

MULVANE CITY COUNCIL  
REGULAR MEETING AGENDA  
Monday, July 1, 2024

Call Regular Meeting to Order	Page
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated June 17, 2024	2-7
Correspondence	
Public Comments (State Name and Address – 5 minutes)	
Appointments, Awards and Citations	
<b>OLD BUSINESS:</b>	
1. Employee Survey Agreement with WSU – Austin St. John	8-24
<b>NEW BUSINESS:</b>	
1. Request for Library Mill Levy Adjustment – Shanna Smith-Ritterhouse	25-26
<b>ENGINEER:</b>	
1. Notice to Proceed – McCullough Excavating – Harvest Point	27-28
2. Change Order (deduct) \$71,350.00 – Main A Sewer Phase 2 – Apex Excavating	29-31
3. Project Review and Update	32
<b>CITY STAFF:</b>	
1. Department Budget Presentations	33-45
Administration – Debbie Parker	
Planning & Zoning – Joel Pile	
Public Works / Utilities – Jacob Coy	
Public Safety / PD, Fire, EMS – Gordon Fell	
2. City Clerk	
3. City Administrator	
4. City Attorney	
<b>CONSENT AGENDA:</b>	46-49
1. Payroll Dated 6/21/24 - \$280,700.39	
2. City Utility Bills for May - \$25,168.75	
3. Final Pay Application – Main A Sewer Phase 2 – Apex – \$42,512.00	
<b>ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:</b>	
Next City Council Meeting – Monday, July 15, 2024 – 6:00 p.m.	
<b>ADJOURNMENT:</b>	

**MULVANE CITY COUNCIL  
REGULAR MEETING MINUTES**

June 17, 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 Council President, Tim Huntley, 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, Doug Hatfield, Chris Young, Joel Pile, Gordon Fell, Nathan Wells, Julie Zeka, Brent Dinkel.

**PLEDGE OF ALLEGIANCE:** All stood for the Pledge of Allegiance led by President Huntley.

**APPROVAL OF REGULAR MEETING MINUTES:**

MOTION by Leeds, second by Gerber to approve the Regular meeting minutes dated June 3, 2024. MOTION approved unanimously.

Mayor Brent Allen arrived at 6:01 p.m.

**CORRESPONDENCE:** Mayor Allen received a call regarding how to apply for residence at Quad County Manor. Until the property is sold, individuals can continue to contact the manager, Carol Roberts.

**PUBLIC COMMENTS:** None

**APPOINTMENTS, AWARDS AND CITIATIONS:** None

**OLD BUSINESS**

None

**NEW BUSINESS**

**1. Request to Reduce/Waive Fireworks Permit Fee and Request for Temporary Zoning Permit – First Baptist Church:**

Nathan Wells, First Baptist Student Ministry Committee Chair, is requesting to reduce or waive the Fireworks Stand Fee and grant a temporary zoning permit. The First Baptist Church of Mulvane's Student Ministry is seeking to run a fireworks tent to raise money for their student ministry. This year FBC will no longer have a fireworks supplier but will be fronting all the money for the fireworks, which means that 100% of the profits will go directly to fund student events. A temporary zoning permit for 1020 N. Second is needed to properly rezone the property to allow for the sale of fireworks.

The council asked what percentage of sales FBC received. Wells advised that last year they received 35% of sales, which was a determining factor in fronting the money this year. Wells advised that they have a storage unit to store any fireworks which are not sold.

MOTION by Huntley, second by Leeds to reduce the \$6,000 fireworks stand permit fee to \$3,000 and grant a temporary zoning permit for First Baptist Church in Mulvane to sell fireworks. MOTION approved unanimously.

## **2. Agreement from RDG Planning & Design for the Comprehensive Plan:**

Planning and Zoning Director, Joel Pile, reviewed this item with the council. 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.

The Planning Commission solicited Request for Proposals (RFP) for consulting services to facilitate an update of the City's Comprehensive Plan. Three proposals were received. On May 20, 2024, the City Council selected the proposal submitted by RDG Planning & Design and BHC for comprehensive plan preparation and requested an agreement be prepared and presented for consideration.

Mayor Allen asked if the not to exceed amount was for both RDG and BHC. Pile indicated that it was.

MOTION by Leeds, second by Leach to approve the agreement submitted for comprehensive plan preparation with RDG Planning & Design with a cost not to exceed \$72,500. MOTION approved unanimously.

## **3. Emerald Valley Addition:**

City Attorney, J.T. Klaus, reviewed this item with the council and advised that the Developer is obligated to present the City with Letters of Credit to support the City's undertaking of the Emerald Valley 2<sup>nd</sup> Addition Improvements.

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 to serve a portion of Emerald Valley Estates 2nd 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.

General Obligation Bonds will 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.

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.

MOTION by Huntley, second by Leeds to accept the petitions for Emerald Valley 2<sup>nd</sup> Addition Improvements necessary to serve a portion of Emerald Valley 2<sup>nd</sup> Addition.

MOTION approved unanimously.

MOTION by Huntley, second by Westfall to accept the Developer's Agreement for Emerald Valley Estates 2<sup>nd</sup> Addition with Suburban Land Development, LLC and authorize the Mayor to sign.

MOTION approved unanimously.

MOTION by Huntley, second by Gerber to adopt Resolution No. 2024-4 determining the advisability of making Emerald Valley 2<sup>nd</sup> Addition Improvements in Emerald Valley Estates 2<sup>nd</sup> Addition.

MOTION approved unanimously.

#### RESOLUTION NO. 2024-4

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).

MOTION by Huntley, second by Gerber to adopt Ordinance No. 1582 authorizing the construction of Emerald Valley 2<sup>nd</sup> Addition Improvements in Emerald Valley Estates 2<sup>nd</sup> Addition.

MOTION approved unanimously.

#### ORDINANCE NO. 1582

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. 2024-4 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.

**4. Municipal Advisor Agreement:**

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 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.

The City's Municipal Advisor, Greg Vahrenberg of Raymond James & Associates, has submitted an agreement to provide Municipal Advisory Services for the public sale of the General Obligation Temporary Notes, Series A, 2024. The fees of the Municipal Advisor are contingent upon completion of the note issue.

MOTION by Gerber, second by Leeds to engage Raymond James & Associates as Municipal Advisor for the public sale of the City's General Obligation Temporary Notes, Series, A, 2024. MOTION approved unanimously.

**5. Engineering and Oversight Agreement for Emerald Valley Estates 2<sup>nd</sup> Addition:**

City Engineer, Chris Young, presented a Design Engineering and Construction Oversight Agreement to the council 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, to serve Emerald Valley Estates 2nd Addition. These improvements will serve 36 lots.

Total Design Engineering Services	\$83,120.00
Total Bid Phase Services	\$7,200.00
Total Construction Oversight Services	\$48,700.00

Young pointed out there will be a cost share by the city for the water line. 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.

MOTION by Huntley, second by Leeds that the City enter into an agreement with Young and Associates, P.A. for “Infrastructure Design, Bidding and Construction Oversight Services” for Emerald Valley Estates 2<sup>nd</sup> Addition and authorize the Mayor to sign.  
MOTION approved unanimously.

## **ENGINEER**

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

Phase 2 Main “A” Sanitary Sewer – The Contractor completed punch-list items and has requested a re-inspection. A Change Order for a deduct is expected for asphalt and pavement work not needed.

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

Phase 1 Harvest Point Addition Infrastructure – A pre-construction meeting was held June 12<sup>th</sup>. 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.

## **CITY STAFF**

**City Clerk:** None

### **City Administrator:**

#### **1. Financial Statement:**

Review of the Financial Statement for May

### **City Attorney:**

City Attorney, J.T. Klaus, advised the council that we closed on the second portion of the PMIB Loan for this year. So far, we have paid back 2.8 million dollars of the money we are going to owe the Casino for overpaid taxes, but we have borrowed that money. Klaus reminded the council that the money we would have received this year in taxes has been borrowed and will be paid back over the next four years. This will have a ballooning effect, and to be cognizant of the fact moving forward.

### **CONSENT AGENDA ITEMS:**

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

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

MOTION approved unanimously.

### **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:**

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

MOTION approved unanimously at 6:33 p.m.

Minutes by:  
Debra M. Parker, City Clerk

July 1<sup>st</sup>, 2024  
City Council Meeting

TO: Mayor & City Council

FR: City Administrator

RE: Wichita State University PPMC Employee Opinion Survey Agreement

ACTION: Approve Proposal for Employee Opinion Survey Agreement

---

**Background:**

The city of Mulvane recognizes the importance of the employees that work for the city and want to ensure that they are satisfied with their job and within their department. The city of Mulvane is looking to build employee trust and get feedback to guide future policy and process changes. As a result, the city administrator initiated a search for a consultant to perform an employee survey that could be answered anonymously and where the consultant can come back with recommendations on possible improvements for city policies or processes.

The city administrator requested input from multiple cities for recommendations on consultants to develop and administer the employee survey. Out of the search process, one qualified proposal was received from Wichita State University, Public Policy and Management Center (PPMC).

**Analysis:**

The agreement from Wichita State University PPMC includes a process for developing an employee survey that is tailored to the city of Mulvane. The process includes setting up a management team to help guide the process and focus groups of city employees to further craft the questions that go into the survey. The PPMC will administer the survey and receive all the data from the survey responses. Once the survey is completed, the PPMC will create a final report analyzing the data and providing recommendations.

**Fiscal Impact:**

The cost of this proposal is \$10,395.00

**Recommendations:**

Approve the agreement with Wichita State University, Public Policy and Management Center.

**MOTION**

I make a motion to approve the agreement with Wichita State University, Public Policy and Management Center to create and administer an employee opinion survey.

**SERVICES AGREEMENT  
WICHITA STATE UNIVERSITY PUBLIC POLICY MANAGEMENT CENTER**

This SERVICES AGREEMENT ("Agreement") is by and between **WICHITA STATE UNIVERSITY**, a state educational institution of Kansas, 1845 Fairmount, Wichita, KS 67260-0007 ("WSU") and **CITY OF MULVANE, KANSAS**, a municipal corporation organized under the laws of the State of Kansas, with its principal office located at 211 N 2<sup>nd</sup> Ave., Mulvane, KS 67110 ("CLIENT"), collectively, the "Parties".

WITNESSETH:

**WHEREAS**, CLIENT desires to retain the services of WSU to assist with developing, deploying, and analyzing an opinion survey to gather feedback from city employees as set forth in specific statement(s) of work or purchase order(s);

**WHEREAS**, the Parties deem it to be to their mutual benefit and advantage to set forth in writing the terms of their agreement as it relates to the work performed by WSU;

**NOW, THEREFORE**, in consideration of the above premises and the individual and mutual promises of the Parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the Parties:

1. **TERM.** The term of this Agreement for Services shall be considered to begin June 1, 2024 and continue through the earlier of: (i) October 31, 2024 (ii) the conclusion of the Services as agreed to in writing by the Parties, or (iii) the termination of this Agreement as provided in Section 2.
2. **TERMINATION.** Either Party may terminate this Agreement upon sixty (60) days written notice to the other Party. Upon termination under this section, CLIENT shall remain responsible for payment to WSU for all services performed and costs incurred through the date of termination, including reimbursement to WSU of all non-cancellable commitments incurred as a result of this Agreement.
3. **SCOPE OF WORK.** WSU shall use reasonable efforts to perform the services as outlined in the Statement of Work attached hereto as ATTACHMENT A (SOW), and related tasks as are assigned by CLIENT and accepted by WSU in writing, which are made a part of this agreement by this specific reference ("Services"). Reference to "Services" in this Agreement shall be deemed to include all services and effort performed and any deliverables provided to CLIENT in connection with any SOW, including without limitation, reports, results, materials, products, and information. CLIENT understands and agrees that it is responsible for: (a) responding to WSU in a timely manner for requests for data and consultation; and (b) providing to WSU input and edits to analysis reports in a timely manner and upon request. CLIENT further understands and agrees that WSU shall not be responsible for delays in Services to the extent that such delay is the fault of CLIENT and that, if necessary, WSU retains the right to terminate this Agreement, without penalty, for such delay under Section 2 hereof.
  - 3.1. **MULTIPLE SOWs.** If more than one SOW is necessary for performance of this Agreement, each SOW shall be in substantially the same form as the SOW attached hereto as ATTACHMENT A and shall be executed by authorized representatives of the Parties. Each SOW shall constitute a separate agreement incorporating all of the terms and conditions set forth herein. In the event of a conflict between the provisions of any SOW and the provisions set forth in this Agreement, the provisions of this Agreement shall control unless specifically stated in the SOW.
4. **PAYMENT FOR SERVICES.** Compensation for Services shall be set forth in the SOW and invoiced to CLIENT at completion of Services, or at other time as specified in the SOW.
5. **INVOICES.** Payments to WSU and inquiries relating to WSU invoices shall be directed to: Wichita State University Public Policy & Management Center, Attn: Ryan Lohfink, Financial Operations 1845 Fairmount, Box 0038, Wichita, KS 67260-

0038. Compensation shall be paid within thirty (30) days of date of invoice and in the amount specified in the invoice. WSU shall send invoices to the address provided in Section 18 (Notices), unless otherwise instructed in writing by CLIENT.

6. **RELATIONSHIP OF THE PARTIES; INDEPENDENT CONTRACTOR.** The Parties agree that WSU undertakes the furnishing of Services pursuant to the terms of this Agreement as an independent contractor. The Parties agree that CLIENT shall not control or have the right to control what WSU does and how WSU performs the work. Nothing in this Agreement shall be construed as creating any type of employment, partnership, or affiliate relationship between the parties. Neither Party has any responsibility nor liability for the actions of the other Party except as specifically provided in this Agreement. Neither Party has any right or authority to bind or obligate the other Party in any manner or make any representation of warranty on behalf of the other. WSU shall receive no compensation except that set forth in this Agreement and WSU shall not be entitled to any of the benefits, perquisites, or emoluments of employment normally provided to CLIENT employees.

