

MULVANE CITY COUNCIL  
REGULAR MEETING AGENDA  
Monday December 2, 2024

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Roll Call	
Pledge of Allegiance	
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City Christmas Party – Friday, December 13, 2024 – 6:30 p.m. at the Kansas Star Casino	
Next City Council Meeting – Monday, December 16, 2024 – 6:00 p.m.	

**ADJOURNMENT:**

# **MULVANE CITY COUNCIL REGULAR MEETING MINUTES**

November 18, 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:** Tim Huntley, Grant Leach, Kurtis Westfall.

**OTHERS PRESENT:** Austin St. John, Debra Parker, J. T. Klaus, Chris Young, Joel Pile, Gordon Fell, Mike Robinson, Isabel Ebersole, Rachael Blackwell, Lachelle Tootle, Jacob Coy, Jerry Gardinier, Chris Smith, Aaron Lonergan.

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

**APPROVAL OF REGULAR MEETING MINUTES:**

MOTION by Leach, second by Huntley to approve the Regular meeting minutes dated November 4, 2024.

MOTION approved unanimously.

**CORRESPONDENCE:** Mayor Allen had a conversation with an individual that indicated they liked the direction the City was going.

**PUBLIC COMMENTS:** Aaron Lonergan, owner of Sandy Bottoms, was present to clarify information presented at the County Commission meeting on November 13<sup>th</sup> regarding the PUD. It was indicated at the meeting that he was being sued by a farmer for crossing farmland. This information is incorrect. Lonergan is not being sued and wants to work with the City. Lonergan has plans to request annexation in the future.

**APPOINTMENTS, AWARDS AND CITATIONS:** None

## **OLD BUSINESS**

**1. Review Employee Opinion Survey:**

Research Project Manager with the Public Policy and Management Center at WSU, Isabel Ebersole, was present to review the results of the Employee Opinion Survey. The purpose of the survey was to learn about employee opinions and identify specific areas for improvement. City employees were selected to serve as the employee project management team to help coordinate focus groups and guide the development of the survey. The PPMC administered the survey online through individualized links to employees via email. Ebersole advised there was a high-level of response with 75% of employees participating.

Survey results highlighted key areas for improvement, leading to specific recommendations.

1. Strengthen employee confidence in and support for City decisions and plans.
2. Improve employee trust in all levels of leadership.

3. Practice financial transparency to build employee trust in budget management and the City's financial decisions.
4. Foster inter-departmental relationships and understanding.

The information and recommendations in this report provide a baseline for addressing the concerns and needs of employees. The ultimate goal is to improve employee satisfaction and engagement but also strengthen the overall culture and effectiveness of the organization.

City Administrator, Austin St. John, indicated the survey provided good information and will be very useful for implementing recommendations.

## **2. Additional Charges for Generator Repair:**

The Public Works Director, Jacob Coy, reviewed this item with the council. On 8/5/24, the council authorized an agreement with Cooper Machinery Services for the overhaul of Generator #11 at an estimated cost of \$714,184.00. Following the teardown and inspection of Generator #11, several additional repair needs were identified. Additional repair work includes cylinder head repairs, replacement of critical components, and web deflection adjustment. The estimated cost of the additional repairs is \$125,650.85.

It was noted that the Web Deflection Adjustment can be performed independently, and staff found a more cost-effective provider to complete this task.

MOTION by Huntley, second by Westfall to approve the additional repairs to Generator #11 for a total of \$125,650.85, with costs covered by 2024 power plant budget and authorize the Cooper Machinery Service to proceed with revised scope of work.  
MOTION approved unanimously.

## **NEW BUSINESS**

### **1. Request to Waive Liquor License Fee for American Legion:**

Jerry Gardinier, Representative for American Legion Post 136, was present to ask the council to waive the \$500.00 Liquor License fee for the American Legion. The post is dedicated to supporting the membership of the Post as well as all veterans that reside in the City of Mulvane.

MOTION by Huntley, second by Leach to waive the \$500.00 Liquor License Fee for the Paul Stewart Irwin American Legion Post 136.  
MOTION approved unanimously.

### **2. Set Public Hearing to Amend the 2024 Budget:**

Finance Director, Rachael Blackwell, explained that the 2024 City Budget would need to be amended to spend money not in the original budget. Any additional expenditures are to be made from existing revenue and cannot require additional tax levies. The City will have to make a larger transfer from the general fund than originally anticipated to cover the additional expenditures for the Mulvane Swimming Pool. Amending the budget will require a public hearing. The council will need to set the date for the public hearing and provide notice of the hearing at least 10 days prior to the hearing date.

MOTION by Huntley, second by Leach to set the public hearing to amend the 2024 budget on December 2, 2024.

MOTION approved unanimously.

**3. 2024 Kansas Region G Hazard Mitigation Plan Resolution :**

The City of Mulvane is included in the Region G Hazard Mitigation Plan. The Disaster Mitigation Act of 2000 (DMA 2K) requires local governments to have a hazard mitigation plan approved by the Federal Emergency Management Agency (FEMA) to be eligible for certain federal disaster assistance and hazard mitigation funding programs. The Hazard Mitigation Grant Program (HMGP) provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. Authorized under Section 404 of the Stafford Act and administered by FEMA, HMGP was created to reduce the loss of life and property due to natural disasters. The program enables mitigation measures to be implemented during the immediate recovery from a disaster.

This plan identifies the City of Mulvane's capabilities and regulatory capacity. This agreement must be in place to be eligible for federal grants. Adopting the Mitigation Plan by resolution brings the City into compliance with federal regulation.

MOTION by Leach, second by Westfall to approve Resolution No. 2024-13, therefore adopting the Kansas Homeland Security Region G Hazard Mitigation Plan.

MOTION approved unanimously.

**RESOLUTION NO. 2024-13**

**ADOPTING THE KANSAS HOMELAND SECURITY REGION G HAZARD MITIGATION PLAN.**

MOTION by Leach, second by Westfall to approve Resolution No. 2024-14, therefore adopting the Kansas Homeland Security Region G Hazard Mitigation Plan including Sumner County, Kansas.

MOTION approved unanimously.

**RESOLUTION NO. 2024-14**

**ADOPTING THE KANSAS HOMELAND SECURITY REGION G HAZARD MITIGATION PLAN INCLUDING SUMNER COUNTY, KANSAS.**

**4. Agreement with PEC for Downtown Preliminary Engineering Report:**

City Administrator, Austin St. John, reviewed this item with the council. The Mulvane Community Foundation (MCF) and the Mulvane Recreation Commission (MRC) have been working on a Community Development Block Grant (CDBG) application to help improve accessibility to community businesses. ADA upgrades to businesses participating in the program would be to install push-button door openers and any other upgrades needed to accommodate increased accessibility. Nineteen (19) businesses in the community are willing to participate in the program.

The MCF and MRC intend to raise funding for the CDBG 25% grant match. The grant application requires a Preliminary Engineering Report (PER) to be submitted with the application. Bid requests were sent to engineering contractors with only one being received from Professional Engineering Consultants (PEC) for \$13,000. PEC will complete a Preliminary Engineering Report

(PER) in accordance with the CDBG program requirements for ADA upgrades in the City which include reviewing site conditions at proposed business, analyzing ADA upgrade needs, provide estimates, and a final report.

The Mulvane Community Foundation has been working with business owners who would benefit from this program and are requesting the City support the grant application by funding the PER for \$13,000.

The council had questions and would like to hear from a representative from the MCF or MRC regarding this program.

MOTION by Leach, second by Huntley to table the agreement with PEC for a Preliminary Engineering Report.

MOTION approved unanimously.

## **ENGINEER**

### **1. Engineers Agreement for Main “A” Sanitary Sewer Phase 3:**

In November of 2022, the City modified the Main “A” Sanitary Sewer project scope from a single construction installation to multiple project phases. Phase 1 and 2 of the Project have been completed, and the City is ready to move forward with Phase 3.

Main “A” Sanitary Sewer Phase 3 Improvements will construct new sewer improvements from south of Prather St. to Ralph Bell Park. Final bid documents for Phase 3 were completed and advertised for bids on October 14, 2024, with a bid opening on November 14<sup>th</sup>.

Engineering fees include preparing bid documents, providing bid phase services, and construction/oversight services at a cost not to exceed \$64,400.00.

MOTION by Leach, second by Westfall to approve supplemental engineering fees with Young & Associates, PA for Phase 3 Main “A” Sanitary Sewer Improvements in the Not-to-Exceed amount of \$64,400.00.

MOTION approved unanimously.

### **2. Engineering Agreement for Pedestrian Bridge in English Park:**

Prior to 2016, the City maintained a pedestrian bridge crossing of Styx Creek inside English Park. This bridge, located near the east end of Willowdell Dr., linked pedestrians in the Willowdell, Hickory Hills and Cedar Brook subdivisions. The bridge was significantly damaged and taken out of service following two significant floods that occurred in the fall of 2016. Following these floods City staff made multiple applications for State/Federal flood mitigation grants to improve drainage conditions along Styx Creek. The City was not successful in receiving these grants which would have included drainage improvements in English Park and replacement of the damaged pedestrian bridge.

Styx Creek is a FEMA regulated stream with a floodplain spanning the majority of English Park and a floodway located in the westerly part of the Park. City staff is working together with the City Engineer on a permit from the KDA–Division of Water Resources (DWR) for replacing the pedestrian bridge across Styx Creek. Following permit approval, the City will prepare bid

documents for installing a prefabricated, truss style steel pedestrian bridge. The bridge would be approx. 8-ft wide with a total span of approx. 70-ft.

