

MULVANE CITY COUNCIL  
REGULAR MEETING AGENDA  
Monday, August 19, 2024

Page

Call Regular Meeting to Order

Roll Call

Pledge of Allegiance

Approval of Regular Meeting Minutes dated August 5, 2024

2-10

Correspondence

Public Comments (State Name and Address – 5 minutes)

Appointments, Awards and Citations

**OLD BUSINESS:**

1. Naming Park Located in Country Walk – Austin St. John

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2. Ordinance Amending Time for Utility Reconnects – J. T. Klaus

12-16

**NEW BUSINESS:**

1. Audit Engagement Letter from FORVIS for 2023 Audit Services - \$40,395 – Debbie Parker

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2. Voting Delegates for LKM Annual Conference Business Meeting – Debbie Parker

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3. 2024 STO & UPOC Ordinances – Gordon Fell

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4. Ordinance Authorizing Electric Utility System Improvements – J. T. Klaus

45-51

5. Ordinance Authorizing Sanitary Sewer System and

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Storm Water and Drainage Improvements – J. T. Klaus

**ENGINEER:**

1. West Main Street Drainage Improvements – Review Bid and Notice of Award

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2. Project Review and Update

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**CITY STAFF:**

City Clerk

City Administrator

1. Location of EV Charging Station

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2. Finance Report for July

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City Attorney

1. Executive Session – Land Acquisition

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**CONSENT AGENDA:**

1. Payroll Dated 8/16/24 – \$259,702.72

2. Warrant Register for July - \$919,912.79

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3. Pay Application #1 – McCullough Excavation – Harvest Point Phase 1 - \$117,090.00

74-79

4. Invoice to Replace A/C Compressor at Library – MJB Heating & Cooling - \$11,255.00

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

No Council Workshop for August

Next City Council Meeting – Wednesday, September 4, 2024 – 6:00 p.m.

**ADJOURNMENT:**

**MULVANE CITY COUNCIL  
REGULAR MEETING MINUTES**

August 5, 2024

6:00 p.m.

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

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

**OTHERS PRESENT:** Austin St. John, Debra Parker, J. T. Klaus, Chris Young, Joel Pile, Mike Robinson, Jacob Coy, Steve Nichols, Kevin Cardwell, Chris Smith, Chris Wilson, Dallas Williams, Tyler Miranda.

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

**APPROVAL OF REGULAR MEETING MINUTES:**

MOTION by Leeds, second by Gerber to approve the Regular meeting minutes dated July 15, 2024.

MOTION approved unanimously.

**CORRESPONDENCE:** None

**PUBLIC COMMENTS:** Councilmember Todd Leeds spoke as a citizen of Mulvane to acknowledge the Fire, PD, and EMS departments. Leeds is grateful for their sacrifice, dedication to duty, and selflessness, which does not go unnoticed. It is an honor and privilege to have dedicated employees serve the community. Mayor Allen agreed with the comments and advised that we greatly depend on the Fire, PD, and EMS Departments.

**APPOINTMENTS, AWARDS AND CITIATIONS:** None

**OLD BUSINESS**

**1. Public Hearing and Approval of the City of Mulvane 2025 Budget:**

At the July 1, 2024, City Council meeting the Department Heads presented their 2025 budget to the council. The City Council approved the budget hearing date of August 5, 2024, for the 2025 budget of the City of Mulvane.

MOTION by Leeds second by Huntley to recess the City Council meeting for a period not to exceed five (5) minutes for the purpose of conducting a public hearing regarding the 2025 proposed annual City Budget.

MOTION approved unanimously.

There was no one present to speak at the public hearing.  
Mayor Allen closed the public hearing.

MOTION by Leeds, second by Leach to reconvene the regular City Council meeting.  
MOTION approved unanimously.

City Administrator, Austin St. John, reviewed the budget with the council. The proposed budget has a flat mill levy of 57.3. This includes an increase to the Library budget from 5 mills to 6.75 mills. The budget also includes a transfer from the electric utility fund of \$550,000 as a mill levy reduction mechanism. These funds will be paid back to the electric utility fund at a later date. The City does not plan to exceed the Revenue Neutral Rate of 71.795.

Mayor Allen commended the City Administrator, Staff, and Council for doing a great job at making decisions and managing tax dollars.

MOTION by Westfall, second by Huntley to approve the 2025 annual City budget as provided.  
MOTION approved unanimously.

## **2. Resolution Authorizing a Special Event on City Property:**

Planning and Zoning Director, Joel Pile, reviewed this item with the council. At the July 15, 2024, City Council meeting the City Attorney was instructed to prepare a resolution for consideration which would authorize a Special Event premises on public property in connection with the community's Old Settlers Celebration for the sale and service of alcoholic liquor and cereal malt liquor within the city limits and closes portions of Main Street, 4<sup>th</sup> Street, and Prather Street to vehicular traffic during the specified Special Event.

The Mulvane Chamber of Commerce has made application to the City for a "Special Event" to offer for sale, sell, and serve alcoholic liquor and cereal malt beverages on Friday, August 23, 2024 and Saturday, August 24, 2024 from 12:00 noon to 12:00 midnight each day in a designated area consisting of all of West Main Street (including Main Street east to and including the 4<sup>th</sup> Avenue intersection), Prather Street (from Main Street east to and including the 4<sup>th</sup> Avenue intersection), 4<sup>th</sup> Avenue (from Main Street to Prather), Nessly Auto Park, Main Street Park, and the Cobb Family Historical Park.

The Special Event Premises includes public property (streets, parks, and sidewalks) owned by the City which requires a designation of a "Special Event" to allow the consumption of alcoholic beverages under Section 600.150 and Section 600.180 of the Code of the City of Mulvane.

MOTION by Gerber, second by Westfall to approve Resolution No. 2024-5 authorizing a Special Event Premises on public property in connection with the community's Old Settlers Celebration for the sale and service of alcoholic liquor and cereal malt liquor within the city limits and closing portions of Main Street, 4<sup>th</sup> Street, and Prather Street to vehicular traffic during the specified Special Event.

MOTION approved unanimously.

## **RESOLUTION 2024-5**

**A RESOLUTION OF THE CITY OF MULVANE, KANSAS AUTHORIZING A  
SPECIAL EVENT ON CITY PROPERTY IN CONNECTION WITH THE  
COMMUNITY'S OLD SETTLERS DAYS CELEBRATION FOR THE SALE**

AND SERVICE OF ALCOHOLIC LIQUOR AND CEREAL MALT LIQUOR  
WITHIN THE CITY LIMITS AND STREET CLOSING.

**3. Authorize Prepayment of MHA USDA Loan:**

City Attorney, J.T. Klaus, reviewed this item with the council. On September 6, 2023, the MPHA accepted and approved a proposal from Larry Beck for the purchase of Quad County Manor. As directed by the Chair, the City Attorney prepared a Real Estate Purchase Agreement according to these terms in September. The original agreement is no longer usable for the closing. Obtaining permission to pre-pay the USDA's government loan has been a significant legal undertaking with many delays. Most recently (after granting permission for pre-payment), the USDA indicated the MPHA must provide ten (10) days' notice prior to prepayment, so the USDA can compute the "pay-off" amount. Additional notices were then provided to the residents and another resident meeting has been scheduled. Subsequently, the USDA advised that "the property cannot be transferred until the final payment has been received" and only "once the final payment clears our accounting system, a satisfaction of lien will be provided."

Planning to sell the Property on August 15, the City Attorney notified the USDA that the MPHA would like to pay the loan on August 7, 2024, in hopes that the satisfaction of lien will be provided prior to the August 15, 2024 anticipated sale date. The title company was unwilling to close the transaction while "waiting on the USDA satisfaction."

At closing, the MPHA should receive \$265,000, plus/minus prorations for closing costs, taxes, and rents, and will pay \$55,000 to the buyer for security deposits and to fund a reserve/operating account. The MPHA should net approximately \$210,000 from the sale of Quad County Manor, however, the MPHA cannot fund the prepayment of the USDA loan. The City will need to "front" the MPHA loan pay-off on August 7, in anticipation of the sale (and recuperation of the amount) on August 15. Ending the USDA loan and restrictions is desirable even in the absence of a sale. The USDA has provided a pay-off amount of \$66,130.15.

MOTION by Leeds, second by Leach to retire the Mulvane Public Housing Authority USDA loan using city general funds on August 7, 2024 or as soon thereafter as practicable, with the understanding the MPHA will return those funds if and when the Quad County Manor sale is completed.

MOTION approved unanimously.

**NEW BUSINESS**

**1. Naming of Park Located in Country Walk:**

Kevin Cardwell and Steve Nichols of the Marauders Car Club were present to request the park located in north Country Walk to be named "Marauders Park." If approved by the council, an engraved stone for the park will be provided by the Marauders. In the last ten (10) years the club has donated over \$110,000 to local charities and non-profit organizations, including Mulvane High School, Mulvane American Legion, Blue Sky Ranch, Mulvane Children's Fund, FROG Diner, Toys for Tots, and the PIX Marquee fund.

Per City policy, to name an existing park previously known only by a generic name, a written proposal shall be submitted to the City Administrator outlining the reasons for the suggested name.

The city park shall only be considered for an honorary or philanthropic name, if the individual or group whose name is proposed has made a significant contribution to the facility or to the Mulvane community. A significant contribution may consist of donations of property, financing, or service. Stronger consideration will be given to proposals that include significant contributions over an extended period of time. Regardless of any contribution, proposals for honorary or philanthropic names shall take into consideration the credentials, character, and reputation of the individual or group whose name is proposed.

The Mulvane Tree Board honored the Marauders Car Club with a tree located in the north Country Walk Park, which currently has no official name. Therefore, if there have been no other requests, the car club would like the park to be named “Marauders Park.”

Mayor Allen thanked Cardwell and Nichols for the club giving back to the community. City Attorney, J.T. Klaus, suggested the council may wish to consider other names to distinguish the Marauders as a Car Club. Once a final name is decided, an engraved stone can be made which can include a hot rod. It was also suggested that car-themed park equipment could be provided in the park. It was the consensus of the council to table this item to allow time to consider ideas for a name.

## **2. Electric Generation Motor Repair:**

Public Works/Utility Director, Jacob Coy, presented this item to the council. On February 17th, 2020, the city was notified by the Electric Production Supervisor that the #11 electric generator experienced a crankcase failure explosion. The #10 generating engine continued to operate until KPP (Kansas Power Pool) instructed us to cease generating on February 18th, 2020, at 10:04 a.m.

The cost to add new electric generation is approximately \$1 to \$1.5 million per megawatt. Considering our maximum peak load of around 13 megawatts and a yearly average load of approximately 6 to 8 megawatts, the city would need to invest around \$10 -15 million (for 10 megawatts) to meet peak electric load and \$4 - \$6 million to meet average demand with new generation. Each engine produces 4 megawatts. If the City decides not to rebuild Generator #11, we will forfeit \$28,000 in capacity payments from KPP, reducing our annual capacity payment from \$56,000 to \$28,000. Maintaining both generators ensures operational redundancy and compliance with our contractual obligations to KPP.

The generators are not efficient enough for the SPP market, making it more costly to run them compared to purchasing power. However, they are crucial for our capacity as a pool, especially during outages and extreme weather events. Maintaining this capacity is a key factor in the decisions KPP makes, which directly affects the charges Mulvane and other member cities receive. Keeping our generators operational ensures that the City can be self-reliant in emergency situations, allowing us to generate power independently when the grid is compromised.

Two proposals for the rebuilding of Generator #11 were received. Cooper Machinery Services for \$714,184.00 and Wheeler World's for \$946,762.16. Both proposals cover the necessary inspection, repair, and refurbishment tasks. However, Cooper's proposal provides a more detailed breakdown of tasks, including additional optional services that could benefit our long-term maintenance strategy.

Cooper Machinery Services is the Original Equipment Manufacturer (OEM) representative for the Enterprise motor in our generator. This ensures that the parts and services provided will be of the highest quality and specifically tailored for our equipment. Repairs will be paid with the issuance of bonds. Rebuilding Generator #11 with Cooper will ensure operational redundancy, fulfill our obligations to KPP, and provide long-term benefits for the City's power generation capabilities.

Representatives from Cooper Machinery, Chris Smith and Chris Wilson, were present to answer questions. New parts will be used to rebuild the generator. The turn-around time will be approximately seventeen (17) actual working days with down time between 8 – 12 weeks for shop labor, maintenance, and mobilization points. There will be a one (1) year warranty on parts and labor.

MOTION by Huntley, second by Westfall to authorize the Mayor to sign the agreement with Cooper Machinery Services for the overhaul of Generator #11, with an estimated cost of \$714,184.00.

MOTION approved unanimously.

### **3. Transient Guest Tax Request from the Kansas Star Casino:**

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

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

Then in 2022, the City Council amended the “Transient Guest Tax” Resolution. The amendment increased the Transient Guest Tax from 5% to 8% of gross receipts. The amendment restated the city’s intent to grant priority to request funds for convention and tourism to the Kansas Star for the first 5% of annual gross receipts. This priority will remain in effect until use of the Transient Guest Tax Funds by the Kansas Star reaches \$3,800,000. With the 2024 request of \$350,000.00 the total distribution to date is \$3,017,000. City Attorney, J.T. Klaus, advised that this is not a legally binding obligation.

MOTION by Leeds, second by Leach to authorize the City Administrator to approve the 2024 request from the Kansas Star Casino for Transient Guest Tax funds in the amount of \$350,000.00.

MOTION approved unanimously.

### **4. Amending Ordinance Regarding Hours of Operation of City Hall:**

City Administrator, Austin St. John, presented this item to the council. The proposed ordinance would change the office hours at City Hall to 7:00 a.m. to 5:00 p.m. Monday through Thursday and 7:00 a.m. to 11:00 a.m. on Friday. This benefits the citizens to be able to utilize services prior to going to work in the morning along with benefits the staff on a normally slow workday. This also better aligns with the Public Works/Utility Department working hours of 7:00 am to 3:00 pm. If approved, the hours would not take effect until September 2, 2024. This gives the City time to educate the public about the new hours.

It is also recommended to do this on a trial basis to be evaluated on a six-month and yearly basis to determine if it is having the desired effect. Other adjustments will be made to go along with the new hours, including no utility shutoffs on Fridays, and evaluating the phone answering system to make sure citizens are getting the information they need. The proposed ordinance would change the City Code to make this a policy so if in the future City Hall office hours would need to be adjusted, it can be done by a policy change by the City Administrator instead of another Ordinance change.

Mayor Allen asked if there needed to be someone on call for Friday afternoon. City Administrator, Austin St. John, advised that our phone system will be evaluated to make sure citizens are getting information needed for any after-hours service.

The council asked City Attorney, J.T. Klaus, if this change would affect anything in our current City Code. After review, it was determined that this could affect the reconnection of utilities due to cutoffs for non-payment on the 20<sup>th</sup> of the month.

MOTION by Leeds, second by Leach, to instruct the City Attorney to review and draft an ordinance to align with city services for utility reconnection.  
MOTION approved unanimously.

MOTION by Huntley, second by Leach to approve Ordinance No. 1584 amending Title 1, Chapter 115, Section 115.040 regarding hours of operation of City Hall.  
MOTION approved unanimously.

#### ORDINANCE NO. 1584

AN ORDINANCE OF THE CITY OF MULVANE, KANSAS AMENDING  
TITLE I, CHAPTER 115, SECTION 115.040 REGARDING HOURS OF  
OPERATION OF CITY HALL.

MOTION by Huntley, second by Leach to approve Resolution 2024-6 establishing a city hall policy governing the hours of operation for City Hall.  
MOTION approved unanimously.

#### RESOLUTION NO. 2024-6

A RESOLUTION ESTABLISHING A CITY HALL POLICY GOVERNING THE  
HOURS OF OPERATION FOR CITY HALL.