7. **INDEMNIFICATION AND HOLD HARMLESS:**

7.1. Except as provided in Section 7.2, each Party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts of the other Party. WSU, its faculty members, students, administrators, employees, agents, and authorized volunteers, are subject to the terms and limitations of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), as amended.

7.2. CLIENT shall, to the extent allowed by law, hold harmless WSU, its faculty members, students, administrators, employees, and authorized volunteers against any and all claims, or liabilities, including attorneys' fees and court costs, for any loss, damage, injury, or loss of life arising out of (i) use by CLIENT (or any third party acting on behalf of or under authorization from CLIENT) of services or any information, reports, deliverables, materials, products or other results of WSU's work under this Agreement or (ii) CLIENT'S infringement of a third party's intellectual property rights or CLIENT'S violation of any law, rule, or regulation in the provision of any materials to WSU.

8. **SCHEDULING; POSTPONEMENT.**

8.1. Postponement: If CLIENT postpones services, WSU reserves the right to charge CLIENT for any charges that may have been incurred and for lost revenue due to the postponement. These charges include but are not limited to staffing, materials purchases, equipment, rental fees, and storage.

8.2. Cancellation: If CLIENT cancels, WSU reserves the right to charge the CLIENT for any charges actually incurred and for lost revenue due to the cancellation. These charges include but are not limited to staffing, materials purchases, equipment, rental fees, and storage.

9. **DISCLAIMER OF WARRANTIES.** WSU makes no warranties, express or implied, as to any matter whatsoever, including without limitation, the condition, originality, or accuracy of the Services performed or deliverables provided under this Agreement. WSU expressly disclaims any warranty of merchantability, use or fitness for a particular purpose, and non-infringement of any intellectual property or patent rights with regard to the Services and any data, results, inventions, copyrightable works, tangible research property, or other results or information provided by WSU.

10. **INTELLECTUAL PROPERTY.**

10.1. WSU Intellectual Property. CLIENT acknowledges that WSU owns, holds, or may independently develop in the future, proprietary information and technology including licenses to pre-existing materials such as development tools, compilers, algorithms, files, specifications and documentation ("WSU IP"). CLIENT agrees that all WSU IP is proprietary to WSU and shall remain WSU's exclusive property. To the extent that any WSU IP is contained in a Deliverable, WSU hereby grants CLIENT a perpetual, irrevocable, royalty-free, non-

exclusive, license to perform, display, use, and reproduce, modify, and adapt such WSU IP. To the extent that any WSU IP is included in any Deliverable intended to be used in any CLIENT products, WSU grants CLIENT a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable license to use, display, reproduce, modify, sublicense, sell, and distribute the WSU IP within such CLIENT product without the express written consent of WSU to the extent and for the purpose(s) permitted by this Agreement. Except for the rights granted to CLIENT in this Agreement, WSU reserves all right, title, and interest to the WSU IP.

10.2. Work Product. WSU shall promptly and fully disclose to CLIENT all inventions and works of authorship, including improvements, discoveries, ideas, technologies, know-how, work product, concepts, material, disclosures, software programs, computer language, programming aids, documentation, or any other intellectual property, conceived, developed, originated, fixed, or reduced to practice by WSU in connection with any Services performed by it for CLIENT ("Work Product"). WSU agrees to assign to CLIENT, its successors and assigns, and hereby does so assign, without further consideration, the entire right, title, and interest to all Work Product whether or not patentable or copyrightable. WSU agrees that CLIENT owns all copyright, trademark, trade secret, patent and other intellectual property rights associated with any Work Product. WSU shall execute and shall cause its staff to execute, all applications for patents and copyrights, domestic and foreign, assignments, and other papers necessary to secure and enforce all rights related to any Work Product. If WSU or its staff are needed at any time to give testimony for CLIENT in any proceeding affecting such proprietary rights, WSU shall do so and shall cause its staff to do so and CLIENT will pay WSU at the rate set forth in the SOW (if this Agreement is in force) or at a rate to be mutually agreed (if this Agreement has been terminated or does not contain an hourly rate), plus reasonable expenses.

10.3. Work Made for Hire. The Parties intend that (i) WSU shall perform all Services hereunder as a contractor, (ii) any Work Product arising from such Services shall be deemed to be a "work made for hire" pursuant to 17 U.S.C. § 201(b) (the Copyright Act), and (iii) such Work Product shall be deemed to be a specially commissioned work. Whether the Work Product is considered to be a "work made for hire," the result of an employment to invent, or otherwise, all Work Product is the sole property of CLIENT.

11. **NOTICE OF OWNERSHIP.** All meeting notes, customized plans, and results of this planning/development project are the property of the CLIENT. Processes and support materials developed in service to the project by WSU are the property of WSU and will be owned by WSU.

12. **GRANT OF RIGHTS TO WSU.** Notwithstanding anything contrary contained elsewhere herein, CLIENT grants to WSU a non-exclusive, royalty-free, perpetual and irrevocable license to make and use any Work Product for non-commercial educational purposes; exhibition, accreditation, development, alumni relations, reference, and promotion of WSU's own activities (including display on WSU's website); as examples of student work; and for inclusion in its permanent collection and/or archives, including websites, displays, and promotional materials, provided that WSU acknowledges CLIENT in connection with any such use. Further, CLIENT grants permission to WSU to distribute the Work Product to external third-parties for portfolio and reference purposes.

13. **COMPLIANCE.** CLIENT agrees that WSU may retain one (1) archival copy of all documents from the project for the purposes of (a) proving what information it did or did not receive hereunder in the event of a future dispute, or (b) complying with governmental regulatory requirements.

14. **USE OF MARKS, LOGOS AND MARKETING.** CLIENT shall not use the name, logos, insignias, or trademarks of WSU, any affiliates of WSU, or any project member, in any publicity, advertising, promotional materials, news release or websites except as set forth in this Agreement, or as authorized by WSU in each instance. Either Party may use the name of the other in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Either Party may also refer to the other by name in any report or summary report prepared by WSU as it relates to the services provided by WSU to CLIENT.

## 15. CLIENT TOOLS, EQUIPMENT, AND TEST ARTICLES.

- 15.1. License for Use. As a part of this Agreement, CLIENT may provide to WSU, on a loaned or temporary basis, CLIENT tools, equipment, or test articles ("CLIENT Property") from time to time and in mutual agreement of the Parties. CLIENT hereby licenses to WSU to use such CLIENT Property for the Term of this Agreement. Upon acceptance of the use of CLIENT Property, it is understood and agreed that it is WSU's responsibility to verify that CLIENT Property is as described, and if it is equipment or tools, in good working order; to immediately cease use of CLIENT Property if any defect or fault is evident in the CLIENT Property; and to report any defects, faults, or concerns about CLIENT Property immediately to CLIENT.
- 15.2. Cost Adjustments Authorized. In further consideration of the loan of CLIENT Property to WSU, it is understood and agreed that pricing of the work may be adjusted by WSU to reflect the reduction in costs and expenses to WSU resulting from the provision of the CLIENT Property, as may be indicated on applicable work orders and/or invoices attached hereto or as mutually executed between the parties.
- 15.3. Storage. Unless other arrangements are made, all CLIENT Property will be returned to CLIENT at CLIENT's expense. Storage of CLIENT Property will be at CLIENT's expense following completion of Services. WSU reserves the right to remove and store failed test articles at CLIENT's expense until articles are repaired, and testing can be resumed.

16. **LIMITATION OF LIABILITY FOR BREACH OF CONTRACT.** In no event shall either Party's liability for breach of this Agreement include damages for work stoppage; lost data; or indirect, special or consequential damages of any kind, including lost profit. Except for each Party's obligations under Section 2 (Termination), Section 7 (Indemnification) and Sections 14 to 28 (general provisions), each Party's liability to the other for breach of this Agreement shall not exceed an amount equal to the monetary consideration paid to WSU under this Agreement.

17. **BREACH; ATTORNEY'S FEES.** In the event CLIENT fails to perform any of its obligations under this Agreement, CLIENT shall reimburse WSU for all costs and expenses, including reasonable attorneys' fees, court costs, and costs of investigation, that are incurred by WSU and/or the State of Kansas to enforce this Agreement, regardless of whether a lawsuit or legal action has been commenced or concluded.

18. **RETENTION OF RECORDS.** Each Party agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of the expiration or termination of this Agreement. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

19. **NOTICES.** All notices, demands, requests, approvals, reports, instructions, consents, or other communications (collectively, "Notices") which may be required or desired to be given by either party to the other shall be **in writing** and sent by certified mail or overnight traceable delivery and addressed as follows, unless any other person or address may be designated by notice from one party to the other:

If to Wichita State University:

Attn: Misty Bruckner, PPMC Director  
Wichita State University  
1845 Fairmount Street  
Wichita, KS 67260-0211

If to CLIENT:

Attn: Brent Allen, Mayor  
City of Mulvane, Kansas  
211 N. 2<sup>nd</sup> Ave.  
Mulvane, KS 67110

With a copy to:

Attn: General Counsel  
Wichita State University  
1845 Fairmount Street  
Wichita, KS 67260-0205  
[gc.contracts@wichita.edu](mailto:gc.contracts@wichita.edu)

With a copy to:

Attn: Austin St. John  
City of Mulvane, Kansas  
211 N 2<sup>nd</sup> Ave.  
Mulvane, KS 67110  
[astjohn@mulvane.us](mailto:astjohn@mulvane.us)

20. **THIRD PARTY BENEFICIARIES.** This Agreement is not intended to shall not be construed as providing an enforceable right to any third party.
21. **CAPTIONS.** The captions and headings in this Agreement are for reference only and do not define, describe, extend, or limit the scope or intent of this Agreement.
22. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law.
23. **FORCE MAJEURE.** No party to this Agreement shall be responsible for any failure to perform as required by this Agreement, to the extent such failure to perform is caused due to circumstances reasonably beyond the party's control, such as labor disturbances or labor disputes of any kind, accidents, acts of government including but not limited to failure of governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, pandemic or disease, or other cause beyond the control of such party.
24. **WAIVER.** Any waiver shall be in writing and provided to all other parties. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any party hereto.
25. **ASSIGNMENT.** This Agreement may not be assigned by WSU except upon the prior written consent of CLIENT, and which consent may be withheld or conditioned by CLIENT as necessary to prevent prejudice to its interests and entitlements hereunder. This Agreement and all rights, privileges, and licenses granted hereunder may be assigned by CLIENT to CLIENT subsidiaries and CLIENT supporting organizations.
26. **SURVIVAL.** Upon termination or expiration of this Agreement, Section 4 (Payment for Services), Section 6 (Indemnification and Hold Harmless), Section 8 (Disclaimer of Warranties), Section 10 (Notice of Ownership), Section 13 (Use of Marks, Logos and Marketing), Section 15 (Limitation of Liability for Breach of Contract) and Sections 15 through 28 (general provisions) shall survive.
27. **STATE OF KANSAS TERMS.** The provisions found in the Contractual Provisions Attachment (Form DA-146a – as modified by WSU), which can be accessed at: <https://www.wichita.edu/administration/generalcounsel/DA-146a.php>, are hereby incorporated into this Agreement and a made part thereof. Any conflict between this Agreement and Form DA-146a shall be governed by Form DA-146a unless expressly stated otherwise herein. WSU may change the Contractual Provisions Attachment at any time in its sole discretion. Such changes shall be effective upon posting of such updates to the web address listed herein.
28. **COUNTERPARTS/EXECUTION.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed via

“wet” signature, authorized signature stamp or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.

29. **ENTIRE AGREEMENT.** This Agreement (including all documents attached or referenced) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes, and revokes all prior negotiations, representations, and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, notwithstanding any non-disclosure or confidentiality agreements directly relating to the SOW.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures, said Agreement to become effective as of the later date ("Effective Date").

**WICHITA STATE UNIVERSITY****CITY OF MULVANE, KANSAS**

---

**SIGNATURE**

---

**SIGNATURE**

---

Misty Bruckner

---

Brent Allen

---

**PRINTED NAME**

---

**PRINTED NAME**

---

Director, PPMC

---

Mayor

---

**TITLE**

---

**TITLE**

---

**DATE**

---

gc.contracts@wichita.edu

---

316-978-3285

---

**DATE**

---

[ballen@mulvane.us](mailto:ballen@mulvane.us)

---

316-777-1143

---

**CONTACT INFORMATION (PHONE, E-MAIL)**

---

**CONTACT INFORMATION (PHONE, E-MAIL)**

APPROVED AS TO  
LEGAL FORM

  
ASSISTANT GENERAL COUNSEL



WICHITA STATE  
UNIVERSITY



## PUBLIC POLICY & MANAGEMENT CENTER

## CONTACT

Misty Bruckner, Director  
[misty.bruckner@wichita.edu](mailto:misty.bruckner@wichita.edu)  
316-978-6527



# Employee Opinion Survey

City of Mulvane | May 2024

# Background & Purpose

---

In response to a request from the City of Mulvane, the Public Policy and Management Center (PPMC) at Wichita State University is proposing to develop, deploy, and analyze an opinion survey to gather feedback from City employees. The purpose of this project is to solicit feedback to help the City better understand employees' opinions on a variety of workplace matters. Following an analysis of employee feedback, the PPMC will develop a final report, including specific recommendations.

## Process

---

The PPMC proposes the following four-step process to complete the project.

### ***Task 1. Project Management Team***

The PPMC recommends assembling a project management team, comprised of City staff, PPMC representatives, and other stakeholders as determined by the City to guide the process. This team will hold regular bi-weekly, 30-minute meetings throughout the project.

