

1. Develop and initiate, with staff and the Planning Commission, conversations about Mulvane’s future specifically related to the unincorporated area between Mulvane and Derby.
2. Establish and execute a communication and information strategy so there is appropriate community/stakeholder/business involvement throughout the planning process for the Comprehensive Plan.
3. Define the role of the Planning Commission for engaging the community and receiving public input.
4. Coordinate community-wide surveys, an interactive project website, GIS maps and interactive web maps, and a social media presence.
5. Facilitate a creative and innovative public outreach and participatory process in coordination with staff to gather community input.
6. Actively engage community members and stakeholders. Including exploring opportunities to reach out to residents during non-traditional hours and days of the week.
7. Formulate and recommend an updated Comprehensive Plan with goals and policies.

The Planning Commission recommended selecting the proposal submitted RDG Planning & Design and BHC, the City Council voted to accept the Planning Commission's recommendation. An agreement for the services outlined in the RFP has been prepared and is ready for consideration.

Recommendation:

Motion to approve the agreement submitted for comprehensive plan preparation with RDG Planning & Design and BHC with a cost not to exceed \$72,500.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF MULVANE, KANSAS
AND
RDG PLANNING & DESIGN, INC.**

This Agreement is entered into this _____ day of _____, 2024, by and between the City of Mulvane, Kansas, hereinafter referred to as the “City” and RDG Planning & Design, Inc., 1302 Howard Street, Omaha, Nebraska 68102, hereinafter referred to as the “Consultant.”

WHEREAS, the City has identified the need to prepare a new comprehensive plan document; and

WHEREAS, the City issued a Request for Proposals for Comprehensive Planning Services in February, 2024; and

WHEREAS, the City selected RDG Planning & Design in association with BHC to provide such services; and

WHEREAS, both the City and the Consultant are committed to a planning process that provides for substantial community engagement in the preparation of this document; and

WHEREAS, the Consultant has expressed an eagerness to provide professional Comprehensive Planning Services to the City in the preparation of this document.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section One. Scope of Services

The Consultant agrees to provide in a complete and professional manner the work elements set forth in Attachment A, Scope of Services for the Mulvane Comprehensive Plan. This attachment is incorporated into this Agreement. Individual site visits may combine work on multiple components of this work program.

Section Two. Additional Services

2.1. If, during the progress or upon completion of the work outlined in the Scope of Services in this Agreement, it is desirable or necessary to cause the Consultant to perform additional services other than those outlined in the Scope of Services, an hourly schedule and reimbursable expense schedule may apply, or a fee may be negotiated.

2.2. Additional Tasks may be added to this agreement by amendment(s) at such time the City is prepared to proceed with each Task.

Section Three. Time of Performance

The Comprehensive Plan will be completed within twelve (12) months of the Notice to Proceed. The projected time period does not include final approval process or delays caused by City or factors outside the Consultant's control.

Section Four. Responsibilities of the City

4.1. Access to Work. The City shall make best efforts to arrange access to and make provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform such work as inventories, field surveys, and inspections in the development of the Plan.

4.2. Records, Files, and Previous Planning Efforts. The City shall make best efforts to arrange access to and make all records and files relevant to the Plan available to the Consultant as needed and furnish all reasonable and necessary assistance in the use of such records and files. In addition, the City shall make best efforts to make previous reports and planning studies available to the Consultant, along with all other studies and work that provide information pertinent to the completion of the Plan.

4.3. Mapping. The City will assist the Consultant in obtaining all available electronic maps in a form usable by the Consultant, including recent plats and other changes since the completion of the last community comprehensive plan. The City will provide the Consultant with access to GIS information as required to complete the plan.

4.4. Consideration of Consultant's Work. The City shall give thorough consideration to all reports, drawings, and other documents presented for review by the Consultant and shall inform the Consultant of all decisions and comments within a reasonable time to avoid undue delays.

4.5. Advisory Committee. The City shall appoint a Plan Advisory Committee to carry out the citizen participation program of the planning process.

4.6. Meetings. The City shall provide logistical support for all meetings, including arranging for meeting places and notification of participants and citizens. The City shall be responsible for any costs associated with required public meetings, public notices, and other meetings associated with the project. The Consultant agrees to attend public meetings in Mulvane as identified on the Attachments.

4.7. City's Representative. The City's representative team shall be Mr. Joel Pile. This team shall be responsible for the City's portion of the project management.

4.8. Consultant's Representative: The Consultant's representative shall be Martin Shukert, FAICP.

Section Five. Compensation and Method of Payment

5.1. Total compensation pursuant to the services specified in this Agreement, except as provided in Section 2.1, shall be in the sum of \$72,500.

5.2. Payment for services shall be made monthly in proportion to services performed, subject to annual appropriations.

5.3. Lodging and travel-related cost are included in the above compensation. The Consultant will provide digital copies of committee presentations, draft plan chapters, final plan report, and one hard copy of the final plan, as specified in Attachment A.

Section Six. Ownership of Materials

6.1. The City shall control all media releases or other publicity related to the completion of this project.

6.2. No report, map, or other document produced in whole or part under this agreement shall be the subject of a copyright application by the Consultant.

Section Seven. Assignment

The Consultant is prohibited from assigning an interest in this agreement or delegating the performance of any of its duties hereunder without the written consent of the City.

Section Eight. Amendments

Either party to this Agreement may request an amendment or modification. Such amendment will not take effect unless incorporated into this Agreement by written amendment executed by both parties.

Section Nine. Nondiscrimination

In the execution of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status, or receipt of public assistance.

Section Ten. Termination

This agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of such termination, due to the fault of others than the Consultant, the Consultant shall be paid for services and expenses to the date of such termination.

Section Eleven. Independent Contractor

In relationship to the City, the status of the Consultant under and by virtue of this Agreement is that of independent contractor.

IN WITNESS WHEREOF, the AGREEMENT has been executed this ____ day of _____, 2024.

City of Mulvane, Kansas

By:

(Name/Title)

RDG PLANNING & DESIGN, INC

By:

A handwritten signature in black ink, appearing to read "Martin H. Shukert", written over a horizontal line.

Martin H. Shukert, FAICP
Principal

ATTACHMENT A

SCOPE OF SERVICES

Task 1.0: Community Engagement

1.1 Develop a Public Engagement Plan with staff. The Public Engagement Plan will meet identified goals for the City's public involvement process and include on-site and online opportunities for residents to engage. Elements of the plan will include surveys, interactive mapping through Social Pinpoint, providing content for social media postings through the City, and providing collateral for traditional media.

1.2. Assist the City in identifying membership types for a Technical Committee, composed primarily of city project staff, and a representative Plan Advisory Committee (PAC) and providing orientation information to the PAC prior to its initial meeting.

1.3. Conduct regular coordinating meetings with the Technical Committee on a fixed schedule to be developed at the beginning of the process.

1.4. Prepare materials and conduct meetings of the PAC at key milestones in the process, noted below. One of these meetings will be a Community Design Workshop to guide development of concepts for future priorities.

1.5. Conduct up to six listening sessions with key stakeholder groups to be defined in association with the Technical Committee.

1.6. Lead a City Council and Planning Commission work session to establish general goals and specific focuses.

1.7. Prepare materials and conduct a Community Roundtable Kickoff event.

1.8 Implement a three-day Community Planning Studio to develop integrated concepts of land use, growth and development, transportation, open space, and infrastructure.

1.9. Conduct two community open houses, with presentation of the draft plan and time for individual discussion.

1.10. Prepare material for staff presentations to the Planning Commission and City Council, or alternatively present the plan to those approving bodies.

Summary of Task One Responsibilities

City Responsibilities

- Formulate stakeholder lists and initiate Listening Session invitations.
- Manage City social media outlets to promote the Plan and events.
- Distribute digital surveys and paper surveys as needed.
- Form the Advisory Committee and invite to the first meeting.
- Reserve meeting spaces as needed.
- Coordinate with local organizations and groups for input and events.

Consultant Team Responsibilities

- Prepare materials, agendas, and minutes for all meetings and events.
- Lead all meetings and events.
- Provide branding and digital materials to the City.
- Create, host, and update a project website for the duration of the project.
- Conduct listening sessions and follow-up as needed.
- Attend approval meetings.

Task 2.0: Mulvane Today

2.1. Review the current comprehensive plan, the previous planning studies undertaken by the City of Mulvane, and other relevant planning studies and documents developed by the City, County, or State.

2.2. Assembly, analysis, and presentation of economic and demographic factors, including growth and land use projections.

2.3. Complete a general analysis of housing markets including review of current market conditions and past production, ten-year needs projection by number and type of units, housing cost targets, and tenure.

2.4. Analysis and mapping of natural resources and environmental constraints.

2.5. Inventory and mapping existing land use.

2.6. Incorporating previous local planning efforts and recent data and observations into a summary of existing systems, including motor vehicle and active transportation systems, infrastructure, public facilities, and parks and recreation.

2.7. Development of opportunities map summarizing the key strengths to build on and possible future initiatives.

Summary of Task Two Responsibilities

City Responsibilities

- Provide residential and commercial building permit activity for the past ten years.
- Provide all available GIS files.
- Provide any relevant studies, plans, development concepts, etc. that are not publicly posted.
- Review deliverables in a timely manner.

Consultant Team Responsibilities

- Implement tasks deliver a Mulvane Today existing conditions report.

Task 3.0. Community Vision

- 3.1. Conduct a Committee Visioning session as one of the PAC meetings identified in Task 1.
- 3.2. Conduct a Committee Design Workshop (Task 1.4) reflecting community vision as one of the PAC meetings identified in Task 1.
- 3.3. Display the PAC-developed vision at the Community Planning Studio (Task 1.8), with possible polling through the project website.

Summary of Task Three Responsibilities

City Responsibilities

- Support logistics for workshops
- Review deliverables in a timely manner.

Consultant Team Responsibilities

- Prepare a draft vision document and development concept
- Develop engagement activities to obtain feedback on the draft

Task 4.0. Mulvane Tomorrow Plan Elements

4.1. Land Use

- Develop a Policy Areas Map with narrative. General development policy areas will be identified based on common themes and characteristics. These policy areas will offer a big-picture perspective to balance neighborhoods and provide quality living environments in all parts of Mulvane and ensure that as the city grows, it does not grow apart.
- Develop the Future Land Use Map.
- Identify and prepare general concepts for up to four special study areas

4.2. Other Plan Elements. Complete individual plan elements, incorporating previous work done by the City, for the following systems:

- Transportation, including motorized and active modes
- Parks, trails, and greenways
- Community facilities
- Public infrastructure
- Housing, neighborhoods, and community character

Summary of Task Four Responsibilities

City Responsibilities

- Review deliverables in a timely manner.

Consultant Team Responsibilities

- Prepare a draft elements for review and comment
- Develop engagement activities to obtain feedback on the draft

Task 5.0. Implementation and Document Preparation

5.1. Prepare an implementation action plan that presents the recommendations, sequencing, leaders, partners, and potential funding sources for capital items. Plan includes a process for periodic plan review and updates.

5.2. Complete a general review of development ordinances for consistency with plan principles.

5.3. Develop the plan document, with submission and review of individual draft elements by staff and PAC.

5.4. Following review, conduct two public open houses presenting the plan for community comment. (Task 1.9)

5.5. Revise draft and develop final deliverable plan.

Summary of Task Five Responsibilities

City Responsibilities

- Review deliverables in a timely manner.
- Assist in approval meeting presentations
- Provide logistical support for public events.

Consultant Team Responsibilities

- Deliver preliminary and final draft plans.
- Deliver final plan document and deliverables.
- Present at one Planning and Zoning Commission and one City Commission approval meeting.

List of Deliverables

- 1 print of FINAL Plan.
- 1 print and PDF Executive Summary in a graphically designed format.
- PDF of draft and final documents.
- Digital event collateral (displays).
- Full survey and engagement documentation.

- Social Pinpoint website during the project.
- Digital PowerPoint Presentations.
- GIS/ESRI mapping files.

CITY COUNCIL MEETING
June 17, 2024

TO: Mayor and City Council
FROM: Bond Counsel, J.T. Klaus of Triplett Woolf Garretson, LLC
SUBJECT: Petition for Water, 12" Water Transmission Line, Sewer, Street, Storm Sewer, and Mass Grading & Detention Pond Improvements for Emerald Valley Estates 2nd Addition, an addition in the City (collectively, the "Emerald Valley 2nd Addition Improvements"); Development Agreement for the Emerald Valley 2nd Addition Improvements; Resolution determining the advisability of said Emerald Valley 2nd Addition Improvements; and Ordinance authorizing construction of the Emerald Valley 2nd Addition Improvements

AGENDA: Action

Background:

The City of Mulvane, Kansas (the "City") has received six petitions and a Developer's Agreement for water, 12" water transmission line, sewer, street, storm sewer, and mass grading & detention pond improvements (the "Emerald Valley 2nd Addition Improvements") to serve a portion of Emerald Valley Estates 2nd Addition, an addition in the City (the "Addition"). The petition requests the Emerald Valley 2nd Addition Improvements be made by the City and the costs be "specially assessed" against the landowners in the Addition.

Bond Counsel has prepared the Resolution determining the advisability of the Emerald Valley 2nd Addition Improvements and the necessary Ordinance authorizing the construction of the petitioned Emerald Valley 2nd Addition Improvements for the City's consideration.

The Developer has presented a Developer's Agreement regarding the Developer's obligation to present the City with a Letters of Credit to support the City's undertaking the Emerald Valley 2nd Addition Improvements.

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

Financial Considerations:

The benefited properties in the petitioned benefit district will be responsible for 100% of the costs associated with the Emerald Valley 2nd Addition Improvements. General Obligation Bonds will ultimately be issued to pay the costs and special assessments will be levied against the benefited properties following completion and acceptance of the Emerald Valley 2nd Addition Improvements. The City-at-Large is expected to pay 5% of the water improvements and 22% of the 12" water transmission lines. In the event the landowners fail to pay all or any portion of the special assessments, the City can draw on the letter of credit to complete the Emerald Valley 2nd Addition Improvements or make payments on the Bonds. Special assessments constitute a "tax lien" on real property that must be discharged or paid before the landowner can realize upon any equity.

Legal Considerations:

The City Council must formally (1) accept the petitions requesting the Emerald Valley 2nd Addition Improvements to serve the Addition, (2) approve the Developer's Agreement for the Emerald Valley 2nd Addition Improvements, (3) adopt the advisability resolution, and (4) adopt the work ordinance in order to special assess the cost of the Emerald Valley 2nd Addition Improvements to the benefitted properties.

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

Recommendation:

City Staff's recommendation is to accept the petitions, approve the Developer's Agreement and adopt the Resolution and Ordinance authorizing the Emerald Valley 2nd Addition Improvements, all as prepared by Bond Counsel.

Action:

Four Separate Motions are Necessary

1. I move to accept the petitions for the Emerald Valley 2nd Addition Improvements necessary to serve a portion of Harvest Point.
2. I move we accept the Developer's Agreement for Emerald Valley Estates 2nd Addition with Suburban Land Development, LLC and authorize the Mayor to sign.
3. I move that we adopt Resolution No. 2024-__, determining the advisability of making Emerald Valley 2nd Addition Improvements in Emerald Valley Estates 2nd Addition.
4. I move that we adopt Ordinance No. ____, authorizing the construction of Emerald Valley 2nd Addition Improvements in Emerald Valley Estates 2nd Addition.

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

PETITION

To the Governing Body of
Mulvane, Kansas

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

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

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

- (a) That there be constructed certain 12" water transmission line improvements to serve the area described above (the "Benefit District"), including specifically all excavation and construction of water line extensions and necessary appurtenances such as pipe, valves, fire hydrant, and related appurtenances (the "Project"). All construction shall be done in accordance with the City of Mulvane standard construction specifications.
- (b) That the estimated and probable cost of the Project is One Hundred Twenty-Six Thousand One Hundred Sixty-Five Dollars (\$126,165), with 78 percent payable by the Benefit District and 22 percent payable by the City at large. Said estimated cost as above set forth is hereby increased at the rate of 1 percent per month from and after the date of approval of the original resolution for this Project.
- (c) That the Benefit District be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the Project.

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

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

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

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

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

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

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

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

SIGNATURE

DATE AND TIME

SUBURBAN LAND DEVELOPMENT, LLC
a Kansas limited liability company

By: Tom Fagan
Tom Fagan, Managing Member

6-12-2024
4:17pm

PROPERTY OWNED WITHIN
PROPOSED IMPROVEMENT DISTRICT

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

Filed in the office of the City Clerk,
Mulvane, Kansas this ____ day of _____, 2024.