#### ENGINEER

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

Phase 3 Main "A" Sanitary Sewer - Distributed a preliminary concept layout and proposed scope of design work for replacing the Styx Creek RCB culvert at Prather St. Coordinated with structural/bridge designers and City staff to review project details and send/receive bridge engineering design proposals.

GIS Mapping – Prepared updated City boundary map for City’s NPDES permit renewal application (KDHE permit expires at the end of 2024).

Phase 1 Harvest Point Addition Infrastructure – The Contractor has initiated utility work at Webb & Sapphire Ln.

Emerald Valley Estates 2<sup>nd</sup> Addition – Prepared final water line design plans and technical specifications to initiate KDHE permit review. Completed preliminary sanitary sewer, storm sewer, mass grading and detention pond design plans. Prepared application documents for KDHE-NOI (storm water pollution prevention permit).

West Main Street Drainage Improvements – Design plans and specifications (bid documents) have been distributed to prospective bidders. Project bids on August 13th.

## **LAND BANK**

MOTION by Huntley, second by Leach to recess the August 5, 2024, City Council meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Leach, second by Leeds to approve the 6/3/24 and 7/1/24 Land Bank Trustee meeting minutes.

MOTION approved unanimously.

MOTION by Huntley, second by Leach to recess the Mulvane Land Bank meeting for a period not to exceed five (5) minutes for the purpose of conducting a public hearing regarding the 2025 proposed annual Land Bank Budget.

MOTION approved unanimously.

There was no one present to speak at the public hearing.

Chair Allen closed the public hearing.

MOTION by Leach, second by Leeds to reconvene the August 5, 2024, Regular Land Bank meeting.

MOTION approved unanimously.

MOTION by Leach, second by Huntley to approve the 2025 annual Land Bank budget at provided.

MOTION approved unanimously.

MOTION by Leeds, second by Leach to approve the invoice of \$57.20 for the publication of the budget hearing notification with the Mulvane News.

MOTION approved unanimously.

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

MOTION approved unanimously.



## MULVANE HOUSING AUTHORITY

MOTION by Leach, second by Gerber to recess the City Council Meeting and convene as the Mulvane Housing Authority.

MOTION by Huntley, second by Leach to approve the Mulvane Housing Authority Meeting minutes dated 4/1/24.

MOTION approved unanimously.

City Attorney, J. T. Klaus, reviewed the Real Estate Purchase Agreement with Larry Beck OSM, LLC for the purchase of Quad Co. Manor (605 E. Main). Other documents included are the Legal Description of Land (still working on the legal description for Fairchild Park), Special Warranty Deed, Form of Bill of Sale, Form of Assignment of Leases, Contracts and Intangibles, FIRPTA Certification, Tenant Notice Letter and Easement Agreement for ingress and egress for Swan Drive.

Payment of the loan is scheduled for August 7, 2024 with a closing date of August 15, 2024 provided we receive the satisfaction of lien.

MOTION by Leeds, second by Huntley to approve the Restated and Amended Real Estate Purchase Agreement between Mulvane Public Housing Authority and OSM, LLC for the sale of Quad County Manor property at 605 E. Main in Mulvane; authorize the Chair and Secretary to sign the Real Estate Purchase Agreement, deed, assignments, and all other documents necessary to consummate the sale; and authorize the Chair, Secretary, and City Staff to take all actions necessary to consummate the sale.

MOTION approved unanimously.

MOTION by Huntley, second by Leach to adjourn the Mulvane Housing Authority meeting and reconvene the regular City Council meeting of 8-5-24.

## CITY STAFF

**City Clerk:** None

**City Administrator:** Reminded the council that if anyone wishes to attend the LKM Annual Conference in Wichita on October 10 – 12, 2024 to let staff know and we can get them registered.

**City Attorney:** City Attorney, J.T. Klaus, requested an executive session for a period not to exceed twenty (20) minutes to discuss matters deemed privileged in the attorney-client relationship.

MOTION by Leeds, second by Gerber to recess this meeting to an Executive Session to discuss matters deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2) for the purpose of consultation with the City Attorney for a period not to exceed twenty (20) minutes and to reconvene at approximately 7:45 p.m. to include the Mayor, City Council, City Administrator, and the City Attorney.

MOTION approved unanimously at 7:25 p.m.

MOTION by Leach, second by Huntley to reconvene the regular meeting of the City Council.  
MOTION approved unanimously at 7:50 p.m.

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

City Attorney, J.T. Klaus, reminded council and staff that school will be starting soon and to be aware of the school zones.

**CONSENT AGENDA ITEMS:**

MOTION by Gerber , second by Leeds to approve consent agenda items 1-6.

1. Payroll Dated 7/19/24 - \$267,148.23
2. Payroll Dated 8/2/24 - \$256,220.53
3. City Utility Bills for July - \$24,566.61
4. Chemical Purchase from Brenntag for WWTP - \$39,200.00
5. Purchase of IR Pump from Fluid Equipment for WWTP - \$14,952.02
6. CMB License for Iron Jacket BBQ, LLC

MOTION approved unanimously.

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

Next City Council Meeting – Monday, August 19, 2024 – 6:00 p.m.

An invitation from Friends of McConnell has been extended to fifty (50) people to watch the Blue Angels practice show at McConnell AFB on Friday, August 23, 2024. Ramp doors open at noon with practice between 3:00 p.m. and 4:15 p.m. Anyone interested in going, please let staff know before August 8<sup>th</sup>. Background checks will be done for anyone 16 years or older.

**ADJOURNMENT:**

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

MOTION approved unanimously at 7:55 p.m.

Minutes by:  
Debra M. Parker, City Clerk

City Council Meeting  
August 19, 2024

TO: Mayor and Council  
FR: City Administrator – Austin St. John  
RE: Naming of Park in Country Walk  
ACTION: Approve Name of Park

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**Background:**

At the 8/5/24 City Council meeting, Kevin Cardwell and Steve Nichols, with the Marauders Car Club presented a request to name the park located in north Country Walk “Marauders Park”. The Car Club has made considerable contributions to the community. It was the consensus of the council to table this item to allow time to consider ideas for a name.

**Analysis:**

Per the City policy, to name an existing park previously known only by a generic name, a written proposal shall be submitted to the City Administrator outlining the reasons for the suggested name. An engraved stone will be provided by the Marauders after a name has been determined.

**Legal Considerations:**

There are no legal considerations.

**Financial Considerations:**

There are no financial considerations.

**Timeline for Making Decision:**

No immediate timeline.

**Recommendation:**

Motion that the park located on E. 103<sup>rd</sup> Street So. in north Country Walk be named  
“ \_\_\_\_\_ ”.

**Discussion:**

**Vote:**

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

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AMENDING AND RESTATING TITLE VII, CHAPTER 700, ARTICLE II, SECTION 700.220 AND AMENDING AND RESTATING PORTIONS OF TITLE I, CHAPTER 100, ARTICLE VII ENTITLED MISCELLANEOUS FEES AND CHARGES, SECTION 100.240, ALL OF THE MUNICIPAL CODE OF THE CITY OF MULVANE, KANSAS FOR THE PURPOSE OF AMENDING PROCEDURES AND FEES FOR DISCONTINUATION OF UTILITY SERVICE.

WHEREAS, it has been determined by the governing body of the City of Mulvane, Kansas (the “City”) that it is in the best interest of the City to amend and restate Sections 700.220 and portions of 100.240 of the Municipal Code of the City of Mulvane (the “Code”).

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

SECTION 1. Title VII, Chapter 700, Article II, Section 700.220 of the Municipal Code of the City is hereby deleted and replaced with the following:

**SECTION 700.220: DISCONTINUANCE OF SERVICE**

- A. The City hereby reserves the right to discontinue service to any or all customers of municipal water, sewer and electrical systems without notice when the same is necessary for the repair of the system.
- B. Billing shall be mailed on or before the twenty-fifth (25<sup>th</sup>) day of each month, or the next business day thereafter, for the previous month’s service. Payment of utility billings shall be due upon the close of business on the fifth (5<sup>th</sup>) day of the month following the date of mailing. To the extent not otherwise provided by this Code, a one-time 5% late fee will be charged and become due and owing on the unpaid balance of any utility account for which payment is received after close of business on the fifth (5<sup>th</sup>) day of the month following the ordinary billing cycle. If the City does not receive a customer’s payment within five (5) days of the billing due date (prior to the tenth (10<sup>th</sup>) of the month), the City shall mail such customer a delinquency and termination notice. If the City does not receive a customer’s payment prior to 8:00 a.m. on the tenth (10<sup>th</sup>) day after the date of the mailing of such delinquency and termination notice (ordinarily prior to 8:00 a.m. on the twentieth (20<sup>th</sup>) of the month), or the next business day thereafter if the 20<sup>th</sup> (i) is not a business day, or (ii) if it is a Friday or other day on which City Hall closes before 5:00 p.m. (the “Disconnect Date”), the City shall terminate and disconnect such customer’s utility service for which payment is past due.

- C. The delinquency and termination notice mailed subsequent to the identification of delinquent bills shall provide the customer of record with the following information:
1. Name and address where service is being provided;
  2. Account number;
  3. Amount past due;
  4. Notice that service shall be terminated upon failure to pay the delinquent billing prior to the Disconnect Date and that payment after 8:00 a.m. on the Disconnect Date will not avoid termination or related fees;
  5. Notice of the Utility Administrative Fee due if payment is not received by the City prior to the Disconnect Date;
  6. Notice that the customer may request, no later than the close of business three (3) business days prior to the Disconnect Date, a hearing with respect to its past due bill.
- D. If the City does not receive a customer's payment on its past due utility bill prior to the Disconnect Date, such customer shall be charged an additional Utility Administrative Fee in the amount set forth in Section 100.240. If a customer's utility service is disconnected for non-payment and a customer requests reconnection to occur before 8:00 a.m. or after 3:00 p.m. on any business day, or anytime on Saturday, Sunday or holidays, such customer shall be charged an additional After Hours Reconnection Fee in the amount set forth in Section 100.240. Payments received after the close of City Hall on any business day shall be deemed to require after hours reconnection unless such customer specifically requests reconnection to occur between 8:00 a.m. and 3:00 p.m. on the next regular business day. Upon the issuance by the City of a customer's second (2<sup>nd</sup>) disconnection order for non-payment within a twelve (12) month period and upon each subsequent disconnection order, such customer shall deposit with the City (in addition to any applicable Utility Administrative Fee and After Hours Reconnection Fee) an additional deposit in an amount equal to the highest residential or commercial deposit (as appropriate) currently being charged by the City as set forth in Section 100.240. With respect to residential customers, the City shall collect such additional deposits until such time as the customer's total deposit amount on record reaches one thousand two hundred dollars (\$1,200.00). This deposit cap shall not apply to commercial utility accounts, which shall have no such cap. All delinquent bills, service charges, fees and deposits shall be paid before any disconnected utility service will be reconnected.
- E. Any customer whose utility bill is past due may request a hearing with respect to such past due bill. The request for hearing must be made no later than the close of business three (3) business days prior to the Disconnect Date. Such hearings will be conducted by two or more of the following representatives:



PASSED, ADOPTED AND APPROVED by the governing body, not less than a majority of the members elect voting in favor thereof, of the City of Mulvane, Kansas, the 19th day of August, 2024.

CITY OF MULVANE, KANSAS

[seal]

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Brent Allen, Mayor

ATTEST:

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Debra M. Parker, City Clerk

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

**Ordinance No. \_\_\_\_ Summary**

On August 19, 2024, the City of Mulvane, Kansas adopted Ordinance No. \_\_\_\_ which amends and restates Title VII, Chapter 700, Article II, Section 700.220 and amends and restates portions of Title I, Chapter 100, Article VII Entitled Miscellaneous Fees and Charges, Section 100.240, all of the Municipal Code of the City of Mulvane, Kansas for the purpose of amending procedures and fees for discontinuation of utility service. A complete copy of this ordinance maybe obtained or viewed free of charge at the Office of the City Clerk at City Hall, 211 N. Second, Mulvane, Kansas 67110 or at [www.mulvanekansas.com](http://www.mulvanekansas.com). This summary is certified legally accurate and sufficient by the Mulvane City Attorney pursuant to K.S.A. 12-3001 *et seq.*

SUMMARY CERTIFIED:

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

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



City Council Meeting  
August 19, 2024

To: Mayor & City Council  
From: Debra Parker/ City Clerk  
Re: Engagement Letters from Auditors for 2023 Annual Audit  
Action: Approve Engagement Letter from FORVIS

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**Background:**

As per City Council instructions, every four years city staff develops a Scope of Service and Request for Proposal to perform the annual city audit. In May 2022, the RFP was sent to eight (8) CPA firms. One firm submitted a proposal. (FORVIS, LLP)

**Analysis:**

The proposal requested bids for four years. FORVIS, LLP submitted the following bid:

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

At the 8/1/22 City Council meeting the council accepted the proposal from FORVIS, LLP to provide the annual city audit services through 2025.

**Financial Considerations:**

In accordance with the bid submitted by FORVIS, the fee for the City's 2023 annual audit is \$40,395.00. Funds are available in the Budget and Audit Services line item in Administration, Electric, Water, and Wastewater annual budgets.

**Legal Considerations:**

In order to comply with the cash basis and budget laws of the State of Kansas, annual engagement letters must be signed for these audit services. Letter is attached.

**Recommendation:**

Motion to approve the engagement letter from FORVIS Mazars, LLP for the 2023 annual City audit in the amount of \$40,395.00.

July 26, 2024

City Council  
Mr. Brent Allen  
City of Mulvane Mayor  
211 North 2<sup>nd</sup>  
Mulvane, Kansas 67110

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

### Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

- City of Mulvane
- Audit Services for the year ended December 31, 2023

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

### Engagement Fees

The fee for our services will be \$40,395.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will issue progress billings during the course of our engagement.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

### **Assistance with New Standards**

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

**Governmental Accounting Standards Board Statement No. 96, *Subscription-Based Information Technology Arrangements***, is effective for fiscal years beginning after June 15, 2022. Early application is encouraged.

Statement No. 96 addresses the accounting for the costs related to cloud computing agreements. Under this Statement, a government reports a subscription asset and subscription liability for agreements meeting the definition of a subscription-based information technology arrangement (SBITA) and to disclose essential information about the arrangement. We can assist you with the adoption by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
  - Current controls and policies
  - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 96, including:
  - Assisting with information gathering to develop an inventory of all SBITA agreements, service contracts, and other arrangements that may contain right-to-use IT assets
  - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 96
  - Documenting any changes from your previous IT subscription recognition and reporting methods
  - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

### **Contract Agreement**

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

**Forvis Mazars, LLP**

**Forvis Mazars, LLP**

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of City of Mulvane

BY \_\_\_\_\_  
Brent Allen

DATE \_\_\_\_\_

## Scope of Services – Audit Services

We will audit the basic financial statements and related disclosures, which collectively comprise the basic financial statements for the following entity:

City of Mulvane as of and for the year ended December 31, 2023

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

We will also express an opinion on whether the combining and individual fund financial statements and schedules ("supplementary information") are fairly stated, in all material respects, in relation to the financial statements as a whole.

We will also provide you with the following nonattest services:

- Assisting with the preparation of the ACFR
- Preparing depreciation schedules based on your assignment of depreciable lives and methods
- Proposing for your review and approval the adjusting entries to convert your cash-basis accounting records to accrual-basis accounting records. Management is responsible for the propriety of the accrual adjustments
- Preparing a draft of the supplementary information

Michael Gerber is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report upon completion of our audit, addressed to the following parties:

Entity Name	Party Name
City of Mulvane	City Council

The following apply for the audit services described above:

**Our  
Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

## **Limitations & Fraud**

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars.