### ***Task 2. Employee Focus Groups***

The PPMC proposes engaging employees through focus groups. Pre-survey engagement serves two main purposes.

1. To create an informational foundation to develop a survey focused on relevant issues.
2. To build employee trust in the feedback process.

The PPMC recommends conducting three focus groups before survey development, and the PPMC staff will host these focus groups in person for one day.

### ***Task 3. Survey Development and Assessment***

The PPMC will work with the project management team to develop the content for the opinion survey based on employee feedback from focus groups and important topics identified by the team. Topics may include, but are not limited to, job satisfaction, culture, work-life balance, communication, motivation, leadership, team relationships, professional development, benefits and compensation, and work environment. The survey will be designed using best practices for gathering feedback from employees.

A solid communication plan is necessary to promote the purpose and importance of participation in the survey. The PPMC will work with the project management team to develop and implement this plan to encourage broad employee participation.

The PPMC will administer the survey online through individualized links to employees via email. Employees will receive an email inviting them to participate in the survey and then a series of emails reminding them to complete it during the two weeks the survey is open.

The PPMC will be responsible for receiving data, coding, analyzing, and developing the final report of the survey. The PPMC will make recommendations for key areas to address. Recommendations will include a plan for continued engagement with employees.

### ***Task 4. Final Report***

The PPMC will produce a final report that includes information on findings during the pre-survey engagement, results from the opinion survey, and final recommendations. An electronic copy of the final report will be provided to the City.

## Deliverables

---

A final electronic report.

## Timeline

---

The PPMC is available to start work on June 1, 2024. The project will take no more than four months to complete following contract execution.

- Month 1: Start leadership team meetings and develop focus groups.
- Month 2: Execute focus groups and develop the employee survey.
- Month 3: Launch employee survey and start analysis.
- Month 4: Finish survey analysis and develop final report.

## Budget

---

Expense	Cost
Task 1. Project Management Team	\$1,732.50
Task 2. Employee Focus Groups	\$2,117.50
Task 3. Survey Development and Assessment	\$3,465.00
Task 4. Final Report	\$3,080.00
<b>Total</b>	<b>\$10,395.00</b>

*Any additional service outside of the scope outlined above will be billed at \$175/hour.*

*Translation services and fees related to reasonable accommodation requests will be the responsibility of the City of Mulvane.*

# Payment Process

---

The PPMC will bill 50% upon contract execution and 50% at the conclusion of the project.

# Project Management

---

Isabel Ebersole will serve as the project manager.

# About the PPMC

---

The PPMC, located at Wichita State University is a nonprofit, nonpartisan, self-funded organization that operates as a small business with a public purpose: **Enhancing public service to best serve your community.** The PPMC specializes in:

- Strategic Planning and Goal Setting
- Survey Research
- Customized Executive and Management Training and Professional Development
- Facilitation of Governing Body Retreats and Community Forums
- Education and Certification for Members of Professional Associations
- Applied Research for Issues Identified by Public Officials
- Technical Support for Public and Nonprofit Policy

For more than 65 years, the PPMC has worked directly with governments and nonprofit organizations in the areas of applied research, technical assistance, facilitation, and professional development. The PPMC has the professional knowledge and capacity to implement, manage, and ensure the successful completion of client projects.

## Recent Related Projects

---

### **City of Lawrence Employee Engagement Survey**

In 2022 and 2023, the PPMC worked with the City of Lawrence to complete an employee survey. The process involved pre-survey engagement through focus groups with 39 employees from all City departments. All employees were asked to complete the engagement survey. Key findings from the focus groups and survey were reported, along with overall recommendations for improving employee engagement.

*Megan Dodge, Human Resources Director*

[mdodge@lawrenceks.org](mailto:mdodge@lawrenceks.org)

*(785) 832-3202*

# PPMC Project Team

---



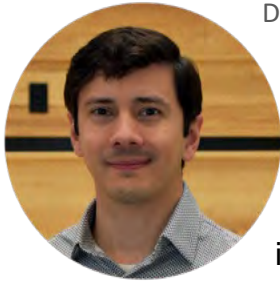
Misty R. Bruckner, Director

Misty joined Wichita State University in 2008. She is responsible for assisting governments and nonprofits with special projects, policy development, program evaluation, community surveys, facilitation, and training efforts. To start her career, Misty worked in the Office of the City Manager for the City of Wichita as an assistant to the city manager. Misty is a recipient of the Excellence in Public Service Award and the Sedgwick County Sheriff's Office Bronze Medal Award for Public Service — the highest honor for a civilian. She was selected to participate in the Kansas Leadership Center's Community Collaboration Academy aimed at advancing facilitation and collaboration efforts across the state of Kansas. Misty has a Master of Public Administration from WSU.



Sarah Shaffer, Operations Manager

Sarah Shaffer provides operational management and program evaluation support at the Public Policy and Management Center. Before her role at Wichita State, she was a Senior Accountant in the Division of Finance at Sedgwick County, so she understands the needs of the County for reporting. Sarah's passion for public service can be recognized in her previous work experience, including as English as a Second Language (ESL) Coordinator for the Valley Center School District, Research Assistant for University of Kansas School of Medicine-Wichita, Psychosocial Group Coordinator for Mental Health Association of South-Central Kansas, and Children's Education Specialist for Kansas Children's Service League. Sarah holds BA and MA degrees in Sociology from WSU.



Dr. Nigel Soria, Research Economist & Data Scientist

Nigel uses data and economic theory to study programs and address questions that impact individuals, families, and communities. His expertise includes applied econometrics, causal inference (a component of program evaluation), and predictive modeling. Specific fields of interest include labor economics, health economics, and child and family welfare. Before joining Wichita State, he held roles at Koch Industries Flint Hills Resources, Rice University, and the Kansas Department of Commerce. Nigel has a BBA in Finance and an MA in Economics from WSU and a PhD in Economics from Rice University.



Isabel Ebersole, Research Project Manager

Isabel, a Wichita native, joined the PPMC in 2021. In her role as a Research Project Manager, she works with the Applied Research & Collaboration team to conduct focus groups, create and administer surveys, conduct research, and write reports. Isabel holds a BA in Political Science from the University of Tulsa.



Briaja Tucker, Communications Coordinator

As a Communications Coordinator, Briaja assists with communications, graphic design, marketing, planning, logistics, and event coordination for the PPMC and its clients. She is currently working towards a bachelor's degree in graphic design at Wichita State University. Briaja is a Wichita native with a passion for reaching underserved populations through communications and design.



James Roberts, Strategic Initiatives Manager

James has over 15 years of experience in communications, operations, marketing, and campaign management with organizations across industries, serving as a senior adviser to local, statewide, and federal offices, industry-leading start-ups, small businesses, and advocacy campaigns.

He enjoys challenges and working with teams on solutions that require bringing people and ideas together to work collaboratively and efficiently. His strengths include balancing the big picture with critical details and translating complex projects and goals among stakeholders. He believes measurable outcomes are essential to learning and producing high-quality results.

Kansas-educated through and through, he attended Shawnee Mission public schools, earned a scholarship for men's basketball at Kansas City Kansas Community College, a degree in history with a minor in environmental studies at the University of Kansas, and is currently completing his Master of Public Administration degree at WSU.

*Other PPMC professional staff, project associates, and/or student workers may contribute as required.*

## CITY COUNCIL MEETING

Date: 7/1/24

TO: Mayor and City Council  
SUBJECT: Amendment of Library Mill Levy Cap  
FROM: Library Director Shanna Smith-Ritterhouse  
ACTION: Prepare an Ordinance to Amend Library's Mill Cap in City Code

### **Background:**

Mulvane, like many Kansas towns, caps the Library's mills because Kansas Law remains vague about the funding of public libraries.

**12-1220. Same; election to establish; tax levy, use of proceeds; library fund established; territory of existing library excluded, when.**

"...establish such library and is hereby authorized to and shall annually levy a tax for the maintenance of such library in such sum as the library board shall determine within the limitations fixed by law..."

However, unlike many Kansas towns, the people of Mulvane have clearly shown support of the Library by voting to fund a new building within the last ten years. The Library Board feels confident that the community didn't vote for an upgraded, larger amenity to have the City not support day-to-day operations just years later.

The mill levy cap must be adjusted for the Library's allocation to be even a dollar more than the set mill amount. Mill levy caps on public libraries vary greatly from town to town. Each town has a different assessed value on a mill, so more affluent communities require less mills to fund the public library; whereas struggling towns may require more mills to sufficiently fund the library budget.

### **Analysis:**

Due to a decrease in assessed valuation, the 5 mill cap would only give the Library \$415,000 to operate, which is a \$156,000 decrease to the proposed 2025 budget (27% cut). The current Library space has never been funded at this low level. The first full year in the new building was 2017 and the amount received from ad valorem taxes was higher. This cap would financially set the Library back more than 9 years. With the continuous growth in Library use and on-going rise in the cost of staffing, insurance, utilities, insurance, etc., the Library would be unable to operate anywhere close to its current level. It is not financially prudent to expect the Library to offer the same high level of service with less resources. The impact would be severe and would necessitate dramatic cuts to open hours and services, including youth and early literacy offerings.

The Library Board requests the adjustment of the cap to 6.75. This number does not reflect the current mill need of the Library's 2025 Proposed Budget, 6.88 mills. However, the Library understands the budget difficulties that the City and Council are facing and feels the lesser mill request, and resulting cuts to the Library budget, reflects this consideration.

In anticipation of orders to reduce the appraised value of the Kansas Star Casino, the City Council already raised its own mill levy in 2023. The Library now requires similar action.

### **Legal Considerations:**

The Library has additional funds in a Capital Improvement Fund and Build Fund. Usage of both funds are limited. Capital Improvement Funds cannot be used on staffing and utilities, and the Build Fund must be used for the purpose of financing, site preparation, acquisition, construction, improvement, installation, furnishing, and equipping the Library (voted use).

### **Financial Considerations:**

The Library Board approved the 2025 Budget at the May Library Board meeting with no large increases, except to accommodate minimal rising costs in utilities, insurance, and cost of living. For the past 3 years, the Library Board has utilized the Build Fund to supplement the operating budget, which hasn't been able to cover the total cost of operations due to inflation. The 2025 Budget already planned to make use of these accounts again in the upcoming year. This has provided the Library with a temporary fix, but utilizing this fund is not sustainable long-term.

Additionally, it is important to note that the Library actively submits and receives grant funding and makes requests of the community for donations. Almost annually, grants and donations are received to help cover new technology, materials, and programming, including the Summer Reading Program. With the requested mill cap amount, the Library will continue to be proactive about grant and donation support.

### **Recommended Action**

Motion to instruct the City Attorney to prepare an ordinance amending City Code to raise the Library's mill levy cap to 6.75.

**CITY COUNCIL MEETING  
MULVANE, KANSAS  
June 3, 2024**

**TO:** Mayor and City Council  
**SUBJECT:** Harvest Point Addition, Phase 1 Infrastructure  
**FROM:** City Engineer - Young & Associates, PA  
**AGENDA:** ACTION ITEM – Issue a Notice to Proceed (NTP) with McCullough Excavation, Inc.

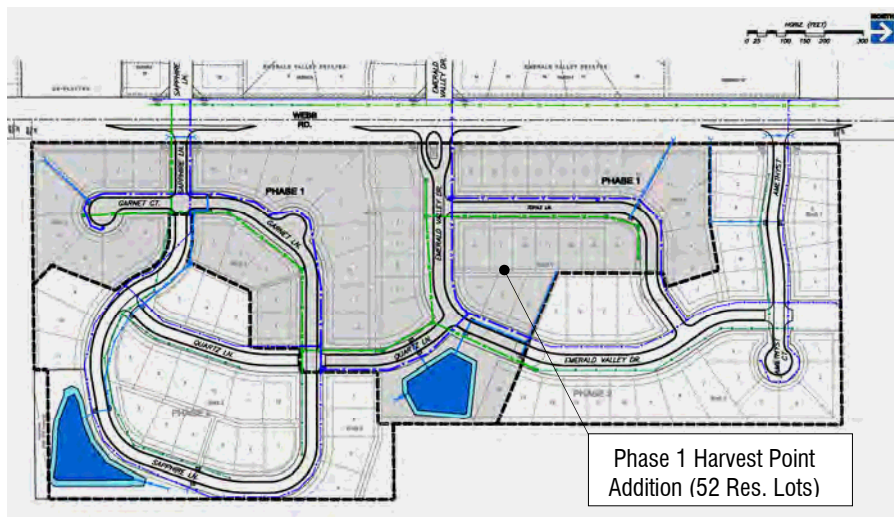
**Background:**

On May 1, 2024 the City received bids for Phase 1 “Grading and Utility Improvements” to the serve the Harvest Point subdivision. Bids were presented to the City Council on May 20<sup>th</sup> with McCullough Excavation, Inc., Wichita, KS submitting the lowest total bid for the project. On May 20, 2024 the City Council approved a Notice of Award to McCullough Excavation and on June 3, 2024 the City Council approved a construction agreement with McCullough.

**Analysis:**

The 180 calendar day contract with the Contractor includes a 30-day late start, setting the NTP date at July 3, 2024. To date the Contractor has initiated shop drawing submittals and has prepared a preliminary construction schedule for the work.

Construction is scheduled to begin with sanitary sewer installations followed by mass grading and detention ponds, storm sewers and water lines. Following is an updated timeline for Phase 1:



Anticipated Project Schedule (updated 6/26/24)  
Phase 1 Harvest Point Addition

Issue a Notice to Proceed (beginning the 180-day construction period).....	July 3
Complete construction of Phase 1 Grading and Utility Improvements.....	December 30, 2024
Complete Street design plans and bid documents.....	July, 2024
Estimated Street bidding and construction timeline.....	August – Dec. 2024

**Financial Considerations:**

The contract amount with McCullough Excavation for Phase 1 “Grading and Utility Improvements” is \$1,672,980. All project costs including construction and project expenses are paid 100% by the development/benefit district.