Debra M. Parker, City Clerk



12" WATER TRANSMISSION LINE IMPROVEMENTS

EMERALD VALLEY ESTATES 2ND ADDITION

MULVANE, SEDGWICK COUNTY, KANSAS

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

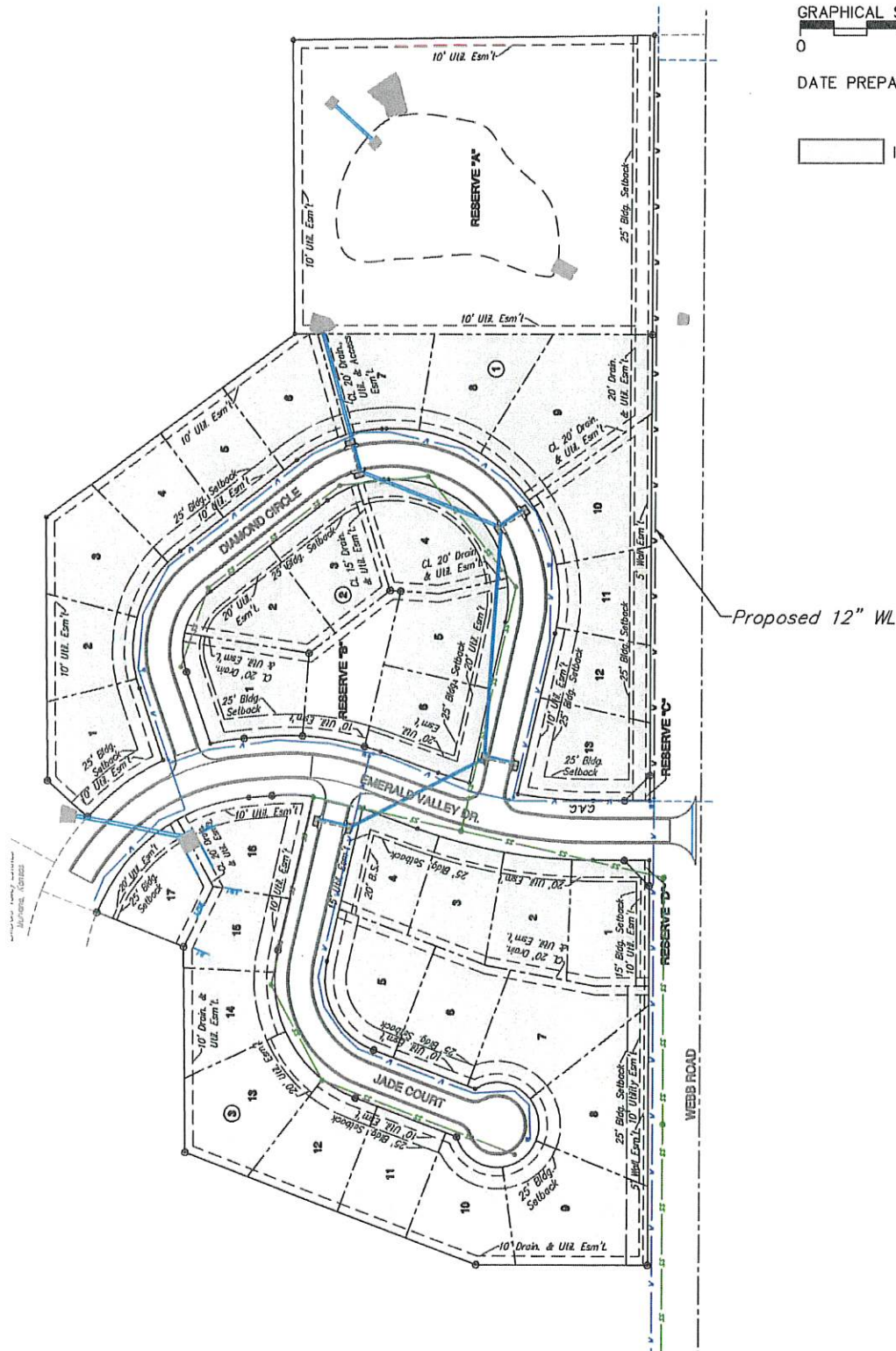


GRAPHICAL SCALE IN FEET

0 200 400

DATE PREPARED: MAY 29, 2024

IMPROVEMENT DISTRICT



Preliminary Cost Opinions

Emerald Valley Estates 2nd Addition
 Mulvane, Sedgwick County, Kansas

Date: May 29, 2024

12" Water Transmission Line Improvements				
Description	Quantity	Units	Estimated Unit Cost	Extension
12" Water Line	873	LF	\$ 85.00	\$ 74,205
Fire Hydrant Assembly	1	EA	5,500.00	5,500
12" Anchor Valve Assembly	1	EA	3,800.00	3,800
Seeding and Erosion control BMP's	1	LS	5,500.00	5,500
Site Clearing and Restoration (estimate 5% of const.)	1	LS	4,450.25	4,450

Sub-Total Preliminary Opinion of Probable Construction Cost \$ 93,455

Project Expenses (35% of estimated construction costs) 32,709

Total Project Cost Opinion \$ 126,165

Total City Share (22%)* \$ 27,756

Total Benefit District Share (78%) \$ 98,408

Per Lot Basis (36 Total Lots) \$ 2,734

Benefit District vs. City Share Computation for Water Line Oversizing:

12" Water Line	873	LF	\$ 85.00	\$ 74,205
Less equivalent cost for 8" Water Line	873	LF	-65.00	-56,745
12" Valve Assembly	1	EA	3,800.00	3,800
Less equivalent costs for 8" Valve Assembly	1	EA	-2,600.00	-2,600
Seeding and Erosion control BMP's (20%, see notes)	1	LS	1100	1,100
Site Clearing and Restoration (20%, see notes)	1	LS	890	890

Sub-Total Costs for 8" to 12" Pipe Oversizing \$ 20,650

Project Expenses (estimate 35% of construction) 7,228

Total City Shared Costs \$ 27,878

* Total Percentage of City Shared WL Costs (\$27,878/\$126,165) 22.10%

Notes:

1. The proposed water line extension along Webb Rd. is increased from a typical 8" residential line to a 12" line to serve anticipated future City growth north along Webb Rd.
2. Oversizing costs relating to additional seeding, erosion control BMP's, site clearing and restoration are estimated as the % difference between the total project costs vs. total project costs with all 8" pipe (\$27,878/\$126,165) = 22%
2. Project expenses include cost of bonds issuance, survey, engineering design/oversight, admin, inspection and testing.
3. Material quantities are estimated based on conceptual development layout only. Actual quantities and cost opinions are subject to change based on the approved final design plans, construction pricing, as-built quantities and project expenses.

MASS GRADING AND DETENTION POND IMPROVEMENTS
EMERALD VALLEY ESTATES 2ND ADDITION
MULVANE, SEDGWICK COUNTY, KANSAS

PETITION

To the Governing Body of
Mulvane, Kansas

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

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

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

- (a) That there be constructed certain mass grading and detention pond improvements to serve the area described above (the "Benefit District"), including specifically mass grading, excavation and construction of a storm water detention pond and storm sewer facilities (the "Project"). All construction shall be done in accordance with the City of Mulvane standard construction specifications.
- (b) That the estimated and probable cost of the Project is Three Hundred Seventy-Eight Thousand Forty-Seven Dollars (\$378,047), with 100 percent payable by the Benefit District and Zero percent payable by the City at large. Said estimated cost as above set forth is hereby increased at the rate of 1 percent per month from and after the date of approval of the original resolution for this Project.
- (c) That the Benefit District be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the Project.

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

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

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

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

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

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

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

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

SIGNATURE

DATE AND TIME

SUBURBAN LAND DEVELOPMENT, LLC
a Kansas limited liability company

By:


Tom Fagan, Managing Member

6-12-2024
4:15 pm

PROPERTY OWNED WITHIN
PROPOSED IMPROVEMENT DISTRICT

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

Filed in the office of the City Clerk,
Mulvane, Kansas this ____ day of _____, 2024.

Debra M. Parker, City Clerk



MASS GRADING AND DETENTION POND IMPROVEMENTS

EMERALD VALLEY ESTATES 2ND ADDITION

MULVANE, SEDGWICK COUNTY, KANSAS

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



GRAPHICAL SCALE IN FEET

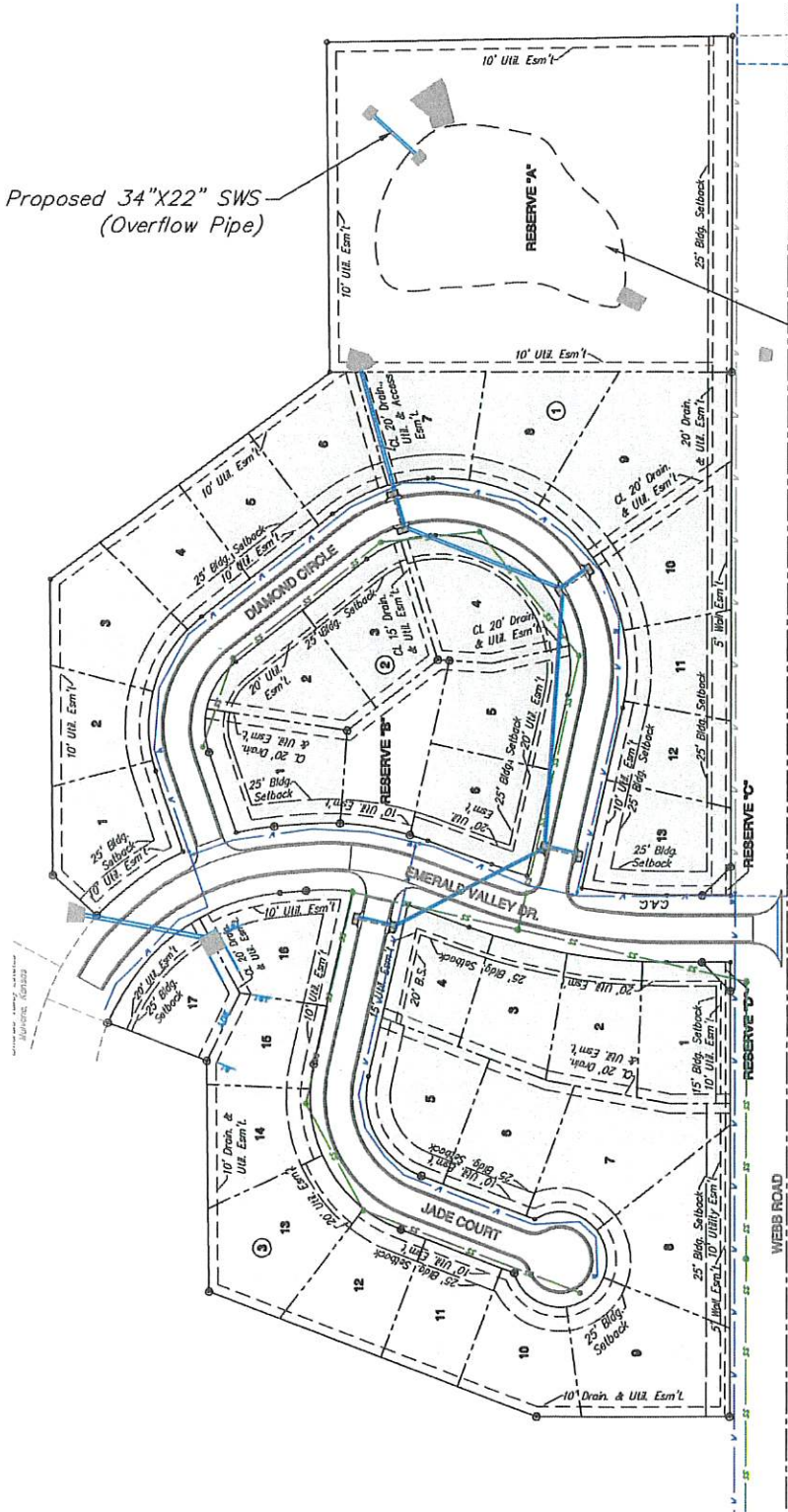
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DATE PREPARED: MAY 29, 2024

IMPROVEMENT DISTRICT

Proposed 34"X22" SWS
(Overflow Pipe)

RESERVE A
DETENTION POND



Preliminary Cost Opinions

Emerald Valley Estates 2nd Addition
 Mulvane, Sedgwick County, Kansas

Date: May 29, 2024

Mass Grading and Detention Pond Improvements				
Description	Projected Quantity	Units	Estimated Unit Cost	Extension
Earthwork	1	LS	\$ 175,000.00	\$ 175,000
Light-Type Rock Rip Rap	236	SY	100.00	23,600
34"x22" SWS	60	LF	135.00	8,100
34"x22" End Section	2	EA	2,500.00	5,000
Seeding and Erosion control BMP's	1	LS	25,000.00	25,000
Erosion Control Mat	10,000	SF	3.00	30,000
Site Clearing and Restoration (estimate 5% of const.)	1	LS	13,335.00	13,335

Sub-Total Preliminary Opinion of Probable Construction Cost \$ 280,035

Project Expenses (35% of estimated construction costs) 98,012

Total Preliminary Project Cost Opinion \$ 378,047

Per Lot Basis (36 Total Lots) \$ 10,501.31

Notes:

1. Project expenses include cost of bonds issuance, survey, engineering design/oversight, admin, inspection and testing)
2. Material quantities are estimated based on conceptual development layout only. Actual quantities and cost opinions are subject to change based on the approved final design plans, construction pricing, as-built quantities and project expenses.

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

PETITION

To the Governing Body of
Mulvane, Kansas

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

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

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

- (a) That there be constructed certain sanitary sewer improvements to serve the area described above (the "Benefit District"), including specifically all excavation and construction of sanitary sewer extension improvements and necessary appurtenances such as pipe, manholes and related appurtenances (the "Project"). All construction shall be done in accordance with the City of Mulvane standard construction specifications.
- (b) That the estimated and probable cost of the Project is Four Hundred Fifty-Three Thousand Nine Hundred Seventy-Six Dollars (\$453,976), with 100 percent payable by the Benefit District and Zero percent payable by the City at large. Said estimated cost as above set forth is hereby increased at the rate of 1 percent per month from and after the date of approval of the original resolution for this Project.
- (c) That the Benefit District be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the Project.

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

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

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

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

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

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

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

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

SIGNATURE

DATE AND TIME

SUBURBAN LAND DEVELOPMENT, LLC
a Kansas limited liability company

By:


Tom Fagan, Managing Member

6.12.2024
4:15 pm

PROPERTY OWNED WITHIN
PROPOSED IMPROVEMENT DISTRICT

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

Filed in the office of the City Clerk,
Mulvane, Kansas this ____ day of _____, 2024.

Debra M. Parker, City Clerk



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



-12" SANITARY SEWER

Preliminary Cost Opinions

Emerald Valley Estates 2nd Addition
 Mulvane, Sedgwick County, Kansas

Date: May 29, 2024

Sanitary Sewer Improvements				
Description	Quantity	Units	Estimated Unit Cost	Extension
12" Sanitary Sewer	580	LF	\$ 85.00	\$ 49,300
8" Sanitary Sewer	1,889	LF	60.00	113,340
Std. Precast MH, 5-ft	2	EA	7,500.00	15,000
Std. Precast MH, 4-ft	10	EA	4,000.00	40,000
Connect to exist. MH	1	EA	1,200.00	1,200
Pipe Stub, 12"	1	EA	1,500.00	1,500
Pipe Stub & Riser, 4"	18	EA	1,800.00	32,400
SS Service Tee, 8"x4" w/4" Riser	16	EA	3,500.00	56,000
Flushed and Vibrated Sand Backfill	115	LF	35.00	4,025
Easement Grading	1	LS	2,000.00	2,000
Seeding and Erosion control BMP's	1	LS	5,500.00	5,500
Site Clearing and Restoration <i>(estimate 5% of const.)</i>	1	LS	16,013.25	16,013

Sub-Total Preliminary Opinion of Probable Construction Cost \$ 336,278

Project Expenses *(35% of estimated construction costs)* 117,697

Total Preliminary Project Cost Opinion \$ 453,976

Per Lot Basis (35 Total Lots)* \$ 12,971

Notes:

1. Lot 17, Block 3, Emerald Valley Estates 2nd Addition is a re-plat of Lot 18, Block 3, Emerald Valley Estates. This lot was provided with sanitary sewer service in the second phase of the Emerald Valley Estates development and is included in the Phase 2 SS Petitions.
2. Project expenses include cost of bonds issuance, survey, engineering design/oversight, admin, inspection and testing.
3. Material quantities are estimated based on conceptual development layout only. Actual quantities and cost opinions are subject to change based on the approved final design plans, construction pricing, as-built quantities and project expenses.

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

PETITION

To the Governing Body of
Mulvane, Kansas

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

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

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

- (a) That there be constructed certain storm sewer improvements to serve the area described above (the "Benefit District"), including specifically all excavation and construction of storm sewer extension improvements and necessary appurtenances such as pipe, inlets, manholes and related appurtenances (the "Project"). All construction shall be done in accordance with the City of Mulvane standard construction specifications.
- (b) That the estimated and probable cost of the Project is Two Hundred Thirty-Six Thousand Six Hundred Thirty-Seven Dollars (\$236,637), with 100 percent payable by the Benefit District and Zero percent payable by the City at large. Said estimated cost as above set forth is hereby increased at the rate of 1 percent per month from and after the date of approval of the original resolution for this Project.
- (c) That the Benefit District be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the Project.

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

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

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

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

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

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

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

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

SIGNATURE

DATE AND TIME

SUBURBAN LAND DEVELOPMENT, LLC
a Kansas limited liability company

By: Tom Fagan
Tom Fagan, Managing Member

6.12.2024
4:16pm

PROPERTY OWNED WITHIN
PROPOSED IMPROVEMENT DISTRICT

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

Filed in the office of the City Clerk,
Mulvane, Kansas this ____ day of _____, 2024.