Staff recommends the City Council approve an engineering agreement with Young & Associates, PA for preparing the DWR permit, site engineering design, bid documents, bidding services and construction oversight as outlined in their agreement for the estimated Not-To-Exceed amount of \$31,555.00. Structural and geotechnical engineering design will be provided by a separate contract as needed. The project will be funded through the current 1% sales tax for infrastructure/drainage improvements.

MOTION by Huntley , second by Leach that the City enter into an agreement with Young & Associates, P.A. for engineering and construction oversight services for replacing the pedestrian bridge in English Park as presented.

MOTION approved unanimously.

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

Main “A” Sanitary Sewer Improvements Phase 3 - Bids for the project were received by the City on November 14<sup>th</sup>. Bids will be presented to the City Council on December 2<sup>nd</sup>.

Phase 1 Harvest Point – The Contractor has completed sanitary sewer installations. Storm sewer installations are approximately 80% complete and water line installations are approximately 30% complete. Final street design plans have been completed and the project is out for bids.

Emerald Valley Estates 2<sup>nd</sup> Addition – A pre-construction meeting was conducted on November 6<sup>th</sup>.

## **CITY STAFF**

**City Clerk:** Reminded the council that the survey for the City Christmas Party was sent. A response is needed to get a final count. Mayor Allen advised this is an opportunity to show appreciation to the employees.

### **City Administrator:**

**1. October Finance Report:** Reviewed the finance report with the City Council.

### **City Attorney:**

**1. Executive Session:** City Attorney, J.T. Klaus, requested an Executive Session for a period of fifteen (15) minutes to discuss matters pertaining to land acquisition.

MOTION by Leach, second by Westfall to recess this meeting to an Executive Session to discuss matters pertaining to the acquisition of real property pursuant to K.S.A. 75-4319(b)(6) for the purpose of discussing the acquisition of land for a period not to exceed fifteen (15) minutes and to reconvene at approximately 7:35 p.m. to include the Mayor, City Council, City Administrator, and the City Attorney.

MOTION approved unanimously at 7:20 p.m.

MOTION by Huntley, second by Leach to reconvene the City Council meeting.

MOTION approved unanimously at 7:35 p.m.

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

**CONSENT AGENDA ITEMS:**

MOTION by Leach, second by Westfall to approve consent agenda items 1-6.

1. Payroll Dated 11/8/24 - \$237,323.98
2. Warrant Register for October - \$1,086,600.66
3. Purchase of Ferric Chloride from Brenntag for WWTP - \$12,850.00
4. Liquor License for Wyldewood Cellars
5. Annual Flock Cam Renewal - \$12,000.00
6. McCullough Excavation – Pay Application #4 – Harvest Point - \$276,511.50

MOTION approved unanimously.

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

No Council Workshop for November.

Next City Council Meeting – Monday, December 2, 2024 – 6:00 p.m.

City Christmas Party – Friday, December 13, 2024 – 6:30 p.m. at the Kansas Star Casino

Downtown Tree Lighting - Thursday, November 21, 2024.

**ADJOURNMENT:**

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

MOTION approved unanimously at 7:36 p.m.

Minutes by:

Debra M. Parker, City Clerk

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

City Council Meeting  
December 2, 2024

TO: Mayor & City Council

FR: City Administrator

RE: Kansas All-Star Scholar Fund – Board Appointment

ACTION: **Re-appoint Joe Johnson to the Ks. All-Star Scholarship Board**

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**Background:**

The Kansas All-Star Scholarship Fund is a 501(c)(3), non-profit organization created for the purpose of supporting education and students in Sumner County and Mulvane, Ks. The Fund was created by the Kansas Star Casino in 2011. 100% of its funding is provided by Kansas Star Casino, which has committed \$1.5 million annually to support the objectives of the Kansas All-Star Scholars Fund. The Kansas Star Casino has donated over \$18 million to date.

Funds are distributed to students, teachers and families in Sumner County. All students in grades K-12 enrolled in Sumner County and Mulvane school districts will benefit from a \$100 educational reward card to be used for school enrollment fees and/or at area merchants to purchase back-to-school supplies, school clothes and shoes. Reward cards are distributed in July/August each year. Full-time K-12 classroom teachers employed in the Mulvane and Sumner County school district may apply for a \$500 teacher reward card to help purchase supplies for their classrooms.

Kansas All-Star Scholars Fund provides a one-time \$1,500.00 scholarship award for students who will be enrolled full-time in post-secondary classes in the fall, following high school graduation. To be awarded a scholarship, eligible applicants must complete the online application and submit required documents. Honor students (top 10%) of a graduating class will receive a total of \$2,500, Salutatorian (1 per school) will receive a total of \$5,000.00, and Valedictorian (1 per school) will receive a total of \$6,000.

**Analysis:**

The Fund is a separate entity, independent from the City or County. An autonomous, non-profit Board of Directors oversees the administration of the program. This panel is comprised of local business leaders, education leaders and recognized leaders from the state's higher education community. According to the by-laws the fund is governed by a five (5) member board serving staggered two-year terms. One of those board members is appointed by the Mulvane City Council. The only input the City has regarding the fund is the appointment of one person to the Board. The appointee does not have to be a City Council member.

Joe Johnson was the initial council appointment to the fund board and was reappointed in 2013, 2015, 2017, 2019, 2021, and 2023. Johnson's term expires as of January 1, 2025. The council needs to appoint a board member for a two-year term. Johnson advised he enjoys serving and would like to be re-appointed. The current board members are: Frank Carson, J C Long, Joe Johnson, Colby Zeka and Gary McGuire.

**Financial Considerations:**

The Kansas All- Star Scholarship board members serve without compensation.

**Legal Considerations:**

The Fund is a 501(c) (3), non-profit organization created for the purpose of supporting education and students in Sumner County and Mulvane. In order to comply with the Scholarship Fund by-laws, the City Council must make an appointment.

**Recommendation:**

Motion to re-appoint Joe Johnson to a two-year term to the Kansas All-Star Scholarship Board.

City Council Meeting  
December 2, 2024

TO: Mayor & Council

FR: Finance Director, Rachael Blackwell

RE: Public Hearing to Amend 2024 City Budget

Action – Hold public hearing to amend the 2024 City budget

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**Analysis:**

The City needs to amend the 2024 budget for the following reason:

- The expenditures for the Swimming Pool fund will exceed the approved 2024 budget.

**Legal Considerations:** KSA 79-2929a authorizes municipalities to amend budgets to spend money not in the original budget. The additional expenditures are to be made from existing revenue and cannot require additional tax levies.

A notice of public hearing was published in the *Mulvane News* on November 21<sup>st</sup>, 2024, which was at least 10 days prior to the public hearing. The last time amending the annual budget may occur is on or before December 31<sup>st</sup> of that budget year.

**Financial Considerations:** The cost of the legal publication in the newspaper. The City will also have to make a larger transfer from the general fund than originally anticipated to cover the expenditure.

**Hold Public Hearing:**

Motion to recess the City Council meeting for a period of \_\_\_\_\_ minutes for the purpose of conducting a public hearing regarding the 2024 amended budget.

Listen to any comments or public input.

Motion to reconvene the regular City Council meeting.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to approve the 2024 amended budget.

*Each Council Member present needs to sign the amended certificate.*



Swimming Pool	2024 Adopted Budget	2024 Proposed Budget
Unencumbered Cash Balance January 1	3,347	654
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Admission	35,000	30,024
Lessons	7,000	4,620
Rental	6,000	9,625
Concessions	10,000	9,914
Transfer From General Fund	110,000	131,000
Interest on Idle Funds		
<b>Total Receipts</b>	<b>168,000</b>	<b>185,183</b>
<b>Resources Available:</b>	<b>171,347</b>	<b>185,837</b>
Expenditures:		
Swimming Pool Operations	171,347	185,000
<b>Total Expenditures</b>	<b>171,347</b>	<b>185,000</b>
Unencumbered Cash Balance December 31	0	837

2024

**Notice of Budget Hearing for Amending the**

**2024 Budget**

The governing body of

**City of Mulvane**

will meet on the day of December 2, 2024 at 6:00 PM at 211 N Second St. for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at Mulvane City Hall  
and will be available at this hearing.

**Summary of Amendments**

Fund	2024 Adopted Budget			2024 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Swimming Pool			171,347	185,000
			0	0
			0	0
			0	0
			0	0
			0	0

Rachael Blackwell

Official Title: Finance Director

December 2, 2024

TO: Mayor and Council

FR: City Administrator

RE: PEC Agreement

ACTION: Approve Agreement with PEC for a Preliminary Engineering Report

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**Background:**

The Mulvane Community Foundation (MCF) and Mulvane Recreation Commission (MRC) have been working on a grant application to help improve accessibility to community businesses. The CDBG funding, if approved, would cover access assist doors and any other door updates needed to accommodate increased accessibility.

The CDBG funding has a 25% match, which the MCF and MRC intend to raise funds to cover. The grant application also requires a Preliminary Engineering Report (PER) to be submitted with the application. Previously, the MCF and MRC went out to bid for engineering contractors to perform the PER and only received one response from PEC for \$13,000. The PER will include the analysis of 19 businesses in the community that were willing to participate in the project; the list of businesses participating is included as “Exhibit B” in PEC’s contract. The MCF and MRC are requesting the city support this grant application as the name sponsor and by funding the commission of the PER.