**Legal Considerations:**

Per City Attorney.

**Recommendation/Action:**

Staff recommends approving a NTP with McCullough Excavation, Inc. as outlined in the following sample motion:

*Sample Motion:*

*I move the City issue a Notice to Proceed for Phase 1 “Grading and Utility Improvements” with McCullough Excavation, and authorize the Mayor to sign.*

## NOTICE TO PROCEED

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

**TO: McCullough Excavation, Inc.  
9210 E. 34<sup>th</sup> St. N.  
Wichita, Kansas 67226**

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

You are notified that the Contract Time under the above contract will commence to run on July 3, 2024. By that date, you are to start performing the Work and your other obligations under the Contract Documents. The date of Substantial Completion and Final Completion are set forth in the Agreement; they are December 30, 2024 and January 29, 2025 respectfully.

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

City of Mulvane  
Owner

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

**CITY COUNCIL MEETING  
MULVANE, KANSAS  
July 1, 2024**

**TO:** Mayor and City Council  
**SUBJECT:** Phase 2 - Main A Sanitary Sewer Improvements  
**FROM:** Chris Young, City Engineer - Young & Associates, PA  
**ACTION:** Review/Approve Change Order No. 2 with Apex Excavating, LLC

---

**Background:**

On April 26, 2024 a final inspection was performed with the Contractor, City and Y&A. A certificate of substantial completion was issued and a punch-list of remaining work prepared. On June 13<sup>th</sup> a re-inspection was performed on-site and it was determined all punch-list items had been completed including the submission of as-built mark up plans.

**Analysis:**

Following receipt of the as-built mark up plans, Y&A performed a field check survey to confirm as-constructed quantities. A (final) Change Order No. 2 was then prepared based on field measured quantities and sent to the Contractor.

Material quantities were adjusted to add one 21"x4" Tee & Riser, add a temporary pipe plug, add some concrete pavement and sidewalk removal & replacement and reduce some of the AC pavement, curb & gutter and concrete flume removal & replacement. Change Order No. 2 will reduce the total contract amount and final pay application submitted by Apex Excavating.

**Financial Considerations:**

Change Order No. 2 is a deduct change order in the amount of \$71,350.00 for the items discussed above. Pending approval of this change order, the total Phase 2 construction costs are as follows:

Original Contract amount = \$1,161,060.00  
Total Change Order 1 and 2 amounts = (\$93,790.00)  
Total (final) Revised Contract amount = \$1,067,270.00



Main "A" Sanitary S ewer Improvements - Project Phasing Map

**Legal Considerations:**

Per City Attorney.

**Recommendation/Action:**

Staff has reviewed Change Order No. 2 and recommends its approval in the deduct amount of \$71,350.00 as outlined in the following Sample Motion:

*Sample Motion -*

*I move the City approve DEDUCT Change Order No. 2 in the amount of \$71,350.00 with Apex Excavating, LLC and authorize the City Administrator to sign.*

**CONTRACT CHANGE ORDER NO. 2**

Project: **Phase 2 – Main “A” Sanitary Sewer Improvements, to serve**  
City of Mulvane, Sedgwick-Sumner County, Kansas  
Y&A Project No. 21-482

Contractor: Apex Excavating, LLC  
302 W. 61<sup>st</sup> Street N.  
Park City, Kansas 67204

Date: June 17, 2024

1. The following changes were made to the CONTRACT DOCUMENTS:  
As-built quantity changes are outlined on the attached spreadsheet.

2. The following changes are hereby made to the CONTRACT AMOUNT:

2.1 Original Contract Amount (Sanitary Sewer Improvements) .....	<u>\$1,161,060.00</u>
2.2 Current Contract Amount adjusted by previous Change Orders.....	<u>\$1,138,620.00</u>
2.3 Net (Decrease) in Contract Amount due to this Change Order..... (see attached)	<u>\$ (71,350.00)</u>
<b>2.4 Total Revised Contract Amount, including this Change Order.....</b>	<b><u>\$1,067,270.00</u></b>

3. The following changes are hereby made to the CONTRACT TIME:  
No change in contract time.

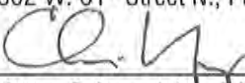
Original Contract Time..... 180 Calendar Days  
Original Start Date..... February 22, 2024  
Original Substantial Completion Date.... August 20, 2024

CHANGE ORDER AUTHORIZATION:

Change Order No. 1 Requested by:  
CONTRACTOR

	06.25.24
Apex Excavating, LLC.	Date
302 W. 61 <sup>st</sup> Street N., Park City, KS 67204	

Change Order No. 1 Recommended by:  
RESIDENT PROJECT REPRESENTATIVE

	6/25/24
Young & Associates, PA,	Date
100 South Georgie, Derby, KS 67037	

Change Order No. 1 Accepted by:  
OWNER

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

## FINAL QUANTITY CHECK-LIST

Phase 1 - Main "A" Sanitary Sewer Improvements  
City of Mulvane, Sumner & Sedgwick County, Kansas

Date Prepared: 6/17/24

Item	Description	Quantity	Units	Scheduled Values		As-Built Values	
				Unit	Extension	As-Built Quantity	Extension
1.	24" Sanitary Sewer	151	LF	\$ 220.00	\$33,220.00	151	\$33,220.00
2.	21" Sanitary Sewer	1,607	LF	180.00	289,260.00	1607	\$289,260.00
3.	10" Sanitary Sewer	22	LF	85.00	1,870.00	22	1,870.00
4.	30" Boring and Steel Encasement (BNSF Crossing)	114	LF	975.00	111,150.00	114	111,150.00
5.	36" Steel Encasement	25	LF	345.00	8,625.00	25	8,625.00
6.	30" Steel Encasement	60	LF	285.00	17,100.00	60	17,100.00
7.	Connect to Exist. Sanitary Sewer	4	LS	2,985.00	11,940.00	4	11,940.00
8.	Connect to Exist. Manholes	1	LS	3,335.00	3,335.00	1	3,335.00
9.	5' Dia. Standard Manholes	6	EA	10,815.00	64,890.00	6	64,890.00
10.	5' Dia. Shallow Manholes	2	EA	10,720.00	21,440.00	2	21,440.00
11.	4' x 6' Rein. Concrete Manhole	1	EA	21,445.00	21,445.00	1	21,445.00
12.	5' x 8' Rein. Concrete Manhole	1	EA	23,300.00	23,300.00	1	23,300.00
13.	21" x 4" Tee & Riser	3	EA	2,820.00	8,460.00	4	11,280.00
14.	Gravel Surfacing Removal & Replacement	419	SY	40.00	16,760.00	419	16,760.00
15.	Asphalt Pavement Removal & Replacement	1,066	SY	100.00	106,600.00	442	44,220.00
16.	Concrete Pavement Removal & Replacement	793	SF	40.00	31,720.00	832	33,280.00
17.	Concrete Curb & Gutter Removal & Replacement	158	LF	105.00	16,590.00	97	10,185.00
18.	Concrete Valley Gutter Removal & Replacement	23	SY	195.00	4,485.00	23	4,485.00
19.	Concrete Flume Removal & Replacement	204	SF	85.00	17,340.00	51	4,335.00
20.	Concrete Sidewalk Removal & Replacement	441	SF	30.00	13,230.00	553	16,590.00
21.	Light-Type (Grouted) Stone Rip-Rap on Geogrid Liner	210	SY	90.00	18,900.00	210	18,900.00
22.	Abandon Exist. 15" SS Pipe w/Sand Fill	97	LF	45.00	4,365.00	97	4,365.00
23.	Abandon Exist. 12" SS Pipe w/Motar Fill (BNSF ROW)	156	LF	55.00	8,580.00	156	8,580.00
24.	Abandon Exist. Sanitary Sewer Manhole	1	EA	2,835.00	2,835.00	1	2,835.00
25.	12" Pipe Plug	4	EA	885.00	3,540.00	4	3,540.00
26.	Adjust Existing 4" Water Line	1	LS	6,530.00	6,530.00	1	6,530.00
27.	Flushed and Vibrated Sand Backfill	525	LF	50.00	26,250.00	525	26,250.00
28.	Silt Fence (BMP)	1,037	LF	2.05	2,125.85	1037	2,125.85
29.	Curb Inlet Protection (BMP)	1	EA	70.00	70.00	1	70.00
30.	Site Clearing and Restoration	1	LS	282,054.15	282,054.15	1	282,054.15
A-1	SS Line No. 2 Alternate Alignment (Deduct)	1	LS	-16,950.00	-16,950.00	1	-16,950.00
C01	Change Order No.1	1	LS	-22,440.00	-22,440.00	1	-22,440.00
Total Current Contract Amount					\$1,138,620.00		

Sub-Total Contract Amount adjusted for final as-built quantities **\$1,064,570.00**

Sub-Total Change Order No. 2 Deduct Amount **-\$74,050.00**  
Add for 21" Temporary Pipe Plug (requested by City) **\$2,700.00**

Total Proposed DEDUCT Change Order No. 2 Amount **-\$71,350.00**Total Contract Amount Completed **\$1,067,270.00**

**CITY COUNCIL MEETING**  
**MULVANE, KANSAS**  
 July 1, 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
<b>Phase 2 Main A Sanitary Sewer Improvements</b> (Bond Issue funding)	<u>Completed to Date:</u> See attached memo. <u>Remaining Work:</u> none. <u>Contract Status:</u> See attached memo.
<b>GIS Mapping Updates</b> (Administration Operating Budget)	<u>Completed to Date:</u> The GIS consultant is working with City staff on transferring existing City maps, existing GIS data files and other utility map information. <u>Remaining Work:</u> Update GIS operating software and transfer existing record data. Y&A is working on updates to the City CAD base map. <u>Contract Status:</u>
<b>Phase 1 Harvest Point Addition Infrastructure</b> (Municipal Bonds)	<u>Completed to Date:</u> The Contractor has completed shop drawing submittals. <u>Remaining Work:</u> Construction staking is planned to begin the week of July 1, 2024, followed by sanitary sewer installations, mass grading/detention ponds, storm sewer and water line installations. <u>Contract Status:</u> The construction agreement with McCullough Excavation was approved by the City on June 3 <sup>rd</sup> in the amount of \$1,672,980.
<b>Emerald Valley Estates 2<sup>nd</sup> Addition Infrastructure</b> (Municipal Bonds)	<u>Completed to Date:</u> On June 17, 2024 the City Council approved Infrastructure Petitions, Developer's Agreement, Engineering Design and Oversight Agreement, Resolution of Advisability and Work Ordinance for the development of Emerald Valley Estates 2 <sup>nd</sup> Addition. <u>Remaining Work:</u> Complete design and preparation of Bid Package No. 1 including mass grading/detention pond, sanitary sewers, storm sewers and water lines. Submit KDHE permit plans for sanitary sewer and water lines. <u>Contract Status:</u> TBD based on bids received.
<b>West Main Street Drainage Improvements</b> (Special Sales Tax)	<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. <u>Remaining Work:</u> Bid and construct the drainage improvements. Establish bid date with Public Works and advertise the project for bids. <u>Contract Status:</u> TBD based on bids received.

July 1, 2024  
City Council Meeting

TO: Mayor & City Council

FR: City Administrator

RE: 2025 Budget Review

ACTION: Approve Budget Hearing Date for City and Mulvane Land Bank of August 5<sup>th</sup>, 2024

---

**Background:**

City Staff have been working over the last few months to provide a proposed budget for 2025. In April, staff went through the proposed Capital Improvement Projects for 2025 at a council workshop and implemented the discussed projects within the proposed 2025 budget as the proposed mill levy of 57.3 allows.

**Analysis:**

The proposed budget has a flat mill levy of 57.3. It includes an increase to the library from 5 mills to 6.75 mills, pending approval of the council to change the cap for the library's mill levy. The budget also includes a transfer from the electric utility fund of \$550,000 as a mill levy reduction mechanism. The proposed plan over the next four years would be to utilize a transfer from the utilities to keep the mill levy flat. The transfers would be reimbursed once the city has completed paying off the PMIB loans.

**Fiscal Impact:**

The proposed mill levy of 57.3 is the same mill levy the city established for the 2024 budget. Keeping the mill levy flat ensures that the city would not be responsible for any increase in the overall mill levy for citizens of Mulvane. The transfer of \$550,000 from the electric fund will diminish reserves but will allow for the city to maintain a flat mill levy as the city pays off the PMIB loans.

**Recommendations:**

Approve the budget hearing date of August 5<sup>th</sup>, 2024, for both the City and Land Bank.

**MOTION #1**

I make a motion to approve the budget hearing date of August 5<sup>th</sup>, 2024, for the 2025 budget of the City of Mulvane.