Debra M. Parker, City Clerk



STORM SEWER IMPROVEMENTS

EMERALD VALLEY ESTATES 2ND ADDITION

MULVANE, SEDGWICK COUNTY, KANSAS

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

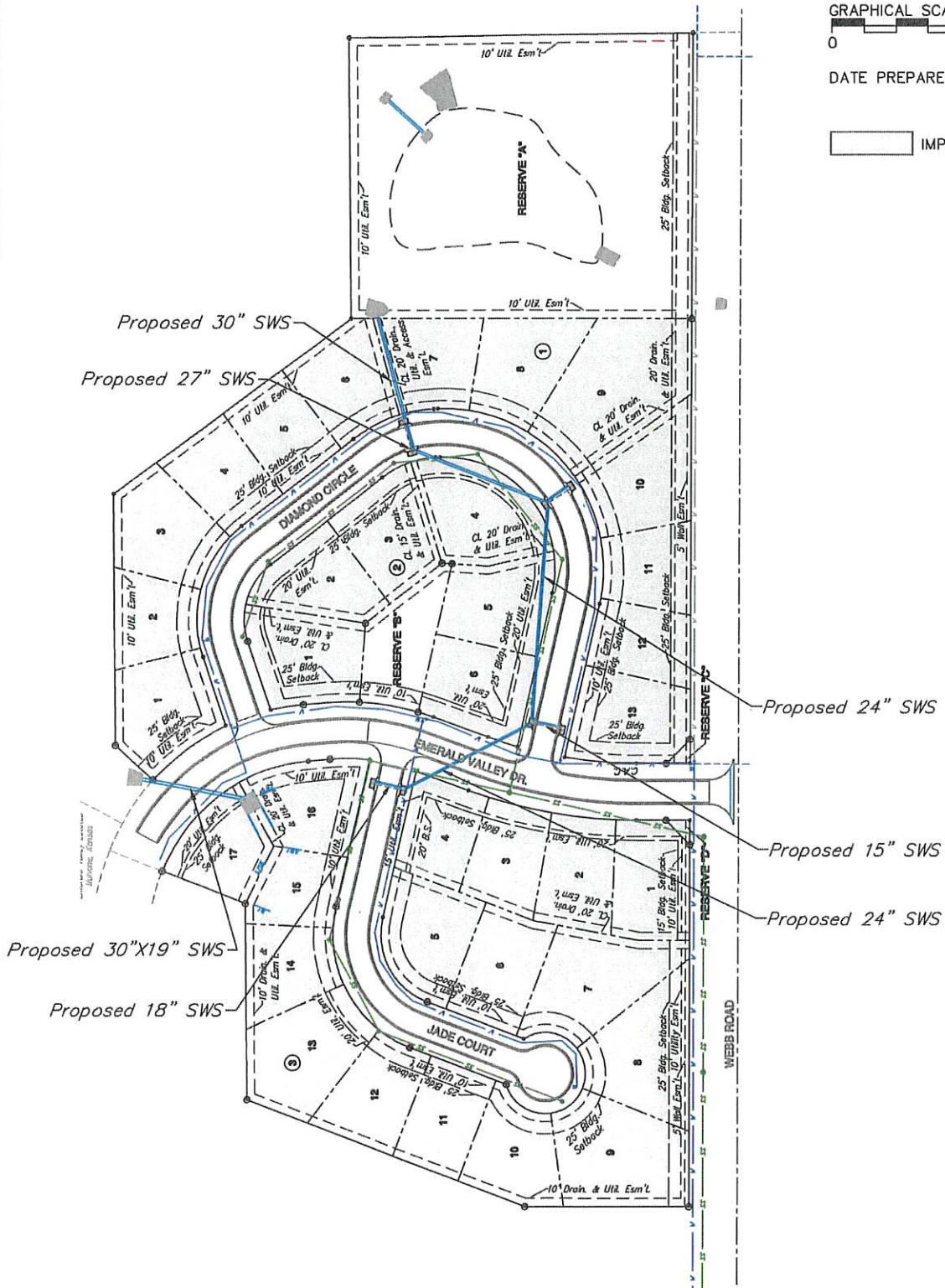


GRAPHICAL SCALE IN FEET

0 200 400

DATE PREPARED: MAY 29, 2024

IMPROVEMENT DISTRICT



Preliminary Cost Opinions

Emerald Valley Estates 2nd Addition
 Mulvane, Sedgwick County, Kansas

Date: May 29, 2024

Storm Sewer Improvements				
Description	Projected Quantity	Units	Estimated Unit Cost	Extension
30" Storm Sewer	136	LF	\$ 115.00	\$ 15,640
30"x19" RCPHE Storm Sewer	130	LS	100.00	13,000
24" Storm Sewer	630	LF	80.00	50,400
27" Storm Sewer	40	LF	90.00	3,600
18" Storm Sewer	40	LF	70.00	2,800
15" Storm Sewer	80	LF	60.00	4,800
30" End Section	1	EA	1,600.00	1,600
30"x19" RCPHE End Section	1	LS	2,200.00	2,200
Flushed and Vibrated Sand Backfill	220	LF	35.00	7,700
Light-Type Rock Rip Rap	130	SY	90.00	11,700
Storm Sewer Curb Inlet	8	EA	6,000.00	48,000
Seeding and Erosion control BMP's	1	LS	5,500.00	5,500
Site Clearing and Restoration <i>(estimate 5% of const.)</i>	1	LS	8,347.00	8,347

Sub-Total Preliminary Opinion of Probable Construction Cost \$ 175,287

Project Expenses *(35% of estimated construction costs)* 61,350

Total Preliminary Project Cost Opinion \$ 236,637

Per Lot Basis (36 Total Lots) \$ 6,573

Notes:

1. Project expenses include cost of bonds issuance, survey, engineering design/oversight, admin, inspection and testing.

2. Material quantities are estimated based on conceptual development layout only. Actual quantities and cost opinions are subject to change based on the approved final design plans, construction pricing, as-built quantities and project expenses.

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

PETITION

To the Governing Body of
Mulvane, Kansas

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

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

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

- (a) That there be constructed certain street improvements to serve the area described above (the "Benefit District"), including specifically all excavation and construction of street improvements and necessary appurtenances such as pavement, curb, gutter, signage and all related appurtenances (the "Project"). All construction shall be done in accordance with the City of Mulvane Standards.
- (b) That the estimated and probable cost of the Project is Four Hundred Sixty-One Thousand One Hundred Ninety Dollars (\$461,190), with 100 percent payable by the Benefit District and Zero percent payable by the City at large. Said estimated cost as above set forth is hereby increased at the rate of 1 percent per month from and after the date of approval of the original resolution for this Project.
- (c) That the Benefit District be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the Project.

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

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

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

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

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

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

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

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

SIGNATURE

DATE AND TIME

SUBURBAN LAND DEVELOPMENT, LLC
a Kansas limited liability company

By: Tom Fagan
Tom Fagan, Managing Member

6-12-2024
4:17pm

PROPERTY OWNED WITHIN
PROPOSED IMPROVEMENT DISTRICT

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

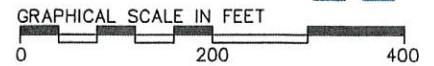
Filed in the office of the City Clerk,
Mulvane, Kansas this ____ day of _____, 2024.

Debra M. Parker, City Clerk

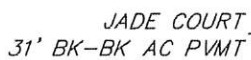


EMERALD VALLEY ESTATES 2ND ADDITION
MULVANE, SEDGWICK COUNTY, KANSAS
Lots 1-13, Block 1,
Lots 1-6, Block 2 and
Lots 1-17, Block 3

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



☐ IMPROVEMENT DISTRICT



Preliminary Cost Opinions

Emerald Valley Estates 2nd Addition
Mulvane, Sedgwick County, Kansas

Date: May 29, 2024

Street Improvements				
Description	Projected Quantity	Units	Estimated Unit Cost	Extension
5" AC Pavement	7,000	SY	\$ 23.00	\$161,000.00
5" Rein. Crushed Rock Sub-Grade	8,824	SY	7.00	61,768
2'-6" Concrete Curb & Gutter, 3-5/8" Roll-Back	4,551	LF	12.00	54,612
7" Rein. Concrete Valley Gutter	367	SY	65.00	23,875
Curb Inlet Hookups	8	EA	675.00	5,400
Street Signs	4	EA	600.00	2,400
HC Ramps	8	EA	1,100.00	8,800
Seeding and Erosion control BMP's	1	LS	7,500.00	7,500
Site Clearing and Restoration <i>(estimate 5% of const.)</i>	1	LS	16,267.73	16,268

Sub-Total Preliminary Opinion of Probable Construction Cost \$ 341,622

Project Expenses *(35% of estimated construction costs)* 119,568

Total Preliminary Project Cost Opinion \$ 461,190

Per Lot Basis (36 Total Lots) \$ 12,811

Notes:

1. Project expenses include cost of bonds issuance, survey, engineering design/oversight, admin, inspection and testing.
2. Material quantities are estimated based on conceptual development layout only. Actual quantities and cost opinions are subject to change based on the approved final design plans, construction pricing, as-built quantities and project expenses.

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

PETITION

To the Governing Body of
Mulvane, Kansas

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

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

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

- (a) That there be constructed certain water line improvements to serve the area described above (the "Benefit District"), including specifically all excavation and construction of water line extensions and necessary appurtenances such as pipe, valves, fire hydrant, and related appurtenances (the "Project"). All construction shall be done in accordance with the City of Mulvane standard construction specifications.
- (b) That the estimated and probable cost of the Project is Four Hundred Five Thousand Three Hundred Thirteen Dollars (\$405,313), with 95 percent payable by the Benefit District and 5 percent payable by the City at large. Said estimated cost as above set forth is hereby increased at the rate of 1 percent per month from and after the date of approval of the original resolution for this Project.
- (c) That the Benefit District be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the Project.

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

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

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

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

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

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

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

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

SIGNATURE

DATE AND TIME

SUBURBAN LAND DEVELOPMENT, LLC
a Kansas limited liability company

By: Tom Fagan
Tom Fagan, Managing Member

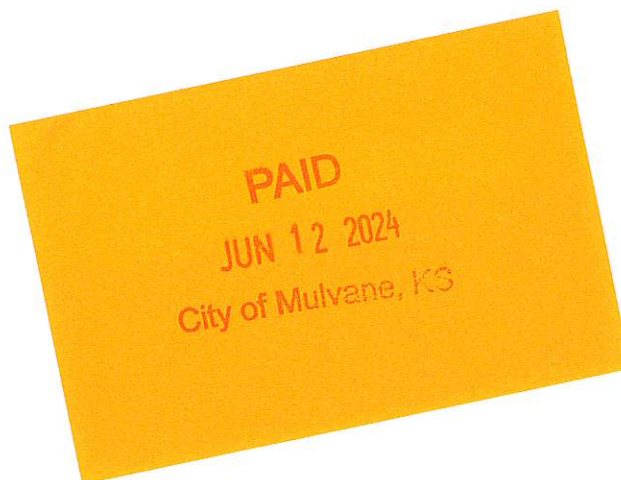
6-12-2024
4:16 pm

PROPERTY OWNED WITHIN
PROPOSED IMPROVEMENT DISTRICT

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

Filed in the office of the City Clerk,
Mulvane, Kansas this ____ day of _____, 2024.

Debra M. Parker, City Clerk



WATER LINE IMPROVEMENTS

EMERALD VALLEY ESTATES 2ND ADDITION

MULVANE, SEDGWICK COUNTY, KANSAS

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

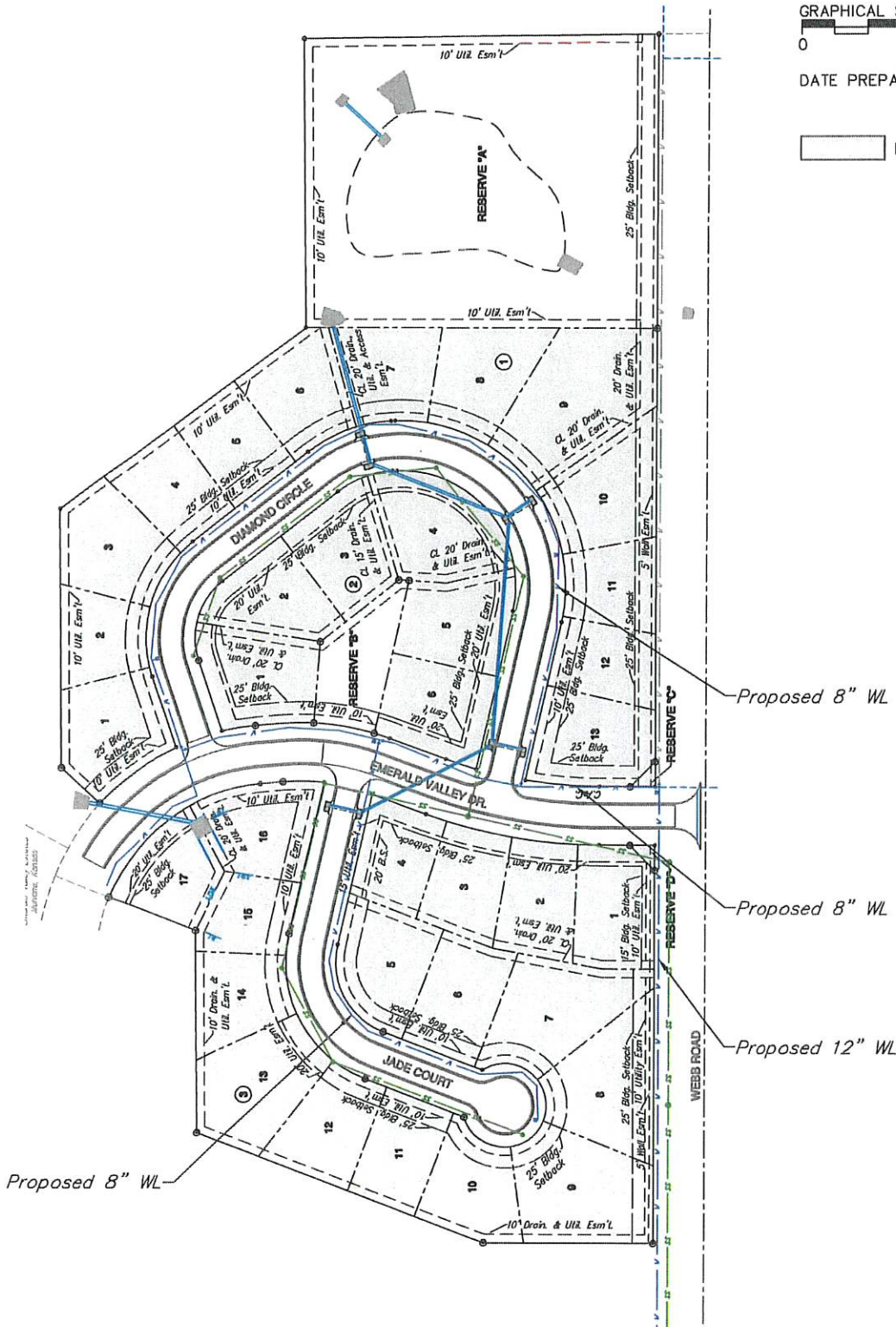


GRAPHICAL SCALE IN FEET

0 200 400

DATE PREPARED: MAY 29, 2024

IMPROVEMENT DISTRICT



Preliminary Cost Opinions

Emerald Valley Estates 2nd Addition
Mulvane, Sedgwick County, Kansas

Date: May 29, 2024

Water Line Improvements				
Description	Quantity	Units	Estimated Unit Cost	Extension
12" Water Line	679	LF	\$ 85.00	\$ 57,715
8" Water Line	2,568	LF	\$ 65.00	\$ 166,920
Fire Hydrant Assembly	5	EA	5,500.00	27,500
12" Anchor Valve Assembly	1	EA	3,800.00	3,800
8" Valve Assembly	7	EA	2,600.00	18,200
Flushed and Vibrated Sand Backfill	180	LF	35.00	6,300
Seeding and Erosion control BMP's	1	LS	5,500.00	5,500
Site Clearing and Restoration (estimate 5% of const.)	1	LS	14,296.75	14,297

Sub-Total Preliminary Opinion of Probable Construction Cost \$ 300,232

Project Expenses (35% of estimated construction costs) 105,081

Total Project Cost Opinion \$ 405,313

Total City Share (5.25%)* \$ 21,279

Total Benefit District Share (94.75%) \$ 384,034

Per Lot Basis (36 Total Lots) \$ 10,668

Benefit District vs. City Share Computation for Water Line Oversizing:

12" Water Line	679	LF	\$ 85.00	\$ 57,715
Less equivalent cost for 8" Water Line	679	LF	-65.00	-44,135
12" Valve Assembly	1	EA	3,800.00	3,800
Less equivalent costs for 8" Valve Assembly	1	EA	-2,600.00	-2,600
Seeding and Erosion control BMP's (5%, see notes)	1	LS	275	275
Site Clearing and Restoration (5%, see notes)	1	LS	715	715

Sub-Total Costs for 8" to 12" Pipe Oversizing \$ 15,770

Project Expenses (estimate 35% of construction) 5,519

Total City Shared Costs for Oversizing \$ 21,289

* Total Percentage of City Shared WL Costs (\$21,289/\$405,313) 5.25%

Notes:

- The proposed water line extension along Webb Rd. is increased from a typical 8" residential line to a 12" line to serve anticipated future City growth north along Webb Rd.
- Oversizing costs relating to additional seeding, erosion control BMP's, site clearing and restoration are estimated as the % difference between the total project costs vs. total project costs with all 8" pipe (\$426,879/\$414,366) = 3.02%
- Project expenses include cost of bonds issuance, survey, engineering design/oversight, admin, inspection and testing.
- Material quantities are estimated based on conceptual development layout only. Actual quantities and cost opinions are subject to change based on the approved final design plans, construction pricing, as-built quantities and project expenses.

DEVELOPER'S (SUBDIVIDER'S) AGREEMENT

(Special Assessment Improvements)

THIS AGREEMENT made and entered into this 12th day of JUNE, 2024, by and between the City of Mulvane, Kansas, a municipal corporation, hereinafter referred to as "City" and Suburban Land Development, LLC, a Kansas limited liability company, hereinafter collectively referred to as "Developer".