## **Opinion**

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

## **Your Responsibilities**

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
  - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
  - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures

- Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
- Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
- Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
- Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
  - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
  - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
  - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
  - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting** – for the:
  - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
  - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
  - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
  - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
  - Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

**Required  
Supplementary  
Information**

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Supplementary  
Information**

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS



**Written  
Confirmations  
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

## Forvis Mazars, LLP Terms and Conditions Addendum

### GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

### BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel. We understand and agree all payments by you are subject to annual appropriation as required by law.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This

contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

### DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. Subject to the limitation of law, You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Kansas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.
15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, i.e., Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
16. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.  
  
Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.
19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your

## RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g.,

personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

## REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement. We understand and agree Our reports will be used to satisfy annual reporting requirements for Electronic Municipal Market Access ("EMMA").

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.

23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

## TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.

25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

## OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.

28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party

service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.

requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or

City Council Meeting  
August 18, 2024

TO: Mayor and City Council

FR: Debra Parker, City Clerk

RE: Designation of voting delegates and/or alternates

ACTION: Appoint voting delegate(s) to the LKM Annual Conference

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**Background:**

The 2024 League Annual Conference will be October 10-12, 2024, in Wichita. The Annual Business Meeting & Convention of Voting Delegates will be on Saturday, October 12.

The League is now collecting registrations for Voting Delegates and Alternates. K.S.A. Supp. 12-1610f provides that “The governing body of each member city may elect city delegates from among the city’s officers to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities.”

Article 2, Section 2 of the League Bylaws states “When a city is a member of the League, any elected or appointed officers of such city may be elected by the city governing body as voting delegates and alternate voting delegates, in accordance with the provisions of Article 4 of these bylaws, to represent the city in any meeting of the voting delegates and in the conduct of any other affairs of the instrumentality requiring action of the member cities. Alternate voting delegates may vote on matters before a meeting of voting delegates in the absence of the regular delegate. A voting delegate or alternate shall qualify by having his or her name, city, title, and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified.”

The League must have a form on file for each voting delegate and each alternate for their vote to count during the business meeting. Online registration is to be completed online by Friday, September 20, at 5:00 p.m.

**Analysis:**

Designating the voting delegates and alternates must be done by City Council action. The City may have up to two (2) Voting Delegates and (2) Alternate Delegates.

**Legal Considerations:** None

**Financial Considerations:**

The cost of registration for the conference.

**Recommendation:**

MOTION to appoint \_\_\_\_\_ and \_\_\_\_\_ as voting delegate(s) at the 2024 League of Kansas Municipalities Annual Conference Business Meeting.

MOTION to appoint \_\_\_\_\_ and \_\_\_\_\_ as alternate voting delegate(s) at the 2024 League of Kansas Municipalities Annual Conference Business Meeting.

**CITY COUNCIL MEETING**  
**August 19, 2024**

**TO:** Mayor and City Council  
**FROM:** City Attorney, J. T. Klaus of Triplett Woolf Garretson, LLC  
**SUBJECT:** Adoption of 2024 Standard Traffic Ordinance and 2024 Uniform Public Offense Code  
**AGENDA:** Adopt STO & UPOC Ordinances

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**Background:**

In 2006, the City of Mulvane, Kansas (the "City") revised, bifurcated and consolidated the then Mulvane Criminal and Traffic Code into the (i) Uniform Public Offense Code ("UPOC") and the (ii) Standard Traffic Ordinance ("STO"). Like most cities, this change finally allowed the City to adopt the "incorporating" ordinances each year for the revised UPOC and STO, without corrupting existing provisions of the Municipal Code of the City of Mulvane (the "Code"), many of which provisions are unique to the City. Adoption of the UPOC and STO relieves the burden for the City Council to consider whether to change individual Mulvane laws every time Kansas law changes.

The UPOC and STO are produced and updated by the League of Kansas Municipalities each year (with some minor Mulvane-specific carve outs) and are used to standardize the municipal traffic laws and criminal offense code in cities throughout the State.

**Financial Considerations:**

Other than the purchase of the UPOC and STO booklets and publication costs of the two ordinance summaries, there will be no cost to the City.

**Legal Considerations:**

Adoption of the UPOC and STO updates the City Code with the changes that have occurred to State law as well as incorporate any editorial changes made by the League of Kansas Municipalities. The UPOC and STO should be properly incorporated by the City Clerk into the Municipal Code of the City of Mulvane (the "Code Book"). Both the UPOC and STO incorporation ordinances reflect the update in Kansas law that now only requires the City to have one copy of each available to the public during business hours.

**A summary of the changes to the 2024 UPOC follows:**

**Section 9.1. Disorderly Conduct.**

This section was amended to narrow the scope of what constitutes disorderly conduct. Specifically, Section 9.1(a)(3) no longer classifies the engagement in noisy conduct that tends to reasonably arouse alarm, anger or resentment in another person as disorderly conduct. This is in response to a recent Kansas Supreme Court case pertaining to this section of the Wichita Municipal Code, where the Court found the section's deleted language to be unconstitutionally overbroad under the First Amendment.

**Section 9.9.1. Unlawful Possession of Marijuana and Tetrahydrocannabinols.**

This section was amended to allow for exceptions to Section 9.9.1 by adding subsections (d) through (h). These exceptions state that a law enforcement officer shall not take an individual into custody for violations of this section when the individual seeks medical assistance for

themselves or others because of the use of a controlled substance. Individuals are also immune from prosecution unless the quantity of controlled substances found is sufficient to create a rebuttable presumption that there is an intent to distribute. Immunity does not apply if medical assistance is sought during an arrest or execution of a search warrant, or if prosecution is based on evidence from an independent source. Further, a person cannot initiate or maintain legal action against a law enforcement officer or their employee because of the officer's compliance or failure to comply with this section. Officers are also protected from liability for arresting individuals who are later found to be immune from prosecution, unless the officer's actions involved reckless or intentional misconduct.

#### **Section 9.9.2. Possession of Drug Paraphernalia and Certain Drug Precursors.**

Substantially similar to changes made in Section 9.9.1, this section was amended to allow for exceptions by adding subsections (f) through (j). These exceptions provide that a law enforcement officer shall not take an individual into custody for violations of this section when the individual seeks medical assistance for themselves or others because of the use of a controlled substance. Individuals are also immune from prosecution unless the quantity of controlled substances found is sufficient to create a rebuttable presumption that there is an intent to distribute. Immunity does not apply if medical assistance is sought during an arrest or execution of a search warrant, or if prosecution is based on evidence from an independent source. Further, a person cannot initiate or maintain legal action against a law enforcement officer or their employee because of the officer's compliance or failure to comply with this section. Officers are also protected from liability for arresting individuals who are later found to be immune from prosecution, unless the officer's actions involved reckless or intentional misconduct.

#### **Section 9.9.4. Unlawful Possession of Controlled Substances.**

Substantially similar to changes made in Sections 9.9.1 and 9.9.2, this section was amended to allow for exceptions by adding subsections (c) through (g). These exceptions provide that a law enforcement officer shall not take an individual into custody for violations of this section when the individual seeks medical assistance for themselves or others because of the use of a controlled substance. Individuals are also immune from prosecution unless the quantity of controlled substances found is sufficient to create a rebuttable presumption that there is an intent to distribute. Immunity does not apply if medical assistance is sought during an arrest or execution of a search warrant, or if prosecution is based on evidence from an independent source. Further, a person cannot initiate or maintain legal action against a law enforcement officer or their employee because of the officer's compliance or failure to comply with this section. Officers are also protected from liability for arresting individuals who are later found to be immune from prosecution, unless the officer's actions involved reckless or intentional misconduct.

#### **The following are the changes to the 2024 STO:**

#### **Section 23. Accident Involving Death or Personal Injuries; Duties of Drivers, Reports; Penalties.**

Section 23 was amended to comply with changes to Kansas statutory law implemented by the enactment of HB 2665 and to clarify that the property damage penalty amount applies to any property damage of \$1,000 or more instead of the previous "in excess of \$1,000" of property damage for the crime of leaving the scene of an accident. ***The City's code had already addressed this issue along with using more clear language for the reader, thus the City is not adopting the 2024 STO changes for this section and is instead***



***keeping its already amended version of this section with just a few minor and nonmaterial language edits.***

#### **Section 114.5 Unlawful Operation of a Work-Site Utility Vehicle.**

Subsection 114.5(c) was amended to correct a reference to the exception for agricultural use of “all-terrain” vehicles with the correct reference to “work-site utility” vehicles.

#### **Section 201.1. Failure to Comply with a Traffic Citation.**

Section 201.1(g) was added to ensure that Section 201.1 sunsets at 11:59 p.m., on December 31, 2024. On January 1, 2024, Section 201.2 (as described below) will go into effect.

#### **Section 201.2. Failure to Comply with a Traffic Citation.**

This Section takes effect on January 1, 2024 and replaces Section 201.1. Section 201.2 largely tracks changes to Kansas statutory law implemented by the enactment of Senate Bill 500. This section is materially different from Section 201 in the following ways:

Previously, an individual violated this provision if they did not appear before municipal court and pay any fines and court costs imposed in full. Now, a violation occurs when an individual does not appear in municipal court and pay their fine and court costs as ordered by the court (presumably allowing the court to impose a payment plan or grant reductions or extensions).

Municipal courts can no longer seek the suspension of an individual’s license for failing to comply with the following traffic citations:

Sec. 18. Interference with Official Traffic-Control Devices or Railroad Signs or Signals;  
Sec. 63. Pedestrians; Obedience to Traffic-Control Devices and Regulations;  
Sec. 65. Crossing at Other Than Crosswalks; Jaywalking;  
Sec. 67. Pedestrians to Use Right Half of Crosswalks;  
Sec. 68. Pedestrians on Highways;  
Sec. 69. Pedestrians Soliciting Rides or Business;  
Sec. 74. Pedestrian Under Influence of Alcohol or Drugs;  
Sec. 83. Stopping, Standing or Parking Outside Business or Residence Districts;  
Sec. 85. Stopping, Standing or Parking Prohibited in Specified Places;  
Sec. 86. Stopping or Parking on Roadways;  
Sec. 107. Unattended Motor Vehicles; Ignition; Key and Brakes;  
Sec. 112. Putting Glass, Etc. on Highway Prohibited;  
Sec. 112.1. Littering from a Motor Vehicle;  
Sec. 114. Snowmobile Operation Limited;  
Sec. 114.4. Unlawful Operation of a Golf Cart;  
Sec. 115. Unlawful Riding on Vehicles; Persons 14 Years of Age and Older;  
Sec. 124. Riding in House Trailer or Mobile or Manufactured Home Prohibited;  
Sec. 127. Effect of Regulations;  
Sec. 129. Riding on Bicycles; Seats; Riders Limited;  
Sec. 130. Clinging to Vehicles;  
Sec. 131. Riding on Roadways and Bicycle Paths;  
Sec. 132. Carrying Articles;  
Sec. 133. Lamps and Other Equipment on Bicycles;  
Sec. 135.1. Electric Assisted Scooters, Traffic Law Applications; and  
Sec. 182.2 Unlawful Riding on Vehicles; Persons Under Age 14.

This new provision mandates that if an individual meets specific eligibility criteria, their license will be restricted as opposed to suspended.

Lastly, municipal courts shall:

Assess only a single license reinstatement fee of \$100, even if there are multiple charges, instead of \$100 for each charge; provide a form for any individual seeking to petition the court to waive fines or fees; and consider waivers and alternatives to restricting or suspending a license.

The Chief or City Attorney can answer any questions.

**Recommendation/Action:**

- (1) I move we adopt and approve Ordinance No. [REDACTED] incorporating by reference the Uniform Public Offense Code for Kansas Cities (40<sup>th</sup> Edition), as published by the League of Kansas Municipalities in 2024, with the modifications and supplements contained therein and amending the Code to coincide with the 2024 publication.
- (2) I move we adopt and approve Ordinance No. [REDACTED] incorporating by reference the Standard Traffic Ordinance for Kansas Cities (51<sup>st</sup> Edition), as published by the League of Kansas Municipalities in 2024, with the modifications and supplements contained therein and amending the Code to coincide with the 2024 publication.

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

ORDINANCE NO. \_\_\_\_

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CITY OF MULVANE, KANSAS; INCORPORATING BY REFERENCE THE UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES (40<sup>TH</sup> EDITION), AS PUBLISHED BY THE LEAGUE OF KANSAS MUNICIPALITIES FOR 2024, WITH CERTAIN AMENDMENTS; AMENDING TITLE II, CHAPTER 210, ARTICLE I, SECTION 210.013 OF THE CODE OF THE CITY OF MULVANE, KANSAS.

WHEREAS, pursuant to K.S.A. 12-3009 *et seq.* and K.S.A. 12-3301 *et seq.*, all as amended, the City of Mulvane, Kansas (the “City”) desires to incorporate by reference the Uniform Public Offense Code for Kansas Cities (40<sup>th</sup> Edition), as published by the League of Kansas Municipalities in 2024 (the “UPOC”), with certain deletions, modifications, amendments as set forth in the Code of the City of Mulvane, Kansas (the “Code”); and

WHEREAS, the governing body of the city finds it advisable to incorporate the UPOC by reference and to amend the Code to reflect incorporation of the latest UPOC.

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

SECTION 1. UPDATING THE UPOC. This ordinance incorporating the UPOC supersedes and repeals Ordinance No. 1571, but solely to the extent Ordinance No. 1571 incorporated the previous UPOC, and any and all previous ordinances similar thereto or incorporating previous versions thereof. Any remaining provisions of Ordinance No. 1571 shall remain in full force and effect.

SECTION 2. INCORPORATE. The City hereby incorporates by reference the Uniform Public Offense Code for Kansas Cities (40<sup>th</sup> Edition), as published by the League of Kansas Municipalities in 2024, with certain deletions and modifications as set forth in the Code. Accordingly, Section 210.013, Subsection A of the Code is hereby amended to read, as follows:

**Section 210.013. INCORPORATING UNIFORM PUBLIC OFFENSE CODE**

- A. There is hereby incorporated by reference the Uniform Public Offense Code for Kansas Cities (40<sup>th</sup> Edition), revised, prepared and published by the League of Kansas Municipalities in 2024 (the “UPOC”), save and except such articles, section, parts or portions as are hereinafter omitted, deleted, modified, or changed. No fewer than one (1) copy of said uniform code shall be marked or stamped “Official Copy as adopted by the Code of the City of Mulvane,

Ordinance No. \_\_\_\_\_,” with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change shall be filed in the City Clerk’s office and open for public inspection at all reasonable office hours.

B. The following Sections of the UPOC are omitted and/or amended as follows:

1. Section 10.6: Section 10.6 of the UPOC is hereby amended to read as follows:

**AIR GUN, AIR RIFLE, BOW AND ARROW, COMPOUND BOW, CROSSBOW, BLOWGUN, SLINGSHOT, BB GUN, OR PAINT BALL GUN.** The unlawful operation of an air gun, air rifle, bow and arrow, compound bow, crossbow, blowgun, slingshot, bb gun, or paint ball gun is the shooting, discharging or operating of any air gun, air rifle, bow and arrow, compound bow, crossbow, blowgun, slingshot, bb gun, or paint ball gun, within the City except: (i) within the confines of a building or other structure from which the projectiles cannot escape, or (ii) on City-owned property, with the prior approval of the City Council, when supervised by persons greater than twenty-one (21) years of age, and upon receipt by the City Administrator of evidence of general accident and public liability insurance, satisfactory to the City, under which the City shall be named as an additional insured, in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas tort claims act or other similar future law (currently five hundred thousand dollars (\$500,000.00) per occurrence.)

Unlawful operation of an air gun, air rifle, bow and arrow, compound bow, crossbow, blowgun, slingshot, bb gun, or paint ball gun is a Class C violation.