**Analysis**

The Preliminary Engineering Report will help complete the CDBG application for accessibility funding but does not guarantee funding. The 25% match is planned to be raised by the Mulvane Recreation Commission and Mulvane Community Foundation. If successfully funded, this project will help increase accessibility for patrons to these 19 businesses.

**Financial Considerations:**

The Preliminary Engineering Report will cost \$13,000 to perform.

**Legal Considerations:**

As per the City Attorney

**NOTE: This item was tabled at the 11/18/24 meeting. The City Council would like to receive additional information from a MCF or MRC Representative.**

**Recommendation:**

Approve Agreement with PEC for a Preliminary Engineering Report.

October 9, 2024

Austin St. John  
City Administrator  
City of Mulvane  
211 North Second Avenue  
Mulvane, Kansas 67110

Reference: AGREEMENT for City of Mulvane – Downtown PER  
Mulvane, Kansas  
PEC Project No. 36-240958-000-1308 (“the Project”)

Dear Mr. St. John:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RMM:cds

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

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

Printed Name: Benjamin M. Mabry, P.E.

Title: VP Municipal Transportation Engineering

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

ACCEPTED:

CITY OF MULVANE

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

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

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

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

## **EXHIBIT A**

### **A. Project Description:**

1. Complete the Preliminary Engineering Report (PER) in accordance with the Community Development Block Grant (CDBG) program requirements for ADA upgrades in the City of Mulvane, Kansas. The businesses being evaluated for improvements are listed in Exhibit B (attached hereto).

### **B. Anticipated Project Schedule:**

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project within seven (7) days after receiving CLIENT's notice to proceed.
3. PEC and CLIENT anticipate that the report will be completed in approximately four (4) weeks after receiving Notice to Proceed.

### **C. Project Deliverables:**

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
  - a) Preliminary Engineering Report (PER).

### **D. Scope of Services:**

1. ADA Architectural
  - a) Through the use of a sub consultant, attend one on-site CLIENT meeting to review site conditions at proposed businesses outlined in Exhibit B and analyze ADA upgrade needs.
  - b) Provide estimate and supporting writeup to address upgrade needs.
2. Civil Engineering Design Services including:
  - a) Prepare a PER per CDBG program requirements.
  - b) Provide draft PER to the CLIENT for review and comment.
  - c) Attend one City Council meeting to discuss the report findings.
  - d) Provide final PER sealed by a licensed engineer.

### **E. Supplementary Services:**

The following shall be considered supplementary services to from the Scope of Services under this work order to be provided by PEC.

1. Field survey services.
2. Subsurface investigations.
3. Drainage analysis.
4. Design services.
5. Meetings with local/state/federal agencies beyond those identified in the scope of services.
6. Additional services associated with an expansion of/changes to the scope of the Project.

F. **PEC's Fees:**

1. PEC's Fee for its Scope of Services will be on a lump sum basis including expenses in the amount of **\$13,000.00.**

Services	Subtotal
ADA Architectural	\$ 9,600.00
Civil Engineering	\$ 3,400.00
Totals	\$ 13,000.00

2. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

## EXHIBIT B

- A. Edward Jones
- B. Post Office
- C. Lil Duece Scoops
- D. Laurie's Kitchen
- E. Mulvane Museum
- F. Robin's Accounting
- G. Triumph Flowers
- H. Amy's Pizza
- I. Mulvane Pharmacy
- J. Luciano's
- K. Dollar General
- L. Mulvane Mercantile
- M. Empire Tacos
- N. Huckleberry Bakery
- O. Mainstreet Nutrition
- P. Stroots Locker
- Q. The Grill
- R. Ascension Medical
- S. Family Dentistry

December 2, 2024

TO: Mayor and Council

FR: City Administrator

RE: Elected Officials Cellular Telephone Policy

ACTION: Approve Elected Officials Cellular Telephone Policy

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**Background:**

The city of Mulvane currently only has a cell phone policy regarding employee use of cell phones. Mayor Brent Allen requested the use of a city cell phone for city business purposes. The proposed policy allows the city to purchase and maintain a cell phone for the use of the Mayor for city of Mulvane official business.

**Analysis**

The proposed Elected Officials Cellular Telephone Policy allows for the purchase and maintenance of a city cell phone for the mayor. It also provides guidelines for the use of the city cell phone by the mayor.

**Financial Considerations:**

Purchase of current and future cellphones as well as the cost to maintain a line for the mayor's cell phone.

**Legal Considerations:**

As per the City Attorney

**Recommendation:**

Approve Elected Officials Cellular Telephone Policy.

**CITY OF MULVANE, KANSAS  
ELECTED OFFICIALS’  
CELLULAR TELEPHONE POLICY**

**PURPOSE:**

The purpose of the Cellular Telephone Policy is to provide guidance regarding the purchase and use of City of Mulvane, Kansas (the “City”) issued cell phones by elected officials.

**PROTOCOL FOR ASSIGNMENT OF CITY-OWNED CELL PHONE:**

City cell phones may be issued if the elected official’s role carries responsibilities necessary to conduct two-way communication at all times.

The Mayor may be issued a City cell phone upon request. The phone shall have a City-issued number, and the City will be responsible for any billing or maintenance. Based on the needs, it shall be policy to procure the most cost-effective alternative of cell phone and plan. State contracts, pooling of minutes, and free phone offers are examples of the methods that will be used to establish the most cost-effective alternative for cell phones and plans.

**AUTHORIZED USE OF CITY-OWNED CELL PHONES:**

Cell phones provided by the City are the property of the City and are to be used to conduct City business as outlined below:

- A. The Cell phone shall remain in the possession of the Mayor elect and shall be used for official city business and not for any personal use whatsoever. Upon the end of the term, the Mayor shall promptly return the phone to the City Administrator or City Clerk.
- B. Cell phone use in violation of any local, state, or federal law is prohibited. Cell phone use in violation of City policies or for any personal use or financial gain is prohibited.
- C. Cell phones may not be used for blogging, jokes, gambling, games, or social networking (e.g., Facebook, MySpace, Twitter).
- D. Cell phone use for any discriminatory, derogatory, sexual, illegal, unethical or otherwise inappropriate remarks or purposes is strictly prohibited.
- E. Except for matters privileged in the attorney-client relationship, all data viewed, sent or received shall be solely for City business and shall become the property of the City subject to the Kansas Open Records Act.

**RESPONSIBILITIES REGARDING CITY-OWNED CELL PHONES:**

- 1. Protect the City-owned cell phone from theft, loss or damage. In the event that a City cell phone is damaged, lost, stolen or vandalized due to failure to use reasonable precautions, the elected official responsible for such cellular phone will be required to reimburse the

City for its replacement cost on a prorated basis: 100% the first year, 50% the second year, 25% the third year.

2. Immediately report loss, theft, or vandalism of a City-owned cell phone to the City Administrator or City Clerk.
3. User acknowledges cell phone calls are not secure, and that they must use discretion while making calls of a sensitive or confidential nature. All texts, emails, and voicemails on a City cell phone are public record and are subject to public disclosure laws and must be retained in accordance with City retention policies.
4. Immediately return the cell phone to the City Administrator or City Clerk if it is determined that the phone is no longer necessary, is defective, or upon the end of term with the City.
5. The City reserves the right to review all usage of City provided cellular phones including all bills, incoming and outgoing calls and all text messages sent or received and the content thereof.

**ACKNOWLEDGEMENT OF POLICY:**

I acknowledge receipt of the Elected Officials' Cellular Telephone Policy and agree to comply with the stated policies.

Elected Official's Signature \_\_\_\_\_ Date: \_\_\_\_\_

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

City Administrator's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Approved by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## CITY COUNCIL MEETING

Dec. 2, 2024

TO: Mayor and City Council

FR: City Administrator

RE: Employee Wage Adjustment/ Cost-of-Living Increase

Action: Discussion and decision

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### Background:

The Employee Handbook, Sec. D-2 (b) states, “Annual cost-of-living pay increase *may be given* as approved by the City Council”. Because the city council has consistently improved wages in relationship to inflation. Of the 75 full time employees, 15 have been here 20 years or longer, 5 have been here 15 years or longer, 8 have been here over ten years and 24 have been here at least five years.

The wage adjustment/COLA is added to all employees’ base hourly pay. So, even the 13 employees who are “topped out” get a wage increase. An employee who has not topped out is eligible for a 2.5% merit increase based on satisfactory performance.

The City has consistently made it a priority to pay competitive wages to our employees to both retain and attract quality people.

Experienced employees are familiar with our citizens, know many personally. They provide a better service to our citizens and keep new hire and training cost to a minimum. Because of their experience and familiarity with the City and citizens, I hope most employees feel empowered to do their jobs and provide very good customer service. Most staff are cross trained to perform a variety of functions, are willing to take on additional workload when asked and are increasingly proficient in the many aspects of operating a quality public service organization. City employees have really bought into the culture of working safely while being productive. A safe working environment positively impacts Work Comp. insurance premiums.

In 2024, the city of Mulvane conducted an employee survey in which 59% of employees who responded were not satisfied with their pay. While an increased adjustment to COLA would be a small change on the employee level, it could be a step in the right direction as far as satisfaction with pay.