WHEREAS, the City has approved and accepted the final plat of Emerald Valley Estates 2nd Addition, Mulvane, Sedgwick County, Kansas, in the City of Mulvane, Kansas, dated the 6th day of MAY, 2024 (the "Subdivision/Addition"), subject to the execution of this Agreement; and

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

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

NOW, THEREFORE, it is agreed as follows;

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

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

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

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

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

- (i) For the Mass Grading and Detention Pond Improvements, a financial guaranty in the sum of \$132,316.
 - (ii) For the Street Improvements, a financial guaranty in the sum of \$161,416.
 - (iii) For the Storm Sewer Improvements, a financial guaranty in the sum of \$82,823.
 - (iv) For the Sanitary Sewer Improvements, a financial guaranty in the sum of \$158,892.
 - (v) For the Water Line Improvements, a financial guaranty in the sum of \$134,767.
 - (vi) For the 12" Water Transmission Line Improvement, a financial guaranty in the sum of \$34,443.
2. In consideration for the City's consent to permit the Developer to utilize the special assessment form of financing, the Developer hereby agrees to indemnify and hold the City harmless on account of any expenses, costs, or obligations incurred by the City and incurred as a result of utilizing the special assessment process. Developer's obligations in this regard shall include, but not be limited to, the reimbursement to the City of any interest costs assessed to the City in the event of a delay for any reason (including litigation) between the time of the issuance of temporary notes and the sale of bonds. The Developer's obligation herein shall extend to and include the obligation to pay all special assessments when due which obligation shall survive the transfer of ownership and shall continue as to each lot within the development until such time as said lot has been fully developed by the construction of a building or buildings and a full and final certificate of occupancy issued.
3. Developer covenants and agrees, as a condition precedent to the construction or finance of any public water facilities, that the Subdivision shall be served by the City of Mulvane for public water and that any and all things necessary to allow such service (including the removal or withdrawal from any rural water district territory) have been accomplished and are completed. Developer indemnifies the City for any costs associated with its failure to honor this covenant.
4. All temporary construction facilities must be removed when construction of buildings and improvements to the Subdivision/Addition are completed.
5. The Developer shall provide original purchasers of any property in the Subdivision/Addition a copy of the Developer's Agreement at the time of purchase.
6. All lots in the Subdivision/Addition shall be kept clean and mowed to a height not to exceed twelve (12) inches and Developer shall properly manage all storm water drainage in the

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

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

[Remainder of Page Intentionally Left Blank]

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

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

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

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

Notary Public

My Appointment Expires: _____

"Developer"

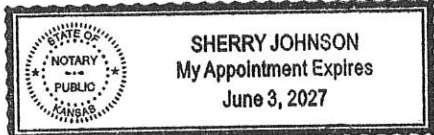
SUBURBAN LAND DEVELOPMENT, LLC
a Kansas limited liability company

By: Tom Fagan
Tom Fagan, Managing Member

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 12 day of June, 2024, before me, the undersigned, a notary public in and for the County and State aforesaid, came Tom Fagan, Managing Member of Suburban Land Development, LLC, a Kansas limited liability company, who are personally known to me to be the same persons who executed the within instrument of writing and such person who executed, as such officers, the within instrument of writing on behalf of the limited liability company and such persons duly acknowledged execution of the same to be the act and deed of said limited liability company.

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



Sherry Johnson
Notary Public

My Appointment Expires: June 3, 2027

After recording, return to:

City of Mulvane, Kansas
Attn: Debra M. Parker, City Clerk
211 N. 2nd
Mulvane, Kansas 67110
Telephone: [316] 777-1143

(Published in *The Mulvane News* on June 27, 2024)

RESOLUTION NO. 2024-__

A RESOLUTION DETERMINING THE ADVISABILITY OF MAKING CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MULVANE, KANSAS; SETTING FORTH THE GENERAL NATURE OF THE IMPROVEMENTS, THE ESTIMATED OR PROBABLE COSTS THEREOF, THE EXTENT OF THE BENEFIT DISTRICT TO BE ASSESSED FOR THE COSTS THEREOF, THE METHOD OF ASSESSMENT AND THE APPORTIONMENT OF THE COSTS BETWEEN THE BENEFIT DISTRICT AND THE CITY-AT-LARGE; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY; AND DIRECTING THE PUBLICATION AND RECORDING OF THIS RESOLUTION (EMERALD VALLEY SECOND WATER LINE IMPROVEMENTS, EMERALD VALLEY SECOND WATER TRANSMISSION LINE IMPROVEMENTS, EMERALD VALLEY SECOND SEWER IMPROVEMENTS, EMERALD VALLEY SECOND STREET IMPROVEMENTS, EMERALD VALLEY SECOND STORM SEWER IMPROVEMENTS, AND EMERALD VALLEY SECOND MASS GRADING & POND IMPROVEMENTS).

WHEREAS, on June __, 2024 six petitions (the “Petitions”) were filed in the Office of the City Clerk of the City of Mulvane, Kansas (the “City”), requesting that certain water, sewer, street, storm sewer, and mass grading & detention pond improvements be made to the Emerald Valley Estates 2nd Addition in the City; and

WHEREAS, the aforementioned Petitions set forth (a) the general nature of the improvements, (b) the estimated or probable costs of the improvements, (c) the extent of the improvement district to be assessed for the costs of the improvements, (d) the method of assessment, (e) the apportionment of the costs between the improvement district and the City-at-Large, (f) a request that the improvements be made without notice and hearing as required by K.S.A. 12-6a04, as amended and supplemented, and (g) a statement that the proposed improvement district does not include all the property that may benefit from the proposed improvements; and

WHEREAS, the governing body of the City, upon an examination thereof on June 17, 2024, has considered and found and determined the Petitions to be sufficient, having been signed by the owners of record, whether resident or not, of all of the area liable for assessment for the costs of improvements requested thereby.

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

SECTION 1. It is hereby found and finally determined to be advisable to make certain Improvements (hereinafter defined) in the City, and the following findings are hereby made regarding said Improvements:

A. Emerald Valley Second Water Line Improvements (the “Emerald Valley Second Water Line Improvements”)

(1) The internal improvements are described as and consist of the excavation and construction of certain water line improvements and related appurtenances necessary to serve the Benefit District (as hereinafter defined) in the City of Mulvane, Kansas (such improvements being commonly known as “Emerald Valley Second Water Line Improvements”).

(2) The estimated or probable costs of the Emerald Valley Second Water Line Improvements, as “cost” is defined in subparagraph (d) of K.S.A. 12-6a01, is Four Hundred Five Thousand Three Hundred Thirteen Dollars (\$405,313) (said cost may be increased at the rate of one percent (1%) per month from and after the date of approval of this resolution).

(3) The extent of the improvement district to be assessed for the costs of the Emerald Valley Second Water Line Improvements shall include and consist of certain real property in the City of Mulvane, Sedgwick County, Kansas, which is described as follows:

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

(collectively, the “Benefit District”).

The Benefit District does not include all the property that may be deemed benefited by the Emerald Valley Second Water Line Improvements. The signers of the petition are the owners of one hundred percent (100%) of the property in the Benefit District and have agreed to pay the costs of the Emerald Valley Second Water Line Improvements as set forth in the Petition and consented to the levy of special assessments in the Benefit District as described in the Petition.

(4) The method of assessment proposed for assessing costs of the proposed Emerald Valley Second Water Line Improvements to the properties in the proposed benefit district is that all the lots shall pay an equal share per lot of the total cost payable by the Benefit District.

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

(5) The apportionment of the costs of the Emerald Valley Second Water Line Improvements, as between the Benefit District and the City-at-Large, is that ninety-five percent (95%) of the costs shall be assessed against the proposed Benefit District, and five percent (5%) of the cost shall be apportioned to the City-at-Large.

B. Emerald Valley Second Water Transmission Line Improvements
(the “Emerald Valley Second Water Transmission Line Improvements”)

(1) The internal improvements are described as and consist of the excavation and construction of certain 12” water transmission line improvements and related appurtenances necessary to serve the Benefit District (as hereinafter defined) in the City of Mulvane, Kansas (such improvements being commonly known as “Emerald Valley Second Water Transmission Line Improvements”).

(2) The estimated or probable costs of the Emerald Valley Second Water Transmission Line Improvements, as “cost” is defined in subparagraph (d) of K.S.A. 12-6a01, is One Hundred Twenty-Six Thousand One Hundred Sixty-Five Dollars (\$126,165) (said cost may be increased at the rate of 1% per month from and after the date of approval of this resolution).

(3) The extent of the improvement district to be assessed for the costs of the Emerald Valley Second Water Transmission Line Improvements shall include and consist of certain real property in the Benefit District.

The Benefit District does not include all the property that may be deemed benefited by the Emerald Valley Second Water Transmission Line Improvements. The signers of the petition are the owners of one hundred percent (100%) of the property in the Benefit District and have agreed to pay the costs of the Emerald Valley Second Water Transmission Line Improvements as set forth in the Petition and consented to the levy of special assessments in the Benefit District as described in the Petition.

(4) The method of assessment proposed for assessing costs of the proposed Emerald Valley Second Water Transmission Line Improvements to the properties in the proposed benefit district is that all the lots shall pay an equal share per lot of the total cost payable by the Benefit District.

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

(5) The apportionment of the costs of the Emerald Valley Second Water Transmission Line Improvements, as between the Benefit District and the City-at-Large, is that seventy-eight percent (78%) of the costs shall be assessed against the proposed Benefit District, and twenty-two Percent (22%) of the cost shall be apportioned to the City-at-Large.

C. Emerald Valley Second Sewer Improvements (the “Emerald Valley Second Sewer Improvements”)

(1) The internal improvements are described as and consist of the excavation and construction of certain sanitary sewer improvements and related appurtenances necessary to serve the Emerald Valley Second Sewer Improvements Benefit District in the City of Mulvane, Kansas (such improvements being commonly known as “Emerald Valley Second Sewer Improvements”).

(2) The estimated or probable costs of the Emerald Valley Second Sewer Improvements, as “cost” is defined in subparagraph (d) of K.S.A. 12-6a01, is Four Hundred Fifty-Three Thousand Nine Hundred Seventy-Six Dollars (\$453,976) (said cost to be increased at the rate of 1% per month from and after the date of approval of this resolution).

(3) The extent of the improvement district to be assessed for the costs of the Emerald Valley Second Sewer Improvements shall include and consist of certain real property in the City of Mulvane, Sedgwick County, Kansas, which is described as follows:

Emerald Valley Estates 2nd Addition:

Block 1, Lots 1 through 13, inclusive

Block 2, Lots 1 through 6, inclusive

Block 3, Lots 1 through 16, inclusive

(collectively, the “Emerald Valley Second Sewer Improvements Benefit District”).

The Emerald Valley Second Sewer Improvements Benefit District does not include all the property that may be deemed benefited by Emerald Valley Second Sewer Improvements. The signers of the petition are the owners of 100% of the property in the Emerald Valley Second Sewer Improvements Benefit District and have agreed to pay the costs of the Emerald Valley Second Sewer Improvements as set forth in the Petition and consented to the levy of special assessments in the Emerald Valley Second Sewer Improvements Benefit District as described in the Petition.

(4) The method of assessment proposed for assessing costs of the proposed Emerald Valley Second Sewer Improvements to the properties in the proposed benefit district is that all the lots shall pay an equal share per lot of the total cost payable by the Emerald Valley Second Sewer Improvements Benefit District.

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

(5) The apportionment of the costs of the Emerald Valley Second Sewer Improvements, as between the Emerald Valley Second Sewer Improvements Benefit District and the City-at-Large, is that One Hundred Percent (100%) of the costs shall be assessed against the proposed Emerald Valley Second Sewer Improvements Benefit District, and Zero Percent (0%) of the cost shall be apportioned to the City-at-Large.

D. Emerald Valley Second Street Improvements (the “Emerald Valley Second Street Improvements”)

(1) The internal improvements are described as and consist of the excavation and construction of street improvements and related appurtenances necessary to serve the Benefit District in the City of Mulvane, Kansas (such improvements being commonly known as “Emerald Valley Second Street Improvements”).

(2) The estimated or probable costs of the Emerald Valley Second Street Improvements, as “cost” is defined in subparagraph (d) of K.S.A. 12-6a01, is Four Hundred Sixty-One Thousand One Hundred Ninety Dollars (\$461,190) (said cost to be increased at the rate of one percent (1%) per month from and after the date of approval of this resolution).

(3) The extent of the improvement district to be assessed for the costs of the Emerald Valley Second Street Improvements shall include and consist of certain real property in the Benefit District.

The Benefit District does not include all the property that may be deemed benefited by the Emerald Valley Second Street Improvements. The signers of the petition are the owners of 100% of the property in the Benefit District and have agreed to pay the costs of the Emerald Valley Second Street Improvements as set forth in the Petition and consented to the levy of special assessments in the Benefit District as described in the Petition.

(4) The method of assessment proposed for assessing costs of the proposed Emerald Valley Second Street Improvements to the properties in the proposed benefit district is that all the lots shall pay an equal share per lot of the total cost payable by the Benefit District.

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

(5) The apportionment of the costs of the Emerald Valley Second Street Improvements, as between the Benefit District and the City-at-Large, is that One Hundred Percent (100%) of the costs shall be assessed against the proposed Benefit District, and Zero Percent (0%) of the cost shall be apportioned to the City-at-Large.

E. Emerald Valley Second Storm Sewer Improvements (the “Emerald Valley Second Storm Sewer Improvements”)

(1) The internal improvements are described as and consist of the excavation and construction of storm sewer improvements and necessary appurtenances such as pipe, inlets, curbs, manholes, and related appurtenances necessary to serve the Benefit District in the City of Mulvane, Kansas (such improvements being commonly known as “Emerald Valley Second Storm Sewer Improvements”).

(2) The estimated or probable costs of the Emerald Valley Second Storm Sewer Improvements, as “cost” is defined in subparagraph (d) of K.S.A. 12-6a01, is Two Hundred Thirty-Six Thousand Six Hundred Thirty-Seven Dollars (\$236,637) (said cost to be increased at the rate of 1% per month from and after the date of approval of this resolution).

(3) The extent of the improvement district to be assessed for the costs of the Emerald Valley Second Storm Sewer Improvements shall include and consist of certain real property in the Benefit District.

The Benefit District does not include all the property that may be deemed benefited by the Emerald Valley Second Storm Sewer Improvements. The signers of the petition are the owners of 100% of the property in the Benefit District and have agreed to pay the costs of the Emerald Valley Second Storm Sewer Improvements as set forth in the Petition and consented to the levy of special assessments in the Benefit District as described in the Petition.

(4) The method of assessment proposed for assessing costs of the proposed Emerald Valley Second Storm Sewer Improvements to the properties in the proposed benefit district is that all the lots shall pay an equal share per lot of the total cost payable by the Benefit District.

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

(5) The apportionment of the costs of the Emerald Valley Second Storm Sewer Improvements, as between the Benefit District and the City-at-Large, is that One Hundred Percent (100%) of the costs shall be assessed against the proposed Benefit District, and Zero Percent (0%) of the cost shall be apportioned to the City-at-Large.

E. Emerald Valley Second Mass Grading & Pond Improvements (the “Emerald Valley Second Mass Grading & Pond Improvements”)

(1) The internal improvements are described as and consist of the excavation and construction of mass grading and detention pond improvements and necessary appurtenances such as mass grading, excavation, and construction of a storm water detention pond and storm sewer utilities, and related appurtenances necessary to serve the Benefit District in the City of Mulvane, Kansas (such improvements being commonly known as “Emerald Valley Second Mass Grading & Pond Improvements”).

(2) The estimated or probable costs of the Emerald Valley Second Mass Grading & Pond Improvements, as “cost” is defined in subparagraph (d) of K.S.A. 12-6a01, is Three Hundred Seventy-Eight Thousand Forty-Seven Dollars (\$378,047) (said cost to be increased at the rate of 1% per month from and after the date of approval of this resolution).

(3) The extent of the improvement district to be assessed for the costs of the Emerald Valley Second Mass Grading & Pond Improvements shall include and consist of certain real property in the Benefit District.

The Benefit District does not include all the property that may be deemed benefited by the Emerald Valley Second Mass Grading & Pond Improvements. The signers of the petition are the owners of 100% of the property in the Benefit District and have agreed to pay the costs of the Emerald Valley Second Mass Grading & Pond Improvements as set forth in the Petition and consented to the levy of special assessments in the Benefit District as described in the Petition.

(4) The method of assessment proposed for assessing costs of the proposed Emerald Valley Second Mass Grading & Pond Improvements to the properties in the proposed benefit district is that all the lots shall pay an equal share per lot of the total cost payable by the Benefit District.

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

(5) The apportionment of the costs of the Emerald Valley Second Mass Grading & Pond Improvements, as between the Benefit District and the City-at-Large, is that One Hundred Percent (100%) of the costs shall be assessed against the proposed Benefit District, and Zero Percent (0%) of the cost shall be apportioned to the City-at-Large.

SECTION 2. The Emerald Valley Second Water Line Improvements, Emerald Valley Second Water Transmission Line Improvements, Emerald Valley Second Sewer Improvements, Emerald Valley Second Street Improvements, Emerald Valley Second Storm Sewer Improvements, and Emerald Valley Second Mass Grading & Pond Improvements (collectively herein the "Improvements") are hereby authorized and ordered to be made in accordance with the findings set forth in Section 1 hereof, under the authority of and as provided by K.S.A. 12-6a01 *et seq.*, as amended and supplemented.

SECTION 3. This Resolution shall be published one time in the City's official newspaper, and shall be recorded in the Office of the Register of Deeds of Sedgwick County, Kansas in accordance with the provisions of K.S.A. 12-153.

[Remainder of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by the governing body of the City of Mulvane,
Kansas on the 17th day of June, 2024.

CITY OF MULVANE, KANSAS

[seal]

Brent Allen, Mayor

ATTEST:

Debra M. Parker, City Clerk

(Published in *The Mulvane News* on June 27, 2024)

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE CONSTRUCTION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MULVANE, KANSAS, AS HERETOFORE DETERMINED ADVISABLE AND AUTHORIZED TO BE MADE BY RESOLUTION NO. 2024-__ OF THE CITY, UNDER THE AUTHORITY OF K.S.A. 12-6a01 *ET SEQ.*, AS AMENDED AND SUPPLEMENTED; PROVIDING FOR THE PAYMENT OF THE COSTS OF SAID IMPROVEMENTS; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PAYMENT OF THE COSTS OF SAID IMPROVEMENTS AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TEMPORARY IMPROVEMENT NOTES FROM TIME TO TIME AS FUNDS ARE NEEDED FOR THE ORDERLY CONSTRUCTION OF SAID IMPROVEMENTS.