**MOTION #2**

I make a motion to approve the budget hearing date of August 5<sup>th</sup>, 2024, for the 2025 budget of the Mulvane Land Bank



## Administration

Manual input cell

No input required

### EXPENDITURES:

	<b>Budget 2023</b>	<b>Actual 2023</b>	<b>Budget 2024</b>	<b>Proposed 2025</b>	<b>Difference 2024/2025</b>	<b>Forecast 2026</b>
Administration Salaries	478,710	476,997	523,200	593,650	70,450	626,287
0.0% Worker's Comp	500	0	500	500	0	500
<b>Personnel Services</b>	<b>479,210</b>	<b>476,997</b>	<b>523,700</b>	<b>594,150</b>	<b>70,450</b>	<b>626,787</b>
1.0% Building Maintenance	26,000	18,511	27,500	32,500	5,000	32,825
3.0% Budget & Audit Services	26,000	13,550	25,000	30,000	5,000	30,900
0.5% Insurance	15,500	14,964	17,500	21,000	3,500	21,105
Legal Services	5,000	3,601	5,600	8,000	2,400	8,000
5.0% Office Machine Maintenance	6,000	6,894	8,000	10,200	2,200	10,710
0.0% Contract Services	22,500	18,161	26,500	27,900	1,400	27,900
<b>Contractual Services</b>	<b>101,000</b>	<b>75,681</b>	<b>110,100</b>	<b>129,600</b>	<b>19,500</b>	<b>131,440</b>
5.0% Office Supplies	7,000	5,519	7,000	10,000	3,000	10,500
5.0% Telephone Expense	10,500	9,247	11,000	11,000	0	11,550
0.0% Legal Printing	850	1,329	1,000	1,000	0	1,000
10.0% Utility Expense	9,600	7,049	11,500	12,000	500	13,200
0.0% Miscellaneous Expense	7,650	12,429	9,000	12,000	3,000	12,000
0.0% Forms	2,200	1,580	2,500	3,000	500	3,000
0.0% Postage	500	424	750	1,000	250	1,000
0.0% Educational Advancement	3,000	2,200	3,500	7,500	4,000	7,500
5.0% Professional Membership	8,000	7,104	8,000	12,000	4,000	12,600
5.0% Tree Board	8,000	7,771	8,000	8,000	0	8,400
0.0% Travel Expense	1,500	2,042	1,750	5,000	3,250	5,000
<b>Commodities</b>	<b>58,800</b>	<b>56,694</b>	<b>64,000</b>	<b>82,500</b>	<b>18,500</b>	<b>85,750</b>
New Equipment	10,000	5,364	10,000	10,000	0	10,000
Administration Contingency	500,000	222,685	500,000	450,000	(50,000)	450,000
Contingency - Casino/Debt Payment	625,000	552,389	750,000	1,500,000	750,000	1,500,000
0.0% Christmas Decorations	2,000	1,408	2,000	2,000	0	2,000
<b>Capital Outlay</b>	<b>1,137,000</b>	<b>781,846</b>	<b>1,262,000</b>	<b>1,962,000</b>	<b>700,000</b>	<b>1,962,000</b>
Transfer to Municipal Equip Repl	0	0	0	0	0	0
0.0% Transfer to Sr. Center	70,000	27,500	80,000	80,000	0	80,000
0.0% Transfer to Other - Pool	110,000	110,000	110,000	135,000	25,000	125,000
CIP Projects	22,000	0	5,000	82,000	77,000	5,000
<b>Non-Operational</b>	<b>202,000</b>	<b>137,500</b>	<b>195,000</b>	<b>297,000</b>	<b>102,000</b>	<b>210,000</b>
<b>TOTAL EXPENDITURES</b>	<b>1,978,010</b>	<b>1,528,718</b>	<b>2,154,800</b>	<b>3,065,250</b>	<b>910,450</b>	<b>3,015,977</b>

## Planning and Zoning

Manual input cell

No input required

### EXPENDITURES:

		<u>Budget 2023</u>	<u>Actual 2023</u>	<u>Budget 2024</u>	<u>Proposed Year 1 2025</u>	<u>Difference 2024/2025</u>	<u>Forecast Year 2 2026</u>
301	Planning & Zoning Salaries	42,700	51,344	45,000	45,000	0	47,475
341	0.0% Worker's Comp	0	0	0		0	0
	<b>Personnel Services</b>	<b>42,700</b>	<b>51,344</b>	<b>45,000</b>	<b>45,000</b>	<b>0</b>	<b>47,475</b>
405	0.0% Insurance	800	3,119	850	1,500	650	1,500
462	0.0% Contacted Labor	0	0	0	0	0	0
460	0.0% Contract Services	19,000	2,842	5,000	5,000	0	10,000
480	0.0% Consultant Fees	3,500	2,612	7,500	7,500	0	4,000
	<b>Contractual Services</b>	<b>23,300</b>	<b>8,573</b>	<b>13,350</b>	<b>14,000</b>	<b>650</b>	<b>15,500</b>
509	0.0% Telephone Expense	300	0	300	300	0	300
510	0.0% Legal Printing	1,000	426	2,000	2,000	0	2,000
512	0.0% Miscellaneous Expense	5,000	4,743	5,500	7,500	2,000	7,500
514	0.0% Vehicle Fuel & Oil	500	926	1,000	1,200	200	1,200
515	0.0% Forms	500	0	0	0	0	0
523	0.0% Equipment Repair	500	0	500	500	0	500
528	0.0% Uniforms	200	227	300	350	50	350
552	0.0% Vehicle Maint & Repair	1,000	91	500	500	0	500
564	0.0% Educational Advancement	1,000	0	1,000	1,000	0	1,000
591	0.0% Travel	300	2	300	1,500	1,200	1,500
	<b>Commodities</b>	<b>10,300</b>	<b>6,415</b>	<b>11,400</b>	<b>14,850</b>	<b>3,450</b>	<b>14,850</b>
616	0.0% New Equipment	5,000	211	3,500	71,500	68,000	3,000
	0.0% Contingency	4,000	1,475	4,000	4,000	0	4,000
	<b>Capital Outlay</b>	<b>9,000</b>	<b>1,686</b>	<b>7,500</b>	<b>75,500</b>	<b>68,000</b>	<b>7,000</b>
857	Transfer to Municipal Equip Replacement	0	0	0	0	0	0
	<b>Non-Operational</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>TOTAL EXPENDITURES</b>	<b>85,300</b>	<b>68,018</b>	<b>77,250</b>	<b>149,350</b>	<b>72,100</b>	<b>84,825</b>

## Public Works

Manual input cell No input required		Budget 2023	Actual 2023	Budget 2024	Proposed 2025	Difference 2024/2025	Forecast 2026
<b>EXPENDITURES:</b>							
301	Public Works/Special Highway Salaries	692,105	690,329	732,370	773,035	40,665	815,840
	Worker's Comp	0	0	0	0	0	1,000
	<b>Personnel Services</b>	692,105	690,329	732,370	773,035	40,665	816,840
403	0.0% Building Maintenance	25,000	23,890	25,000	25,000	0	25,000
405	7.0% Insurance	35,000	61,218	60,000	62,000	2,000	66,340
417	0.0% Office Machine Maintenance	9,000	5,849	9,000	6,000	(3,000)	6,000
	Legal Services	5,000	3,601	5,000	5,000	0	5,000
425	0.0% Sanitation	5,000	2,346	5,000	5,000	0	5,000
	<b>Contractual Services</b>	79,000	96,904	104,000	103,000	(1,000)	107,340
508	0.0% Office Supplies	1,500	563	1,500	1,500	0	1,500
509	5.0% Telephone Expense	3,000	4,568	3,500	3,500	0	3,675
511	0.0% Utility Expense	35,000	34,278	40,000	40,000	0	40,000
512	0.0% Miscellaneous Expense	12,000	10,049	12,500	12,500	0	12,500
513	0.0% Seed & Fertilizer/Pest Control	10,000	11,001	12,000	12,000	0	12,000
514	0.0% Vehicle Fuel & Oil	35,000	34,355	40,000	40,000	0	40,000
519	0.0% Road Oil and Asphalt/Mill & Overlay	0				0	0
521	0.0% Bike Path/Sidewalk Repair	0				0	0
522	0.0% Street Supplies	8,000	4,704	9,000	9,000	0	9,000
523	0.0% Equipment Repair	25,000	7,925	25,000	25,000	0	25,000
524	0.0% Radio Repair	1,000	0	0	0	0	0
528	0.0% Uniforms	6,000	4,808	6,000	6,000	0	6,000
530	0.0% Construction Material	5,000	994	5,000	5,000	0	5,000
552	0.0% Vehicle Maint & Repair	22,000	29,613	28,000	28,000	0	28,000
564	0.0% Educational Advancement	6,200	2,508	7,000	7,000	0	7,000
574	0.0% Professional Memberships			500	500	0	500
591	Travel Expense	0	1			0	0
	<b>Commodities</b>	169,700	145,367	190,000	190,000	0	190,175
616	New Equipment	45,000	289	25,000	25,000	0	25,000
634	New Equipment - Minor	10,000	6,246	10,000	10,000	0	10,000
	<b>Capital Outlay</b>	55,000	6,535	35,000	35,000	0	35,000
857	Transfer to Municipal Equip Repl	0	0	0	0	0	
	<b>Non-Operational</b>	0	0	0	0	0	0
<b>TOTAL EXPENDITURES</b>		995,805	939,135	1,061,370	1,101,035	39,665	1,149,355

## ELECTRIC PRODUCTION

Manual input cell						
No input required						
<b>EXPENDITURES:</b>						
5.5% Electric Production Salaries	235,686	216,738	243,000	295,278	52,278	214,745
10.0% Health Insurance	46,500	46,871	65,000	65,000	0	71,500
2.0% KPER's	17,000	18,784	25,000	25,000	0	25,500
3.0% Social Security	15,000	16,010	22,000	20,000	(2,000)	20,600
2.0% Unemployment Insurance	500	872	2,000	2,000	0	2,040
0.0% Deferred Compensation		0	0	0	0	0
0.0% Worker's Comp	500	0	500	2,450	1,950	2,450
<b>Personnel Services</b>	<b>315,186.2</b>	<b>299,275</b>	<b>357,500</b>	<b>409,728</b>	<b>52,228</b>	<b>336,835</b>
0.0% Building Maintenance	8,000	2,199	8,000	8,000	0	8,000
0.0% Budget & Audit Services	8,000	8,000	8,000	8,000	0	8,000
0.0% Insurance	45,000	43,850	50,000	50,000	0	50,000
0.0% Legal Services	5,000	1,800	5,000	5,000	0	5,000
0.0% Engineering Services	10,000	0	10,000	10,000	0	10,000
0.0% Telephone	4,000	3,280	5,000	5,000	0	5,000
0.0% Utility Expense	5,000	3,377	5,000	5,000	0	5,000
0.0% Miscellaneous	2,500	2,216	3,000	3,000	0	3,000
0.0% Office Machine Maintenance	9,000	5,739	9,000	9,000	0	9,000
0.0% Postage	3,000	2,307	3,500	3,500	0	3,500
0.0% Licensing	10,000	7,359	10,000	10,000	0	10,000
0.0% Uniforms	2,000	2,070	2,000	2,000	0	2,000
0.0% Plant Expense	75,000	13,643	80,000	80,000	0	0
2.0% Utilities Purchased	3,500,000	3,158,067	4,000,000	3,800,000	(200,000)	3,876,000
0.0% Vehicle Maint & Repair	7,500	1,841	7,500	7,500	0	7,500
0.0% Interest on Deposits	4,000	950	4,000	4,000	0	4,000
0.0% Safety Program	3,000	2,131	3,500	3,000	(500)	3,000
0.0% Educational Advancement	1,000	59	1,000	1,000	0	1,000
0.0% Hiring Expense	200	0	200	200	0	200
0.0% Professional Memberships	250	0	250	250	0	250
0.0% Travel Expense	1,000	2	1,000	1,000	0	1,000
<b>Contractual Services</b>	<b>370,345.0</b>	<b>3,258,890</b>	<b>4,215,950</b>	<b>4,015,450</b>	<b>(200,500)</b>	<b>4,011,450</b>
0.0% Office Supplies	2,000	980	2,000	2,000	0	2,000
0.0% Vehicle Fuel & Oil	3,500	1,703	4,000	4,000	0	4,000
0.0% Forms	500	500	600	600	0	600
0.0% New Equipment Minor	1,000	580	2,000	2,000	0	2,000
0.0% Computer Supplies	1,000	503	1,000	1,000	0	1,000
0.0% Generation Commodities	75,000	4,656	75,000	60,000	(15,000)	60,000
<b>Commodities</b>	<b>83,000</b>	<b>8,922</b>	<b>84,600</b>	<b>69,600</b>	<b>(15,000)</b>	<b>69,600</b>
New Equipment	45,000	18,689	50,000	50,000	0	45,000
Plant Addition	0		0		0	0
Capital Improvements	0		350,000	250,000	(100,000)	0
Decommission Power Plant	0		0		0	
<b>Capital Outlay</b>	<b>45,000</b>	<b>18,689</b>	<b>400,000</b>	<b>300,000</b>	<b>(100,000)</b>	<b>45,000</b>
<b>TOTAL EXPENDITURES</b>	<b>4,146,636</b>	<b>3,585,776</b>	<b>5,058,050</b>	<b>4,794,778</b>	<b>(263,272)</b>	<b>4,462,885</b>