In 2025, the city will see a decrease in premiums for health insurance of 8.4% (\$123,355 savings) and the cost of health insurance didn’t increase in 2024 due to staff taking on extra responsibilities with the city’s health plan (\$146,260 savings).

### Analysis:

Since 1994, the issue of a COLA has been discussed in December of each year by the city council. *If granted* a COLA, it would be implemented as of the first full pay period in January.

### City council needs to decide;

1. Does the council want to give the city employees a wage adjustment/COLA in 2025?
2. If the council wants to grant a COLA, what percentage COLA does the council want to provide the employees?

### Financial Considerations:

The 2024 budget year total gross payroll for all city employees will be approximately \$5.4 million. We are projecting that we will be 15% below budget, which is about \$763,000.

The total 2025 city budget is \$30.6 million with \$6.41 million in payroll. Payroll will be approx. 21% of the city budget. Salaries drive other employee-related expenditures (FICA, Medicare, Worker's Comp. Unemployment Insurance and KPERS). These costs have been budgeted for in the 2025 budget.

The Bureau of Labor Statistics showed there was an 2.6% increase in the Consumer Price Index (CPI) year over year and the Social Security Administration is implementing an increase of 2.5%. The city 2025 budget has 3.5% for employee COLA's but has the space for a higher increase if approved. The city has hovered around the actual CPI except in 2022 and 2023, the CPI increased by 6.6% and 7.4% respectively, and the city council authorized a 3% COLA each of these years.

**Legal Considerations:** The city council has sole discretion regarding the granting of cost-of-living increases to city employees.

### Recommendation:

Mulvane - COLA History for City Employees

COLA	History						
			Regular	Salaries	COLA		
Year	COLA *	CPI	Salaries	With COLA	Salaries		
2011	3.00%		\$2,924,281.04	\$3,012,009.47	\$87,728.43		
2012	3.60%		\$3,065,313.02	\$3,175,664.29	\$110,351.27		
2013	3.00%		\$3,370,573.04	\$3,471,690.23	\$101,117.19	Admin	\$482,000.00
2014	3.00%		\$3,729,281.76	\$3,841,160.21	\$111,878.45	Public Wo	\$760,000.00
2015	0.00%	1.20%	\$4,215,000.68	\$4,215,000.68	\$-	Fire	\$249,000.00
2016	2.50%	0%	\$4,134,990.56	\$4,238,365.32	\$103,374.76	Police	\$1,260,000.00
2017	1.00%	1.20%	\$4,336,448.89	\$4,379,813.38	\$43,364.49	EMS	\$1,140,000.00
2018	2.00%	1.90%	\$4,420,190.29	\$4,508,594.10	\$88,403.81	P&Z	\$45,000.00
2019	2.00%	2.20%	\$4,643,769.66	\$4,736,645.05	\$92,875.39	Sr. Center	\$55,000.00
2020	1.60%	1.50%	\$4,525,078.63	\$4,597,479.89	\$72,401.26	Elec. Prod	\$227,000.00
2021	1.30%	1.00%	\$4,600,000.00	\$4,659,800.00	\$59,800.00	Elec. Dist	\$370,000.00
2022	3.00%	6.60%	\$4,792,663.23	\$4,936,443.13	\$143,779.90	Water	\$351,000.00
2023	3.00%	7.40%	\$4,960,000.00	\$5,108,800.00	\$148,800.00	Sew Plant	\$265,000.00
2024	3.00%	2.90%	\$5,218,000.00	\$5,374,540.00	\$156,540.00	Sew Cole	\$200,000.00
2025	3.00%	2.60%	\$5,404,000.00	\$5,566,120.00	\$162,120.00	Estimated 2024 Payroll	
	3.50%			\$5,593,140.00	\$189,140.00		
	4.00%			\$5,620,160.00	\$216,160.00		\$5,404,000.00
	4.50%			\$5,647,180.00	\$243,180.00		
	5.00%			\$5,674,200.00	\$270,200.00		
* The COLA is the next years in order to show approximately how much the COLA will increase the salaries.							

Motion to grant a \_\_\_\_\_ % COLA to employees for 2025.

MEMO

Mayor and City Council,

From: Jacob Coy, Director of Public Works & Utilities

Date: 12/2/2024

Subject: Purchase of Mini Excavator

I'd like to request approval for Public Works and Utilities to purchase a mini excavator for shared use between departments.

This equipment is compact, runs on tracks, and can rotate 360 degrees, making it perfect for working in tight spaces where traffic or underground utilities make it difficult to use a traditional backhoe. A mini excavator is much easier to maneuver and causes less damage when digging around water lines, cans, or other utilities.

In addition to digging and excavating, the mini excavator can use various attachments. For example, we can mount a brush hog deck to better maintain steep drainage canals like those at Charles, Styx Creek, English Park, and Country Walk. Right now, we rely on crews with weed eaters for these areas, which is time-consuming and less efficient.

The purchase of a mini excavator was planned as part of the 2024 budget, and quotes from vendors are attached. After evaluating all quotes and demonstrations, we would like to move forward with the Bobcat model based on its value, features, and cost. Additionally, Bobcat has a local dealer (White Star Machinery) for reliable parts and service, which minimizes downtime. This purchase will allow our crews to work faster, safer, and with less disruption in areas where space is limited, while also improving drainage maintenance.

Financial considerations: Public Works and Utilities has money budgeted for this purchase, the cost of the machine will be divided between 3 divisions, Streets, Electric and Water.

Department	Account	2024 Budget	2024 Remaining	Costs
Street	New Equipment 210-02-616	\$75,000	\$75,000	\$21,800.00
Electric	New Equipment 511-10-616	\$50,000	\$45,274.22	\$21,800.00
Water	New Equipment 512-13-616	\$80,000	\$73,802.64	\$21,800.00

Sample Motion: "I move to approve the purchase of the Bobcat E40 Series mini excavator from White Star Machinery for \$65,400.00, with the expense to be shared equally among the Streets, Electric, and Water divisions"



Quotation Number: **EC875633**  
 Quote Sent Date: **Nov 25, 2024**  
 Expiration Date: **Dec 31, 2024 DO Stock**  
 Prepared By: **Edi Clark**  
 Phone: 316-712-8723  
 Email: eclark@whitestarmachinery.com

Customer  
**CITY OF MULVANE 599469**  
 211 N 2ND AVE  
 MULVANE, KS, 67110-1500

Contact

Dealer  
**White Star Machinery & Supply,**  
**Wichita, KS**

Item Name	Item Number	Quantity	Price Each	Total
<b>E40 R2-Series Bobcat Compact Excavator</b>	M3415	1		
<b>Standard Equipment:</b>				
40.4 HP			Fingertip Boom Swing Control	
Turbocharged, Bobcat 1.8L, Tier 4 Diesel Engine, Non-DPF			Horn	
Auto Idle			Hydraulic Joystick Controls	
Auto-Shift, Two-Speed Travel			Keyed Ignition	
Auxiliary Hydraulics with Selectable Flow			Lift Eye	
w/ Arm Mounted Flush Face Quick Couplers			Long Arm	
Canopy			Rubber Tracks	
Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension			Spark Arrestor Exhaust System	
Seat			Vandalism Protection	
Roll Over Protective Structure (ROPS) - Meets Requirements of			LED Work Lights	
ISO 12117-2: 2008			X-Change Attachment Mounting System	
Tip Over Protective Structure (TOPS) - Meets Requirements of			Telematics with 2-year Machine IQ Basics Subscription +90-Day	
ISO 12117: 2000			Machine IQ Health & Security Trial	
Falling Object Protective Structure (FOPS) - Meets			<b>Warranty: 5 years, or 2000 hours whichever occurs first</b>	
Requirements of ISO 10262:1998			Control Pattern Selector Valve (ISO/STD)	
Control Console Locks			Standard Instrument Panel	
Engine/Hydraulic Monitor with Shutdown			Dozer Blade with Float	
Fingertip Auxiliary Hydraulic Control				
<b>Cab Plus Package</b>	M3415-P11-C07	1		
Included: Cab Plus Package:, Enclosed Cab with Auto HVAC, 3yr Machine IQ Health and Security Subscription, Deluxe Instrument Panel with Keyless Start, Cloth Suspension Seat, Travel Motion Alarm, Radio				
<b>Hydraulic Clamp Long Arm w/ Diverter</b>	M3415-R08-C15	1		
<b>Hydraulic X-Change - Long Arm</b>	M3415-R06-C04	1		
<b>48" MX3 XCHG GRADING</b>	7333979	1		
<b>Power-Tilt PTX3</b>	7319636	1		
<b>Excavator Hose Kit (Check Description)</b>	7331056	1		
			<b>Quote Total</b>	<b>\$62,900.00</b>
			<b>Quote Total with Angle Blade</b>	<b>\$65,400.00</b>

One of these is included in the above pricing – your choice

**30" Bucket 7323822 \$1,365.00**

**36" Bucket 7323825 \$1,635.00**





Quote 216244-02

Nov 21, 2024

CITY OF MULVANE  
ATTN OFFICE OF CITY CLERK  
211 N 2ND  
MULVANE  
Kansas  
67110

Attention: JACOB COY

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 304-07LCA Excavators

**STOCK NUMBER:** XGN0452

**SERIAL NUMBER:** 0AN404618

**YEAR:** 2024

**SMU:** 10.40

We wish to thank you for the opportunity of quoting on your equipment needs. This quote is contingent upon Customer's acceptance of Foley's standard terms and conditions. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,  
Grant Knoblauch  
Regional Sales Representative