WHEREAS, the governing body of the City of Mulvane, Kansas (the “City”) has heretofore by Resolution No. 2024-__ (the “Authorizing Resolution”), duly adopted this June 17, 2024, and to be published in the City’s official newspaper as required by law on June 27, 2024, found and determined it to be advisable and authorized the making of certain Emerald Valley Second Water Line Improvements, Emerald Valley Second Water Transmission Line Improvements, Emerald Valley Second Sewer Improvements, Emerald Valley Second Street Improvements, Emerald Valley Second Storm Sewer Improvements, and Emerald Valley Second Mass Grading & Pond Improvements (collectively, the “Improvements”) in the City, as provided by K.S.A. 12-6a01 *et seq.*, as amended and supplemented, at a total estimated cost of \$2,061,328 (said cost may be increased at the rate of 1% per month from and after the date of the Authorizing Resolution for the Improvements), which costs will be levied and assessed against properties benefiting from the Improvements; and

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

WHEREAS, the governing body of the City has commenced consideration of the Petitions (as described in the Authorizing Resolution); and

WHEREAS, the governing body hereby finds and determines it to be necessary to authorize the construction of the Improvements; to provide for the payment of the costs thereof not otherwise paid in cash by the property owner; and to authorize and provide for the issuance of temporary improvement notes from time to time as funds are needed for the orderly construction of the Improvements;

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

SECTION 1. It is hereby authorized, ordered and directed that the Improvements (as defined above) determined advisable and authorized by the Authorizing Resolution (as defined above), shall be constructed in accordance with the plans and specifications and estimates of costs therefor, which are hereby approved by the governing body and directed to be placed on file in the office of the City Clerk where they shall be available for public inspection.

SECTION 2. It is hereby authorized, ordered and directed that the costs of the Improvements, when finally determined, shall be levied and assessed to the respective properties liable therefor as set forth in the Authorizing Resolution and in the manner provided by K.S.A. 12-6a01 *et seq.*, as amended and supplemented; and that for the purpose of providing funds to pay any portion of such special assessments which are not paid in cash, general obligation bonds of the City shall be issued in the manner authorized and provided by law; provided that, said general obligation bonds may be issued in combination with other general obligation bonds being issued by the City as shall be determined by the governing body at the time of such issuance to be in the best interest of the City.

SECTION 3. It is hereby further authorized, ordered and directed that in the absence of otherwise available funds, in order to temporarily finance the estimated costs of the Improvements until the levying and collection of the special assessments and the issuance of the general obligation bonds as hereinbefore provided, there may be issued temporary improvement notes (the "Notes"), such notes to be issued from time to time upon subsequent resolution or resolutions of the City which shall provide and set forth the details of the Notes, including the fixing of the dates, terms, denominations, interest rates and maturity dates (not exceeding four years from the date of the notes and redeemable at any time prior to the stated maturity thereof). Such Notes shall be issued and provision shall be made therefor as funds are needed and required for the orderly construction of the Improvements; and the Mayor and City Clerk are hereby authorized, ordered and directed to prepare and execute each of such Notes in accordance with the terms of this Ordinance and the terms of the subsequent resolution or resolutions providing for same; and shall deliver the Notes to persons having claims against the City in connection with the Improvements, or may sell the Notes at private or public sale and apply the proceeds therefrom to the payment of the actual costs and expenses of the Improvements. Any Notes issued under the authority of this Section shall be issued under and will contain a recital that they are issued under the authority of K.S.A. 10-123 and K.S.A. 12-6a01, inclusive, as amended and supplemented, and shall contain all other usual and required recitals and covenants and be in the form required therefor by said K.S.A. 10-123; and said Notes may be issued in combinations with any other temporary notes being issued by the City as shall be determined by the governing body at the time of such issuance to be in the City's best interest.

SECTION 4. This Ordinance shall be in force and take effect from and after its passage, adoption and approval and publication one time in the City's official newspaper.

[Remainder of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by the governing body of the City of Mulvane,
Kansas on the 17th day of June, 2024.

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Mulvane, Kansas met in regular session, at the normal meeting place in the City on June 17, 2024, at 6:00 p.m., with Mayor Brent Allen presiding, and the following members of the governing body present:

and the following members absent:

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

A RESOLUTION DETERMINING THE ADVISABILITY OF MAKING CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MULVANE, KANSAS; SETTING FORTH THE GENERAL NATURE OF THE IMPROVEMENTS, THE ESTIMATED OR PROBABLE COSTS THEREOF, THE EXTENT OF THE BENEFIT DISTRICT TO BE ASSESSED FOR THE COSTS THEREOF, THE METHOD OF ASSESSMENT AND THE APPORTIONMENT OF THE COSTS BETWEEN THE BENEFIT DISTRICT AND THE CITY-AT-LARGE; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY; AND DIRECTING THE PUBLICATION AND RECORDING OF THIS RESOLUTION (EMERALD VALLEY SECOND WATER LINE IMPROVEMENTS, EMERALD VALLEY SECOND WATER TRANSMISSION LINE IMPROVEMENTS, EMERALD VALLEY SECOND SEWER IMPROVEMENTS, EMERALD VALLEY SECOND STREET IMPROVEMENTS, EMERALD VALLEY SECOND STORM SEWER IMPROVEMENTS, AND EMERALD VALLEY SECOND MASS GRADING & POND IMPROVEMENTS).

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

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

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

AN ORDINANCE AUTHORIZING THE CONSTRUCTION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MULVANE, KANSAS, AS HERETOFORE DETERMINED ADVISABLE AND AUTHORIZED TO BE MADE BY RESOLUTION NO. 2024-__ OF THE CITY, UNDER THE AUTHORITY OF K.S.A. 12-6a01 *ET SEQ.*, AS AMENDED AND SUPPLEMENTED; PROVIDING FOR THE PAYMENT OF THE COSTS OF SAID IMPROVEMENTS; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PAYMENT OF THE COSTS OF SAID IMPROVEMENTS AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TEMPORARY IMPROVEMENT NOTES FROM TIME TO TIME AS FUNDS ARE NEEDED FOR THE ORDERLY CONSTRUCTION OF SAID IMPROVEMENTS.

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

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

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of the Minutes of the proceedings at the June 17, 2024 meeting of the governing body of the City of Mulvane, Kansas.

[seal]

Debra M. Parker, City Clerk

**CITY COUNCIL MEETING
June 17, 2024**

TO: Mayor and City Council
FROM: Municipal Advisor (Greg Vahrenberg of Raymond James & Associates)
SUBJECT: Municipal Advisory Services Agreement for General Obligation Temporary Notes
AGENDA: Action

Background:

The City has identified certain improvements in the Harvest Point and Emerald Valley, Second Addition benefit districts that need to be made which will be financed through the issuance of the Series A, 2024 General Obligation Temporary Notes.

These improvement projects will ultimately be paid from special assessments levied against the property owners in such benefit districts. The improvements are initially financed through the issuance of temporary notes. Once the improvements are complete, the City will then determine the final project costs and conduct the assessment proceedings. The assessment proceedings will allow property owners to either prepay their assessment or have it financed and paid over several years. Any assessments that are not prepaid will be financed through the issuance of General Obligation Bonds. The proceeds of the General Obligation Bonds will be used to redeem and pay the Temporary Notes.

At the City Council meeting, the Council will consider engaging Raymond James & Associates to serve as Municipal Advisor for the sale of the General Obligation Temporary Notes.

Financial Considerations:

The General Obligation Temporary Notes, Series A, 2024 will provide funds to pay the cost of the benefit district improvement projects. The City will not make payments on the Temporary Notes and, upon completion of the projects and benefit district proceedings, the City will issue a series of General Obligation Bonds which will permanently finance the improvements in the benefit districts that will be repaid from special assessments levied against the property owners therein. The Temporary Notes will be general obligations of the City backed by the full faith and credit of the City. The fees of the Municipal Advisor are contingent upon completion of the note issue.

Legal Considerations:

The City has the authority to sign the Municipal Advisory Services Agreement with Raymond James & Associates.

Recommendation:

City Staff's recommendation is for the City to engage Raymond James & Associates as Municipal Advisor for the public sale of the General Obligation Temporary Notes, Series, A, 2024.

Action/Sample Motion:

I move to engage Raymond James & Associates as Municipal Advisor for the public sale of the City's General Obligation Temporary Notes, Series A, 2024.

MUNICIPAL ADVISOR AGREEMENT

BY and BETWEEN THE

CITY OF MULVANE, KANSAS and
RAYMOND JAMES & ASSOCIATES, INC.

THIS AGREEMENT is by and between the City of Mulvane, Kansas (the “Issuer”), and Raymond James & Associates, Inc. (the “Municipal Advisor”).

WHEREAS, the Issuer wishes to hire the Municipal Advisor to serve as its municipal advisor and financial advisor in accordance with the provisions of this Agreement and the Municipal Advisor, through its Public Finance/Debt Investment Banking Department, is engaged in the business of providing, and is authorized under applicable Federal and State statutes and applicable regulatory rules to provide advisory services to the Issuer as provided herein, and

WHEREAS, the City desires to issue a series of general obligation temporary notes (as hereinafter defined) to finance certain infrastructure improvements in the Harvest Point benefit district in the City; and

NOW THEREFORE, it is agreed by all parties signing this Municipal Advisor Agreement (the “Agreement”) that:

I. SCOPE OF SERVICES

1. The Municipal Advisor will consult with and advise the Issuer with respect to refinancing opportunities related to its outstanding debt and any forms of credit enhancement. This advice will generally include the following:
 - a. Evaluating opportunities to current or advance refund outstanding debt obligations and/or bonds/notes of the Issuer;
 - b. Assisting in managing relationships and interaction with rating agencies, bond insurers, bidders and bond investors;
 - c. Assist with the preparation of the preliminary and final official statement;
 - d. Assisting the Issuer with a competitive sale or placement of the Notes;
 - e. Assisting with the calculation and preparation of the special assessments for the benefit districts, and
 - f. Assisting the Issuer, at your request, in evaluating certain investment banking ideas that may be presented to the Issuer from time to time.
2. When the Issuer deems it necessary to issue bonds, notes, or other debt instruments (collectively, the “Notes” or “Obligations”) in the capital markets, the Municipal Advisor will consult with and advise the Issuer with respect to the various structures, provisions and covenants appropriate or advisable to consider as part of the new financing, generally including, but not necessarily limited to, the following:
 - a. Obligation amounts;
 - b. Principal, interest, and final maturity dates;
 - c. average life tests;
 - d. maturity amortization schedules;
 - e. interest rates;
 - f. redemption provisions;
 - g. debt service;
 - h. coverage requirements;
 - i. flow of funds;
 - j. reserve funds;
 - k. sinking funds; and
 - l. security pledges.

3. The Municipal Advisor will, upon request, work with staff and attorneys of the Issuer, including bond counsel, in the development of the financial and security provisions to be contained in the instruments authorizing and securing the Obligations undertaken by the Issuer.
4. The Municipal Advisor will, as requested, assist Issuer staff in the development of Issuer information to be used by the Issuer for presentation to investors, underwriters and others.
5. The Municipal Advisor will coordinate and attend the sale of the Notes and advise and assist the Issuer in the analysis of the bids received for the sale of the Notes.
6. The scope of services set forth in (1) through (5) above (the “Scope of Services”) is subject to the following limitations:
 - a. The Scope of Services is limited solely to the services described above and is subject to any limitations set forth within the description of the Scope of Services.
 - b. The Municipal Advisor will be responsible for coordinating the preparation of the preliminary or final official statement, but will not be responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.
 - c. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to the Notes or any Obligations or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

If Issuer has designated Municipal Advisor as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor’s activities as IRMA as may be provided in the Scope of Services described herein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of Issuer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Municipal Advisor, and Issuer agrees not to represent, publicly or to any specific person, that Municipal Advisor is Issuer’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Municipal Advisor’s prior written consent.

7. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.
8. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the Issuer’s determination whether to preceed with a course of action or that form the basis for any advice provided by Municipal Advisor to the Issuer. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on the Issuer’s behalf. Issuer agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the

Issuer agrees that, to the extent the Issuer seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, the Issuer will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

II. UNDERTAKINGS BY THE ISSUER

1. The Issuer will make available to the Municipal Advisor financial data and information concerning the Issuer's fiscal operation.
2. The Issuer will work with bond counsel who will issue an approving legal opinion to accompany the issuance of the Notes, and also with appropriate Issuer's local legal counsel with respect thereto. Additionally, the Issuer will either retain or work with counsel to advise it as to the adequacy of disclosure of the Offering Documents or other official documents relating to the Notes.

III. PAYMENT TO THE MUNICIPAL ADVISOR

1. For performance of the services set forth herein, the Issuer will compensate the Municipal Advisor a fee of \$20,000.00 payable upon the issuance of the Series A, 2024 General Obligation Temporary Notes.
2. The Issuer agrees to promptly pay the Municipal Advisor fee described herein upon closing of the Notes and upon receiving an invoice from the Municipal Advisor.

IV. PAYMENT OF COSTS OF ISSUANCE

The Issuer shall be responsible for payment of all the costs of issuing the Notes, including, but not necessarily limited to, the following:

- a. Printing, posting, and any other means of distribution or dissemination of the Preliminary and Final Official Statement;
- b. Fees of the Ratings Agency for assignment of a note rating;
- c. Paying Agent fees and expenses;
- d. Attorney General review fee;
- e. CUSIP fee;
- f. Bond Counsel and Local Counsel Fees;
- g. Underwriting Discount, if any; and
- h. Bond Insurance Premiums, if any.

V. GENERAL PROVISIONS

1. The Issuer understands and acknowledges that the Municipal Advisor or its affiliates may have trading and other business relationships with bidders for the sale of the Notes or other participants in the proposed transaction. Additionally, the Municipal Advisor or its affiliates may have trading and other business relationships with potential purchasers of the Obligations. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which Municipal Advisor may have, among other things, an economic interest. Notwithstanding the foregoing, Municipal Advisor will not receive any compensation with respect to the issuance of the Obligations other than as disclosed above. Municipal Advisor is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of the Municipal Advisor's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining Municipal Advisor's responsibilities to the Issuer.
2. Both parties acknowledge and agree that the Municipal Advisor is acting solely as a financial advisor to the Issuer with respect to the Notes identified above; Municipal Advisor's engagement

by the Issuer is limited to providing financial advisory services to the Issuer with respect to the Notes and the Municipal Advisor is not a fiduciary of any other party to the transaction. The Municipal Advisor will not (1) provide any assurances that any investment made in connection with the Notes or otherwise during its engagement is the best possible investment available for the Issuer's situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable to any party if any of the Notes or an investment fails to close or for default of same. Municipal Advisor's limited engagement terminates upon the settlement date of the Notes and Municipal Advisor shall have no further duties or obligations thereafter.

3. MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to the Issuer as Exhibit A to this Agreement.
4. The Municipal Advisor agrees to assist the Issuer as provided only on the basis that it is expressly understood and agreed that the Municipal Advisor assumes no responsibility to the Issuer or any person for the accuracy or completeness of any information contained in any Preliminary Official Statement or Final Official Statement issued in connection with the Obligations.
5. Unless terminated earlier as provided below, the term of this Agreement shall end upon the close of business on the date of issuance of the Notes. This Agreement may be terminated by either party hereto with ten (10) business days prior written notice to the other. In the event of such termination, whether by either party hereto, the Municipal Advisor shall promptly submit for payment, and Issuer shall promptly pay, a final bill for the payment of all unpaid fees, if any, then due and owing. Furthermore, it is understood by all parties hereto, that if the Notes are not issued and closed, the Issuer is under no obligation to pay the Municipal Advisor fee set forth herein. Other than the foregoing, neither party shall incur any liability to the other arising out of the termination of this Agreement. However, this Article 5 shall survive any such termination.
6. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Issuer. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Obligation or municipal financial product (hereinafter, "Product") or otherwise relating to the tax treatment of any Obligation or Product, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Issuer of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c) (1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder. The Issuer hereby covenants and agrees that it will indemnify and hold harmless the Municipal Advisor, its parent and affiliates, and each of the foregoing entities' officers, directors, employees and agents (the "Municipal Advisor Indemnitees") against any and all losses, claims, demands, damages or liabilities of any kind whatsoever, arising from or out of the acts, omissions or doings of the Issuer, its representatives, employees or agents, or in any way relating to the financings or other matter within the purview of this Agreement, whether pursuant to statute or at common law or otherwise (hereinafter, "Claims"), and will reimburse each

of the Municipal Advisor Indemnitees for any legal or other expense reasonably incurred by it in connection with investigating or defending any such Claims or actions or proceedings arising from such Claims, whether or not resulting in any liability.

7. This Agreement embodies all the terms, agreements, conditions and rights contemplated and negotiated by the Issuer and the Municipal Advisor, and supersedes any and all discussions and understandings, written or oral, between Issuer and Municipal Advisor regarding the subject matter hereof. Any modifications and/or amendments must be made in writing and signed by both parties.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without reference to its conflicts of law principles.
9. Any dispute arising out of this Agreement or the performance hereof shall be resolved in binding arbitration before the American Arbitration Association, pursuant to its commercial arbitration rules. Each party, to the fullest extent permitted by law, knowingly, voluntarily and intentionally waives its right to a jury trial in any action or other legal proceeding arising out of or relating to this Agreement or the performance hereof.
10. This Agreement shall be binding upon and inure to the benefit of the Issuer and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
11. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS AGREEMENT to be signed and sealed by their respective authorized officers.

CITY OF MULVANE, KANSAS

By: _____

Name: _____

Title: _____

Date: _____

RAYMOND JAMES & ASSOCIATES, INC.



Gregory M. Vahrenberg
Managing Director

Dated: May 23, 2024

Exhibit A
Disclosure Letter for Municipal Advisor Agreement

City of Mulvane, Kansas

This letter is provided under new Municipal Securities Rulemaking Board (MSRB) Rule G-42 in connection with our engagement as financial advisor and municipal advisor under the Municipal Advisor Agreement to which this letter is attached (the “Agreement”) between **Raymond James & Associates, Inc.** (“Raymond James”) and the City of Mulvane, Kansas (the “Client”). This letter will serve as written documentation required under MSRB Rule G-42 of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship.

1. Scope of Services. (a) ***Services to be provided.*** The scope of services with respect to Raymond James’s engagement with the Client is as provided in the Agreement (the “Scope of Services”).

(b) ***Limitations on Scope of Services.*** The Scope of Services is subject to such limitations as may be provided in the Agreement.