# **ELECTRIC DISTRIBUTION**

Manual input cell No input required	Budget 2023	Actual 2023	Budget 2024	Proposed 2025	Difference 2024/2025	Forecast 2026
<b>EXPENDITURES:</b>						
5.5% Electric Distribution Salaries	590,606	426,587	619,675	384,625	(235,050)	443,560
10.0% Health Insurance	140,000	99,748	140,000	140,000	0	154,000
3.0% KPER's	49,000	37,124	50,000	50,000	0	51,500
2.0% Social Security	38,000	31,482	42,000	42,000	0	42,840
2.0% Unemployment Insurance	1,000	1,707	2,000	2,000	0	2,040
0.0% Deferred Compensation	0	0	0	0	0	0
0.0% Worker's Comp	500	0	500	2,450	1,950	2,450
<b>Personnel Services</b>	<b>819,106</b>	<b>596,648</b>	<b>854,175</b>	<b>621,075</b>	<b>(233,100)</b>	<b>696,390</b>
0.0% Building Maintenance	8,000	5,824	8,000	8,000	0	8,000
0.0% Budget & Audit Services	8,000	8,000	10,000	10,000	0	10,000
1.0% Insurance	50,000	22,074	50,000	25,000	(25,000)	25,250
0.0% Legal Services	10,000	11,548	10,000	10,000	0	10,000
0.0% Engineering Services	5,000	10,980	5,000	5,000	0	5,000
8.0% Telephone	3,500	2,756	4,000	4,000	0	4,320
1.0% Utility Expense	5,000	3,362	5,000	5,000	0	5,050
0.0% Miscellaneous	4,000	3,859	4,500	4,500	0	4,500
0.0% Office Machine Maintenance	8,000	5,326	8,000	8,000	0	8,000
0.0% Postage	3,000	2,405	4,000	4,000	0	4,000
0.0% Licensing	12,000	13,140	12,000	12,000	0	12,000
0.0% Uniforms	3,000	2,996	3,000	3,000	0	3,000
0.0% Line Expense	75,000	93,483	90,000	90,000	0	90,000
0.0% Vehicle Maint & Repair	20,000	12,712	30,000	30,000	0	30,000
0.0% Safety Program	4,000	5,244	5,000	5,000	0	5,000
0.0% Educational Advancement	3,000	2,238	3,000	3,000	0	3,000
0.0% Hiring Expense	500	0	500	500	0	500
0.0% Professional Memberships	500	0	500	500	0	500
0.0% Travel Expense	1,500	6	1,500	1,500	0	1,500
0.0% Contingency	100,000	32,916	150,000	100,000	(50,000)	100,000
20.0% Property Tax Expense	500	300	500	500	0	600
<b>Contractual Services</b>	<b>324,500</b>	<b>239,169</b>	<b>404,500</b>	<b>329,500</b>	<b>(75,000)</b>	<b>330,220</b>
0.0% Office Supplies	500	587	500	500	0	500
0.0% Vehicle Fuel & Oil	15,000	7,956	20,000	20,000	0	20,000
0.0% Forms	500	500	1,000	1,000	0	1,000
0.0% New Equipment Minor	1,000	592	2,000	2,000	0	2,000
0.0% Computer Supplies	1,000	0	1,000	1,000	0	1,000
0.0% Street Light Materials	35,000	21,224	35,000	35,000	0	35,000
<b>Commodities</b>	<b>53,000</b>	<b>30,859</b>	<b>59,500</b>	<b>59,500</b>	<b>0</b>	<b>59,500</b>
New Equipment	40,000	461	50,000	50,000	0	20,000
Utility Distribution Addition	75,000	158,289	90,000	150,000	60,000	150,000
Credit Card Finance Fees	35,000	53,947	50,000	50,000	0	50,000
Decommission Power Plant	0	0	0	0	0	0
Capital Improvements	0	0	150,000	150,000	0	0
<b>Capital Outlay</b>	<b>150,000</b>	<b>212,697</b>	<b>340,000</b>	<b>400,000</b>	<b>60,000</b>	<b>220,000</b>
Bond Payments	325,000	288,785	315,000	315,000	0	215,000
Transfer to General Fund	0	0	0	550,000	550,000	600,000
<b>Debt Service</b>	<b>325,000</b>	<b>288,785</b>	<b>315,000</b>	<b>865,000</b>	<b>550,000</b>	<b>815,000</b>
<b>TOTAL EXPENDITURES</b>	<b>1,671,606</b>	<b>1,368,158</b>	<b>1,973,175</b>	<b>2,275,075</b>	<b>301,900</b>	<b>2,121,110</b>

## Water

		Budget 2023	Actual 2023	Budget 2024	Proposed 2025	Difference 2024/2025	Forecast Year 2 2026
Manual input cell							
No input required							
<b>EXPENDITURES:</b>							
301	Water Salaries	340,537	301,424	336,675	379,044	42,369	400,005
332	15.0% Health Insurance	102,000	82,775	105,000	105,000	0	120,750
337	3.0% KPER's	28,000	28,054	35,000	35,000	0	36,050
338	3.0% Social Security	21,000	22,224	25,000	25,000	0	25,750
340	3.0% Unemployment Insurance	1,000	1,196	1,000	1,000	0	1,030
385	0.0% Deferred Compensation	0	0	0	0	0	0
341	0.0% Worker's Comp	500	0	500	500	0	500
	<b>Personnel Services</b>	<b>493,037</b>	<b>435,673</b>	<b>503,175</b>	<b>545,544</b>	<b>42,369</b>	<b>584,085</b>
403	0.0% Building Maintenance	10,000	11,437	10,000	10,000	0	10,000
404	2.0% Budget & Audit Services	4,700	4,700	8,000	8,000	0	8,160
405	1.0% Insurance	40,000	41,246	40,000	42,000	2,000	42,420
406	0.0% Legal Services	30,000	7,735	30,000	30,000	0	30,000
408	0.0% Engineering Services	50,000	0	60,000	60,000	0	60,000
509	0.0% Telephone	8,000	6,408	8,000	8,000	0	8,000
511	5.0% Utility Expense	110,000	107,243	120,000	120,000	0	126,000
512	0.0% Miscellaneous	5,000	2,756	6,000	6,000	0	6,000
417	0.0% Office Machine Maintenance	10,000	11,133	10,000	10,000	0	10,000
520	0.0% Postage	6,000	5,078	7,000	7,000	0	7,000
526	0.0% Licensing	18,000	18,564	18,500	18,500	0	18,500
528	0.0% Uniforms	3,000	2,959	3,000	3,000	0	3,000
547	1.0% Plant Expense	50,000	31,220	60,000	60,000	0	60,600
548	1.0% Line Expense	85,000	20,909	85,000	85,000	0	85,850
549	0.0% Utilities Purchased	350,000	327,761	380,000	380,000	0	380,000
552	5.0% Vehicle Maint & Repair	12,000	6,188	12,000	12,000	0	12,600
553	0.0% Interest on Deposits	1,500	372	1,500	1,500	0	1,500
554	3.0% Water Treatment	6,000	0	6,000	6,000	0	6,180
555	0.0% Clean Drinking Water Fee	6,500	5,433	6,500	6,500	0	6,500
560	0.0% Safety Program	3,000	2,142	3,000	3,000	0	3,000
564	3.0% Educational Advancement	2,000	1,507	2,000	2,000	0	2,060
570	0.0% Hiring Expense	500	0	500	500	0	500
574	0.0% Professional Memberships	1,500	0	1,500	1,500	0	1,500
591	0.0% Travel Expense	500	5	500	500	0	500
618	0.0% Contingency	50,000		50,000	50,000	0	50,000
	<b>Contractual Services</b>	<b>863,200</b>	<b>614,796</b>	<b>929,000</b>	<b>931,000</b>	<b>2,000</b>	<b>939,870</b>
508	0.0% Office Supplies	1,000	1,583	1,000	1,000	0	1,000
514	0.0% Vehicle Fuel & Oil	7,000	7,730	8,000	8,000	0	8,000
515	0.0% Forms	1,500	794	1,500	1,500	0	1,500
634	0.0% New Equipment Minor	2,000	1,968	3,000	3,000	0	3,000
536	0.0% Computer Supplies	1,000	0	1,000	1,000	0	1,000
	<b>Commodities</b>	<b>12,500</b>	<b>12,075</b>	<b>14,500</b>	<b>14,500</b>	<b>0</b>	<b>14,500</b>
616	New Equipment	185,000	184,471	80,000	80,000	0	0
546	Utility Plant Addition	10,000	0	10,000	10,000	0	0
705	Capital Improvement	200,000	8,807	100,000	100,000	0	45,000
	Water Improvement					0	0
	<b>Capital Outlay</b>	<b>395,000</b>	<b>193,278</b>	<b>190,000</b>	<b>190,000</b>	<b>0</b>	<b>45,000</b>
859	General Obligation Bonds	8,000	6,365	8,000	7,500	(500)	7,000
888	Cost of Issuance					0	
	<b>Debt Service</b>	<b>8,000</b>	<b>6,365</b>	<b>8,000</b>	<b>7,500</b>	<b>(500)</b>	<b>7,000</b>
<b>TOTAL EXPENDITURES</b>		<b>1,771,737</b>	<b>1,262,187</b>	<b>1,644,675</b>	<b>1,688,544</b>	<b>43,869</b>	<b>1,590,455</b>

## Wastewater Plant

	Budget 2023	Actual 2023	Budget 2024	Proposed Year 1 2025	Difference 2024/2025	Forecast Year 2 2026
Manual input cell						
No input required						
<b>EXPENDITURES:</b>						
Wastewater Treatment Plant Salaries	242,433	246,562	234,509	248,579	14,071	259,878
15.0% Health Insurance	95,000	63,612	95,000	95,000	0	109,250
2.0% KPER's	22,000	22,855	25,000	25,000	0	25,500
2.0% Social Security	18,000	18,112	20,000	20,000	0	20,400
2.0% Unemployment Insurance	500	975	1,000	1,000	0	1,020
2.0% Deferred Compensation	0	0	0	0	0	0
0.0% Worker's Comp	500		500	500	0	500
<b>Personnel Services</b>	<b>378,433</b>	<b>352,116</b>	<b>376,009</b>	<b>390,079</b>	<b>14,071</b>	<b>416,548</b>
0.5% Building Maintenance	10,000	3,742	10,000	10,000	0	10,050
2.0% Budget & Audit Services	1,500	1,500	3,500	3,500	0	1,000
5.0% Insurance	30,000	31,458	35,000	32,000	(3,000)	33,600
0.0% Legal Services	7,000	1,800	7,000	5,000	(2,000)	5,000
0.0% Engineering Services	5,000	0	5,000	5,000	0	5,000
1.0% Telephone	5,000	4,096	5,000	5,000	0	5,050
1.0% Utility Expense	160,000	121,709	160,000	160,000	0	161,600
0.0% Miscellaneous	3,000	3,055	4,000	4,000	0	4,000
2.0% Office Machine Maintenance	7,000	7,145	7,000	7,000	0	7,140
1.0% Postage	3,000	2,315	3,800	3,800	0	3,838
0.0% Sewer Plant Supplies	1,000	999	1,500	1,500	0	1,500
2.0% Licensing	22,000	25,072	25,000	25,000	0	25,500
0.0% Uniforms	1,500	1,536	2,000	2,000	0	2,000
1.0% Plant Expense	200,000	242,783	250,000	250,000	0	252,500
0.0% Vehicle Maint & Repair	7,500	2,553	8,000	8,000	0	8,000
0.0% Safety Program	2,000	2,260	3,000	3,000	0	3,000
0.0% Educational Advancement	1,500	519	4,000	4,000	0	4,000
0.0% Hiring Expense	150	0	200	200	0	200
0.0% Professional Memberships	0	0	0	0	0	0
0.0% Travel Expense	500	26	500	500	0	500
<b>Contractual Services</b>	<b>467,650</b>	<b>452,568</b>	<b>534,500</b>	<b>529,500</b>	<b>(5,000)</b>	<b>533,478</b>
0.0% Office Supplies	1,000	1,167	1,500	1,500	0	1,500
1.0% Vehicle Fuel & Oil	6,000	4,573	6,000	6,000	0	6,060
0.0% Forms	500	500	500	500	0	500
0.0% New Equipment Minor	1,000	1,797	1,500	1,500	0	1,500
0.0% Computer Supplies	1,000	2,339	1,000	1,000	0	1,000
<b>Commodities</b>	<b>9,500</b>	<b>10,376</b>	<b>10,500</b>	<b>10,500</b>	<b>0</b>	<b>10,560</b>
New Equipment		676	55,000	55,000	0	0
Capital Improvements	100,000	0	100,000	100,000	0	0
Plant Addition		0			0	0
<b>Capital Outlay</b>	<b>100,000</b>	<b>676</b>	<b>155,000</b>	<b>155,000</b>	<b>0</b>	<b>0</b>
<b>TOTAL EXPENDITURES</b>	<b>955,583</b>	<b>815,736</b>	<b>1,076,009</b>	<b>1,085,079</b>	<b>9,071</b>	<b>960,586</b>