2. Section 10.7: Section 10.7 of the UPOC is hereby amended to read as follows:

**SEIZURE OF WEAPON.** The Director of Public Safety of the City or his or her duly authorized representative is hereby empowered to seize and hold any air gun, air rifle, bow and arrow, compound bow, crossbow, blowgun, slingshot, bb gun, or paint ball gun used in violation of Section 10.6 of this Article, and is further empowered to seize and hold as evidence pending a hearing before a court of competent jurisdiction any air gun, air rifle, bow and arrow, compound bow, crossbow, blowgun slingshot, bb gun, or paint ball gun used in violation of Section 10.6.

3. Section 10.13: Section 10.13 of the UPOC is hereby amended to read as follows:

**BARBED WIRE.** It shall be unlawful for any person to construct, set up or maintain any barbed wire or barbed wire fence or enclosure within the City of Mulvane, unless such barbed wire is: (1) located upon a security fence and placed at an elevation of not less than six (6) feet measured from the inside perimeter at ground surface, and (2) approved by the City Council for specific security purposes. Violation of this Section is a Class C violation.

SECTION 3. SECTIONS RETAINED. Nothing in this Ordinance shall delete or modify any other existing criminal offenses, as may be set forth or specifically described elsewhere in the Code and not specifically referenced herein.

SECTION 4. COPIES. The City Clerk is hereby instructed to maintain no fewer than one (1) copy of the UPOC to be made available for public inspection at all reasonable office hours. The City Clerk shall place a sticker on all copies stating, "Official Copy as adopted by the Code of the City of Mulvane, by Ordinance No. \_\_\_\_." The City Clerk's office shall, in each of the UPOC copies, place a sticker reflecting the deletions and modifications from the UPOC as set forth in the Code and paste a copy of this ordinance inside the back cover.

SECTION 5. SEVERABILITY. If any provision, clause, sentence or paragraph of this Ordinance, or the application thereof to any person or circumstances, shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the City, approval by the Mayor and either (a) publication once in the official newspaper of the City, or (b) publication of a summary hereof certified as legally accurate and sufficient by the City Attorney.

*[Remainder of Page Intentionally Left Blank]*

PASSED, ADOPTED AND APPROVED by the Governing Body of the City of Mulvane, Kansas the 19th of August, 2024.

CITY OF MULVANE, KANSAS

[seal]

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

ATTEST:

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

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

**Ordinance No. \_\_\_\_ Summary**

On August 19, 2024, the City of Mulvane, Kansas adopted Ordinance No. \_\_\_\_ adopting and incorporating the Uniform Public Offense Code (40<sup>th</sup> Edition), as published by the League of Kansas Municipalities for 2024, into the Code of the City of Mulvane, subject to certain modifications and deletions as set forth therein. A complete copy of this ordinance may be obtained or viewed free of charge at the Office of the City Clerk at City Hall, 211 N. 2nd or at [www.mulvanekansas.com](http://www.mulvanekansas.com). This summary is certified legally accurate and sufficient by the Mulvane City Attorney pursuant to K.S.A. 12-3001 *et seq.*

SUMMARY CERTIFIED:

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

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

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE INCORPORATING BY REFERENCE THE STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES (51<sup>st</sup> EDITION), AS PUBLISHED BY THE LEAGUE OF KANSAS MUNICIPALITIES FOR 2024; AMENDING TITLE III, CHAPTER 300 OF THE CODE OF THE CITY OF MULVANE, KANSAS.

WHEREAS, pursuant to K.S.A. 12-3009 *et seq.*, and K.S.A. 12-3301 *et seq.*, all as amended, the City of Mulvane, Kansas (the “City”) desires to incorporate by reference the Standard Traffic Ordinance for Kansas Cities (51<sup>st</sup> Edition), as published by the League of Kansas Municipalities for 2024 (the “STO”), with certain deletions, modifications, and additions, as previously or hereinafter set forth in the Code of the City of Mulvane, Kansas (the “Code”); and

WHEREAS, the governing body of the City finds it advisable to incorporate the STO by reference and to amend the Code to reflect incorporation of the latest STO.

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

SECTION 1. UPDATING THE STO. This Ordinance incorporating the STO supersedes and repeals Ordinance No. 1572, but solely to the extent Ordinance No. 1572 incorporated the previous version of the STO, and any and all previous ordinances similar thereto or incorporating previous versions thereof. Any remaining provisions of Ordinance No. 1572 shall remain in full force and effect.

SECTION 2. INCORPORATE. The City hereby incorporates by reference the Standard Traffic Ordinance for Kansas Cities (51<sup>st</sup> Edition), as published by the League of Kansas Municipalities in 2024, with certain deletions and modifications set forth in the Code. Accordingly, Section 300.010, Subsection A of the Code is hereby amended to read as follows:

**Section 300.010. INCORPORATING STANDARD TRAFFIC ORDINANCE**

- A. There is hereby incorporated, by reference, the Standard Traffic Ordinance for Kansas Cities (51<sup>st</sup> Edition) revised, prepared and published by the League of Kansas Municipalities in 2024. No fewer than one copy of said Standard Traffic Ordinance shall be marked or stamped “Official Copy as adopted by the Code of the City of Mulvane, Ordinance No. \_\_\_\_\_” shall be filed in the City Clerk’s office and open for public inspection at all reasonable office hours. The police department, municipal judge and all administrative departments of the City charged with enforcement of the



STO shall be supplied, at the cost of the City, such number of official copies of such STO, similarly marked, as may be deemed expedient.

B. Amendments.

1. Article 5, Section 23 of the STO is amended to read as follows:

**Sec. 23. Accident Involving Death or Personal Injuries; Duties of Drivers, Reports; Penalties.**

(a) The driver of any vehicle involved in an accident resulting in injury to, great bodily harm to or death of any person or damage to any attended vehicle or property shall immediately stop such vehicle at the scene of such accident, or as close thereto as possible, but shall then immediately return to and in every event shall remain at the scene of the accident until the driver has fulfilled the requirements of Section 25.

(b) A person who violates subsection (a) when an accident results in:

(1) Total property damages of less than \$1,000 shall be punished as provided in Section 201.

(2) Injury to any person or total property damages of \$1,000 or more shall be punished by imprisonment for not more than one year or by a fine of not more than \$2,500, or by both such fine and imprisonment.

(c) The driver shall comply with the provisions of section 26.1.

SECTION 3. SECTIONS RETAINED. Nothing in this Ordinance shall delete or modify any other existing traffic ordinances, as may be set forth or specifically described elsewhere in the Code and not specifically referenced herein.

SECTION 4. COPIES. The City Clerk is hereby instructed to maintain no fewer than one (1) copy of the then current STO to be made available for public inspection at all reasonable office hours. The City Clerk shall place a sticker on all copies stating, "Official Copy as adopted by the Code of the City of Mulvane, Ordinance No. \_\_\_\_." The City Clerk's office shall place a sticker reflecting the deletions and modifications from the STO as set forth in the Code and paste a copy of this ordinance inside the back cover.

SECTION 5. SEVERABILITY. If any provision, clause, sentence or paragraph of this Ordinance, or the application thereof to any person or circumstances, shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the City, approval by the Mayor and either

(a) publication once in the official newspaper of the City, or (b) publication of a summary hereof certified as legally accurate and sufficient by the City Attorney.

*[Remainder of Page Intentionally Left Blank]*

PASSED, ADOPTED AND APPROVED by the Governing Body of the City of Mulvane, Kansas this 19<sup>th</sup> day of August, 2024.

CITY OF MULVANE, KANSAS

[seal]

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

ATTEST:

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

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

**Ordinance No. \_\_\_\_ Summary**

On August 19, 2024, the City of Mulvane, Kansas adopted Ordinance No. \_\_\_\_ adopting and incorporating the Standard Traffic Ordinance for Kansas Cities (51<sup>st</sup> Edition), as published by the League of Kansas Municipalities in 2024, into the Code of the City of Mulvane and amending said Code to be in conformance therewith. A complete copy of this ordinance may be obtained or viewed free of charge at the Office of the City Clerk at City Hall, 211 N. 2<sup>nd</sup> or at [www.mulvanekansas.com](http://www.mulvanekansas.com). This summary is certified legally accurate and sufficient by the Mulvane City Attorney pursuant to K.S.A. 12-3001 *et seq.*

SUMMARY CERTIFIED:

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

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

**CITY COUNCIL MEETING**  
**August 19, 2024**

**TO:** Mayor and City Council  
**FROM:** City Attorney, J. T. Klaus of Triplett Woolf Garretson, LLC  
**SUBJECT:** Ordinance Authorizing Electric Utility System Improvements  
**AGENDA:** Adopt the Ordinance authorizing Electric Utility System Improvements

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**Background:**

Triplett Woolf Garretson, LLC has prepared an Ordinance determining it necessary and advisable to pay for additional costs on the Electrical Substation and make repair and overhaul one of the electric generators (the "Project") for the City's consideration. The Ordinance further authorizes the issuance of the City's general obligation bonds in a total amount of \$2,870,000 to pay the costs of the Project.

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

**Financial Considerations:**

The costs of the Project will be financed through general obligation bonds of the City. General obligation bonds are secured by the City's full faith and credit and taxing power.

**Legal Considerations:**

The City is authorized to construct the Project and finance the costs of the Project with general obligation bonds under Article 12, Section 5 of the Kansas Constitution and Charter Ordinance No. 31 of the City. Bond Counsel has prepared the necessary Ordinance authorizing the Project and the issuance of general obligation bonds and temporary notes for consideration at the meeting.

**Recommendation:**

City Staff recommends the City Council adopt the Ordinance authorizing the Project and the general obligation bonds as prepared by Bond Counsel.

**Action:**

1. I move that we adopt Ordinance No. \_\_\_\_\_, determining it necessary and advisable to make improvements to the Electric Utility System Improvements and potentially finance the costs thereof through general obligation bonds.

(Published in *The Mulvane News* on August \_\_, 2024)

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF MULVANE, KANSAS; AUTHORIZING THE CITY TO MAKE ELECTRIC UTILITY IMPROVEMENTS; AUTHORIZING THE CITY TO ISSUE GENERAL OBLIGATION BONDS IN AN AMOUNT OF APPROXIMATELY \$2,870,000 TO PAY THE COSTS OF THE ELECTRIC UTILITY IMPROVEMENTS.

WHEREAS, the City of Mulvane, Kansas (the “City”) is authorized by Article 12, Section 5 of the Kansas Constitution and Charter Ordinance No. 31 of the City (the “Charter Ordinance”) to issue its general obligation bonds for the purpose of providing for purchasing, extending and improving, or purchasing, constructing or extending works for the purpose of supplying such city and its inhabitants with natural gas, water, electric light, or heating or street-railway or telephone service; and

WHEREAS, the City has determined that it is necessary to purchase, acquire and install an electric substation and pay the costs of repairing and overhauling an electric systems generator (collectively, the “Project”); and

WHEREAS, the governing body of the City finds it necessary to authorize the Project and provide funds to pay a portion of the cost of the Project through the issuance of general obligation bonds of the City in an amount of approximately \$2,870,000 (the “Bonds”); and

WHEREAS, the United States Department of the Treasury has promulgated regulations that, among other things, impose requirements on the City when it desires to reimburse expenditures made for capital improvements from the proceeds of tax-exempt debt obligations; and

WHEREAS, the City intends to adopt this resolution to ensure that its declaration of its intent to reimburse any such expenditures will satisfy the “Official Intent Requirement” described in Treasury Regulations Section 1.150-2.

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

Section 1. Authorization of Project. The electric utility improvements, including the purchase, acquisition and installation of a certain electric substation and repair and overhaul of the electric system’s generators (the “Project”) is authorized and directed to be completed pursuant to the Charter Ordinance in accordance with certain estimates, plans and specifications before the governing body on this date.

Section 2. Payment of Project Costs. It is hereby further found and determined that the estimated cost of the Project is approximately \$5,325,000 which \$2,000,000 has already been paid for with bonds issued through KPP Energy for a portion of electric substation,

approximately \$462,940 of which shall be paid from additional bonds allocated to the City by KPP Energy for additional amounts of the electric substation, leaving the remainder to be paid by the City-at-Large from available funds or through the issuance of general obligation bonds of the City as provided by the Charter Ordinance.

Section 3. Authorization of the Bonds. It is hereby further found and determined to be necessary, and it is hereby authorized, ordered and directed that in order to provide the necessary funds to pay a portion of the cost of completing the Project, there shall be issued General Obligation Bonds in a total aggregate principal amount of approximately \$2,870,000.

Section 4. Authorization of the Temporary Notes. It is hereby further authorized, ordered and directed that in the absence of otherwise available funds, in order to temporarily finance a portion of the estimated costs of the Project until general obligation bonds are issued, there may be issued temporary improvement notes (the "Notes") in the aggregate amount of which shall not exceed \$2,870,000, such notes to be issued from time to time upon subsequent resolution or resolutions of the City which shall provide and set forth the details of the Notes, including the fixing of the dates, terms, denominations, interest rates and maturity dates (not exceeding four years from the date of the notes and redeemable at any time prior to the stated maturity thereof). Such Notes shall be issued and provision shall be made therefor as funds are needed and required for the orderly construction of the Project; and the Mayor and City Clerk are hereby authorized, ordered and directed to prepare and execute each of such Notes in accordance with the terms of this Ordinance and the terms of the subsequent resolution or resolutions providing for same; and shall deliver the Notes to persons having claims against the City in connection with the Project, or may sell the Notes at private or public sale and apply the proceeds therefrom to the payment of the actual costs and expenses of the Project. Any Notes issued under the authority of this Section shall be issued under and will contain a recital that they are issued under the authority of K.S.A. 10-123, Article 12, Section 5 of the Kansas Constitution and Charter Ordinance No. 4 of the City, inclusive, as amended and supplemented, and shall contain all other usual and required recitals and covenants and be in the form required therefor by said K.S.A. 10-123; and said Notes may be issued in combinations with any other temporary notes being issued by the City as shall be determined by the governing body at the time of such issuance to be in the City's best interest.

Section 5. Reimbursement. The City intends that this Ordinance shall serve as any and all necessary declaration pursuant to the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (including Section 1.150-2) of its reasonable and official intent and expectation to pay or otherwise reimburse its costs of purchasing, acquiring and installing the Project from the proceeds of such Bonds, Notes, or other tax-exempt obligations (the "Obligations"). The City reasonably expects to be reimbursed for such expenditures made prior to the issuance of the Obligations with proceeds of Obligations ultimately issued for the benefit of the City (the "Reimbursement Debt"). The City expects that the Reimbursement Debt will be incurred no later than the later of (i) the date that is eighteen months after the date on which it makes the capital expenditures of the City intended to be reimbursed with the proceeds of the Reimbursement Debt, or (ii) the date that is eighteen months after the date on which the Project is placed in service but that is no more than three years after the original date of such expenditures; or (iii) such other date that is permitted by law.

Section 6. Other Documents. The Mayor is hereby authorized and directed on behalf of the City to execute and deliver or otherwise approve such agreements, certificates, documents, deeds and other instruments of conveyance, requests, notices and other paper as may be reasonably necessary in connection with the Project, and its issuance of the Obligations. That the City Clerk is hereby authorized and directed to attest to the execution of such agreements, certificates, documents, deeds and other instruments of conveyance, requests, notices and other paper as may be reasonably necessary in connection with the Project, and its intent to issue the Obligations. The City shall, and the officers, agents and employees thereof, are authorized and directed to, take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in connection with the Project, and its intent to issue the Obligations.

Section 7. Effective Date. This Ordinance shall be in force and take effect from and after its adoption and approval and publication hereof one time in the City's official newspaper.

*[Remainder of Page Intentionally Left Blank]*



PASSED, ADOPTED AND APPROVED by the Governing Body of the City of Mulvane, Kansas this 19th day of August, 2024.