(c) ***IRMA status.*** If the Client has designated Raymond James as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), the Scope of Services is not deemed to be expanded to include all actual or potential issuances of municipal securities or municipal financial products merely because Raymond James, as IRMA, reviews a third-party recommendation relating to a particular actual or potential issuance of municipal securities or municipal financial product not otherwise considered within the Scope of Services. Raymond James is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Raymond James requests that the Client provide to it, for review, any written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) that references Raymond James, its personnel and its role as IRMA. In addition, Raymond James requests that the Client not represent, publicly or to any specific person, that Raymond James is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, not within the Scope of Services without first discussing such representation with Raymond James.

2. Raymond James’s Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Raymond James make a reasonable inquiry as to the facts that are relevant to the Client’s determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Raymond James to the Client. The rule also requires that Raymond James undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Raymond James is also required under the rule to use reasonable diligence to know the essential facts about the Client and the authority of each person acting on the Client’s behalf.

Accordingly, Raymond James will seek the Client’s assistance and cooperation, and the assistance and cooperation of Client’s agents, with the carrying out by Raymond James of these regulatory duties, including providing to Raymond James accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent the Client seeks to have Raymond James provide advice with regard to any recommendation made by a third party, Raymond James requests that the Client provide to Raymond James written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Term. The term of Raymond James’s engagement as municipal advisor and the terms on which the engagement may be terminated are as provided in the Agreement. In addition, we understand that our

engagement may be terminated with or without cause by either party. In case of any termination, we believe that the terminating party should endeavor to provide reasonable notice of such termination to the other party so as to permit an orderly transition.

4. **Compensation.** The form and basis of compensation for Raymond James's services as municipal advisor are as provided in the Agreement.

5. **Required Disclosures.** MSRB Rule G-42 requires that Raymond James provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) ***Disclosures of Conflicts of Interest.*** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Raymond James makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Raymond James addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Raymond James mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Raymond James to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to Raymond James's financial or other interests. In addition, because Raymond James is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Raymond James is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity and quality of service. Furthermore, Raymond James's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Raymond James potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. **Compensation-Based Conflicts.** The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Raymond James of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Raymond James. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Raymond James may suffer a loss. Thus, Raymond James may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

II. **Other Municipal Advisor or Underwriting Relationships.** Raymond James serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Raymond James serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Raymond James could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of

municipal securities by other municipal entities, the interests of Raymond James to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Raymond James serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Raymond James's ability to fulfill its regulatory duties to the Client.

III. Broker-Dealer and Investment Advisory Business. Raymond James is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, personnel of the Client, and current or potential investors in the securities of the Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities, and the interests of such other clients could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Raymond James effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Raymond James to the Client under this Agreement.

IV. Secondary Market Transactions in Client's Securities. Raymond James, in connection with its sales and trading activities, may take a principal position in securities, including securities of the Client, and therefore Raymond James could have interests in conflict with those of the Client with respect to the value of the Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, Raymond James or its affiliates may submit orders for and acquire the Client's securities issued in an issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with the Client in that it could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing of the Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Raymond James to the Client under this Agreement.

(b) ***Disclosures of Information Regarding Legal Events and Disciplinary History.*** MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Raymond James sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event

Raymond James discloses the following legal or disciplinary events that may be material to the Client's evaluation of Raymond James or the integrity of Raymond James's management or advisory personnel: We are not aware of any such events.

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. If any of the above DRPs provides that a DRP has been filed on Form ADV, BD, or U4 for the applicable event, information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 705.

II. How to Access Form MA and Form MA-I Filings. Raymond James's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=000_072_4743. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 705.

III. Most Recent Change in Legal or Disciplinary Event Disclosure. Raymond James has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(c) ***Future Supplemental Disclosures.*** As required by MSRB Rule G-42, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Raymond James. Raymond James will provide the Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

(d) ***MSRB Rule G-10 Required Disclosures.*** Raymond James & Associates, Inc. is registered with and subject to the rules and regulations of the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). Both the SEC and the MSRB publish websites containing information and resources designed to educate investors. In addition to educational materials about the municipal securities market and municipal securities market data, the MSRB website includes an investor brochure describing protections that may be provided by MSRB rules, including how to file a complaint with the appropriate regulatory authority. For more information, visit www.sec.gov and www.msrb.org.

Raymond James & Associates, Inc.



Gregory M. Vahrenberg
Managing Director
May 23, 2024

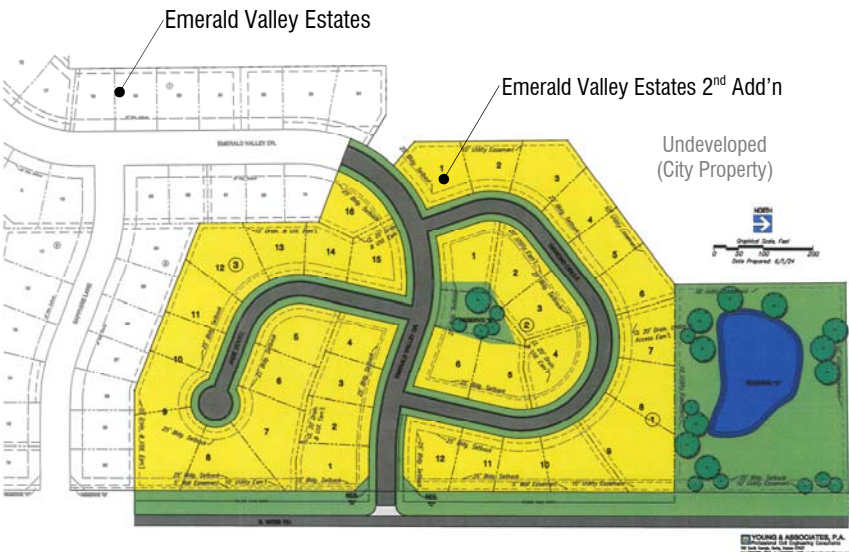
CITY COUNCIL MEETING
MULVANE, KANSAS
June 17, 2024

TO: Mayor and City Council
SUBJECT: Emerald Valley Estates 2nd Addition Infrastructure
FROM: City Engineer - Young & Associates, PA
AGENDA: ACTION ITEM – Review and Approval of Infrastructure Petitions and Engineering Agreement

Background:
On May 20th, 2024 the City Council approved plat dedications for Emerald Valley Estates 2nd Addition. This residential development is a re-plat of Phases 3 and 4, Emerald Valley Estates. The re-plat created 36 lots, open space reserves and a detention pond reserve.

Analysis:
Infrastructure to serve the proposed development includes sanitary sewer, water lines, storm sewers, detention pond and streets, including Jade Ct., Diamond Cir. and Emerald Valley Dr. Emerald Valley Dr. will complete a connection from 111th St. So. to Webb Rd.

Streets, sanitary sewers and water will be designed and constructed per City’s standards including laydown curb & gutter. The City’s Electric Utility will provide electric service.



The developer, Tom Fagan, Suburban Land Development, LLC, has submitted signed infrastructure petitions and developer’s agreement. The City anticipates receiving Letters of Credit (LOC’s) from the developer the week of June 17th. Following is a tentative timeline for designing and constructing the Emerald Valley Estates 2nd Addition Infrastructure:

Preliminary Timeline for Infrastructure Installations

Approve petitions, financing resolution/ordinance, LOC, engineering and oversight agreements...	June 17, 2024
Complete Mass Grading, Detention Pond, SS, SWS and WL design plans, advertise for bids.....	August
Bid Mass Grading, Detention Pond, SS, SWS and WL Improvements.....	September
Construct Mass Grading, Detention Pond, SS, SWS and WL Improvements.....	Oct - Jan, 2025
Complete Street design plans, advertise for bids.....	October, 2024
Bid Streets and initiate construction.....	November
Complete Street construction.....	February, 2025

As in past projects, design and construction work schedules, bid dates and requests for City Council action/agenda items will be closely managed with City Staff.

Financial Considerations:
With the exception of water improvements, all project costs are paid 100% by the development through special assessment property taxes. The petition for extending a 12” Water Line north of Emerald Valley Dr. will be held by the City until needed to serve future developments north of the Emerald Valley development.

City Council Memorandum - **Emerald Valley Estates 2nd Addition Infrastructure**

June 17, 2024

Page 2 of 2

Project costs for the “Water Line Improvements” petition are shared 95% by the Benefit District and 5% by the City at Large. Project costs for the “12” Water Transmission Line Improvements” petition are shared 78% by the Benefit District and 22% by the City at Large. The City’s portion for water improvements is based on up-sizing the proposed water lines from 8” to 12” to serve future growth areas. A breakdown of the infrastructure petitions for the Emerald Valley Estates 2nd Addition plat is outlined below.

Infrastructure Petition	Current Petition Amounts (Total Project Costs)
Bid Package No. 1 “Grading and Utility Improvements”	
Part A – Mass Grading and Detention Ponds	\$378,047
Part B – Sanitary Sewer Improvements	\$453,976
Part C – Storm Sewer Improvements	\$236,637
Part D – Water Line Improvements	\$405,313
Bid Package No. 2 “Street Improvements”	\$461,190
Future Bid Package “12” Water Transmission Line Improvements”	\$126,165
Total Petition Improvements	\$2,061,328

Total Petition Costs paid by the development/benefit district

\$2,013,306

Total Petition Costs paid by the City at Large

\$48,022

Design Engineering Services include the preparation of construction plans and specifications, KDHE permit applications and coordination/review with Public Works, Zoning, Fire & EMS and Administrative staff. Design engineering fees are estimated Not-to-Exceed \$83,120. These fees average approx. 5.8% of the estimated construction costs. *Design fees for the recent Ph1 Harvest Point averaged approx. 6.1%.*

Bid Phase Services include assisting City staff in advertising and distributing bid documents to prospective bidders, addressing RFI's, preparing addenda, bid review/tabulations and coordinating construction agreements between the Contractor and City. Bid services are estimated Not-to-Exceed \$7,200. These fees average approx. 0.50% of the estimated construction costs. *Bid service fees for the recent Ph1 Harvest Point averaged approx. 0.54%.*

Construction Administration and Oversight Services include coordinating and participate in construction meetings, received and review shop drawings, monitor and report on work progress, review/recommend payments to the Contractor, prepare any necessary field change orders, conduct final inspections and prepare as-constructed record drawings. Construction admin/oversight fees are estimated not-to-exceed \$48,700. These fees average approx. 3.4% of the estimated construction costs. *Construction Administration and Oversight fees for the recent Ph1 Harvest Point averaged approx. 3.44%. Testing services are provided by separate geotechnical services agreement. Inspections are provided by Public Works.*

Legal Considerations:

Per City Attorney.

Recommendation/Action:

Following are sample motions for City Council consideration:

SAMPLE MOTIONS:

(1) *I move the City accept the petitions for Emerald Valley Estates 2nd Addition as presented.*

(2) *I move the City enter into an agreement with Young & Associates, P.A. for “Infrastructure Design, Bidding and Construction Oversight Services” for the Emerald Valley Estates 2nd Addition and authorize the Mayor to sign.*

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

THIS IS AN AGREEMENT made as of _____, 2024 between the City of Mulvane, Kansas (OWNER) and Young & Associates, P.A. (ENGINEER). OWNER intends to retain the ENGINEER to provide professional engineering services as required for Mass Grading and Detention Pond Improvements, Sanitary Sewer Improvements, Storm Sewer Improvements, Water Line Improvements and Street Improvements (the "Project"), to serve Lots 1 through 13, Block 1, Lots 1 through 6, Block 2 and Lots 1 through 17, Block 3, Emerald Valley Estates 2nd Addition, Mulvane, Sedgwick County, Kansas.

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

1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice, design engineering and construction administration.
2. After authorization to proceed with Design Engineering services the ENGINEER shall:
 - 2.1 Prepare for, coordinate with, and respond to independent review meetings in conjunction with City Staff to determine the acceptability of the proposed design improvements.
 - 2.2 Prepare construction design plans, technical specifications, bid documents, material quantity estimates and cost opinions for the following infrastructure projects:
 - 2.2.1 Mass Grading and Detention Pond Improvements;
 - 2.2.2 Sanitary Sewer Improvements;
 - 2.2.3 Storm Sewer Improvements;
 - 2.2.4 Water Line Improvements; and
 - 2.2.5 Street Improvements.The ENGINEER shall coordinate with the OWNER on final construction plan approvals, permit approvals, project bid dates, construction schedules and construction phasing.
 - 2.3 Prepare and submit KDHE permit applications for sanitary sewer and water improvements. Review permits with the OWNER and obtain signatures as required. Prepare and submit NOI permit application and associated storm water pollution prevention plans and details.
 - 2.4 When requested, prepare City Council memorandums to report on design engineering, permitting and scheduling issues.
3. After authorization to proceed with Bid Phase services the ENGINEER shall:
 - 3.1 Assist the OWNER in advertising the Project for construction bids. Distribute plans to prospective bidders, address pre-bid questions and prepare addenda as needed.
 - 3.2 Assist the OWNER in conducting bids for the Project. Check bid forms for completeness and accuracy and prepare a tabulation of bids received. Prepare "Notice of Award" for OWNER signatures.

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

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

<i>Design Engineering Services:</i>	<i>Lump Sum Engineering Fees</i>
<i>Mass Grading and Detention Pond Improvements</i>	<i>\$16,200.00</i>
<i>Sanitary Sewer Improvements</i>	<i>\$19,500.00</i>
<i>Storm Sewer Improvements</i>	<i>\$10,200.00</i>
<i>Water Line Improvements</i>	<i>\$17,400.00</i>
<i>Street Improvements</i>	<i>\$19,820.00</i>
<i>Total Design Engineering Fees</i>	<i>\$83,120.00</i>

<i>Bid Phase Services:</i>	
<i>Grading and Utility Improvements</i>	<i>\$5,500.00</i>
<i>Street Improvements</i>	<i>\$1,700.00</i>
<i>Total Bid Phase Fees</i>	<i>\$7,200.00</i>

<i>Construction Admin/Oversight Services:</i>	
<i>Mass Grading and Detention Pond Improvements</i>	<i>\$9,500.00</i>
<i>Sanitary Sewer Improvements</i>	<i>\$11,400.00</i>
<i>Storm Sewer Improvements</i>	<i>\$6,000.00</i>
<i>Water Line Improvements</i>	<i>\$10,200.00</i>
<i>Street Improvements</i>	<i>\$11,600.00</i>
<i>Total Construction Oversight Fees</i>	<i>\$48,700.00</i>

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

12. In the event of termination by OWNER upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's salary costs times a factor of 1.75 for services rendered during that phase to date of termination.

13. The obligation to provide future services under this Agreement may be terminated by either party upon 30 days written notice through no fault of the terminating party.
14. This Agreement is to be governed by the law of the State of Kansas.
15. OWNER and ENGINEER each is hereby bound and the successors, executors, administrators, and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and other obligations of this Agreement.
16. Neither OWNER nor ENGINEER shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent associates and consultants as ENGINEER may deem appropriate to assist in the performance of service hereunder.
17. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

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

CITY OF MULVANE, KANSAS

YOUNG & ASSOCIATES, PA

Brent Allen, Mayor

Christopher R. Young, PE

Address for giving notices:

Address for giving notices:

211 North 2nd Street
Mulvane, KS 67110

100 South Georgie
Derby, KS 67037

ATTEST:

Debra M. Parker, City Clerk

CITY COUNCIL MEETING
MULVANE, KANSAS
June 17, 2024

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

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

Project Name/Description	Project Status
Phase 2 Main A Sanitary Sewer Improvements <i>(Bond Issue funding)</i>	<p><u>Completed to Date:</u> The Contractor continues working on their punch-list items and has requested a re-inspection.</p> <p><u>Remaining Work:</u> Punch-list items including some backfill re-compaction at MH's 2.4 and 2.10 and misc. site restoration.</p> <p><u>Contract Status:</u> APEX's current contract amount for the Phase 2 Main SS project is \$1,138,620. To date the City has paid the Contractor \$1,024,758. 10% of the contract amount has been retained until punch-list items are completed.</p>
GIS Mapping Updates <i>(Administration Operating Budget)</i>	<p><u>Completed to Date:</u> On May 20, 2024 the City Council approved an agreement with SAM for GIS mapping updates.</p> <p><u>Remaining Work:</u> Project kick-off meeting.</p> <p><u>Contract Status:</u></p>
Phase 1 Harvest Point Addition Infrastructure <i>(Municipal Bonds)</i>	<p><u>Completed to Date:</u> A pre-construction meeting is scheduled for Wednesday June 12th. The City is currently waiting for KDHE review/approval of the water line plans. Preliminary street design plans have been prepared and submitted to Public Works for review/comments.</p> <p><u>Remaining Work:</u> Pre-construction meeting, shop drawing review and construction start. The Contractor anticipates mobilizing the first week of July.</p> <p><u>Contract Status:</u> The construction agreement with McCullough Excavation was approved by the City on June 3rd in the amount of \$1,672,980.</p>
West Main Street Drainage Improvements <i>(Special Sales Tax)</i>	<p><u>Completed to Date:</u> Design plans and specifications have been completed. Bid documents are ready for advertising. City staff is coordinating work schedules to ensure the drainage project does not interfere with the Old Settler's Festival.</p> <p><u>Remaining Work:</u> Bid and construct the drainage improvements. Establish bid date with Public Works and advertise the project for bids.</p> <p><u>Contract Status:</u> TBD based on bids received.</p>