## Wastewater Collection

Manual input cell No input required	Budget 2023	Actual 2023	Budget 2024	Proposed Year 1 2025	Difference 2024/2025	Forecast Year 2 2026
<b>EXPENDITURES:</b>						
Wastewater Collection Salaries	184,823	182,568	214,805	227,693	12,888	236,355
10.0% Health Insurance	68,000	48,825	70,000	70,000	0	77,000
2.0% KPER's	16,000	16,971	19,000	19,000	0	19,380
2.0% Social Security	15,000	13,424	16,000	16,000	0	16,320
2.0% Unemployment Insurance	500	721	500	1,000	500	1,020
0.0% Deferred Compensation	0	0	0		0	0
0.0% Worker's Comp	500	0	500		(500)	0
<b>Personnel Services</b>	<b>284,823</b>	<b>262,509</b>	<b>320,805</b>	<b>333,693</b>	<b>12,888</b>	<b>350,075</b>
0.5% Building Maintenance	5,000	2,448	5,000	5,000	0	5,025
2.0% Budget & Audit Services	2,000	2,000	4,000	4,000	0	4,080
5.0% Insurance	30,000	31,439	35,000	32,000	(3,000)	33,600
0.0% Legal Services	7,000	1,800	7,000	5,000	(2,000)	5,000
0.0% Engineering Services	45,000	0	50,000	50,000	0	50,000
1.0% Telephone	5,000	4,005	5,000	5,000	0	5,050
1.0% Utility Expense	10,000	6,694	11,000	11,000	0	11,110
0.0% Miscellaneous	3,000	2,792	3,000	3,000	0	3,000
2.0% Office Machine Maintenance	5,000	5,601	5,000	5,000	0	5,100
1.0% Postage	3,000	2,307	3,500	3,500	0	3,535
2.0% Licensing	8,000	7,945	8,500	8,500	0	8,670
0.0% Sewer Distribution Supplies	1,000	5	1,000	1,000	0	1,000
0.0% Uniforms	1,500	1,347	2,000	2,000	0	2,000
3.0% Line Expense	75,000	50,941	80,000	80,000	0	82,400
1.0% Vehicle Maint & Repair	11,000	4,848	12,000	12,000	0	12,120
0.0% Safety Program	1,500	2,218	2,000	2,000	0	2,000
0.0% Educational Advancement	1,500	519	3,000	3,000	0	3,000
0.0% Hiring Expense	150	0	150	150	0	150
0.0% Professional Memberships	1,000	0	1,000	1,000	0	1,000
0.0% Travel Expense	500	0	500	500	0	500
0.0% Contingency	40,000	0	40,000	40,000	0	40,000
<b>Contractual Services</b>	<b>256,150</b>	<b>126,909</b>	<b>278,650</b>	<b>273,650</b>	<b>(5,000)</b>	<b>278,340</b>
0.0% Office Supplies	1,000	971	1,000	1,000	0	1,000
1.0% Vehicle Fuel & Oil	5,000	2,382	5,500	5,500	0	5,555
0.0% Forms	500	500	600	600	0	600
0.0% New Equipment Minor	2,000	705	2,000	2,000	0	2,000
0.0% Computer Supplies	1,000	0	1,000	1,000	0	1,000
<b>Commodities</b>	<b>9,500</b>	<b>4,558</b>	<b>10,100</b>	<b>10,100</b>	<b>0</b>	<b>10,155</b>
New Equipment		280			0	20,000
Sewer Pipe Relining	100,000	25,376	100,000	100,000	0	0
Capital Improvements					0	0
					0	0
					0	0
<b>Capital Outlay</b>	<b>100,000</b>	<b>25,656</b>	<b>100,000</b>	<b>100,000</b>	<b>0</b>	<b>20,000</b>
Bond & Interest	450,000	410,550	450,000	440,000	(10,000)	320,000
Cost of Issuance					0	0
<b>Debt Service</b>	<b>450,000</b>	<b>410,550</b>	<b>450,000</b>	<b>440,000</b>	<b>(10,000)</b>	<b>320,000</b>
<b>TOTAL EXPENDITURES</b>	<b>1,100,473</b>	<b>830,182</b>	<b>1,159,555</b>	<b>1,157,443</b>	<b>(2,112)</b>	<b>978,570</b>

**Police**

Manual input cell No input required		Budget 2023	Actual 2023	Budget 2024	Proposed 2025	Difference 2024/2025	Forecast 2026
<b>EXPENDITURES:</b>							
301	Police Salaries	1,412,655	1,201,436	1,570,500	1,602,296	31,796	1,685,294
332	5.0% Health Insurance						0
337	1.0% KPER's						0
338	1.0% Social Security						0
339	1.0% Workman's Comp Insurance		239				0
340	1.0% Unemployment Insurance						0
	Contracted Salaries						
	<b>Personnel Services</b>	1,412,655	1,201,675	1,570,500	1,602,296	31,796	1,685,294
403	0.0% Building Maintenance	20,000	15,640	20,000	20,000	0	20,000
405	0.0% Insurance	60,000	62,490	60,000	63,000	3,000	63,000
406	Legal Services	8,000	3,601	8,000	5,000	(3,000)	5,000
417	0.0% Office Machine Maintenance	35,000	32,546	35,000	35,000	0	35,000
460	0.0% Contract/Computer Services	137,000	120,740	150,000	165,000	15,000	165,000
	Attorney Fees	15,000	10,400	15,000	15,000	0	15,000
	<b>Contractual Services</b>	275,000	245,417	288,000	303,000	15,000	303,000
507	0.0% Jail Fees	60,000	40,069	60,000	60,000	0	60,000
508	0.0% Office Supplies	6,000	5,681	7,000	7,000	0	7,000
509	0.0% Telephone Expense	24,000	17,511	24,000	24,000	0	24,000
511	0.0% Utility Expense	13,000	12,343	15,000	15,000	0	15,000
512	0.0% Miscellaneous Expense	14,800	15,762	14,800	14,800	0	14,800
514	0.0% Vehicle Fuel & Oil	42,000	38,137	50,000	40,000	(10,000)	40,000
515	0.0% Forms	2,500	2,249	2,500	2,500	0	2,500
520	0.0% Postage	300	935	700	1,500	800	1,500
523	0.0% Equipment Repair	6,000	593	5,000	5,000	0	5,000
524	0.0% Radio Repair	1,000	348	1,000	1,000	0	1,000
526	0.0% License & Certification	1,000	1,008	1,000	1,000	0	1,000
527	0.0% Animal control	2,000	487	2,000	2,000	0	2,000
528	0.0% Uniforms	12,000	3,639	12,000	12,000	0	12,000
529	0.0% Investigation Expense	6,000	1,268	6,000	6,000	0	6,000
552	0.0% Vehicle Maint & Repair	32,000	58,455	45,000	40,000	(5,000)	40,000
564	0.0% Educational Advancement	2,500	0	2,500	2,500	0	2,500
570	0.0% Hiring Expense	1,800	9,087	1,800	1,800	0	1,800
574	0.0% Professional Membership	6,500	415	6,500	6,500	0	6,500
591	0.0% Travel	3,000	2,545	4,500	3,000	(1,500)	3,000
595	0.0% Training Fee/Material	4,500	4,966	4,500	4,500	0	4,500
	<b>Commodities</b>	240,900	215,498	265,800	250,100	(15,700)	250,100
616	0.0% New Equipment	145,000	114,308	175,000	215,000	40,000	55,000
634	0.0% New Equipment - Minor	5,000	1,159	5,000	5,000	0	
	Lease Payment	30,000	30,000	30,000	270,000	240,000	267,800
	<b>Capital Outlay</b>	180,000	145,467	210,000	490,000	280,000	322,800
	Transfer to MER						
	Grant Expenses						0
	<b>Non-Operational</b>	0	0	0	0	0	0
	<b>TOTAL EXPENDITURES</b>	2,108,555	1,808,057	2,334,300	2,645,396	311,096	2,561,194

# Fire

Manual input cell

No input required

## EXPENDITURES:

		Budget 2023	Actual 2023	Budget 2024	Proposed 2025	Difference 2024/2025	Forecast 2026
301	<b>Fire Salaries</b>	252,152	237,971	271,628	303,488	31,860	320,180
302	0.0% Volunteer Monies	16,000	16,000	20,000	25,000	5,000	25,000
341	0.0% Worker's Comp		500				0
332	1.0% Health Insurance						0
337	1.0% KPER's						0
338	1.0% Social Security						0
339	1.0% Workman's Comp Insurance						0
340	1.0% Unemployment Insurance						0
	<b>Personnel Services</b>	268,152	254,471	291,628	328,488	36,860	345,180
403	5.0% Building Maintenance	50,000	10,021	30,000	15,000	(15,000)	15,750
405	1.0% Insurance	16,000	31,738	32,000	32,000	0	32,320
406	Legal Services	3,600	3,601	3,600	3,600	0	3,600
417	0.0% Office Machine Maintenance	11,000	7,044	11,000	11,000	0	11,000
460	1.0% Contract Services	8,000	8,369	9,000	9,000	0	9,090
	<b>Contractual Services</b>	88,600	60,773	85,600	70,600	(15,000)	71,760
508	0.0% Office Supplies	800	214	1,000	1,000	0	1,000
509	0.0% Telephone Expense	5,100	5,040	5,100	5,100	0	5,100
511	0.0% Utility Expense	10,500	8,166	11,000	11,000	0	11,000
512	0.0% Miscellaneous Expense	10,300	8,902	10,300	10,000	(300)	10,000
514	0.0% Vehicle Fuel & Oil	11,000	14,370	15,000	15,000	0	15,000
523	0.0% Equipment Repair	5,000	1,680	5,000	5,000	0	5,000
524	0.0% Radio Repair	2,500	2,167	3,000	2,000	(1,000)	2,000
528	0.0% Uniforms	2,000	3,826	3,000	3,000	0	3,000
552	0.0% Vehicle Maint & Repair	20,000	21,735	25,000	20,000	(5,000)	20,000
564	0.0% Educational Advancement	500	0	500	500	0	500
574	0.0% Professional Membership	500	60	500	500	0	500
591	0.0% Travel	1,000	2,080	1,000	1,000	0	1,000
595	0.0% Training Fee/Material	2,000	1,968	2,000	2,000	0	2,000
	<b>Commodities</b>	71,200	70,208	82,400	76,100	(6,300)	72,100
616	0.0% New Equipment	75,000	75,912	75,000	120,000	45,000	120,000
634	0.0% New Equipment - Minor	10,000	539	10,000	10,000	0	10,000
	<b>Capital Outlay</b>	85,000	76,451	85,000	130,000	45,000	130,000
	Contingency					0	
	<b>Non-Operational</b>	0	0	0		0	0
	<b>TOTAL EXPENDITURES</b>	512,952	461,903	544,628	605,188	60,560	619,040

## Ambulance

Manual input cell No input required		Budget 2023	Actual 2023	Budget 2024	Proposed 2025	Difference 2024/2025	Forecast 2026
<b>EXPENDITURES:</b>							
301	Ambulance Salaries	1,198,568	1,091,327	1,281,562	1,307,890	26,328	1,375,604
300	0.0% Salary Reimbursement		(8,629)				0
302	0.0% Volunteer Monies						0
341	0.0% Worker's Comp		396				0
332	1.0% Health Insurance						0
337	1.0% KPER's						0
338	1.0% Social Security						0
339	1.0% Workman's Comp Insurance						0
340	1.0% Unemployment Insurance						0
<b>Personnel Services</b>		1,198,568	1,083,094	1,281,562	1,307,890	26,328	1,375,604
403	5.0% Building Maintenance	50,000	11,013	30,000	15,000	(15,000)	15,750
405	1.0% Insurance	60,000	69,705	62,000	70,000	8,000	70,700
406	Legal Services	3,600	3,601	3,600	3,600	0	3,600
417	0.0% Office Machine Maintenance	23,000	13,712	23,000	23,000	0	23,000
460	1.0% Contract Services	50,000	51,028	50,000	50,000	0	50,500
<b>Contractual Services</b>		186,600	149,059	168,600	161,600	(7,000)	163,550
508	0.0% Office Supplies	2,000	1,199	2,000	2,000	0	2,000
509	0.0% Telephone Expense	9,000	6,290	9,000	9,000	0	9,000
511	0.0% Utility Expense	25,000	22,569	25,000	25,000	0	25,000
512	0.0% Miscellaneous Expense	10,000	4,904	10,000	10,000	0	10,000
514	0.0% Vehicle Fuel & Oil	18,000	15,283	18,000	18,000	0	18,000
515	0.0% Forms	1,000	83	1,000	1,000	0	1,000
533	0.0% Ambulance Supplies	38,000	35,046	40,000	50,000	10,000	50,000
523	0.0% Equipment Repair	5,000	569	5,000	5,000	0	5,000
524	0.0% Radio Repair	2,000	418	2,000	2,000	0	2,000
526	0.0% License & Certification	750	461	750	750	0	750
528	0.0% Uniforms	5,000	2,650	5,000	5,000	0	5,000
552	0.0% Vehicle Maint & Repair	20,000	21,063	25,000	20,000	(5,000)	20,000
564	0.0% Educational Advancement	2,000	342	2,000	2,000	0	2,000
570	0.0% Hiring Expense	800	881	800	800	0	800
574	0.0% Professional Membership	300	0	300	300	0	300
591	0.0% Travel	1,000	201	1,000	1,000	0	1,000
595	0.0% Training Fee/Material	1,000	327	1,500	1,500	0	1,500
<b>Commodities</b>		140,850	112,286	148,350	153,350	5,000	147,750
616	0.0% New Equipment	20,000	24,341	50,000	97,500	47,500	97,500
634	0.0% New Equipment - Minor	10,000	3,309	10,000	10,000	0	10,000
636	0.0% Lease Payment					0	0
<b>Capital Outlay</b>		30,000	27,650	60,000	107,500	47,500	107,500
<b>Contingency</b>						0	0
<b>Non-Operational</b>		0	0	0	0	0	0
<b>TOTAL EXPENDITURES</b>		1,556,018	1,372,089	1,658,512	1,730,340	71,828	1,794,404