CITY OF MULVANE, KANSAS

[seal]

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

ATTEST:

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

## EXCERPT OF MINUTES

The governing body of the City of Mulvane, Kansas met in regular session, at the usual meeting place in the City on August 19, 2024 at 6:00 p.m., with Mayor Brent Allen presiding, and the following members of the governing body present:

and the following members absent:

Among other business, there came on for consideration and discussion the following:

AN ORDINANCE OF THE CITY OF MULVANE, KANSAS; AUTHORIZING THE CITY TO MAKE ELECTRIC UTILITY IMPROVEMENTS; AUTHORIZING THE CITY TO ISSUE GENERAL OBLIGATION BONDS IN AN AMOUNT OF APPROXIMATELY \$2,870,000 TO PAY THE COSTS OF THE ELECTRIC UTILITY IMPROVEMENTS.

After discussion, upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, each section of the Ordinance was passed by a majority of the members elect.

A majority of the members elect having voted in favor of the passage of said Ordinance, it was designated Ordinance No. \_\_\_\_ and was ordered to be executed by the Mayor and attested by the City Clerk, and the City Clerk was directed to publish the Ordinance one time in the official city newspaper as required by law and provided therein.

\*\*\*\*

CITY CLERK'S  
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of the August 19, 2024 meeting of the governing body of the City of Mulvane, Kansas.

[seal]

---

Debra M. Parker, City Clerk

**CITY COUNCIL MEETING**  
**August 19, 2024**

**TO:** Mayor and City Council  
**FROM:** City Attorney, J. T. Klaus of Triplett Woolf Garretson, LLC  
**SUBJECT:** Ordinance Authorizing Sanitary Sewer System and Storm Water and Drainage Improvements  
**AGENDA:** Adopt the Ordinance authorizing Sanitary Sewer System and Storm Water and Drainage Improvements

---

**Background:**

Triplett Woolf Garretson, LLC has prepared an Ordinance determining it necessary and advisable to make improvements to the Sanitary Sewer System and the Storm Water Drainage System (the "Project") for the City's consideration. The Ordinance further authorizes the issuance of the City's general obligation bonds in a total amount of \$2,055,000 to pay the costs of the Project.

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

**Financial Considerations:**

The costs of the Project will be financed through general obligation bonds of the City. General obligation bonds are secured by the City's full faith and credit and taxing power. The City is planning on using a portion of the revenues from the 1% sales tax to pay the principal and interest on the bonds for the Storm Water and Drainage Improvements.

**Legal Considerations:**

The City is authorized to construct the Project and finance the costs of the Project with general obligation bonds under K.S.A. 12-617 to K.S.A. 12-618 and K.S.A. 12-631r. Bond Counsel has prepared the necessary Ordinance authorizing the Project and the issuance of general obligation bonds and temporary notes for consideration at the meeting.

**Recommendation:**

City Staff recommends the City Council adopt the Ordinance authorizing the Project and the general obligation bonds as prepared by Bond Counsel.

**Action:**

1. I move that we adopt Ordinance No. \_\_\_\_\_, determining it necessary and advisable to make improvements to the Sanitary Sewer System and Storm Water Drainage System and potentially finance the costs thereof through general obligation bonds.

(Published in *The Mulvane News* on August \_\_, 2024)

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF MULVANE, KANSAS, AUTHORIZING THE CITY TO MAKE CERTAIN SEWER SYSTEM AND STORM WATER SEWER AND DRAINAGE IMPROVEMENTS; AUTHORIZING THE CITY TO ISSUE GENERAL OBLIGATION BONDS IN AN ESTIMATED PRINCIPAL AMOUNT OF \$2,055,000 TO PAY A PORTION OF COSTS OF THE IMPROVEMENTS.

WHEREAS, K.S.A. 12-617 to 12-618 (the “Sewer Act”) authorizes any city having a population of less than 80,000 which has not divided the city into more than one district for sewer purposes to build and construct sewers and sewer systems and to issue general obligation bonds of the city to finance the costs of such improvements; and

WHEREAS, the City of Mulvane, Kansas (the “City”) has a population of less than 80,000 and has not divided the City into more than one district for sewer purposes; and

WHEREAS, the governing body of the City has determined it necessary to install extensions to the City’s sewer system, including but not limited to the remove and replacement of pavement, installation of sanitary sewer lines, pipe, manholes and related equipment (the “System”) (the “Sewer Project”); and

WHEREAS, K.S.A. 12-631r *et seq.* (the “Storm Sewer Act”) authorizes the governing body of the City to construct storm sewers, channels, retention basins or drains for the purpose of managing the storm drainage areas of all or any portion of such City and in the unincorporated areas outside, but within three miles of the corporate limits of the City; and

WHEREAS, the governing body of the City finds it necessary to demo existing Reinforced Concrete Boxes, and construct new Reinforced Concrete Boxes and curb and gutter in the City (the “Storm Water Drainage Project”); and

WHEREAS, the governing body finds that the Sewer Project and Storm Water Drainage Project (collectively, the Project”), at an estimated cost of \$2,055,000, and is necessary and integral part of the City’s sewer system and storm sewer system; and

WHEREAS, it is necessary and desirable to pay all or a portion of the costs of the Project authorized by this resolution through the issuance of general obligations bonds of the City.

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

Section 1. Authorization of Project. The Project (as defined above) is authorized and directed to be completed pursuant to the Sewer Act and Storm Sewer Act (collectively, the

“Act”) in accordance with estimates, plans and specifications approved by the governing body of the City.

Section 2. Payment of Sewer Improvement Costs. It is hereby further authorized, ordered and directed that the costs of acquiring, constructing and installing the Project shall be paid through the issuance of general obligation bonds of the City which shall not exceed \$2,055,000. The City shall continue to seek and review the best possible methods of permanent financing as it proceeds with the Project.

Section 3. Temporary Notes. It is hereby further authorized, ordered and directed that in order to temporarily finance the estimated costs of the Project until the issuance of the Bonds as hereinbefore provided, there may be issued temporary improvement notes (the “Notes”), such Notes to be issued from time to time upon subsequent resolution or resolutions of the City which shall provide and set forth the details of the Notes, including the fixing of the dates, terms, denominations, interest rates and maturity dates. Such Notes may be issued and provision may be made therefor as funds are needed and required for the orderly acquisition, construction and installation of the Project; and the Mayor and City Administrator/City Clerk are hereby authorized, ordered and directed to prepare and execute each of such Notes in accordance with the terms of this Ordinance and the terms of the subsequent resolution or resolutions providing for same; and shall deliver the Notes to persons having claims against the City in connection with the Project, or may sell the Notes at private or public sale and apply the proceeds therefrom to the payment of the actual costs and expenses of the Project. Any Notes issued under the authority of this Section shall be issued under and will contain a recital that they are issued under the authority of the Act, and shall contain all other usual and required recitals and covenants and be in the form required therefor by said K.S.A. 10-123; and said Notes may be issued in combinations with any other temporary notes being issued by the City as shall be determined by the governing body at the time of such issuance to be in the City’s best interest.

Section 4. Reimbursement. The obligations authorized by this Ordinance are authorized to reimburse expenditures made by the City 60 days before the date of this Ordinance and thereafter, as provided in United States Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Ordinance shall be in force and take effect from and after its adoption and approval by the governing body and publication one time in the official City newspaper.

*[Remainder of Page Intentionally Left Blank]*

PASSED, ADOPTED AND APPROVED by the governing body of the City of Mulvane,  
Kansas this 19th day of August, 2024.

CITY OF MULVANE, KANSAS

[seal]

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

ATTEST:

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

## EXCERPT OF MINUTES

The governing body of the City of Mulvane, Kansas met in regular session, at the normal meeting place in the City on August 19, 2024, at 6:00 p.m., with Mayor Brent Allen presiding, and the following members of the governing body present:

and the following members absent:

Among other business, there came on for consideration and discussion the following:

AN ORDINANCE OF THE CITY OF MULVANE, KANSAS, AUTHORIZING THE CITY TO MAKE CERTAIN SEWER SYSTEM AND STORM WATER SEWER AND DRAINAGE IMPROVEMENTS; AUTHORIZING THE CITY TO ISSUE GENERAL OBLIGATION BONDS IN AN ESTIMATED PRINCIPAL AMOUNT OF \$2,055,000 TO PAY A PORTION OF COSTS OF THE IMPROVEMENTS.

After discussion, upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Ordinance was passed by a majority of the members elect.

A majority of the members elect having voted in favor of the passage of said Ordinance, it was designated Ordinance No. \_\_\_\_ and was ordered to be executed by the Mayor and attested by the City Clerk, and the City Clerk was directed to cause the publication of the Ordinance one time as set forth therein and required by law.

\*\*\*\*



CITY CLERK'S  
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of the August 19, 2024 regular meeting of the governing body of the City of Mulvane, Kansas.

[seal]

---

Debra M. Parker, City Clerk

**CITY COUNCIL MEETING  
MULVANE, KANSAS  
August 19, 2024**

**TO:** Mayor and City Council  
**SUBJECT:** West Main Street Drainage Improvements  
**FROM:** City Engineer - Young & Associates, PA  
**AGENDA:** Review Bid Tabulations and Approve Notice of Award

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**Background:**

In the spring of 2019 the owner(s) of Empire Taco, 219 W. Main Street were in the process of remodeling their building with plans to open in late 2019. As shown in the picture below, there is an existing storm sewer inlet showing signs of deterioration and need of repair. The City's original plan was to replace the inlet and improve drainage before the new restaurant was completed and opened for business. Ultimately the project was placed on hold due to some delays in the remodel and the impact of the pandemic in early 2020.

The existing storm sewer inlet provides street drainage for W. Main including the paved area lying west of the Empire Taco Building. Surface runoff from this paved area is directed toward the existing building. As shown in the picture below (prior to the remodel) an asphalt curb was installed to direct water away from the building, north to the existing inlet. The asphalt curb was removed during the remodel. The existing curb inlet is an old brick structure with a grated opening and cast iron lid (note the broken cast iron lid shown in the photo right).

The existing storm sewer pipe appears to be an older 10" VCP pipe and discharges south-southwest toward the west side of the Coop (east of the BNSF railroad). There is another inlet located on the north side of W. Main that is tied into the 10" storm sewer. In the spring of 2019, Public Works crews performed flow tests and located the discharge end of the storm sewer northeast of K-53/Bridge St. and west of the BNSF railroad tracks.

**Analysis:**

The final approved design plan will replace the existing inlet with a double sided inlet allowing storm water to enter the north and south sides of the new inlet. A concrete flume will replace the pavements immediately west of the Taco Empire building and direct water into the new inlet.

In February of 2024, staff direct the City Engineer to move forward with bidding the project. Bid documents were completed in April and the project was placed on hold until after the 2024 Old Settlers Festival. Bid advertisements were distributed to prospective bidders on July 16<sup>th</sup> and on August 13<sup>th</sup> the project was bid. Following is a summary of the bids received:



219 W. Main (photo taken during the Empire Taco building remodel in 2019)



219 W. Main (photo taken prior to remodel work)

	<u>Total Base Bid</u>
<b>Wildcat Construction</b> .....	<b>\$ 73,869.00</b>
Dondlinger & Sons Construction Co., Inc.....	\$142,464.00
APEX Excavating, LLC.....	\$203,270.00

**Financial Considerations:**  
In 2019, the total project costs were estimated to range from \$75,000 to \$125,000. Construction cost opinions were updated in 2024 to \$77,347. The low construction bid, submitted by Wildcat Const., is \$73,869.00. Financing the proposed drainage improvements will be from the recent sales tax for “drainage projects”.

**Legal Considerations:**  
Per City Attorney.

**Recommendation/Action:**  
City staff recommends the City Council issue a “Notice of Award” to Wildcat Construction Co., Inc., as outlined in the following sample motion:

*Sample Motion -  
I move the City issue a Notice of Award to Wildcat Construction Company, Inc. and authorize the City Administrator to sign.*

**Tabulation of Bids**

West Main Street Drainage Improvements  
Mulvane, Kansas

Bid Date August 13, 2024

Bid Time: 2:00 PM

				Engineers Estimate		Wildcat Const.		Dondlinger & Sons Const.		APEX Excavating	
Bid Item	Description	Quantity	Units	Estimated Unit Cost	Extension	Unit Price Bid	Extension	Unit Price Bid	Extension	Unit Price Bid	Extension
1.	Remove Existing Curb Inlet	1.0	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00	\$ 3,350.00	\$ 3,350.00	\$ 2,010.00	\$ 2,010.00
2.	Remove Storm Sewer	74.0	LF	15.00	1,110.00	9.00	666.00	85.00	6,290.00	150.00	11,100.00
3.	Remove Existing AC Pavement	128.0	SY	25.00	3,200.00	38.00	4,864.00	75.00	9,600.00	150.00	19,200.00
4.	Remove Existing Concrete Curb & Gutter	18.0	LF	35.00	630.00	17.00	306.00	155.00	2,790.00	150.00	2,700.00
5.	Remove Existing Concrete Sidewalk	534.0	SF	15.00	8,010.00	1.00	534.00	15.00	8,010.00	150.00	80,100.00
6.	Type 1A Double-Throated Curb Inlet	1.0	EA	15,000.00	15,000.00	7,820.00	7,820.00	8,750.00	8,750.00	9,000.00	9,000.00
7.	8" Storm Sewer	7.0	LF	75.00	525.00	75.00	525.00	142.00	994.00	250.00	1,750.00
8.	12" Storm Sewer	67.0	LF	95.00	6,365.00	85.00	5,695.00	195.00	13,065.00	250.00	16,750.00
9.	2'-6" Concrete Curb & Gutter	8.0	LF	50.00	400.00	189.00	1,512.00	38.00	304.00	75.00	600.00
10.	5" Rein. Conc. Flume on 6" Rock Sub-Grade	609.0	SF	18.00	10,962.00	17.00	10,353.00	20.00	12,180.00	15.00	9,135.00
11.	6" AC Pavement on 8" Rock Sub-Grade	56.0	SY	85.00	4,760.00	130.00	7,280.00	165.00	9,240.00	125.00	7,000.00
12.	5" Concrete Sidewalk	477.0	SF	15.00	7,155.00	10.00	4,770.00	8.00	3,816.00	6.00	2,862.00
13.	Steel Handrail	11.0	LF	300.00	3,300.00	500.00	5,500.00	1,225.00	13,475.00	385.00	4,235.00
14.	Excavatable Flowable Mortar Fill	12.0	LF	95.00	1,140.00	102.00	1,224.00	290.00	3,480.00	220.00	2,640.00
15.	Flushed & Vibrated Sand Backfill	66.0	LF	65.00	4,290.00	25.00	1,650.00	70.00	4,620.00	75.00	4,950.00
16.	Site Clearing and Restoration	1.0	LS	8,500.00	8,500.00	19,970.00	19,970.00	42,500.00	42,500.00	29,238.00	29,238.00
Sub-Total Construction Cost Opinion					\$ 77,347.00		\$ 73,869.00		\$ 142,464.00		\$ 203,270.00

Acknowledge Reciept of 5% Bid Bond

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Total Base Bid

\$ 73,869.00

\$ 142,464.00

\$ 203,270.00

## NOTICE OF AWARD

**TO: Wildcat Construction Company, Inc.  
3219 W. May St.  
Wichita, Kansas 67213**

**PROJECT: WEST MAIN STREET DRAINAGE IMPROVEMENTS, CITY OF  
MULVANE, SEDGWICK-SUMNER COUNTY, KANSAS.**

You are notified that your bid dated August 13, 2024 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a Contract for the above PROJECT.

The Contract Price of your Contract is \$73,869.00 (Total Base Bid).

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

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by August 23, 2024.