## Caterpillar Model: 304-07LCA Excavators

### STANDARD EQUIPMENT

**POWERTRAIN**, Cat C1.7T diesel engine, -U.S. EPA tier 4 final, -EU stage V, -ISO 9249/EEC 80/1270, -Rated net power 34.1kW, -2,400 rpm - ISO 9249/EEC 80/1269, -Electronic engine, turbo, DOC (diesel, oxidation catalyst), Automatic engine idle, Automatic engine shut-off, Automatic swing brake, Automatic two speed travel, Fuel and water separator with indicator, Radial seal, double element air filter, with restrictions indicator,

**HYDRAULICS**, Smart tech electronic pump, Variable displacement piston pump, Load sensing & flow sharing hydraulics, Power on demand, Hydraulic temperature monitoring, Accumulator - certified

**ELECTRICAL**, 12 volt electrical system, 85 ampere alternator, 650 CCA maintenance free battery, Battery disconnect, Circuit breaker, Ignition key stop switch, Signalling/warning horn, Work lights, -Cab, boom left, -Courtesy safety light

**OPERATOR ENVIRONMENT**, Sealed and pressurized unitized cab, Operator sound pressure 72 dB(A) ISO6396, Integrated lower front window, Rear window emergency exit, Radio - bluetooth, USB, aux, mic, 12V power socket, Ergonomic joystick control levers, Adjustable wrist rests, Pattern changer, Color LCD monitor, -Fuel level, coolant temperature and, warning indicator, -Maintenance and machine monitoring, -Performance & machine adjustments, -Numeric security code, -Multiple languages, -Hour meter, -Jog dial control interface, Coat hook, Cup holder, Hydraulic lockout controls, Literature holder, Molded footrests, Removable washable floormat, Retractable fluorescent "high, visibility" seat belt, Travel control pedals with hand levers, Utility space for mobile phone, skylight, mounting bosses for top & front guards

**FLUIDS**, Extended life coolant - 37C, Hydro advanced hydraulic oil

**OTHER STANDARD EQUIPMENT**, Cat key with passcode option, Locks on external enclosure doors, Lockable fuel cap, Beacon socket, Ecology drain - engine oil, Side by side engine & hydraulic, oil cooler, Stick steer mode, Cruise control mode, Power on demand, Rear reflectors, Roll-over protective structure (ROPS), (ISO 12117-2), Product Link PL243 (regulations apply), Auxiliary hydraulic lines, -1-way and 2-way (combined function), -Auxiliary line quick disconnects, -Adjustable auxiliary flow, -Continuous flow, -Adjustable auxiliary relief, Thumb ready stick,

## MACHINE SPECIFICATIONS

Description	Reference No
304 07A MHE DCA4B	638-2104
MIRROR, CAB, RIGHT	428-7870
BELT, SEAT, 3" RETRACTABLE	510-6085
WATER JACKET HEATER, 120V	519-8302
CAT KEY, WITH PASSCODE OPTION	522-6460
BOOM, SWING	542-6668
LINES, BOOM	542-6682
CAB, WITH HEAT AND A/C	542-6690
TRACK, 14", RUBBER BELT	542-6699
FILM, INC. CANADA	552-5984
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, <b>STICK STEER CONTROL</b>	557-1710
SOFTWARE, 2 WAY CONTROL	557-1711
SOFTWARE, CODED START	557-1713
304 07A MINI EXCAVATOR	577-9914
UNDERCARRIAGE AR	542-6655
HYDRAULIC OIL, STD	577-9915
HYDRAULIC AR	577-9916
FILM GP-QR	624-4514
ALARM, TRAVEL	579-8852
ELECTRICAL ARR, C1.7 HRC	579-8858
LIGHTS, LED	579-8868
LIGHTS, LED, REAR	579-8870
MONITOR NEXT GEN, CAMERA READY	579-8876
CAMERA, REAR VIEW	579-8892
LINES, STICK	584-3655
LINKAGE BUCKET W/LIFTING EYE	584-4307
CONTROL, QC, 3 LINE	584-4312
LINES, QC, LNG STK, 3 LINE	586-0420
COUNTERWEIGHT, EXTRA, 500LBS	586-1369
INSTRUCTIONS, ANSI	595-7029
HYDRAULIC OIL	595-9912
<b>STICK, LONG, 1- AUX, ANGLE BLD</b>	596-7607
<b>BLADE, ANGLE, BOCE</b>	597-0754
ENGINE, EPA TIER 4 FINAL	611-2419
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SHIPPING/STORAGE PROTECTION	0P-2266
PACKING, LAST MILE PROGRAM	0P-4299
INTEGRATED RADIO V2	639-4462
PRODUCT LINK, CELLULAR PL243	579-8887
2024 MODEL	
QUICK COUPLER - XGN01939	XGN0-1939
<b>BK303P30</b> - VGN02321	0P0227
<b>TH303H</b> - XGN03104	0P0227
<b>BUCKET-DCT</b> , 47", 5.9 FT3, 3T	621-0448

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SELL PRICE	\$74,909.78
EXT WARRANTY	Included
CSA	Included
<b>NET BALANCE DUE</b>	<b>\$74,909.78</b>
<b>PLUS APPLICABLE TAXES CALCULATED AT DELIVERY</b>	<b>\$74,909.78</b>

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**WARRANTY**

Standard Warranty:	24 Month 2000 Hour Premier
Extended Warranty:	304-84 MO/3000 HR PREMIER
CSA	CVA BASIC NO OIL 1000 HOURS/2 YEAR

**F.O.B/TERMS**

Wichita, KS

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature

CITY COUNCIL MEETING  
MULVANE, KANSAS  
December 2, 2024

**TO:** Mayor and City Council  
**SUBJECT:** Phase 3 - Main “A” Sanitary Sewer Improvements  
**FROM:** Chris Young, City Engineer - Young & Associates, PA  
**ACTION:** Review Bids and Issue Notice of Award

**Background:**

The Main A Sanitary Sewer project is the result of a 2001 Sanitary Sewer System Analysis and a study update completed in 2021. The Main A project replaces the existing Main A sewer downstream of Ralph Bell Park to the WWTP and provides a dedicated by-pass line from Ralph Bell to the north line of the Settlers Addition (north of K-15). The proposed Main A improvements provide increased capacity to address new land development in the NE area of the City and creates a second crossing of the BNSF railroad and K-15.

In November of 2022 the City modified the Main A project scope from a single construction installation to (4) four project phases. The smaller Phases 1, 2 and 3 and extended contract times have resulted in significantly lower unit prices than was bid in 2022 for the single Main “A” project. Phase 1 Main A was bid in December of 2022 and completed in September of 2023. Phase 2 Main A was bid in October of 2023 and completed in April of 2024. (see “Project Phasing Map” below).

**Analysis:**

In the summer of 2024, the City directed Y&A to prepare bid documents for Phase 3. This phase will construct a new sewer from south of Prather St. to Ralph Bell Park. Due to the large amount of pavement replacement needed, the City requested bidders provide an “Add Alternate” bid for pavement replacement. Final bid documents for Phase 3 were completed and advertised on October 14, 2024. Phase 3 bids were received on November 14<sup>th</sup> and tabulated (see attached bid tabulation form). Following is a summary of the bids received:

	Total Base Bid	Total Base Bid w/Alternate Align
Engineer’s Estimate	\$1,097,528.63	\$1,263,973.63
<b>Apex Excavating, LLC</b>	<b>\$1,062,070.00</b>	<b>\$1,187,155.00</b>
Nowak Const. Co. Inc.	\$2,081,268.15	\$2,225,113.95

Following is a tentative time-line for Phase 3:  
Notice of Award..... Dec. 2, 2024  
Approve Const. Agreement..... Dec. 16, 2024  
Notice to Proceed (30-day late start)..... Jan. 15, 2025  
Complete Phase 2 Main A Improvements (120-calendar days)..... May, 2025



Main “A” Sanitary S ewer Improvements - Project Phasing Map

**Financial Considerations:**

Project costs opinions for Phase 3 Main A are currently estimated at \$1,457,000. This estimate included approx. \$1,267,000 for construction and \$190,000 (15%) for project expenses. The project is being financed by General Obligation Bonds.

**Legal Considerations:**

Per City Attorney.