City of Mulvane Utility Bills

Due: 7/05/24

				Electric Production	Electric Distribution	Water	Sewer Plant	Sewer System	Admin	Police	Street	Park	Sports Complex	Fire	Ambul 1	Ambul 2	Pool		
ES Building - 910 E. Main	01-3665-02	\$	1,092.28											\$ 546.14	\$ 546.14			\$ 1,092.28	
Splash Park- 105 W. Main	04-0720-00	\$	4,134.27									\$ 4,134.27						\$ 4,134.27	
Band Shell - 117 E. Main	04-8770-01	\$	25.20									\$ 25.20						\$ 25.20	
Main St. Park - 117 E. Main	04-8780-01	\$	1.25									\$ 1.25						\$ 1.25	
Pix Center - 101 E Main	04-8800-02	\$	218.46									\$ 218.46						\$ 218.46	
Public Works Building - 410 W. Bridge	05-0001-02	\$	310.68	\$ 38.84	\$ 38.84	\$ 77.67					\$ 155.34							\$ 310.68	
Public Works Building #2 - 410 W Bridge	05-0002-00	\$	5.91								\$ 5.91							\$ 5.91	
Water Pump #3 - 211 N. Second	05-0005-02	\$	1.25			\$ 1.25												\$ 1.25	
Maintenance Shop - 124 Boxelder	05-0015-02	\$	166.47	\$ 16.65	\$ 16.65	\$ 16.65	\$ 16.65	\$ 16.65			\$ 83.24							\$ 166.47	
Utility Shop - 120 Boxelder	05-0025-02	\$	202.17	\$ 33.70	\$ 33.70	\$ 67.39	\$ 33.70	\$ 33.70										\$ 202.17	
Lift Station - 0 Industrial Dr.	05-0070-02	\$	8.58					\$ 8.58										\$ 8.58	
Sewage Disposal Plant - 1441 N. Pope Dr.	05-0098-01	\$	2,346.07				\$ 2,346.07											\$ 2,346.07	
2011 Sewage Disposal Plant - 1441 N. Pope Dr.	05-0099-01	\$	7,296.03				\$ 7,296.03											\$ 7,296.03	
Sewer Chemical Injection - 1441 N. Pope Dr.	05-0101-01	\$	224.61					\$ 224.61										\$ 224.61	
Sewage Disposal Head Works - 1441 N. Pope Dr.	05-0102-01	\$	928.19				\$ 928.19											\$ 928.19	
Sewer Vehicle Storage - 1441 N. Pope Dr.	05-0103-01	\$	59.99				\$ 59.99											\$ 59.99	
Water Treatment Plant - 100 N. Oliver	05-0150-01	\$	50.16			\$ 50.16												\$ 50.16	
Lift Station -1900 N Rock Road - B	05-0605-01	\$	19.86					\$ 19.86										\$ 19.86	
Water Tower - 1420 N. Rock Road	05-0770-01	\$	7.41			\$ 7.41												\$ 7.41	
E.S. & Police - 1420 N. Rock Road	05-0772-01	\$	16.71							\$ 8.36				\$ 4.18	\$ 4.18			\$ 16.71	
North Sub Station - 8100 E. 111th St. So.	05-0800-03	\$	1.37	\$ 1.37														\$ 1.37	
Sports Complex Concession - 955 E. 111th St. So.	05-0900-01	\$	262.89										\$ 262.89					\$ 262.89	
Sports Complex - 955 E. 111th St. So.	05-0910-01	\$	22.77										\$ 22.77					\$ 22.77	
Swimming Pool - 990 E. 111th St. So.	05-0915-01	\$	2,585.04														\$ 2,585.04	\$ 2,585.04	
Water Reservoir - 9903 E. 111th St. So.	05-0950-01	\$	3,322.97			\$ 3,322.97												\$ 3,322.97	
Dog Shelter - 9903 E. 111th St. So.	05-0960-01	\$	30.17							\$ 30.17								\$ 30.17	
City Building - 211 N. Second	06-9955-01	\$	410.71						\$ 410.71									\$ 410.71	
City Building - 211 1/2 N. Second	06-9960-01	\$	53.85						\$ 53.85									\$ 53.85	
Parks Department - 507 N. First	12-7500-02	\$	29.23									\$ 29.23						\$ 29.23	
Parks Department - 507 N. First	12-7550-02	\$	89.44									\$ 89.44						\$ 89.44	
Parks Department - 507 N. First	12-7600-01	\$	73.39									\$ 73.39						\$ 73.39	
SW Lift - 0 Rockwood/Circle Dr.	15-7950-01	\$	132.10					\$ 132.10										\$ 132.10	
Lift Station - 0 Trail Dr.	16-7975-01	\$	32.77					\$ 32.77										\$ 32.77	
Ambulance #2 - 911 Kansas Star Dr.	25-4040-01	\$	36.20													\$ 36.20		\$ 36.20	
Police Department-420 E Main	01-1680-04	\$	36.20							\$ 36.20								\$ 36.20	
Police Department-410 E Main	01-1690-07	\$	934.10							\$ 934.10								\$ 934.10	
		\$	25,168.75	\$ 90.55	\$ 89.18	\$ 3,543.50	\$ 10,680.62	\$ 468.26	\$ 464.56	\$ 1,008.83	\$ 244.49	\$ 4,571.24	\$ 285.66	\$ 550.32	\$ 550.32	\$ 36.20	\$ 2,585.04	\$ 25,168.75	\$ 25,168.75
101-01-511		\$	464.56																
101-02-511		\$	5,101.39																
101-03-511		\$	550.32																
101-04-511		\$	1,008.83																
101-18-511		\$	586.52																
220-00-511		\$	2,585.04																
511-09-511		\$	90.55																
511-10-511		\$	89.18																
512-13-511		\$	3,543.50																
513-11-511		\$	10,680.62																
513-12-511		\$	468.26																
		\$	25,168.75																

July 1, 2024

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

Re: **Phase 2 – Main “A” Sanitary Sewer Improvements**  
Mulvane, Sumner/Sedgwick County, Kansas  
Y&A Project No. 21-482

Dear Mr. St. John:

Transmitted herewith is a signed PDF copy of Payment Application No. 4 from APEX Excavating, LLC for the above referenced project. This is APEX's final pay application for the work which includes Change Order No. 2. We have reviewed the pay application and pending approval of Change Order 2 concur with the amount of \$42,512.00 as requested.

Change Order No. 2 was prepared following completion of all punch-list items and a field check of as-built quantities. We have prepared a City Council memorandum presenting Change Order 2 and recommend its approval prior to payment of the attached Pay Application No. 4. As stated in our CC memo, total deducts in Phase 3 quantities amounted to \$93,790 or approx. 8.1% of the total original contract amount.

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

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

Very truly yours,  
YOUNG & ASSOCIATES, PA



Christopher R. Young, PE  
City Engineer

Attachments

# APPLICATION AND CERTIFICATE FOR PAYMENT

OWNER: City of Mulvane, Kansas  
211 N. Second St.  
Mulvane, KS 67110

CONTRACTOR: APEX Excavating, LLC  
302 W. 61st Street N.  
Park City, KS 67204

PROJECT: Phase 2 - Main "A" Sanitary Sewer Improvements  
City of Mulvane, Sedgwick  
County, Kansas

Payment Application No.: 4.1 FINAL  
Payment Application Date: 06/25/24  
Contract Date: 12/04/23

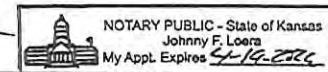
1.	ORIGINAL CONTRACT AMOUNT	\$	1,161,060.00
2.	Net Change by Change Order	\$	(93,790.00)
3.	CONTRACT AMOUNT TO DATE (1. + 2.)	\$	1,067,270.00
4.	TOTAL COMPLETED TO DATE (Column C from page 2, 3 and 4)	\$	1,067,270.00
5.	Retainage (Column D from page 2 and 3)	\$0.00	
6.	Total Earned, Less Retainage (4. - 5.)	\$	1,067,270.00
7.	Less Previous Payments	\$	1,024,758.00
8.	Current Payment Due	\$	42,512.00
9.	Balance to Finish (including retainage, 3. - 6.)	\$	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: APEX Excavating LLC  
By: Jennifer Sparks / Sr. Estimator Date: 06/25/24  
(Name) [Signature] (Title) Sr Estimator/PM

State of Kansas  
County of Sedgwick  
Subscribed and sworn before me this 25 day of June, 2024.

Notary Public: [Signature]  
My Commission Expires: 4-19-2025



Change Order Summary:	Additions	Deductions
Change Order No. 1	\$	22,440.00
Change Order No. 2	\$	71,350.00
Sub-Totals	\$	-(93,790.00)
Total Change Order Amount	\$	(93,790.00)

ENGINEER'S CERTIFICATE OF REVIEW:  
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quantity of the Work is in accordance with the Contract Documents, and Contractor is entitled to payment of the amount indicated in the above "Current Payment Due".

AMOUNT CERTIFIED: \$ 42,512.00

ENGINEER: Young & Associates, PA  
By: [Signature] Date: 6/25/24  
Christopher R. Young, PE, Project Manager

ACCEPTANCE BY OWNER: City of Mulvane, Kansas  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Austin St. John, City Administrator

# APPLICATION FOR PAYMENT

Proj: Phase 2 - Main "A" Sanitary Sewer Improvements  
City of Mulvane, Sedgwick County,  
Kansas

Payment Application No.: 4.1FINAL  
Payment Application Date: 6/25/2024  
Contract Date: 12/4/2023

Page: 2 of 2

m No.	Description	Quant.	Unit s	Scheduled Values		Work Completed from Previous Pay Application		Total Work Completed to Date		Amount Due this Period	Retainage this Period	Due this Period, Less Retainage
				Unit Price*	Extension (A)	Previous Quantity	Extension (B)	Quantity To Date	Extension (C)	(C-B)	10% (D)	(C-B)-(D)
1.	24" SS Pipe	151	LF	\$ 220.00	\$33,220.00	151.00	\$33,220.00	151.00	\$33,220.00	0.00	\$0.00	\$ -
2.	21" SS Pipe	1,607	LF	180.00	289,260.00	1,607.00	\$289,260.00	1,607.00	\$289,260.00	0.00	0.00	0.00
3.	10" SS Pipe	22	LF	85.00	1,870.00	22.00	1,870.00	22.00	1,870.00	0.00	0.00	0.00
4.	30" Boring & Steel Encasement	114	LF	975.00	111,150.00	114.00	111,150.00	114.00	111,150.00	0.00	0.00	0.00
5.	36" Steel Encasement	25	LF	345.00	8,625.00	25.00	8,625.00	25.00	8,625.00	0.00	0.00	0.00
6.	30" Steel Encasement	60	LF	285.00	17,100.00	60.00	17,100.00	60.00	17,100.00	0.00	0.00	0.00
7.	Connection to Existing SS	4	LS	2,985.00	11,940.00	4.00	11,940.00	4.00	11,940.00	0.00	0.00	0.00
8.	Connection to Existing MH	1	LS	3,335.00	3,335.00	1.00	3,335.00	1.00	3,335.00	0.00	0.00	0.00
9.	Standard SS MH (5'DIA)	6	EA	10,815.00	64,890.00	6.00	64,890.00	6.00	64,890.00	0.00	0.00	0.00
10.	Standard Shallow SS MH (5'DIA)	2	EA	10,720.00	21,440.00	2.00	21,440.00	2.00	21,440.00	0.00	0.00	0.00
11.	4'x6' Reinforced Conc MH	1	EA	21,445.00	21,445.00	1.00	21,445.00	1.00	21,445.00	0.00	0.00	0.00
12.	5'x8' Reinforced Conc MH	1	EA	23,300.00	23,300.00	1.00	23,300.00	1.00	23,300.00	0.00	0.00	0.00
13.	21"x4" Tee & Riser Assembly	3	EA	2,820.00	8,460.00	3.00	8,460.00	3.00	8,460.00	0.00	0.00	0.00
14.	Existing Gravel Surf Removal/Replaced	419	SY	40.00	16,760.00	419.00	16,760.00	419.00	16,760.00	0.00	0.00	0.00
15.	Existing Asphalt Pav't Removal/Replaced	1,066	SY	100.00	106,600.00	1,066.00	106,600.00	1,066.00	106,600.00	0.00	0.00	0.00
16.	Existing Conc Pav't Removal/Replaced	793	SF	40.00	31,720.00	793.00	31,720.00	793.00	31,720.00	0.00	0.00	0.00
17.	Existing Conc C&G Removal/Replaced	158	LF	105.00	16,590.00	158.00	16,590.00	158.00	16,590.00	0.00	0.00	0.00
18.	Existing Conc VG Removal/Replaced	23	SY	195.00	4,485.00	23.00	4,485.00	23.00	4,485.00	0.00	0.00	0.00
19.	Existing Conc Flume Removal/Replaced	204	SF	85.00	17,340.00	204.00	17,340.00	204.00	17,340.00	0.00	0.00	0.00
20.	Existing Conc SW Removal/Replaced	441	SF	30.00	13,230.00	441.00	13,230.00	441.00	13,230.00	0.00	0.00	0.00
21.	Light-Type Grouted Stone RipRap	210	SY	90.00	18,900.00	210.00	18,900.00	210.00	18,900.00	0.00	0.00	0.00
22.	Abandon Existing 15" SS w/Sand Fill	97	LF	45.00	4,365.00	97.00	4,365.00	97.00	4,365.00	0.00	0.00	0.00
23.	Abandon Existing 12" SS w/Mortar Fill	156	LF	55.00	8,580.00	156.00	8,580.00	156.00	8,580.00	0.00	0.00	0.00
24.	Abandon Existing SS MH	1	EA	2,835.00	2,835.00	1.00	2,835.00	1.00	2,835.00	0.00	0.00	0.00
25.	12" Pipe Plug	4	EA	885.00	3,540.00	4.00	3,540.00	4.00	3,540.00	0.00	0.00	0.00
26.	Adjust Existing 4" WL	1	LS	6,530.00	6,530.00	1.00	6,530.00	1.00	6,530.00	0.00	0.00	0.00
27.	Flush & Vibrate Sand Backfill	525	LF	50.00	26,250.00	525.00	26,250.00	525.00	26,250.00	0.00	0.00	0.00
28.	Silt Fence (BMP)	1,037	LF	2.05	2,125.85	1,037.00	2,125.85	1,037.00	2,125.85	0.00	0.00	0.00
29.	Curb Inlet Protection	1	EA	70.00	70.00	1.00	70.00	1.00	70.00	0.00	0.00	0.00
30.	Site Clearing & Restoration	1	LS	282,054.15	282,054.15	1.00	282,054.15	1.00	282,054.15	0.00	0.00	0.00
A-1	SS Line No. 2 Alternate Alignment	1	LS	-16,950.00	(16,950.00)	1.00	-16,950.00	1.00	-16,950.00	0.00	0.00	0.00
CO1	Change Order No. 1	1	LS	-22,440.00	(22,440.00)	1.00	-22,440.00	1.00	-22,440.00	0.00	0.00	0.00
CO2	Change Order No. 2	1	LS	-71,350.00	(71,350.00)	1.00	-71,350.00	1.00	-71,350.00	0.00	0.00	0.00
Total Current Contract Amount					\$1,067,270.00		\$1,067,270.00		\$1,067,270.00	\$0.00	\$0.00	\$0.00

\* Installation cost calculated = bid price - material costs (red text)