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

**City of Mulvane, Kansas**  
OWNER

By: \_\_\_\_\_  
Austin St. John  
City Administrator

ACCEPTANCE OF AWARD

\_\_\_\_\_  
CONTRACTOR

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

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

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

**CITY COUNCIL MEETING**  
**MULVANE, KANSAS**  
August 19, 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 3 Main A Sanitary Sewer Improvements</b> <i>(Bond Issue funding)</i>	<u>Completed to Date:</u> Initiated field surveys needed for evaluating RCB replacement. Received proposals from bridge designers for the RCB replacement. <u>Remaining Work:</u> Establish project scope and financing for Phase 3 improvements. Prepare bid documents as directed. <u>Contract Status:</u> Construction contracts pending.
<b>GIS Mapping Updates</b> <i>(Administration Operating Budget)</i>	<u>Completed to Date:</u> SAM continues working on GIS updates, including website design. <u>Remaining Work:</u> Provide mapping assistance when requested. <u>Contract Status:</u> Per City staff.
<b>Phase 1 Harvest Point Addition Infrastructure</b> <i>(Municipal Bonds)</i>	<u>Completed to Date:</u> The Contractor has initiated utility work at Webb & Sapphire Ln. Approx. 430 LF of sanitary sewer pipe has been installed including the boring & encasement under Webb Rd. Approx. 50% of erosion control BMP's have been installed. <u>Remaining Work:</u> Complete sanitary sewer installations and initiate mass grading/detention ponds, storm sewer and water line work. Prepare street bid documents, bid and construct street improvements. <u>Contract Status:</u> McCullough Excavation's current contract amount is \$1,672,980.25. Pay Application No. 1 has been submitted in the amount of \$117,090.00. This payment represents 7% of the total contract amount.
<b>Emerald Valley Estates 2<sup>nd</sup> Addition Infrastructure</b> <i>(Municipal Bonds)</i>	<u>Completed to Date:</u> Prepared final water line design plans and technical specifications to initiate KDHE permit review. Completed preliminary sanitary sewer, storm sewer, mass grading and detention pond design plans. Prepared application documents for KDHE-NOI (storm water pollution prevention permit). <u>Remaining Work:</u> Complete utility plan review by City staff, prepare final design plans and bid documents for "Emerald Valley Estates 2 <sup>nd</sup> Addition - Grading and Utility Improvements". <u>Contract Status:</u> Construction contracts pending.
<b>West Main Street Drainage Improvements</b> <i>(Special Sales Tax)</i>	<u>Completed to Date:</u> See attached memorandum. <u>Remaining Work:</u> Execute construction contract agreement and initiate construction. <u>Contract Status:</u> Construction contracts pending.

August 19, 2024  
City Council Meeting

TO: Mayor & City Council

FR: City Administrator

RE: Level 2 Electric Vehicle Charging Stations

ACTION: Approve location for two level 2 electric vehicle charging stations.

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**Background:**

With the proliferation of electric vehicles there is a need for facilities open to the public to charge the electric vehicles. Currently, the city of Mulvane has no publicly available facilities for electric vehicles to utilize for charging purposes. KPP Energy is offering two level 2 charging stations for the city of Mulvane to install and provide power at a location of the city's choosing. KPP offers these charging stations to any of their member cities.

City staff have done some analysis of where we can install these charging stations. The analysis is based on access to power and parking. Included is a map of possible locations.

**Analysis:**

KPP is offering two free level 2 charging stations, with bollards. To get these stations the city would have to identify a location and be responsible for installing and providing power. These stations would be open to the public and free to use. These stations would have the potential of attracting new customers to our downtown area. Electric vehicle owners would be able to plug in and walk downtown for a meal and shopping experience. The level 2 charger would only add 25 miles an hour on to the charging vehicle's battery, depending on the vehicle itself. This extended charging time works well with encouraging people to stay in the downtown area longer.

Locations in ranked:

1. City Hall lower parking lot
2. Main Street Park
3. Land Bank lot, South of E Mulvane Street
4. Lot East of City Hall

**Fiscal Impact:**

The charging stations and bollards would be free. The city would have to utilize staff and materials for installation and pay for the power provided.

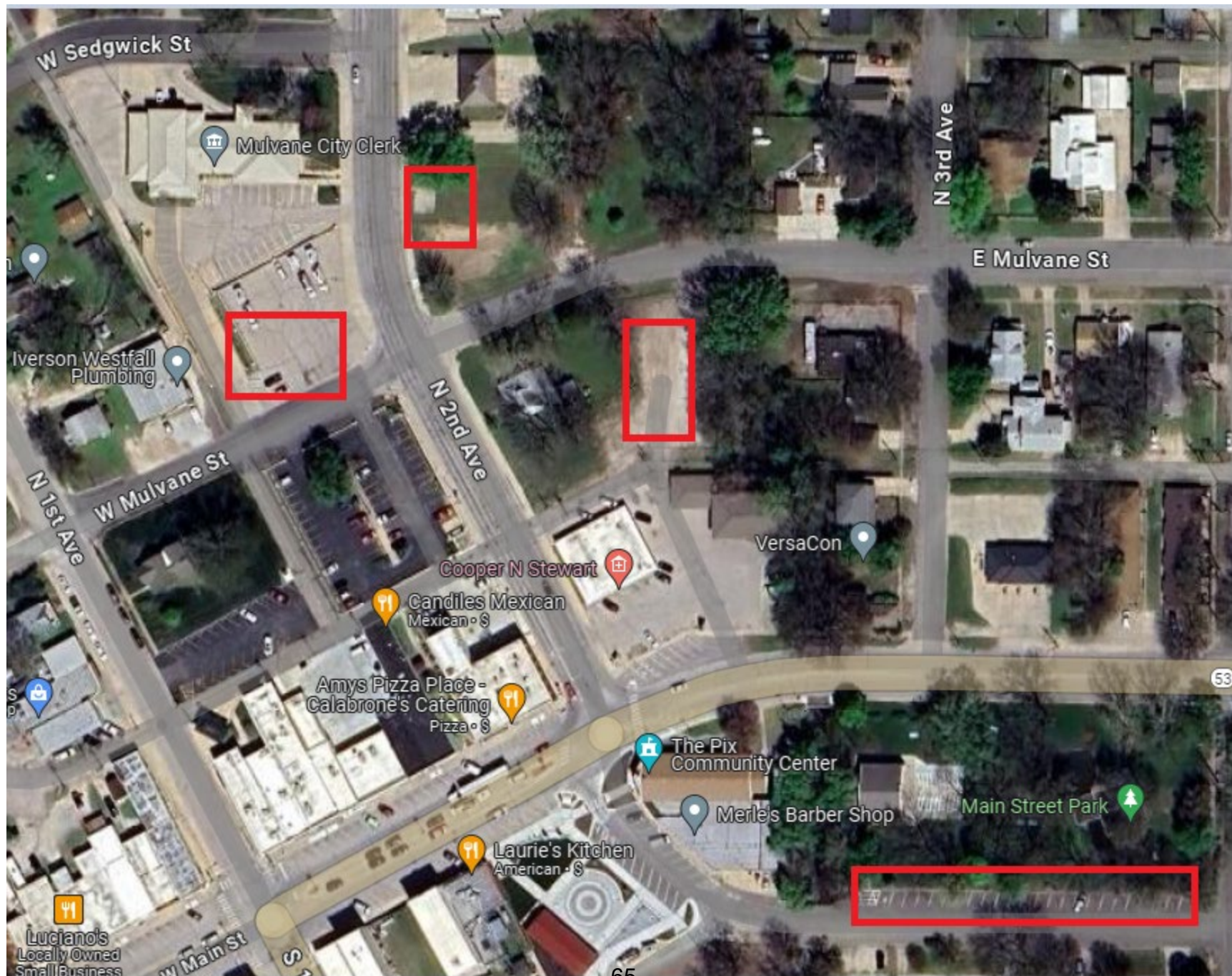
**Recommendations:**

Approve installation of charging stations in the lower parking lot of City Hall.

**MOTION**

I make a motion to approve installation of two level 2 charging stations in the lower parking lot of City Hall.







**CASH & BUDGET STATEMENT**

June 2024

Fund	Begin Bal	Revenue	Expenses	End Bal	Budget	YTD Rev	YTD Exp	Remaining	% Spent
General*	6,155,110.13	377,989.86	392,968.17	6,140,131.82	7,831,360	5,349,354.82	3,647,760.06	4,183,599.94	46.58%
Administration			47,994.70		2,154,800		691,038.89	1,463,761.11	32.07%
Public Works			73,642.40		1,061,370		655,022.04	406,347.96	61.71%
Police			140,150.15		2,334,300		1,137,763.15	1,196,536.85	48.74%
Fire			29,501.16		544,628		249,093.98	295,534.02	45.74%
Ambulance			90,366.67		1,658,512		833,674.12	824,837.88	50.27%
Planning & Zoning			11,121.19		77,250		80,975.98	(3,725.98)	104.82%
Bindweed			191.90		500		191.90	308.10	38.38%
Employee Benefit	1,126,500.26	3,289.56	83,750.10	1,046,039.72	2,260,150	2,076,932.02	1,129,236.89	1,130,913.11	49.96%
Debt Service	2,342,846.21	-	-	2,342,846.21	2,801,814	2,705,201.88	249,687.77	2,552,126.23	8.91%
Capital Improvements	604,006.91	-	-	604,006.91	470,000	13,397.24	11,671.17	458,328.83	2.48%
Special Liability	235,336.76	-	8,907.34	226,429.42	120,000	10,842.79	31,589.64	88,410.36	26.32%
Industrial Development	184,251.30	-	-	184,251.30	53,000	1,570.62	0.15	52,999.85	0.00%
Library	94,180.91	-	83,750.10	10,430.81	551,900	522,107.42	383,474.71	168,425.29	69.48%
Special Alcohol	44,629.20	-	-	44,629.20	15,000	-	2,512.30	12,487.70	16.75%
Swimming Pool	(54,418.69)	12,882.41	51,360.60	(92,896.88)	171,347	50,445.49	144,447.51	26,899.49	84.30%
Sr. Center	(11,181.82)	4,508.56	8,641.61	(15,314.87)	135,968	26,749.22	51,854.17	84,113.83	38.14%
Library Sales Tax	200,234.18	-	3,068.79	197,165.39	100,000	-	35,116.53	64,883.47	35.12%
1% Sales Tax	1,853,353.17	78,596.35	1,537.24	1,930,412.28	1,600,000	561,908.31	124,102.33	1,475,897.67	7.76%
Special Highway	387,187.23	50,316.03	818.00	436,685.26	350,000	174,526.97	61,409.66	288,590.34	17.55%
Special Parks	173,286.01	-	5,100.23	168,185.78	150,000	72,888.17	22,383.97	127,616.03	14.92%
Transient Guest Tax	761,707.51	165,012.03	2,000.00	924,719.54	475,000	516,141.82	36,750.00	438,250.00	7.74%
Mulvane Land Bank	19,273.70	-	106.00	19,167.70	12,500	-	2,572.00	9,928.00	20.58%
Electric	6,474,680.14	626,146.72	483,265.33	6,617,561.53	7,031,225	3,231,764.29	2,901,465.58	4,129,759.42	41.27%
Water	1,117,722.87	115,919.46	95,941.12	1,137,701.21	1,644,675	691,442.88	813,613.74	831,061.26	49.47%
Wastewater	1,639,523.71	176,687.66	79,608.55	1,736,602.82	2,233,792	1,125,437.04	851,372.77	1,382,419.23	38.11%
Storm Sewer	465,211.92	4,319.38	-	469,531.30	165,000	30,882.97	25,893.52	139,106.48	15.69%
Municipal Equipment Reserve	431,649.61	-	-	431,649.61	0	-	16,924.29	(16,924.29)	
ARPA	459,602.79	-	-	459,602.79	0	-	16,510.00	(16,510.00)	
<b>TOTAL</b>	<b>24,704,694.01</b>	<b>1,615,668.02</b>	<b>1,300,823.18</b>	<b>25,019,538.85</b>	<b>28,172,731</b>	<b>17,161,593.95</b>	<b>10,560,348.76</b>	<b>17,612,382.24</b>	<b>37.48%</b>

## **Agenda Section - Attorney**

### **August 19, 2024 Executive Session Script**

**BEFORE:**

**Mayor:** I would entertain a motion to recess this meeting to an Executive Session for the purpose of:

- (1) Justification – Preliminary discussion of matters pertaining to the acquisition of real property pursuant to K.S.A. 75-4319(b)(6);
- (2) Purpose – Discussion of the acquisition of land.

For a period not to exceed 15 minutes, said regular meeting to reconvene in open session at approximately \_\_\_\_\_ p.m.

Said Executive Session to include the Mayor, City Council, City Administrator and the City Attorney.

Motion by \_\_\_\_\_, second by \_\_\_\_\_, Vote.

**AFTER:**

**Mayor:** I would now entertain a motion to reconvene the regular meeting of the City Council.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to reconvene the City Council meeting.  
Motion approved unanimously.

**Mayor:** Let the record reflect that no decisions were made during the Executive Session.

**NEXT AGENDA ITEM**



Mulvane, KS

# Check Report

By Check Number

Date Range: 07/01/2024 - 07/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: APBNK-APBNK-POOL</b>						
01041	ALL COVERED	07/05/2024	Regular	0.00	6,640.23	62021
10653	BARRY BRECHEISEN	07/05/2024	Regular	0.00	1,922.00	62022
10642	BG PRODUCTS INC HOLDING COMPANY	07/05/2024	Regular	0.00	335.34	62023
00447	CAPITAL ONE	07/05/2024	Regular	0.00	358.99	62024
00101	CHRISTOPHER DAVIS	07/05/2024	Regular	0.00	600.00	62025
00170	CORE & MAIN	07/05/2024	Regular	0.00	3,306.42	62026
00092	COX COMMUNICATIONS	07/05/2024	Regular	0.00	630.00	62027
10223	CRH COFFEE INC	07/05/2024	Regular	0.00	154.80	62028
10654	DONITA WOOD	07/05/2024	Regular	0.00	55.80	62029
09885	ED M. FELD EQUIPMENT CO., INC.	07/05/2024	Regular	0.00	250.00	62030
00461	EVERGY	07/05/2024	Regular	0.00	5,485.70	62031
00134	FAMILY MEDCENTERS PA	07/05/2024	Regular	0.00	242.00	62032
10475	FLOCK GROUP INC	07/05/2024	Regular	0.00	5,000.00	62033
00145	FOUR STATE MAINTENANCE SUPPLY INC	07/05/2024	Regular	0.00	304.63	62034
00150	GALL'S INC.	07/05/2024	Regular	0.00	1,081.02	62035
00152	GARNETT AUTO SUPPLY, INC.	07/05/2024	Regular	0.00	112.28	62036
00160	GRAINGER, W.W. INC.	07/05/2024	Regular	0.00	165.84	62037
10575	HADRONEX INC	07/05/2024	Regular	0.00	2,786.00	62038
00438	HD SUPPLY, INC.	07/05/2024	Regular	0.00	416.45	62039
00197	IVERSON & WESTFALL PLBG INC.	07/05/2024	Regular	0.00	900.58	62040
00254	JAMES LARRY LINN, ATTY AT LAW	07/05/2024	Regular	0.00	2,000.00	62041
00274	JHO INC	07/05/2024	Regular	0.00	367.75	62042
10391	JOY KAY WILLIAMS	07/05/2024	Regular	0.00	2,000.00	62043
10465	JUMPSTART	07/05/2024	Regular	0.00	1,295.78	62044
01031	KANSAS DEPT OF REVENUE	07/05/2024	Regular	0.00	2,807.11	62045
00209	KANSAS GAS SERVICE	07/05/2024	Regular	0.00	582.95	62046
00217	KANSAS ONE-CALL SYSTEM, INC.	07/05/2024	Regular	0.00	427.20	62047
00140	KENNETH FLEMING	07/05/2024	Regular	0.00	18.00	62048
10326	Konica Minolta Premier Finance	07/05/2024	Regular	0.00	626.57	62049
00243	KROGER-DILLONS CUSTOMER CHARGE	07/05/2024	Regular	0.00	245.74	62050
00257	LOWES BUSINESS ACCOUNT	07/05/2024	Regular	0.00	703.52	62051
10645	LUXURY LAWN & LANDSCAPING LLC	07/05/2024	Regular	0.00	305.00	62052
01219	MERIDIAN ANALYTICAL LABS LLC	07/05/2024	Regular	0.00	160.00	62053
00291	MULVANE PUBLIC LIBRARY	07/05/2024	Regular	0.00	80,000.00	62054
10091	MULVANE REC CENTER	07/05/2024	Regular	0.00	510.00	62055
10349	NATHAN WERTH	07/05/2024	Regular	0.00	292.50	62056
01122	OMAHA TRUCK CENTER COMPANY INC	07/05/2024	Regular	0.00	986.22	62057
00323	PETTY CASH-CITY OF MULVANE	07/05/2024	Regular	0.00	1,587.20	62058
00340	QUILL CORPORATION	07/05/2024	Regular	0.00	105.47	62059
00348	REED CARWASH INC.	07/05/2024	Regular	0.00	300.00	62060
00112	RK BLACK INC	07/05/2024	Regular	0.00	35.23	62061
00104	RODNEY L SCHUMOCK	07/05/2024	Regular	0.00	315.00	62062
10630	SMITH CONSTRUCTION CO., INC	07/05/2024	Regular	0.00	43,660.00	62063
00401	STANION WHOLESALE ELECTRIC CO INC OF	07/05/2024	Regular	0.00	363.01	62064
10469	THOMAS C BUMGARDNER II	07/05/2024	Regular	0.00	1,412.59	62065
00423	TRIPLETT WOOLF & GARRETSON LLC	07/05/2024	Regular	0.00	8,227.00	62066
00430	ULTRA MODERN POOL AND PATIO	07/05/2024	Regular	0.00	205.99	62067
00443	VERIZON WIRELESS	07/05/2024	Regular	0.00	80.02	62068
00459	WESCO	07/05/2024	Regular	0.00	1,150.44	62069
00462	WESTFALL ELECTRIC INC.	07/05/2024	Regular	0.00	762.41	62070
10466	WESTLAKE HARDWARE INC	07/05/2024	Regular	0.00	21.63	62071
00094	WICHITA WATER CONDITIONING, INC.	07/05/2024	Regular	0.00	50.00	62072
00253	ADOLPH KIEFER & ASSOCIATES LLC	07/11/2024	Regular	0.00	901.02	62075
10571	APEX EXCAVATING LLC	07/11/2024	Regular	0.00	42,512.00	62076