**Recommendation/Action:**

We have met with the City’s Public Works and Administrative staff and obtained a consensus recommending the City Council accept the low bid submitted and issue a Notice of Award to Apex Excavating, LLC as outlined in the following Sample Motion:

*Sample Motion -*

*I move the City accept the low bid submitted by Apex Excavating, LLC in the amount of \$1,187,155.00 for Phase 3 Main "A" Sanitary Sewer Improvements and authorize the issuance of a Notice of Award.*

**Tabulation of Bids**

Phase 3 - Main "A" Sanitary Sewer Improvements  
City of Mulvane, Kansas

Date: November 14, 2024

Phase 3 - Main "A" Sanitary Sewer Improvements				Engineer's Estimate		Apex Excavating, LLC		Nowak Construction Company, Inc.	
Item No.	Description	Approx. Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	21" Sanitary Sewer	2,023	LF	\$ 225.00	\$ 455,175.00	\$ 150.00	\$ 303,450.00	\$ 466.00	\$ 942,718.00
2.	20" Certalock SS Pipe	81	LF	225.00	18,225.00	250.00	20,250.00	460.00	37,260.00
3.	12" Sanitary Sewer	64	LF	150.00	9,600.00	95.00	6,080.00	235.00	15,040.00
4.	8" Sanitary Sewer	96	LF	135.00	12,960.00	75.00	7,200.00	155.00	14,880.00
5.	6" Sanitary Sewer	10	LF	100.00	1,000.00	70.00	700.00	130.00	1,300.00
6.	30" Steel Casing Pipe	81	LF	650.00	52,650.00	345.00	27,945.00	755.00	61,155.00
7.	Connect to Exist. Sanitary Sewer	3	LS	3,000.00	9,000.00	3,255.00	9,765.00	9,000.00	27,000.00
8.	Connect to Exist. Manholes	4	LS	3,500.00	14,000.00	3,740.00	14,960.00	8,050.00	32,200.00
9.	5' Dia. Standard Manholes	4	EA	11,000.00	44,000.00	15,195.00	60,780.00	30,300.00	121,200.00
10.	5' Dia. Outside Drop Manholes	4	EA	14,000.00	56,000.00	21,090.00	84,360.00	52,200.00	208,800.00
11.	Connect to Existing 4" Service	2	EA	750.00	1,500.00	1,575.00	3,150.00	5,350.00	10,700.00
12.	21" x 4" Tee & Riser	16	EA	3,000.00	48,000.00	3,070.00	49,120.00	7,700.00	123,200.00
13.	15" Pipe Plug	2	EA	1000	2,000.00	875.00	1,750.00	3,550.00	7,100.00
14.	12" Pipe Plug	18	EA	800	14,400.00	685.00	12,330.00	2,950.00	53,100.00
15.	8" Pipe Plug	2	EA	600	1,200.00	545.00	1,090.00	2,300.00	4,600.00
16.	Gravel Surfacing Removal	377	SY	20.00	7,540.00	20.00	7,540.00	5.05	1,903.85
17.	Asphalt Pavement Removal	1,787	SY	10.00	17,870.00	25.00	44,675.00	18.50	33,059.50
18.	Concrete Curb & Gutter Removal	268	LF	35.00	9,380.00	20.00	5,360.00	13.90	3,725.20
19.	Concrete Pavement Removal	658	SF	10.00	6,580.00	20.00	13,160.00	16.50	10,857.00
20.	Remove & Replace Concrete Toe Wall	34	LF	600.00	20,400.00	55.00	1,870.00	540.00	18,360.00
21.	Concrete Valley Gutter Removal	55	SY	15.00	825.00	125.00	6,875.00	105.00	5,775.00
22.	Concrete Sidewalk Removal	1,426	SF	5.00	7,130.00	10.00	14,260.00	7.35	10,481.10
23.	Gravel Surfacing Replace	377	SY	20.00	7,540.00	30.00	11,310.00	13.90	5,240.30
24.	Asphalt Pavement Patch	172	SY	90.00	15,480.00	60.00	10,320.00	74.80	12,865.60
25.	6" Concrete Pavement	658	SF	35.00	23,030.00	8.00	5,264.00	11.20	7,369.60
26.	7" Concrete Valley Gutter	57	SY	85.00	4,845.00	90.00	5,130.00	105.00	5,985.00
27.	Concrete Curb & Gutter	73	LF	90.00	6,570.00	82.50	6,022.50	44.00	3,212.00
28.	4" Concrete Sidewalk	46	SF	25.00	1,150.00	25.00	1,150.00	13.10	602.60
29.	Handicap Ramp	1	EA	2,500.00	2,500.00	950.00	950.00	2,100.00	2,100.00
30.	Flushed and Vibrated Sand Backfill	1,034	LF	75.00	77,550.00	130.00	134,420.00	87.60	90,578.40
31.	Abandon Exist. Sanitary Sewer Manhole	6	EA	3,000.00	18,000.00	7,335.00	44,010.00	4,700.00	28,200.00
32.	Seeding and Erosion Control	1	LS	9,481.00	9,481.00	8,839.00	8,839.00	22,200.00	22,200.00
33.	Site Clearing and Restoration	1	LS	121,947.63	121,947.63	137,984.50	137,984.50	158,500.00	158,500.00
Sub-Total Part A Bid				\$	1,097,528.63		\$ 1,062,070.00		\$ 2,081,268.15

**Tabulation of Bids**

Phase 3 - Main "A" Sanitary Sewer Improvements  
City of Mulvane, Kansas

Date: November 14, 2024

Add Alternate Bid				Engineer's Estimate		Apex Excavating, LLC		Nowak Construction Company, Inc.	
Item No.	Description	Approx. Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A.1	5" AC Pavement on 5" Rein. Crushed Rock Base	1,565	LF	70.00	\$ 109,550.00	\$ 60.00	\$ 93,900.00	\$ 71.40	\$ 111,741.00
A.2	7" Reinforced Concrete Valley Gutter	38	SY	85.00	3,230	170.00	6,460.00	105.00	3,990.00
A.3	Concrete Curb & Gutter Replacement	176	LF	90.00	15,840	50.00	8,800.00	43.40	7,638.40
A.4	4" Concrete Sidewalk	1,213	SF	25.00	30,325	10.00	12,130.00	12.80	15,526.40
A.5	Concrete Handicap Ramp	3	EA	2,500.00	7,500	1,265.00	3,795.00	1,650.00	4,950.00
Sub-Total Add Alternate A.1 Bid					\$ 166,445.00		\$ 125,085.00		\$ 143,845.80
Receipt of 5% Bid Bond						X		X	
Acknowledge Receipt of Addendum No. 1						X		X	
Total Phase 3 - Main "A" Sanitary Sewer Improvements Base Bid					\$ 1,097,528.63		\$ 1,062,070.00		\$ 2,081,268.15
Total Phase 3 - Main "A" Sanitary Sewer Improvements Base Bid, including Add Alternate Bid					\$ 1,263,973.63		\$ 1,187,155.00		\$ 2,225,113.95

amounts shown are corrected values



## NOTICE OF AWARD

**TO: Apex Excavating, LLC  
302 W 61st Street N  
Park City, KS 67204**

**PROJECT: PHASE 3 - MAIN "A" SANITARY SEWER IMPROVEMENTS  
CITY OF MULVANE, SEDGWICK-SUMNER COUNTY, KANSAS**

You are notified that your bid dated November 14, 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 \$1,187,155.00 (=Total Base Bid with Add Alternate Bid).

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

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by December 12, 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 2<sup>nd</sup> day of December , 2024.

**City of Mulvane, Kansas**

OWNER

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

ACCEPTANCE OF AWARD

\_\_\_\_\_  
CONTRACTOR

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

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

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

**CITY COUNCIL MEETING**  
**MULVANE, KANSAS**  
 December 2, 2024

**TO:** Mayor and City Council  
**SUBJECT:** Harvest Point Addition, Phase 1 Infrastructure  
**FROM:** City Engineer - Young & Associates, PA  
**AGENDA:** ACTION ITEM – Review Construction Bids for “Street Improvements”, Approve NOA

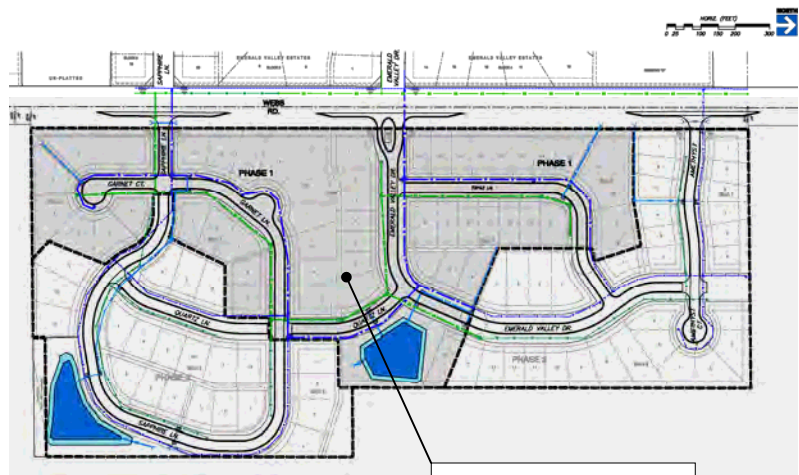
**Background:**

In December of 2023 the City approved resolutions for financing the first phase of infrastructure improvements for the Harvest Point residential development. Mass Grading and Detention Ponds, Sanitary Sewer, Storm Sewer and Water Line improvements are under construction with an anticipated completion date of December 30, 2024.

**Analysis:**

Final bid documents for Street Improvements were advertised to local pavement contractors on October 29, 2024. Construction bids were received on November 21<sup>st</sup>, see attached Bid Tabulation form. Following is a summary of the bids received:

	Total Base Bid
Engineer's Estimate.....	\$538,143.70
<b>Kansas Paving.....</b>	<b>\$515,468.00</b>
Apac-Kansas.....	\$538,802.03
Pearson Const. Co.....	\$552,399.80



Following is a tentative time-line for Street Improvements:

Notice of Award.....	December 2, 2024
Approve Const. Agreement.....	December 16, 2024
Notice to Proceed.....	December 26, 2024
Complete Street Improvements (60-calendar days).....	February 24, 2025

**Financial Considerations:**

Preliminary cost opinions for Phase 1 Harvest Point infrastructure were prepared with the final plat and used in the petitions submitted for Phase 1. Resolutions for Phase 1 petitions were approved on December 4, 2023. Project costs for street improvements totaled \$727,150 including \$538,629 for construction and \$188,520 in project expenses. All project costs are paid 100% by the development through special assessment property taxes.