CASH & BUDGET STATEMENT									
May 2024									
Fund	Begin Bal	Revenue	Expenses	End Bal	Budget	YTD Rev	YTD Exp	Remaining	% Spent
General*	5,983,971.77	471,604.47	826,627.42	5,628,948.82	7,831,360	3,390,496.55	2,803,291.14	5,028,068.86	35.80%
Administration			331,732.54		2,154,800		573,152.02	1,581,647.98	26.60%
Public Works			130,831.31		1,061,370		498,257.27	563,112.73	46.94%
Police			168,354.76		2,334,300		866,871.83	1,467,428.17	37.14%
Fire			33,533.62		544,628		173,982.92	370,645.08	31.95%
Ambulance			148,456.09		1,658,512		631,613.16	1,026,898.84	38.08%
Planning & Zoning			13,719.10		77,250		59,413.94	17,836.06	76.91%
Bindweed			-		500		-	500.00	0.00%
Employee Benefit	1,089,084.13	7,913.95	219,911.73	877,086.35	2,260,150	1,133,892.89	877,200.90	1,382,949.10	38.81%
Debt Service	1,234,621.27	6,617.17	-	1,241,238.44	2,801,814	1,385,071.62	249,687.77	2,552,126.23	8.91%
Capital Improvements	634,679.62	-	-	634,679.62	470,000	7,194.58	11,670.00	458,330.00	2.48%
Special Liability	234,877.13	3,143.40	1,243.90	236,776.63	120,000	8,772.91	22,682.30	97,317.70	18.90%
Industrial Development	185,936.32	-	-	185,936.32	53,000	849.78	0.15	52,999.85	0.00%
Library	(11,001.82)	-	-	(11,001.82)	551,900	283,063.56	303,474.71	248,425.29	54.99%
Special Alcohol	47,057.62	-	1,953.42	45,104.20	15,000	-	2,037.30	12,962.70	13.58%
Swimming Pool	(15,776.00)	10,374.39	13,906.13	(19,307.74)	171,347	10,374.39	31,632.79	139,714.21	18.46%
Sr. Center	(7,206.66)	110.00	7,270.25	(14,366.91)	135,968	13,238.29	31,438.81	104,529.19	23.12%
Library Sales Tax	217,702.16	-	15,383.62	202,318.54	100,000	-	29,963.38	70,036.62	29.96%
1% Sales Tax	1,620,697.73	155,589.56	482.19	1,775,805.10	1,600,000	404,089.68	120,896.84	1,479,103.16	7.56%
Special Highway	375,471.09	1,508.65	2,358.87	374,620.87	350,000	107,787.39	29,290.49	320,709.51	8.37%
Special Parks	138,629.16	-	1,110.93	137,518.23	150,000	35,658.43	12,000.10	137,999.90	8.00%
Transient Guest Tax	638,990.97	128,716.54	4,000.00	763,707.51	475,000	351,129.79	32,750.00	442,250.00	6.89%
Mulvane Land Bank	20,787.70	-	-	20,787.70	12,500	-	952.00	11,548.00	7.62%
Electric	6,335,311.30	481,887.52	431,569.02	6,385,629.80	7,031,225	2,115,392.93	2,036,097.71	4,995,127.29	28.96%
Water	1,114,011.61	111,507.07	125,186.71	1,100,331.97	1,644,675	468,703.75	641,727.28	1,002,947.72	39.02%
Wastewater	1,557,327.02	168,914.17	152,933.48	1,573,307.71	2,233,792	789,042.08	653,773.22	1,580,018.78	29.27%
Storm Sewer	468,148.98	5,838.24	9,858.10	464,129.12	165,000	22,855.79	24,058.52	140,941.48	14.58%
Municipal Equipment Reserve	431,649.61	-	-	431,649.61	0	-	16,924.29	(16,924.29)	
ARPA	461,396.54	-	1,793.75	459,602.79	0	-	16,510.00	(16,510.00)	
TOTAL	22,756,367.25	1,553,725.13	1,815,589.52	22,494,502.86	28,172,731	10,527,614.41	7,948,059.70	20,224,671.30	28.21%



Mulvane, KS

Check Report

By Check Number

Date Range: 05/01/2024 - 05/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK-POOL						
00022	APAC-KANSAS, INC., - SHEARS DIVISION	05/02/2024	Regular	0.00	1,109.19	61553
00043	BIG TOOL STORE LLC	05/02/2024	Regular	0.00	211.95	61554
00447	CAPITAL ONE	05/02/2024	Regular	0.00	109.21	61555
01064	CHAD HAYNES	05/02/2024	Regular	0.00	663.28	61556
00101	CHRISTOPHER DAVIS	05/02/2024	Regular	0.00	600.00	61557
00080	CITY OF MULVANE-UTILITIES	05/02/2024	Regular	0.00	20,400.34	61558
00092	COX COMMUNICATIONS	05/02/2024	Regular	0.00	630.00	61559
00168	DON HATTAN CHEVROLET, INC.	05/02/2024	Regular	0.00	691.53	61560
00461	EVERGY	05/02/2024	Regular	0.00	475.19	61561
00152	GARNETT AUTO SUPPLY, INC.	05/02/2024	Regular	0.00	843.48	61562
	Void	05/02/2024	Regular	0.00	0.00	61563
00154	GENERAL CODE, LLC	05/02/2024	Regular	0.00	837.00	61564
00255	INDUSTRIAL UNIFORM COMPANY LLC	05/02/2024	Regular	0.00	180.35	61565
00254	JAMES LARRY LINN, ATTY AT LAW	05/02/2024	Regular	0.00	2,000.00	61566
00274	JHO INC	05/02/2024	Regular	0.00	179.90	61567
10391	JOY KAY WILLIAMS	05/02/2024	Regular	0.00	2,631.25	61568
01034	KANSAS DEPARTMENT OF HEALTH &	05/02/2024	Regular	0.00	20.00	61569
01031	KANSAS DEPT OF REVENUE	05/02/2024	Regular	0.00	2,247.52	61570
00209	KANSAS GAS SERVICE	05/02/2024	Regular	0.00	200.66	61571
00215	KANSAS MUNICIPAL UTILITIES INC	05/02/2024	Regular	0.00	325.00	61572
00222	KANSAS RURAL WATER ASSOCIATION	05/02/2024	Regular	0.00	460.00	61573
00226	KANSAS STATE TREASURER	05/02/2024	Regular	0.00	1,906.50	61574
00233	KANSASLAND TIRE CO. INC.	05/02/2024	Regular	0.00	769.95	61575
00237	KEY EQUIPMENT & SUPPLY CO.	05/02/2024	Regular	0.00	191.52	61576
10326	Konica Minolta Premier Finance	05/02/2024	Regular	0.00	685.69	61577
00243	KROGER-DILLONS CUSTOMER CHARGE	05/02/2024	Regular	0.00	249.81	61578
00249	LEAGUE OF KS. MUNICIPALITIES	05/02/2024	Regular	0.00	10.00	61579
00252	LIFE-ASSIST, INC.	05/02/2024	Regular	0.00	1,984.14	61580
00388	MARC D SIMON	05/02/2024	Regular	0.00	402.50	61581
00264	MAYER SPECIALITY SERVICE LLC	05/02/2024	Regular	0.00	9,390.00	61582
00266	MCKEE CLEAR SERVICE SOLUTIONS INC	05/02/2024	Regular	0.00	50.00	61583
01219	MERIDIAN ANALYTICAL LABS LLC	05/02/2024	Regular	0.00	80.00	61584
00282	MULVANE CHAMBER OF COMMERCE	05/02/2024	Regular	0.00	1,000.00	61585
00458	PHILIP L. WEISER	05/02/2024	Regular	0.00	1,200.00	61586
00437	PS ENTERPRISES LLC	05/02/2024	Regular	0.00	33.51	61587
01167	RED EQUIPMENT, LLC	05/02/2024	Regular	0.00	2,643.00	61588
00348	REED CARWASH INC.	05/02/2024	Regular	0.00	300.00	61589
00104	RODNEY L SCHUMOCK	05/02/2024	Regular	0.00	315.00	61590
10008	SCHAFER MANUFACTURING COMPANY	05/02/2024	Regular	0.00	239.20	61591
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	05/02/2024	Regular	0.00	2,692.00	61592
10397	STROOT LOCKERS	05/02/2024	Regular	0.00	600.00	61593
10357	SUBSURFACE SOLUTIONS LLC	05/02/2024	Regular	0.00	299.83	61594
01075	SUNBELT SOLOMON SERVICES, LLC	05/02/2024	Regular	0.00	560.00	61595
00397	T-MOBILE	05/02/2024	Regular	0.00	264.84	61596
01007	UTILITY HELPNET INC	05/02/2024	Regular	0.00	4,671.79	61597
10619	VIKING PAINTING LLC	05/02/2024	Regular	0.00	2,100.00	61598
10466	WESTLAKE HARDWARE INC	05/02/2024	Regular	0.00	165.06	61599
00094	WICHITA WATER CONDITIONING, INC.	05/02/2024	Regular	0.00	32.00	61600
10259	AXIOM INSTRUMENTATION SERVICES, LLC	05/09/2024	Regular	0.00	1,390.00	61605
10642	BG PRODUCTS INC HOLDING COMPANY	05/09/2024	Regular	0.00	229.56	61606
00170	CORE & MAIN	05/09/2024	Regular	0.00	3,437.00	61607
10255	CRAFCO, INC.	05/09/2024	Regular	0.00	900.00	61608
10223	CRH COFFEE INC	05/09/2024	Regular	0.00	221.30	61609
10453	FREDERICK A BOLTON	05/09/2024	Regular	0.00	174.00	61610

Check Report

Date Range: 05/01/2024 - 05/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00152	GARNETT AUTO SUPPLY, INC.	05/09/2024	Regular	0.00	254.68	61611
00196	INTRUST CARD CENTER	05/09/2024	Regular	0.00	12,233.02	61612
	Void	05/09/2024	Regular	0.00	0.00	61613
	Void	05/09/2024	Regular	0.00	0.00	61614
	Void	05/09/2024	Regular	0.00	0.00	61615
	Void	05/09/2024	Regular	0.00	0.00	61616
00217	KANSAS ONE-CALL SYSTEM, INC.	05/09/2024	Regular	0.00	399.60	61617
00233	KANSASLAND TIRE CO. INC.	05/09/2024	Regular	0.00	895.36	61618
00140	KENNETH FLEMING	05/09/2024	Regular	0.00	510.02	61619
00247	LABORATORY CORP OF AMERICA HOLDINGS	05/09/2024	Regular	0.00	21.75	61620
00252	LIFE-ASSIST, INC.	05/09/2024	Regular	0.00	15.90	61621
09913	MABCD	05/09/2024	Regular	0.00	1,194.95	61622
00272	MIDWEST TRUCK EQUIPMENT INC.	05/09/2024	Regular	0.00	15.60	61623
10168	MOTION INDUSTRIES, INC.	05/09/2024	Regular	0.00	141.85	61624
10185	NATIONAL SCREENING BUREAU	05/09/2024	Regular	0.00	96.00	61625
00340	QUILL CORPORATION	05/09/2024	Regular	0.00	798.65	61626
01167	RED EQUIPMENT, LLC	05/09/2024	Regular	0.00	76.90	61627
10585	ROYAL ENTERPRISES LLC	05/09/2024	Regular	0.00	1,056.00	61628
00372	SAMS CLUB	05/09/2024	Regular	0.00	335.00	61629
10636	SCHUERMANN ENTERPRISES INC	05/09/2024	Regular	0.00	821.57	61630
00385	SHIRTS PLUS INC	05/09/2024	Regular	0.00	346.40	61631
00390	SIRCHIE FINGERPRINT LABORATORY	05/09/2024	Regular	0.00	81.65	61632
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	05/09/2024	Regular	0.00	184.45	61633
10357	SUBSURFACE SOLUTIONS LLC	05/09/2024	Regular	0.00	7,224.89	61634
01065	THE HON COMPANY	05/09/2024	Regular	0.00	6,829.37	61635
00433	UNITED INDUSTRIES INC	05/09/2024	Regular	0.00	4,680.00	61636
00459	WESCO	05/09/2024	Regular	0.00	160.67	61637
00094	WICHITA WATER CONDITIONING, INC.	05/09/2024	Regular	0.00	93.94	61638
10598	WORTH HYDROCHEM OF OKLA., INC	05/09/2024	Regular	0.00	1,181.84	61639
01041	ALL COVERED	05/09/2024	Regular	0.00	6,629.38	61640
00461	EVERGY	05/09/2024	Regular	0.00	6,504.47	61641
10348	FLEXIBLE BENEFIT SERVICE CORPORATION	05/09/2024	Regular	0.00	420.25	61642
00149	GALAXIE BUSINESS EQUIPMENT, INC.	05/09/2024	Regular	0.00	580.63	61643
10465	JUMPSTART	05/09/2024	Regular	0.00	1,560.55	61644
00209	KANSAS GAS SERVICE	05/09/2024	Regular	0.00	829.13	61645
00241	KONICA MINOLTA BUSINESS INC	05/09/2024	Regular	0.00	23.00	61646
10552	KONICA MINOLTA BUSINESS SOLUTIONS	05/09/2024	Regular	0.00	523.68	61647
00357	MICHAEL J. ROBINSON	05/09/2024	Regular	0.00	734.65	61648
00283	MULVANE COOPERATIVE UNION	05/09/2024	Regular	0.00	2,889.30	61649
00283	MULVANE COOPERATIVE UNION	05/09/2024	Regular	0.00	5,303.67	61650
10091	MULVANE REC CENTER	05/09/2024	Regular	0.00	525.00	61651
10349	NATHAN WERTH	05/09/2024	Regular	0.00	607.50	61652
00307	O'REILLY AUTO ENTERPRISES LLC	05/09/2024	Regular	0.00	461.73	61653
00323	PETTY CASH-CITY OF MULVANE	05/09/2024	Regular	0.00	2,672.35	61654
	Void	05/09/2024	Regular	0.00	0.00	61655
10461	QUADIENT FINANCE USA, INC.	05/09/2024	Regular	0.00	300.00	61656
00112	RK BLACK INC	05/09/2024	Regular	0.00	35.23	61657
00443	VERIZON WIRELESS	05/09/2024	Regular	0.00	80.02	61658
10183	WASTE MANAGEMENT	05/09/2024	Regular	0.00	1,175.29	61659
00253	ADOLPH KIEFER & ASSOCIATES LLC	05/16/2024	Regular	0.00	330.00	61661
00012	AIRGAS USA, INC.	05/16/2024	Regular	0.00	39.74	61662
00063	ANTONIO CARRO, MD	05/16/2024	Regular	0.00	600.00	61663
09891	B & S CROWN LLC	05/16/2024	Regular	0.00	73.00	61664
10642	BG PRODUCTS INC HOLDING COMPANY	05/16/2024	Regular	0.00	1,583.82	61665
00071	CENTRAL POWER SYS & SERV INC	05/16/2024	Regular	0.00	3,500.00	61666
00170	CORE & MAIN	05/16/2024	Regular	0.00	450.00	61667
00092	COX COMMUNICATIONS	05/16/2024	Regular	0.00	3,402.02	61668
00092	COX COMMUNICATIONS	05/16/2024	Regular	0.00	104.41	61669
10255	CRAFCO, INC.	05/16/2024	Regular	0.00	1,275.00	61670
00113	DOLLAR GENERAL - CHARGE SALE	05/16/2024	Regular	0.00	358.55	61671
00168	DON HATTAN CHEVROLET, INC.	05/16/2024	Regular	0.00	68.56	61672