## Check Report

Date Range: 07/01/2024 - 07/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10494	BTAC HOLDING CORP	07/11/2024	Regular	0.00	2,827.95	62077
10499	CENTER POINT, INC.	07/11/2024	Regular	0.00	142.62	62078
10048	CENTRAL PLAINS STEEL CO.	07/11/2024	Regular	0.00	405.60	62079
00071	CENTRAL POWER SYS & SERV INC	07/11/2024	Regular	0.00	570.00	62080
00092	COX COMMUNICATIONS	07/11/2024	Regular	0.00	104.41	62081
10216	CROWN PRODUCTS INC (KS)	07/11/2024	Regular	0.00	61.11	62082
00134	FAMILY MEDCENTERS PA	07/11/2024	Regular	0.00	260.00	62083
10373	FIRST BAPTIST CHURCH	07/11/2024	Regular	0.00	2,500.00	62084
10348	FLEXIBLE BENEFIT SERVICE CORPORATION	07/11/2024	Regular	0.00	411.50	62085
00149	GALAXIE BUSINESS EQUIPMENT, INC.	07/11/2024	Regular	0.00	465.97	62086
00152	GARNETT AUTO SUPPLY, INC.	07/11/2024	Regular	0.00	207.66	62087
	**Void**	07/11/2024	Regular	0.00	0.00	62088
00210	KANSAS JUDICIAL COUNCIL	07/11/2024	Regular	0.00	190.00	62089
00215	KANSAS MUNICIPAL UTILITIES INC	07/11/2024	Regular	0.00	3,566.75	62090
00140	KENNETH FLEMING	07/11/2024	Regular	0.00	104.00	62091
10552	KONICA MINOLTA BUSINESS SOLUTIONS	07/11/2024	Regular	0.00	547.05	62092
00247	LABORATORY CORP OF AMERICA HOLDINGS	07/11/2024	Regular	0.00	22.85	62093
00262	MAXIMUM OUTDOOR EQUIPMENT & SERVICE	07/11/2024	Regular	0.00	756.51	62094
00357	MICHAEL J. ROBINSON	07/11/2024	Regular	0.00	1,020.70	62095
10500	MIDWEST TAPE, LLC.	07/11/2024	Regular	0.00	98.22	62096
00281	MULVANE ANIMAL CLINIC, LLC	07/11/2024	Regular	0.00	151.00	62097
00283	MULVANE COOPERATIVE UNION	07/11/2024	Regular	0.00	2,864.14	62098
00283	MULVANE COOPERATIVE UNION	07/11/2024	Regular	0.00	7,175.51	62099
00297	MYRON CORPORATION	07/11/2024	Regular	0.00	3,131.87	62100
10185	NATIONAL SCREENING BUREAU	07/11/2024	Regular	0.00	240.00	62101
00310	OMNI SERVICES GROUP LLC	07/11/2024	Regular	0.00	148.57	62102
00307	O'REILLY AUTO ENTERPRISES LLC	07/11/2024	Regular	0.00	470.13	62103
09834	PADGETT EXCAVATION, INC	07/11/2024	Regular	0.00	4,295.00	62104
10461	QUADIENT FINANCE USA, INC.	07/11/2024	Regular	0.00	300.00	62105
10599	RICHARD B. PENNELL	07/11/2024	Regular	0.00	221.40	62106
00372	SAMS CLUB	07/11/2024	Regular	0.00	2,902.66	62107
00379	SEDGWICK CO DIVISION OF FINANC	07/11/2024	Regular	0.00	4,205.45	62108
10655	SHAMROCK TIRE & AUTO SERVICE	07/11/2024	Regular	0.00	310.24	62109
	**Void**	07/11/2024	Regular	0.00	0.00	62110
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	07/11/2024	Regular	0.00	2,106.83	62111
09881	TRUGREEN LIMITED PARTNERSHIP	07/11/2024	Regular	0.00	3,398.21	62112
10374	TYLER LEWIS	07/11/2024	Regular	0.00	2,500.00	62113
00426	TYLER TECHNOLOGIES INC	07/11/2024	Regular	0.00	51.50	62114
00451	WALLACE ENVELOPE CO, INC.	07/11/2024	Regular	0.00	636.75	62115
10183	WASTE MANAGEMENT	07/11/2024	Regular	0.00	1,170.95	62116
00459	WESCO	07/11/2024	Regular	0.00	17,314.52	62117
10596	WHOLESALE FIREWORKS ENTERPRISES, LLC	07/11/2024	Regular	0.00	2,500.00	62118
00094	WICHITA WATER CONDITIONING, INC.	07/11/2024	Regular	0.00	43.94	62119
00479	YOUNG & ASSOCIATES, P. A.	07/11/2024	Regular	0.00	16,558.75	62120
00012	AIRGAS USA, INC.	07/18/2024	Regular	0.00	261.63	62126
00100	BILL L DAVIS	07/18/2024	Regular	0.00	119.50	62127
00242	BORDER STATES ELECTRIC	07/18/2024	Regular	0.00	1,256.32	62128
01093	CENTRAL PLAINS DEVELOPMENT	07/18/2024	Regular	0.00	16.25	62129
00170	CORE & MAIN	07/18/2024	Regular	0.00	170.00	62130
00092	COX COMMUNICATIONS	07/18/2024	Regular	0.00	3,407.30	62131
00103	DE LAGE LANDEN INC	07/18/2024	Regular	0.00	77.44	62132
01078	EMC INSURANCE COMPANIES	07/18/2024	Regular	0.00	500.00	62133
00142	FLUID EQUIPEMNET INC	07/18/2024	Regular	0.00	2,701.50	62134
00145	FOUR STATE MAINTENANCE SUPPLY INC	07/18/2024	Regular	0.00	722.32	62135
00152	GARNETT AUTO SUPPLY, INC.	07/18/2024	Regular	0.00	452.45	62136
	**Void**	07/18/2024	Regular	0.00	0.00	62137
10522	GFL ENVIRONMENTAL SERVICES USA, INC.	07/18/2024	Regular	0.00	231.16	62138
00160	GRAINGER, W.W. INC.	07/18/2024	Regular	0.00	148.00	62139
00164	HAJOCA CORPORATION	07/18/2024	Regular	0.00	22.68	62140
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	07/18/2024	Regular	0.00	59.96	62141
00438	HD SUPPLY, INC.	07/18/2024	Regular	0.00	619.41	62142

## Check Report

Date Range: 07/01/2024 - 07/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00220	KANSAS POWER POOL	07/18/2024	Regular	0.00	381,723.41	62143
00226	KANSAS STATE TREASURER	07/18/2024	Regular	0.00	2,510.50	62144
00237	KEY EQUIPMENT & SUPPLY CO.	07/18/2024	Regular	0.00	1,039.17	62145
00247	LABORATORY CORP OF AMERICA HOLDINGS	07/18/2024	Regular	0.00	45.70	62146
00252	LIFE-ASSIST, INC.	07/18/2024	Regular	0.00	924.51	62147
01219	MERIDIAN ANALYTICAL LABS LLC	07/18/2024	Regular	0.00	2,432.50	62148
09985	PETER A. MACKINNEY	07/18/2024	Regular	0.00	3,020.00	62149
00458	PHILIP L. WEISER	07/18/2024	Regular	0.00	300.00	62150
10327	PLP-CTI HOLDINGS, LLC	07/18/2024	Regular	0.00	236.94	62151
00340	QUILL CORPORATION	07/18/2024	Regular	0.00	1,518.99	62152
00386	SHRED-IT US JV LLC	07/18/2024	Regular	0.00	25.82	62153
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	07/18/2024	Regular	0.00	2,092.20	62154
00401	STANION WHOLESALE ELECTRIC CO INC OF	07/18/2024	Regular	0.00	200.73	62155
00407	SUMNER CO. SHERIFF	07/18/2024	Regular	0.00	1,920.00	62156
00111	THE DOC SUNBACK FILM FESTIVAL, INC	07/18/2024	Regular	0.00	2,000.00	62157
10375	THE TAP OF KANSAS INC.	07/18/2024	Regular	0.00	263.51	62158
00430	ULTRA MODERN POOL AND PATIO	07/18/2024	Regular	0.00	56.99	62159
01007	UTILITY HELPNET INC	07/18/2024	Regular	0.00	2,080.24	62160
00443	VERIZON WIRELESS	07/18/2024	Regular	0.00	561.60	62161
00446	VIA CHRISTI HOME MEDICAL LLC	07/18/2024	Regular	0.00	160.00	62162
00094	WICHITA WATER CONDITIONING, INC.	07/18/2024	Regular	0.00	50.00	62163
00479	YOUNG & ASSOCIATES, P. A.	07/18/2024	Regular	0.00	7,621.25	62164
00034	B & B ELECTRIC MOTOR CO. INC	07/25/2024	Regular	0.00	280.00	62165
00043	BIG TOOL STORE LLC	07/25/2024	Regular	0.00	23.48	62166
09970	B-R-C BEARING CO., INC	07/25/2024	Regular	0.00	21.66	62167
01111	CASCO INDUSTRIES INC	07/25/2024	Regular	0.00	900.00	62168
00071	CENTRAL POWER SYS & SERV INC	07/25/2024	Regular	0.00	707.64	62169
00461	EVERGY	07/25/2024	Regular	0.00	701.85	62170
00145	FOUR STATE MAINTENANCE SUPPLY INC	07/25/2024	Regular	0.00	198.08	62171
00152	GARNETT AUTO SUPPLY, INC.	07/25/2024	Regular	0.00	215.27	62172
	**Void**	07/25/2024	Regular	0.00	0.00	62173
10221	GATEWAY WIRELESS & NETWORK SERVICES LLC	07/25/2024	Regular	0.00	285.00	62174
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	07/25/2024	Regular	0.00	792.94	62175
00438	HD SUPPLY, INC.	07/25/2024	Regular	0.00	88.33	62176
00233	KANSASLAND TIRE CO. INC.	07/25/2024	Regular	0.00	633.34	62177
10326	Konica Minolta Premier Finance	07/25/2024	Regular	0.00	139.30	62178
00243	KROGER-DILLONS CUSTOMER CHARGE	07/25/2024	Regular	0.00	167.41	62179
00249	LEAGUE OF KS. MUNICIPALITIES	07/25/2024	Regular	0.00	875.00	62180
00252	LIFE-ASSIST, INC.	07/25/2024	Regular	0.00	1.64	62181
00266	MCKEE CLEAR SERVICE SOLUTIONS INC	07/25/2024	Regular	0.00	50.00	62182
00288	MULVANE FIRE RESCUE	07/25/2024	Regular	0.00	5,000.00	62183
10185	NATIONAL SCREENING BUREAU	07/25/2024	Regular	0.00	48.00	62184
00437	PS ENTERPRISES LLC	07/25/2024	Regular	0.00	13.46	62185
00340	QUILL CORPORATION	07/25/2024	Regular	0.00	56.98	62186
10599	RICHARD B. PENNELL	07/25/2024	Regular	0.00	168.10	62187
10306	RUUD CONCRETE LLC	07/25/2024	Regular	0.00	818.00	62188
00385	SHIRTS PLUS INC	07/25/2024	Regular	0.00	1,220.76	62189
10605	SNAP-ON INCORPORATED	07/25/2024	Regular	0.00	750.00	62190
01186	SUPERIOR RUBBER STAMP & SEAL INC	07/25/2024	Regular	0.00	36.85	62191
00411	TELEFLEX INC./ARROW	07/25/2024	Regular	0.00	677.50	62192
10375	THE TAP OF KANSAS INC.	07/25/2024	Regular	0.00	12.37	62193
00397	T-MOBILE	07/25/2024	Regular	0.00	264.85	62194
00430	ULTRA MODERN POOL AND PATIO	07/25/2024	Regular	0.00	1,282.93	62195
10366	UNDERGROUND VAULTS & STORAGE, INC	07/25/2024	Regular	0.00	53.30	62196
00433	UNITED INDUSTRIES INC	07/25/2024	Regular	0.00	2,473.26	62197
00440	VALLEY FEED & SEED INC	07/25/2024	Regular	0.00	225.00	62198
00443	VERIZON WIRELESS	07/25/2024	Regular	0.00	121.07	62199
00454	WASHER SPECIALTIES COMPANY	07/25/2024	Regular	0.00	106.92	62200
10466	WESTLAKE HARDWARE INC	07/25/2024	Regular	0.00	8.94	62201
00094	WICHITA WATER CONDITIONING, INC.	07/25/2024	Regular	0.00	8.50	62202
00196	INTRUST CARD CENTER	07/18/2024	Bank Draft	0.00	4,767.60	DFT0003858

Check Report

Date Range: 07/01/2024 - 07/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10656	SHEP CHEVROLET INC	07/18/2024	Bank Draft	0.00	47,248.00	DFT0003859
00078	CITY OF AUGUSTA	07/25/2024	Bank Draft	0.00	31,464.19	DFT0003870

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	259	171	0.00	753,703.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	39	3	0.00	83,479.79
EFT's	0	0	0.00	0.00
	298	178	0.00	837,183.25