**Legal Considerations:**

Per City Attorney.

**Recommendation/Action:**

City staff recommends accepting the low bid submitted by Kansas Paving and approving a Notice of Award as outlined in the following sample motion:

*Sample Motion:*

*I move the City accept the bid submitted by Conspec Inc. DBA Kansas Paving in the amount of \$515,468 for “Street Improvements” to serve the Phase 1 Harvest Point Addition, and authorize the issuance of a Notice of Award.*

Street Improvements to serve,  
Phase 1 Harvest Point, Mulvane, Kansas

## Bid Tabulation

Bid Date: November 21, 2024

Street Improvements				Engineer's Estimate		Kansas Paving		Apac-Kansas		Pearson Construction	
Item No.	Description	Quantity	Units	Estimated Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1.	6" Asphaltic Concrete Pavement	1,092.0	SY	\$ 27.00	\$ 29,484.00	\$ 27.00	\$ 29,484.00	\$ 25.00	\$ 27,300.00	\$ 27.00	\$ 29,484.00
2.	5" Asphaltic Concrete Pavement	8,744.2	SY	25.00	218,605.00	19.00	166,139.80	20.00	174,884.00	22.00	192,372.40
3.	8" Rein. Crushed Rock Sub-Grade	1,909.9	SY	8.00	15,279.20	11.00	21,008.90	12.50	23,873.75	12.00	22,918.80
4.	5" Rein. Crushed Rock Sub-Grade	10,874.2	SY	6.00	65,245.20	8.00	86,993.60	8.50	92,430.70	7.50	81,556.50
5.	2'-6" Combined Curb & Gutter, 6" Standard	1,303.3	LF	16.00	20,852.80	10.00	13,033.00	14.75	19,223.68	12.00	15,639.60
6.	2'-6" Combined Curb & Gutter, 3-5/8" Roll-Back	4,484.8	LF	12.00	53,817.60	8.00	35,878.40	13.50	60,544.80	12.00	53,817.60
7.	2'-6" Combined Curb & Gutter, 6-5/8" Median	205.4	LF	16.00	3,286.40	22.00	4,518.80	21.00	4,313.40	16.00	3,286.40
8.	7" Rein. Concrete Valley Gutter	491.2	SY	70.00	34,384.00	60.00	29,472.00	64.00	31,436.80	63.00	30,945.60
9.	Earthwork	1	LS	9,600.00	9,600.00	4,500.00	4,500.00	12,500.00	12,500.00	24,000.00	24,000.00
10.	Existing AC Pavement Removal	79.3	SY	15.00	1,189.50	15.00	1,189.50	19.00	1,506.70	15.00	1,189.50
11.	Light-Type Rock Rip Rap	8.4	SY	100.00	840.00	150.00	1,260.00	88.00	739.20	81.00	680.40
12.	Gravel (Temporary Cul-De-Sac)	970.0	SY	8.00	7,760.00	12.00	11,640.00	13.00	12,610.00	11.00	10,670.00
13.	Type 1A Curb Inlet Hookups	11	EA	850.00	9,350.00	600.00	6,600.00	475.00	5,225.00	950.00	10,450.00
14.	Type 3 Barricade	5	EA	1,200.00	6,000.00	1,000.00	5,000.00	1,000.00	5,000.00	2,750.00	13,750.00
15.	Street Signs	16	EA	700.00	11,200.00	550.00	8,800.00	550.00	8,800.00	250.00	4,000.00
16.	Pvm't Marking (Thermoplastic) (White) (6")	140.0	LF	5.00	700.00	5.00	700.00	5.00	700.00	10.00	1,400.00
17.	Pvm't Marking (Thermoplastic) (White) (Turn Arrow)	4	EA	500.00	2,000.00	350.00	1,400.00	350.00	1,400.00	1,000.00	4,000.00
18.	HC Ramps	9	EA	950.00	8,550.00	600.00	5,400.00	925.00	8,325.00	1,250.00	11,250.00
19.	Seeding and Erosion control BMP's	1	LS	15,000.00	15,000.00	9,200.00	9,200.00	13,989.00	13,989.00	13,989.00	13,989.00
20.	Site Clearing and Restoration	1	LS	25,000.00	25,000.00	73,250.00	73,250.00	34,000.00	34,000.00	27,000.00	27,000.00
TOTAL BASE BID				\$ 538,143.70		\$ 515,468.00		\$ 538,802.03		\$ 552,399.80	

Receipt of 5% Bid Bond

Acknowledge Receipt of Addendum No. 1

X
X

X
X

X
X



## NOTICE OF AWARD

**TO: Conspec Inc. dba Kansas Paving  
4880 N. Broadway  
Park City, Kansas 67219**

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

You are notified that your bid dated November 21, 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 \$515,468.00 (=Total Base Bid).

Three copies of each proposed Contract Documents (except Drawings and Specifications Manual)s accompany this Notice of Award. Three (3) sets of the Drawings and Specifications Manuals will be delivered separately or otherwise made available to you upon request.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by December 12, 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 2<sup>nd</sup> day of December, 2024.

**City of Mulvane, Kansas**  
OWNER

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

ACCEPTANCE OF AWARD

\_\_\_\_\_  
CONTRACTOR

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

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

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

**CITY COUNCIL MEETING  
MULVANE, KANSAS  
December 2, 2024**

**TO:** Mayor and City Council  
**SUBJECT:** Emerald Valley Estates 2<sup>nd</sup> Addition Infrastructure  
**FROM:** City Engineer - Young & Associates, PA  
**AGENDA:** ACTION ITEM – Issue a Notice to Proceed (NTP) with McCullough Excavation, Inc.

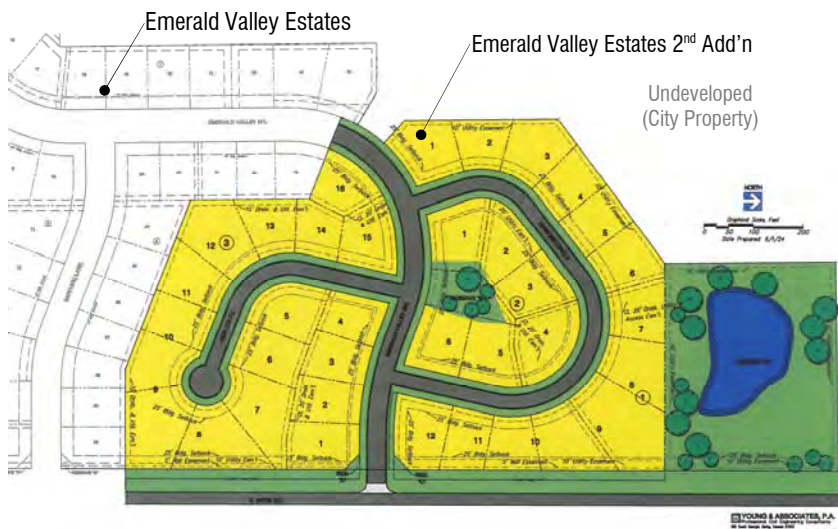
**Background:**

On May 20<sup>th</sup>, 2024 the City Council approved plat dedications for Emerald Valley Estates 2<sup>nd</sup> Addition. This re-plat of Phases 3 and 4, Emerald Valley Estates created 36 lots, open space reserves and a detention pond reserve. Design plans for Mass Grading, Detention Pond and Utility Improvements were completed and advertised for bids on September 12<sup>th</sup>. Bids were opened on October 3, 2024, with the low bid submitted by McCullough Excavation.

**Analysis:**

A construction agreement between the City and McCullough Excavation was approved on October 21<sup>st</sup> pending approval of amended petitions and developer's agreement. On Nov 4<sup>th</sup> the City Council approved the amended documents as required.

Provisions in the bid documents allow the Contractor to delay the start of construction up to a max. (30) days or by December 4, 2024. Based on issuing a NTP on 12/4/24, the substantial completion date would be 6/2/2025.



**Financial Considerations:**

The total bid price submitted by McCullough for constructing Bid Package No. 1 (Mass Grading & Detention Pond, Sanitary Sewer, Storm Sewer and Water Line Improvements) is \$1,174,970. With the exception of water improvements, all project costs are paid 100% by the development through special assessment property taxes. Project costs for the "Water Line Improvements" are shared 95% by the Benefit District and 5% by the City at Large. Project costs for the "12" Water Transmission Line Improvements" are shared 78% by the Benefit District and 22% by the City at Large. The City's portion for water improvements is based on up-sizing the proposed water lines from 8" to 12" to serve future growth areas.

**Legal Considerations:**

Per City Attorney.

**Recommendation/Action:**

City staff recommends approving a Notice to Proceed with McCullough Excavation as outlined in the following sample motion:

*Sample Motion: I move the City approve a Notice to Proceed with McCullough Excavation, Inc. and authorize the Mayor to sign.*

## NOTICE TO PROCEED

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

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

**PROJECT: GRADING AND UTILITY IMPROVEMENTS, TO SERVE EMERALD  
VALLEY ESTATES 2<sup>ND</sup> ADDITION, CITY OF MULVANE,  
SEDGWICK COUNTY, KANSAS**

You are notified that the Contract Time under the above contract will commence to run on December 4, 2024. By that date, you are to start performing the Work and your other obligations under the Contract Documents. The date of Substantial Completion and Final Completion are set forth in the Agreement; they are June 2, 2025 and July 2, 2025 respectfully.