Check Report

Date Range: 05/01/2024 - 05/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10547	FIRST WIRELESS, INC.	05/16/2024	Regular	0.00	172.00	61673
00145	FOUR STATE MAINTENANCE SUPPLY INC	05/16/2024	Regular	0.00	22.72	61674
10453	FREDERICK A BOLTON	05/16/2024	Regular	0.00	93.00	61675
00150	GALL'S INC.	05/16/2024	Regular	0.00	320.96	61676
00152	GARNETT AUTO SUPPLY, INC.	05/16/2024	Regular	0.00	376.12	61677
00160	GRAINGER, W.W. INC.	05/16/2024	Regular	0.00	1,002.11	61678
10218	INTERLINGUAL INTERPRETING SERVICES	05/16/2024	Regular	0.00	154.12	61679
00030	JOHN DEERE FINANCIAL	05/16/2024	Regular	0.00	1,043.83	61680
00233	KANSASLAND TIRE CO. INC.	05/16/2024	Regular	0.00	350.00	61681
00140	KENNETH FLEMING	05/16/2024	Regular	0.00	52.00	61682
00262	MAXIMUM OUTDOOR EQUIPMENT & SERVICE	05/16/2024	Regular	0.00	9.16	61683
00281	MULVANE ANIMAL CLINIC, LLC	05/16/2024	Regular	0.00	29.50	61684
01142	MULVANE OLD SETTLERS LLC	05/16/2024	Regular	0.00	75.00	61685
00310	OMNI SERVICES GROUP LLC	05/16/2024	Regular	0.00	1,029.96	61686
09985	PETER A. MACKINNEY	05/16/2024	Regular	0.00	2,480.00	61687
00340	QUILL CORPORATION	05/16/2024	Regular	0.00	475.75	61688
00320	R.E. PEDROTTI COMPANY, INC	05/16/2024	Regular	0.00	382.40	61689
00372	SAMS CLUB	05/16/2024	Regular	0.00	497.02	61690
00379	SEDGWICK CO DIVISION OF FINANC	05/16/2024	Regular	0.00	2,684.74	61691
00386	SHRED-IT US JV LLC	05/16/2024	Regular	0.00	25.82	61692
00407	SUMNER CO. SHERIFF	05/16/2024	Regular	0.00	120.00	61693
10375	THE TAP OF KANSAS INC.	05/16/2024	Regular	0.00	192.37	61694
09881	TRUGREEN LIMITED PARTNERSHIP	05/16/2024	Regular	0.00	1,880.54	61695
00443	VERIZON WIRELESS	05/16/2024	Regular	0.00	561.58	61696
00446	VIA CHRISTI HOME MEDICAL LLC	05/16/2024	Regular	0.00	305.00	61697
00457	WEIS FIRE AND SAFETY EQUIPMENT CO INC	05/16/2024	Regular	0.00	157.98	61698
00094	WICHITA WATER CONDITIONING, INC.	05/16/2024	Regular	0.00	67.00	61699
00479	YOUNG & ASSOCIATES, P. A.	05/16/2024	Regular	0.00	44,526.96	61700
10571	APEX EXCAVATING LLC	05/23/2024	Regular	0.00	412,544.63	61707
00153	ARIENS SPECIALTY BRANDS LLC	05/23/2024	Regular	0.00	323.97	61708
01035	BACHUS & SON, INC	05/23/2024	Regular	0.00	64.45	61709
01035	BACHUS & SON, INC	05/23/2024	Regular	0.00	-64.45	61709
00051	BRENNTAG SOUTHWEST, INC	05/23/2024	Regular	0.00	18,816.80	61710
10494	BTAC HOLDING CORP	05/23/2024	Regular	0.00	2,293.98	61711
10499	CENTER POINT, INC.	05/23/2024	Regular	0.00	142.62	61712
00078	CITY OF AUGUSTA	05/23/2024	Regular	0.00	28,228.22	61713
00090	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	05/23/2024	Regular	0.00	1,661.97	61714
10223	CRH COFFEE INC	05/23/2024	Regular	0.00	294.20	61715
00103	DE LAGE LANDEN INC	05/23/2024	Regular	0.00	77.44	61716
00107	DERBY INFORMER	05/23/2024	Regular	0.00	59.40	61717
00134	FAMILY MEDCENTERS PA	05/23/2024	Regular	0.00	83.00	61718
00145	FOUR STATE MAINTENANCE SUPPLY INC	05/23/2024	Regular	0.00	287.76	61719
00152	GARNETT AUTO SUPPLY, INC.	05/23/2024	Regular	0.00	169.55	61720
10042	INLAND TRUCK PARTS & SERVICE	05/23/2024	Regular	0.00	325.57	61721
09833	JCI INDUSTRIES, INC	05/23/2024	Regular	0.00	974.13	61722
09990	KANSAS HIGH SCHOOL RODEO ASSOCIATION	05/23/2024	Regular	0.00	2,000.00	61723
00220	KANSAS POWER POOL	05/23/2024	Regular	0.00	293,069.48	61724
00241	KONICA MINOLTA BUSINESS INC	05/23/2024	Regular	0.00	10,345.37	61725
10326	Konica Minolta Premier Finance	05/23/2024	Regular	0.00	139.30	61726
00252	LIFE-ASSIST, INC.	05/23/2024	Regular	0.00	1,562.98	61727
00266	MCKEE CLEAR SERVICE SOLUTIONS INC	05/23/2024	Regular	0.00	50.00	61728
01219	MERIDIAN ANALYTICAL LABS LLC	05/23/2024	Regular	0.00	1,024.00	61729
10500	MIDWEST TAPE, LLC.	05/23/2024	Regular	0.00	648.97	61730
01163	MOTOROLA SOLUTIONS, INC.	05/23/2024	Regular	0.00	567.66	61731
10580	MULVANE AUTOMOTIVE AND TIRE REPAIR LLC	05/23/2024	Regular	0.00	86.75	61732
00282	MULVANE CHAMBER OF COMMERCE	05/23/2024	Regular	0.00	1,800.00	61733
10345	MULVANE RODEO ARENA PRESIDENT	05/23/2024	Regular	0.00	2,000.00	61734
10349	NATHAN WERTH	05/23/2024	Regular	0.00	6,543.31	61735
10639	PHILLIPS SOUTHERN ELECTRIC CO INC	05/23/2024	Regular	0.00	5,140.00	61736
10510	PROQUEST LP	05/23/2024	Regular	0.00	1,575.28	61737
10635	PRO-WELD LLC	05/23/2024	Regular	0.00	1,200.00	61738

Check Report

Date Range: 05/01/2024 - 05/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00340	QUILL CORPORATION	05/23/2024	Regular	0.00	537.11	61739
00320	R.E. PEDROTTI COMPANY, INC	05/23/2024	Regular	0.00	1,075.20	61740
00366	SAFETY PLUS FIRST AID & SAFETY INC	05/23/2024	Regular	0.00	46.54	61741
00370	SALISBURY SUPPLY COMPANY, INC.	05/23/2024	Regular	0.00	383.40	61742
10638	SOLAR THINGZ INC	05/23/2024	Regular	0.00	2,537.20	61743
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	05/23/2024	Regular	0.00	5,256.00	61744
10250	SUSAN DUTCHER	05/23/2024	Regular	0.00	275.00	61745
10509	SWANK MOTION PICTURES, INC.	05/23/2024	Regular	0.00	726.00	61746
10375	THE TAP OF KANSAS INC.	05/23/2024	Regular	0.00	94.25	61747
10366	UNDERGROUND VAULTS & STORAGE, INC	05/23/2024	Regular	0.00	631.80	61748
00431	UNIFIED SCHOOL DIST. NO. 263	05/23/2024	Regular	0.00	40.20	61749
00443	VERIZON WIRELESS	05/23/2024	Regular	0.00	121.07	61750
10466	WESTLAKE HARDWARE INC	05/23/2024	Regular	0.00	582.49	61751
00094	WICHITA WATER CONDITIONING, INC.	05/23/2024	Regular	0.00	26.00	61752
00022	APAC-KANSAS, INC., - SHEARS DIVISION	05/30/2024	Regular	0.00	218.13	61754
00463	BERRY COMPANIES INC	05/30/2024	Regular	0.00	470.12	61755
00080	CITY OF MULVANE-UTILITIES	05/30/2024	Regular	0.00	20,543.78	61756
10595	CONTRACTOR SOLUTIONS OF KC LLC	05/30/2024	Regular	0.00	3,290.45	61757
00170	CORE & MAIN	05/30/2024	Regular	0.00	920.00	61758
10525	DONOVAN AUTO & TRUCK CENTER	05/30/2024	Regular	0.00	1,043.50	61759
01078	EMC INSURANCE COMPANIES	05/30/2024	Regular	0.00	329.00	61760
00461	EVERGY	05/30/2024	Regular	0.00	531.23	61761
00134	FAMILY MEDCENTERS PA	05/30/2024	Regular	0.00	466.00	61762
00149	GALAXIE BUSINESS EQUIPMENT, INC.	05/30/2024	Regular	0.00	6,829.37	61763
00152	GARNETT AUTO SUPPLY, INC.	05/30/2024	Regular	0.00	41.82	61764
10068	HECTOR SAMUEL RIVERA	05/30/2024	Regular	0.00	125.00	61765
00255	INDUSTRIAL UNIFORM COMPANY LLC	05/30/2024	Regular	0.00	442.50	61766
00209	KANSAS GAS SERVICE	05/30/2024	Regular	0.00	145.65	61767
00233	KANSASLAND TIRE CO. INC.	05/30/2024	Regular	0.00	3,558.92	61768
00140	KENNETH FLEMING	05/30/2024	Regular	0.00	165.42	61769
00243	KROGER-DILLONS CUSTOMER CHARGE	05/30/2024	Regular	0.00	434.42	61770
00252	LIFE-ASSIST, INC.	05/30/2024	Regular	0.00	1,052.08	61771
01219	MERIDIAN ANALYTICAL LABS LLC	05/30/2024	Regular	0.00	870.00	61772
10022	MIDWEST MOTOR SUPPLY CO. INC	05/30/2024	Regular	0.00	209.31	61773
	Void	05/30/2024	Regular	0.00	0.00	61774
10091	MULVANE REC CENTER	05/30/2024	Regular	0.00	525.00	61775
10545	MUNICOM, LLC	05/30/2024	Regular	0.00	1,750.00	61776
10363	OFFICE OF ACCOUNTS AND REPORTS	05/30/2024	Regular	0.00	300.00	61777
00458	PHILIP L. WEISER	05/30/2024	Regular	0.00	600.00	61778
10558	POWERDMS, INC.	05/30/2024	Regular	0.00	2,583.75	61779
00340	QUILL CORPORATION	05/30/2024	Regular	0.00	272.65	61780
01167	RED EQUIPMENT, LLC	05/30/2024	Regular	0.00	755.63	61781
00362	S & D EQUIPMENT CO. INC	05/30/2024	Regular	0.00	311.80	61782
00366	SAFETY PLUS FIRST AID & SAFETY INC	05/30/2024	Regular	0.00	124.06	61783
10292	THE ARTCRAFT GROUP, INC	05/30/2024	Regular	0.00	465.10	61784
00441	THE G W VAN KEPPEL COMPANY	05/30/2024	Regular	0.00	951.58	61785
00397	T-MOBILE	05/30/2024	Regular	0.00	264.84	61786
00423	TRIPLETT WOOLF & GARRETSON LLC	05/30/2024	Regular	0.00	3,601.00	61787
10598	WORTH HYDROCHEM OF OKLA., INC	05/30/2024	Regular	0.00	1,733.34	61788

Check Report

Date Range: 05/01/2024 - 05/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00479	YOUNG & ASSOCIATES, P. A.	05/30/2024	Regular	0.00	8,022.50	61789

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	370	218	0.00	1,086,763.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	-64.45
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	370	226	0.00	1,086,699.23

Check Report

Date Range: 05/01/2024 - 05/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PYBNK-PAYROLL-POOL						
01013	AFLAC GROUP INSURANCE	05/10/2024	Regular	0.00	49.50	61601
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	05/10/2024	Regular	0.00	78.46	61602
01016	KANSAS PAYMENT CENTER	05/10/2024	Regular	0.00	504.45	61603
10540	PITTENGER LAW GROUP, LLC	05/10/2024	Regular	0.00	440.61	61604
00079	CITY OF MULVANE	05/09/2024	Regular	0.00	2,381.16	61660
01012	AFLAC	05/24/2024	Regular	0.00	367.15	61701
01013	AFLAC GROUP INSURANCE	05/24/2024	Regular	0.00	820.67	61702
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	05/24/2024	Regular	0.00	78.46	61703
01016	KANSAS PAYMENT CENTER	05/24/2024	Regular	0.00	504.45	61704
01022	LEGAL SHIELD	05/24/2024	Regular	0.00	422.60	61705
10540	PITTENGER LAW GROUP, LLC	05/24/2024	Regular	0.00	396.25	61706
00079	CITY OF MULVANE	05/23/2024	Regular	0.00	2,381.16	61753
01018	AXA EQUITABLE - EQUI-VEST	05/30/2024	Regular	0.00	4,780.00	61790
01021	KPERS	05/10/2024	Bank Draft	0.00	20,505.08	DFT0003759
01021	KPERS	05/10/2024	Bank Draft	0.00	11,518.32	DFT0003760
01026	IRS	05/10/2024	Bank Draft	0.00	24,550.50	DFT0003761
01026	IRS	05/10/2024	Bank Draft	0.00	17,250.53	DFT0003762
01031	KANSAS DEPT OF REVENUE	05/10/2024	Bank Draft	0.00	8,546.12	DFT0003763
01026	IRS	05/10/2024	Bank Draft	0.00	5,741.64	DFT0003764
00408	SURENCY LIFE & HEALTH	05/01/2024	Bank Draft	0.00	701.63	DFT0003781
00408	SURENCY LIFE & HEALTH	05/01/2024	Bank Draft	0.00	8.78	DFT0003782
01021	KPERS	05/24/2024	Bank Draft	0.00	618.61	DFT0003785
01021	KPERS	05/24/2024	Bank Draft	0.00	20,663.69	DFT0003786
01021	KPERS	05/24/2024	Bank Draft	0.00	11,552.78	DFT0003787

Bank Code PYBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	19	13	0.00	13,204.92
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	11	11	0.00	121,657.68
EFT's	0	0	0.00	0.00
	30	24	0.00	134,862.60

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	389	231	0.00	1,099,968.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	-64.45
Bank Drafts	11	11	0.00	121,657.68
EFT's	0	0	0.00	0.00
	400	250	0.00	1,221,561.83

Fund Summary

Fund	Name	Period	Amount
999	Pool Cash Fund	5/2024	1,221,561.83
			1,221,561.83

Approved

Date

CITY COUNCIL MEETING
June 17th, 2024

TO: Mayor and City Council
SUBJECT: Purchase of Caustic Soda.
FROM: Wastewater Supervisor
ACTION: Purchase of Caustic Soda 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 is located at the casino. The other is located near the wastewater plant. These chemical injection buildings each hold two 4500-gallon tanks, one contains ferric chloride and the other contains sodium hydroxide. These chemicals are injected directly into the force main at the casino site and at the wastewater plant. They are also injected into the process at the wastewater plant. The primary purpose of these chemicals is for odor control and managing PH, however better settling at the plant is also a benefit from the ferric chloride. We usually purchase both chemicals at the same time. However, we only need to replenish our stock of caustic soda at this time.

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

Legal Considerations: Per City Attorney.

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

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

Submitted by
Brian Bradshaw



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

To: City of Mulvane, C # 614299
Attn: Brian Bradshaw
From: Darren Cox
CC: Elizabeth Harrington
Date: May 15, 2024
Subject: Quote for the Wastewater Plant

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

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

Product Name	Product Code	Container	Price	Price / Pkg	Item Total
Ferric Chloride 38-42% NSF	223630	21,500 lbs. 30,000 lbs. 45,000 lbs.	\$0.41/lb.	\$2,815.00 \$4,230.00 \$18,450.00	\$2,815.00 \$4,230.00 \$18,450.00
Tax					\$0.00
Transportation Charge					\$250.00
MOS					\$0.00
Total					\$3,065.00 \$12,700.00 \$18,700.00

12,850.00

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

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

Thanks,

Darren Cox
Account Executive
Brenntag Southwest, Inc.

Received
BB
5-23-24

City Council Meeting
June 17, 2024

TO: Mayor and City Council

FR: Austin St. John, City Administrator

RE: Additional Expenses for Audit Services from FORVIS, LLP

ACTION: Approve Additional Expenses

Background:

Every four years city staff develops a Scope of Service and Request for Proposal to perform the annual city audit. In May of 2022 we sent this information to eight (8) CPA firms. Two (2) firms sent letters declining the opportunity to submit a proposal, five (5) firms did not respond, and one (1) firm submitted a proposal. (FORVIS, LLP)

Analysis:

The proposal requested bids for four years. The bid from FORVIS is as follows:

2022 Audit	\$37,750
2023 Audit	\$40,395
2024 Audit	7% increase (Approx. \$43,220)
2025 Audit	7% increase (Approx. \$46,250)

Legal Considerations: The City Attorney has reviewed the proposal. The City is required by law to have an annual audit performed.

Financial Considerations: The quoted fee to conduct the annual audit did not include any time required to address a restatement of previously audited financial statements. This work is billed at an hourly rate. Of the original quoted price for the 2022 Audit, the City has paid \$34,000, which leaves a balance of \$3,750.00. Additional charges include \$11,745.00 for three restatements of previously audited financial statements, and \$2,323.00 for the evaluation and adoption of GASB 87 – Leases.

Recommendation:

Motion to approve the additional charges from FORVIS in the amount of \$14,068.00.

INVOICE

City of Mulvane KS
211 N 2nd Ave
Mulvane KS 67110-1500

AMOUNT ENCLOSED

\$

Date: 05/27/24

Page: 1

Client#: 1217436 - Invoice#: 2119453

Please reference the client and invoice number on your payment or return the top portion of this invoice.

Client#: 1217436 - Invoice#: 2119453

Final billing for professional services rendered in connection with the audit of the financial statements for the year ended December 31, 2023 3,750.00

Professional services rendered in connection with the evaluation of the adoption of Governmental Accounting Standards Board (GASB) 87, *Leases* 2,323.00

Professional services rendered in connection with the evaluation of reporting of the ARPA Fund and the corrections of an error related to: 11,745.00

- Special assessment taxes receivable and deferred inflows of resources for the Debt Service Fund
- Temporary notes payable in the Capital Projects Fund
- Buildings sold in the prior years in the Mulvane Land Bank

Invoice Total

\$ 17,818.00

Invoices are due upon receipt and assessed a finance charge after 32 days past due unless detailed in engagement letter.
Payment options are included below. Please reference the client and invoice number with your payment.

Through Client Payment Portal at:
www.forvis.com/client-login

By ACH or WIRE to either account:
Bank: Wells Fargo ABA: 121000248
Account: 2000019793733
OR
Bank: Wells Fargo ABA: 121000248
Account: 4556643740

By mail to either of the following addresses:
PO Box 602828
Charlotte, NC 28260-2828
OR
PO Box 200870
Dallas, TX 75320-0870



Compensation

1. State the total estimated hours and hourly rate(s) for staff described above and the resulting maximum fee.

Proposed Maximum Fees

Our goal is to be candid, timely, answer your questions about fees upfront, and avoid fee surprises. We determine our fees by evaluating a number of variables: the complexity of the work, the project's scope, the time we will spend, and the level of professional staff needed. Our fees include travel costs and an administrative fee of 5 percent. This fee covers items such as copies, postage and other delivery charges, supplies, technology-related costs, such as computer processing, software licensing, research and library databases, and similar expense items.

Our fees may increase if our duties or responsibilities change because of new rules, regulations, and accounting or auditing standards. We will consult with you should this happen.

These fees do not include any time that may be required to address a restatement of previously audited financial statements. Accordingly, any such work will be billed based on our hourly rates.

For the Years Ending December 31	2022	2023
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Financial Statement Audit, including assistance preparing the ACFR

Staff Level	Hours	Hourly Rate	Total	Hours	Hourly Rate	Total
Partner	7	\$338	\$2,345	7	\$358	\$2,505
Director	21	\$264	\$5,460	21	\$278	\$5,840
Manager	75	\$214	\$16,125	75	\$230	\$17,250
Associate	98	\$141	\$13,820	98	\$151	\$14,800
TOTAL	200		\$37,750	200		\$40,395

2. The rate increase for each calendar year must be submitted. This increase should be stated in relation to the cost proposal for the appropriate budget year.

We anticipate an increase in our professional fees by 7 percent annually. If there are significant changes in your operations or changes in accounting or auditing standards, we will meet with you to discuss how these changes will affect your fees.

Limited Contact

The source of contact for your firm during the selection process is as followed and in the following preference order. Please refrain from contacting any other City personnel regarding this Request for Proposal. Communications with any other City personnel regarding this Request for Proposal may not be acknowledged or responded to.

Debra Parker – City Clerk
Rachael Blackwell – Finance Director
Shelby Fawcett – City Treasurer