## Check Report

Date Range: 07/01/2024 - 07/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PYBNK-PAYROLL-POOL						
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	07/05/2024	Regular	0.00	78.46	62018
01016	KANSAS PAYMENT CENTER	07/05/2024	Regular	0.00	528.70	62019
10540	PITTENGER LAW GROUP, LLC	07/05/2024	Regular	0.00	394.50	62020
01018	AXA EQUITABLE - EQUI-VEST	07/05/2024	Regular	0.00	4,835.00	62073
00079	CITY OF MULVANE	07/05/2024	Regular	0.00	2,296.54	62074
01012	AFLAC	07/19/2024	Regular	0.00	316.29	62121
01013	AFLAC GROUP INSURANCE	07/19/2024	Regular	0.00	854.62	62122
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	07/19/2024	Regular	0.00	78.46	62123
01016	KANSAS PAYMENT CENTER	07/19/2024	Regular	0.00	504.45	62124
01022	LEGAL SHIELD	07/19/2024	Regular	0.00	422.60	62125
01021	KPERS	07/05/2024	Bank Draft	0.00	22,464.78	DFT0003819
01021	KPERS	07/05/2024	Bank Draft	0.00	10,754.90	DFT0003820
01021	KPERS	07/19/2024	Bank Draft	0.00	614.41	DFT0003850
01021	KPERS	07/19/2024	Bank Draft	0.00	22,134.35	DFT0003851
01021	KPERS	07/19/2024	Bank Draft	0.00	10,560.50	DFT0003852
00106	DELTA DENTAL OF KANSAS	07/02/2024	Bank Draft	0.00	501.18	DFT0003860
00106	DELTA DENTAL OF KANSAS	07/02/2024	Bank Draft	0.00	275.04	DFT0003861
00106	DELTA DENTAL OF KANSAS	07/02/2024	Bank Draft	0.00	339.20	DFT0003862
00106	DELTA DENTAL OF KANSAS	07/02/2024	Bank Draft	0.00	1,556.01	DFT0003863
00106	DELTA DENTAL OF KANSAS	07/02/2024	Bank Draft	0.00	330.03	DFT0003864
00106	DELTA DENTAL OF KANSAS	07/02/2024	Bank Draft	0.00	275.12	DFT0003865
00106	DELTA DENTAL OF KANSAS	07/02/2024	Bank Draft	0.00	339.20	DFT0003866
00106	DELTA DENTAL OF KANSAS	07/02/2024	Bank Draft	0.00	1,556.01	DFT0003867
00408	SURENCY LIFE & HEALTH	07/02/2024	Bank Draft	0.00	719.19	DFT0003868

## Bank Code PYBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	14	10	0.00	10,309.62
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	14	14	0.00	72,419.92
EFT's	0	0	0.00	0.00
	28	24	0.00	82,729.54



All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	273	181	0.00	764,013.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	53	17	0.00	155,899.71
EFT's	0	0	0.00	0.00
	326	202	0.00	919,912.79

Fund Summary

Fund	Name	Period	Amount
999	Pool Cash Fund	7/2024	919,912.79
			919,912.79

Approved

Date

August 14, 2024

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

Re: **Grading and Utility Improvements to serve,**  
Phase 1 – Harvest Point Addition, Mulvane, Sedgwick County, Kansas  
Y&A Project No. 23-501

Dear Mr. St. John:

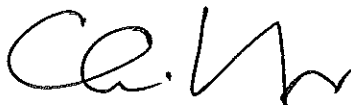
Transmitted herewith is a signed PDF copy of Payment Application No. 1 from McCullough Excavation, Inc. for the above referenced project. We have field verified the quantities requested in the pay application and concur with the amount of \$117,090.00 as requested.

Payment Application No. 1 represents 7.0% of the total contract amount. We estimate approx. 8% of the total work as been completed to date. Per the contract documents, 10% of the value of the work has been retained.

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

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

Very truly yours,  
YOUNG & ASSOCIATES, PA



Christopher R. Young, PE  
City Engineer

Attachments

# Contractor's Application for Payment No.

1

Application Period: July 1, 2024 thru July 31, 2024		Application Date: July 31, 2024
To (Owner): City of Mulvane, KS	From (Contractor): McCullough Excavation, Inc.	Via (Engineer): Young and Associates
Project: Harvest Point Phase 1	Contract:	
Owner's Contract No.:	Contractor's Project No.: 24184	Engineer's Project No.:

## Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS	\$0.00	

1. ORIGINAL CONTRACT PRICE	\$	\$1,672,980.25
2. Net change by Change Orders	\$	\$0.00
3. Current Contract Price (Line 1 + 2)	\$	\$1,672,980.25
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$	\$130,100.00
5. RETAINAGE:		
a. 10% X \$130,100.00 Work Completed	\$	\$13,010.00
b. 10% X \$0.00 Stored Material	\$	\$0.00
c. Total Retainage (Line 5.a + Line 5.b)	\$	\$13,010.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$	\$117,090.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	
8. AMOUNT DUE THIS APPLICATION	\$	\$117,090.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	\$	\$1,555,890.25

### Contractor's Certification

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

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

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

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

### Contractor Signature

By: R. McCullough Date: 8/1/2024

Payment of: \$ 117,090.00  
(Line 8 or other - attach explanation of the other amount)

is recommended by: CE L. H. 8/14/24  
(Engineer) (Date)

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

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

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

Elizabeth Martinez  
Elizabeth Martinez  
NOTARY PUBLIC  
STATE OF KANSAS  
My Comm. Exp. 8-28-28

# Progress Estimate - Unit Price Work

# Contractor's Application

For (Contract): Harvest Point Phase 1								Application Number: 1																					
Application Period: July 1, 2024 thru July 31, 2024								Application Date: July 31, 2024																					
A		B		C		D		E		F		G		H		I		J		K		L				M			
Item				Contract Information						Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED				Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)										
Bid Item No.		Description		Item Quantity		Units		Unit Price				Total Value of Item (\$)		From Previous Applications						This Period									
		Mass Grading								\$0.00				\$0.00		\$0.00		\$0.00		\$0.00				\$0.00					
1		Earthwork, Complete in place per lump sum.		1		LS		\$497,925.00		\$497,925.00				\$0.00		\$0.00		\$0.00		\$0.00				\$497,925.00					
2		21" x 14" RCPHE Storm Sewer, complete in		160		LF		\$75.00		\$12,000.00				\$0.00		\$0.00		\$0.00		\$0.00				\$12,000.00					
3		30" x 19" RCPHE Storm Sewer, Complete in		70		LF		\$85.00		\$5,950.00				\$0.00		\$0.00		\$0.00		\$0.00				\$5,950.00					
4		34" x 22" RCPHE Storm Sewer, complete in		37		LF		\$95.00		\$3,515.00				\$0.00		\$0.00		\$0.00		\$0.00				\$3,515.00					
5		21"x14" RCPHE End Sections, complete in p		4		EA		\$1,900.00		\$7,600.00				\$0.00		\$0.00		\$0.00		\$0.00				\$7,600.00					
6		30" x 19" RCPHE End Sections, complete in r		2		EA		\$2,000.00		\$4,000.00				\$0.00		\$0.00		\$0.00		\$0.00				\$4,000.00					
7		34" x 22" RCPHE End Sections, complete in		2		EA		\$2,500.00		\$5,000.00				\$0.00		\$0.00		\$0.00		\$0.00				\$5,000.00					
8		Light-Type Stone Rip-Rap on Geotextile Lin		281		SY		\$100.00		\$28,100.00				\$0.00		\$0.00		\$0.00		\$0.00				\$28,100.00					
9		Turf Mat Reinforcement, complete in place p		1901		SY		\$7.25		\$13,782.25				\$0.00		\$0.00		\$0.00		\$0.00				\$13,782.25					
10		Soil Retention Blanket, complete in place per		2671		SY		\$3.00		\$8,013.00				\$0.00		\$0.00		\$0.00		\$0.00				\$8,013.00					
11		Seeding and Erosion Control, complete in pla		1		LS		\$49,522.00		\$49,522.00				\$0.00		\$0.00		\$0.00		\$0.00				\$49,522.00					
12		Site Clearing and Restoration		1		LS		\$30,150.00		\$30,150.00				\$0.00		\$0.00		\$0.00		\$0.00				\$30,150.00					
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## Contractor's Application

EJCDC® C-620 Contractor's Application for Payment  
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Page 1 of 1

### Progress Estimate - Unit Price Work

## Contractor's Application

For (Contract): Harvest Point Phase 1										Application Number: 1			
Application Period: July 1, 2024 thru July 31, 2024										Application Date: July 31, 2024			
A	B	C	D	E	F	G	H	I	J	K	L		M
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED		Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)			From Previous Applications	This Period				
	Storm Water Drain						\$0.00				\$0.00		\$0.00
1	15" RCP Storm Sewer	38	LF	\$60.00	\$2,280.00		\$0.00		\$0.00		\$0.00		\$2,280.00
2	18" PVC Storm Sewer	528	LF	\$70.00	\$36,960.00		\$0.00		\$0.00		\$0.00		\$36,960.00
3	18" RCP Storm Sewer	75	LF	\$70.00	\$5,250.00		\$0.00		\$0.00		\$0.00		\$5,250.00
4	21" ASP Storm Sewer	194	LF	\$80.00	\$15,520.00		\$0.00		\$0.00		\$0.00		\$15,520.00
5	24" PVC Storm Sewer	161	LF	\$80.00	\$12,880.00		\$0.00		\$0.00		\$0.00		\$12,880.00
6	24" RCP Storm Sewer	249	LF	\$80.00	\$19,920.00		\$0.00		\$0.00		\$0.00		\$19,920.00
7	30" x 19" RCPHE Storm Sewer	74	LF	\$85.00	\$6,290.00		\$0.00		\$0.00		\$0.00		\$6,290.00
8	18" RCP End Sections	1	EA	\$1,000.00	\$1,000.00		\$0.00		\$0.00		\$0.00		\$1,000.00
9	21" SP End Sections	1	EA	\$1,000.00	\$1,000.00		\$0.00		\$0.00		\$0.00		\$1,000.00
10	24" RCP End Sections	2	EA	\$1,500.00	\$3,000.00		\$0.00		\$0.00		\$0.00		\$3,000.00
11	30" x 19" RCPHE End Sections	1	EA	\$2,000.00	\$2,000.00		\$0.00		\$0.00		\$0.00		\$2,000.00
12	Flushed and Vibrated Sand Backfill	169	LF	\$5.00	\$845.00		\$0.00		\$0.00		\$0.00		\$845.00
13	Light-Type Stone Rip-Rap on Geotextile Liner	125	SY	\$100.00	\$12,500.00		\$0.00		\$0.00		\$0.00		\$12,500.00
14	Standard Storm Sewer Manhole (5' Dia.)	1	SY	\$3,000.00	\$3,000.00		\$0.00		\$0.00		\$0.00		\$3,000.00
15	Backyard Inlet (4' Dia.)	2	EA	\$3,500.00	\$7,000.00		\$0.00		\$0.00		\$0.00		\$7,000.00
16	Curb Inlet, Type 1-A (L=5',W=3')	1	EA	\$4,300.00	\$4,300.00		\$0.00		\$0.00		\$0.00		\$4,300.00
17	Curb Inlet, Type 1-A (L=10',W=4')	10	EA	\$6,000.00	\$60,000.00		\$0.00		\$0.00		\$0.00		\$60,000.00
18	Seeding and Erosion Control	1	LS	\$1,340.00	\$1,340.00		\$0.00		\$0.00		\$0.00		\$1,340.00
19	Site Clearing and Restoration	1	LS	\$18,500.00	\$18,500.00		\$0.00		\$0.00		\$0.00		\$18,500.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Totals				\$213,585.00		\$0.00		\$0.00	\$0.00	\$0.00		\$213,585.00

# Progress Estimate - Unit Price Work

# Contractor's Application

For (Contract): Harvest Point Phase I										Application Number: 1			
Application Period: July 1, 2024 thru July 31, 2024										Application Date: July 31, 2024			
A	B	C	D	E	F	G	H	I	J	K	L		M
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED		Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)			From Previous Applications	This Period				
	<u>Water Line</u>						\$0.00				\$0.00		\$0.00
1	8" Water Line	3157	LF	\$65.00	\$205,205.00		\$0.00		\$0.00		\$0.00		\$205,205.00
2	8" DI/CL SJ Water Line Pipe	16	LF	\$70.00	\$1,120.00		\$0.00		\$0.00		\$0.00		\$1,120.00
3	12" DI/CL SJ Water Line Pipe	2	LF	\$550.00	\$1,100.00		\$0.00		\$0.00		\$0.00		\$1,100.00
4	8" Restrained Joint Water Line	60	LF	\$70.00	\$4,200.00		\$0.00		\$0.00		\$0.00		\$4,200.00
5	Fire Hydrant Assembly	6	EA	\$5,300.00	\$31,800.00		\$0.00		\$0.00		\$0.00		\$31,800.00
6	8" Valve Assembly	7	EA	\$2,300.00	\$16,100.00		\$0.00		\$0.00		\$0.00		\$16,100.00
7	8" Anchor Valve Assembly	3	EA	\$2,500.00	\$7,500.00		\$0.00		\$0.00		\$0.00		\$7,500.00
8	8" Anchor Valve Assembly (Special)	3	EA	\$2,500.00	\$7,500.00		\$0.00		\$0.00		\$0.00		\$7,500.00
9	Flushed and Vibrated Sand Backfill	190	LF	\$5.00	\$950.00		\$0.00		\$0.00		\$0.00		\$950.00
10	Relocate Existing 2" Rural Water Line	850	LF	\$0.12	\$102.00		\$0.00		\$0.00		\$0.00		\$102.00
11	Seeding and Erosion Control	1	LS	\$2,679.00	\$2,679.00		\$0.00		\$0.00		\$0.00		\$2,679.00
12	Site Clearing and Restoration	1	LS	\$2,700.00	\$2,700.00		\$0.00		\$0.00		\$0.00		\$2,700.00
	<b>Totals</b>				\$280,956.00		\$0.00		\$0.00	\$0.00	\$0.00		\$280,956.00

081724

**MJB Heating and Cooling**  
 713 N Buckner St  
 Derby, KS 67037



**BILL TO**  
 Mulvane Public Library  
 408 N 2nd Ave  
 Mulvane, KS 67110

**INVOICE 22319**

**DATE** 08/12/2024 **TERMS** Due on receipt

**DUE DATE** 09/01/2024

ACTIVITY	QTY	RATE	AMOUNT
<b>SERVICE:RESIDENTIAL SERVICE:REPAIR OPTION</b> Compressor replacement	1	11,255.00	11,255.00
<b>Warranty Information</b> Labor Warranty: 1-Year Parts Warranty: 1-Year	1	0.00	0.00
<b>CODY JACOBS LABOR</b> Labor for Cody Jacobs - Aug 9 2024	4	0.00	0.00
<b>CHURCH PRUETT LABOR</b> Labor for Church Pruett - Aug 9 2024	6	0.00	0.00
<b>NOAH OPPRIECHT LABOR</b> Labor for Noah Opprieht - Aug 9 2024	6	0.00	0.00
<b>DALE ROTRAMEL LABOR</b> Labor for Dale Rotramel - Aug 10 2024	3	0.00	0.00
<b>CODY JACOBS LABOR</b> Labor for Cody Jacobs - Aug 12 2024	3	0.00	0.00
<b>CHURCH PRUETT LABOR</b> Labor for Church Pruett - Aug 12 2024	3	0.00	0.00

**RECEIVED**  
*gsk*

**SUBTOTAL** 11,255.00  
**TAX** 0.00  
**TOTAL** 11,255.00

**TOTAL DUE** **\$11,255.00**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration from specifications involving extra costs will be executed only upon written orders. This proposal may be withdrawn by us if not accepted within 30 days of the proposal date or if specifically notated.