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

City of Mulvane  
Owner

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

**CITY COUNCIL MEETING**  
**MULVANE, KANSAS**  
 December 2, 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

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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>	<p><u>Completed to Date:</u> See attached Council memo regarding bids received and Notice of Award (NOA) to Apex Excavating.</p> <p><u>Remaining Work:</u> Approve NOA, construction agreement and Notice to Proceed.</p> <p><u>Contract Status:</u> Construction contracts pending.</p> <p>Note: The Phase 2 Contractor, Apex Excavating, is addressing some warranty work including some trench settling across First St. and in Bridge street.</p>
<b>Phase 1 Harvest Point Addition Infrastructure</b> <i>(Municipal Bonds)</i>	<p><u>Completed to Date:</u> See attached Council memo regarding bids received and Notice of Award (NOA) to Kansas Paving for street improvements. The Contractor has completed sanitary sewer installations. Storm sewer installations are approx. 80% complete and water line installations are approx. 50% complete.</p> <p><u>Remaining Work:</u> Complete Mass Grading, Detention Ponds and Water Line installations (scheduled to be completed by December 3<sup>rd</sup>). Complete construction agreement with Kansas Paving, conduct a pre-construction meeting and initiate street construction.</p> <p><u>Contract Status:</u> McCullough Excavation’s current contract amount is \$1,672,980.25. Pay Application No. 4 has been approved and represents approx. 46.8% of the total contract amount (less 10% held in retainage). As of November 8<sup>th</sup> the Contractor had completed approx. 47% of the total work.</p>
<b>Emerald Valley Estates 2<sup>nd</sup> Addition Infrastructure</b> <i>(Municipal Bonds)</i>	<p><u>Completed to Date:</u> See attached Council memo regarding a Notice to Proceed (NTP) with McCullough Excavation. Shop drawings have been submitted for utility improvements and are under review. A pre-construction meeting was conducted with the Contractor and City staff on November 6<sup>th</sup>. Preliminary street plans are approx. 90% complete.</p> <p><u>Remaining Work:</u> Initiate Mass Grading and Detention Pond, Sanitary Sewer, Water and Storm Sewer construction. Submit preliminary street design plans for staff review.</p> <p><u>Contract Status:</u> McCullough Excavation’s current contract amount is \$1,174,970.00. Construction agreement, bonds and insurance have been submitted and approved by the City.</p>

## **Agenda Section - Attorney**

### **December 2, 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 - Discussion of matters deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2);
- (2) Purpose – Consultation with the City Attorney deemed privileged in the attorney-client relationship.

For a period not to exceed 25 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**

## City of Mulvane Utility Bills

Due: 12/05/24

			Electric Production	Electric Distribution	Water	Sewer Plant	Sewer System	Admin	Police	Street	Sports Complex	Park	Special Parks	Fire	Ambul 1	Ambul 2	Pool			
ES Building - 910 E. Main	01-3685-02	\$	1,066.33											\$ 533.17	\$ 533.17		\$ 1,066.33			
Splash Park- 105 W. Main	04-0720-00	\$	114.99										\$ 114.99				\$ 114.99			
Band Shell - 117 E. Main	04-8770-01	\$	47.51									\$ 47.51					\$ 47.51			
Main St. Park - 117 E. Main	04-8780-01	\$	269.09									\$ 269.09					\$ 269.09			
Rox Center - 101 E. Main	04-8800-02	\$	435.41									\$ 435.41					\$ 435.41			
Public Works Building - 410 W. Bridge	05-0001-02	\$	316.53	\$ 39.57	\$ 39.57	\$ 79.13				\$ 158.27							\$ 316.53			
Public Works Building #2 - 410 W. Bridge	05-0002-00	\$	9.91							\$ 9.91							\$ 9.91			
Water Pump #3 - 211 N. Second	05-0005-02	\$	1.25			\$ 1.25											\$ 1.25			
Maintenance Shop - 124 Bowelder	05-0015-02	\$	194.52	\$ 19.45	\$ 19.45	\$ 19.45	\$ 19.45			\$ 97.20							\$ 194.52			
Utility Shop - 120 Bowelder	05-0025-02	\$	356.27	\$ 59.38	\$ 59.38	\$ 118.76	\$ 59.38										\$ 356.27			
Lift Station - 0 Industrial Dr.	05-0070-02	\$	9.53				\$ 9.53										\$ 9.53			
Sewage Disposal Plant - 1441 N. Pope Dr.	05-0088-01	\$	3,626.93				\$ 3,626.93										\$ 3,626.93			
2011 Sewage Disposal Plant - 1441 N. Pope Dr.	05-0089-01	\$	5,149.14				\$ 5,149.14										\$ 5,149.14			
Sewer Chemical Injection - 1441 N. Pope Dr.	05-0101-01	\$	22.25				\$ 22.25										\$ 22.25			
Sewage Disposal Head Works - 1441 N. Pope Dr.	05-0102-01	\$	1,174.79				\$ 1,174.79										\$ 1,174.79			
Sewer Vehicle Storage - 1441 N. Pope Dr.	05-0103-01	\$	44.70				\$ 44.70										\$ 44.70			
Water Treatment Plant - 100 N. Oliver	05-0150-01	\$	1,508.57		\$ 1,508.57												\$ 1,508.57			
Lift Station - 1900 N. Rock Road - B	05-0605-01	\$	19.72				\$ 19.72										\$ 19.72			
Water Tower - 1420 N. Rock Road	05-0770-01	\$	8.00		\$ 8.00												\$ 8.00			
E.S. & Police - 1420 N. Rock Road	05-0772-01	\$	7.37						\$ 3.69					\$ 1.84	\$ 1.84		\$ 7.37			
North Sub Station - 8100 E. 111th St. So.	05-0800-03	\$	1.25	\$ 1.25													\$ 1.25			
Sports Complex Concession - 955 E. 111th St. So.	05-0900-01	\$	150.86								\$ 150.86						\$ 150.86			
Sports Complex - 955 E. 111th St. So.	05-0910-01	\$	97.71								\$ 97.71						\$ 97.71			
Swimming Pool - 990 E. 111th St. So.	05-0915-01	\$	277.10													\$ 277.10	\$ 277.10			
Water Reservoir - 9903 E. 111th St. So.	05-0950-01	\$	459.97		\$ 459.97												\$ 459.97			
Dog Shelter - 9903 E. 111th St. So.	05-0960-01	\$	26.86						\$ 26.86								\$ 26.86			
City Building - 211 N. Second	06-9955-01	\$	335.05					\$ 335.05									\$ 335.05			
City Building - 211 1/2 N. Second	06-9960-01	\$	65.62					\$ 65.62									\$ 65.62			
Parks Department - 507 N. First	12-7500-02	\$	29.23									\$ 29.23					\$ 29.23			
Parks Department - 507 N. First	12-7550-02	\$	124.74									\$ 124.74					\$ 124.74			
Parks Department - 507 N. First	12-7600-01	\$	75.30									\$ 75.30					\$ 75.30			
SW Lift - 0 Rockwood/Circle Dr.	15-7950-01	\$	135.55				\$ 135.55										\$ 135.55			
Lift Station - 0 Trail Dr.	16-7975-01	\$	26.98				\$ 26.98										\$ 26.98			
Ambulance #2 - 911 Kansas Star Dr.	25-4040-01	\$	43.19												\$ 43.19		\$ 43.19			
Police Department-420 E. Main	01-1680-04	\$	36.20						\$ 36.20								\$ 36.20			
Police Department-410 E. Main	01-1690-07	\$	909.11						\$ 909.11								\$ 909.11			
		\$	17,177.53	\$ 119.65	\$ 118.40	\$ 2,195.13	\$ 10,074.39	\$ 292.86	\$ 400.67	\$ 975.86	\$ 265.44	\$ 248.57	\$ 981.28	\$ 114.99	\$ 535.01	\$ 535.01	\$ 43.19	\$ 277.10	\$ 17,177.53	\$ 17,177.53

101-01-511	\$	400.67
101-02-511	\$	1,495.29
101-03-511	\$	535.01
101-04-511	\$	975.86
101-18-511	\$	578.20
219-00-511	\$	114.99
220-00-511	\$	277.10
511-09-511	\$	119.65
511-10-511	\$	118.40
512-13-511	\$	2,195.13
513-11-511	\$	10,074.39
513-12-511	\$	292.86
	\$	17,177.53

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

☒ City or ☐ County of Mulvane

## SECTION 1 - LICENSE TYPE

Check One: ☐ New License ☒ Renew License ☐ Special Event Permit

Check One:

☐ License to sell cereal malt beverages for consumption on the premises.

☒ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

## SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 0044801956590F01

I have registered as an Alcohol Dealer with the TTB. ☐ Yes (required for new application)

Name of Corporation <u>Dillon Companies, LLC</u>		FEIN <u>48-0196590</u>	
Corporation Street Address <u>2700 E. 4th PO Box 1608</u>		Corporation City <u>Hutchinson</u>	State <u>KS</u>
		Zip Code <u>67501</u>	
Date of Incorporation <u>05/13/1921</u>		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name <u>Corporation Services Company</u>		Phone No. <u>800-927-9800</u>	
Residence Street Address <u>2900 Southwest Warramaker Dr. Suite 204</u>		City <u>Topeka</u>	State <u>KS</u>
		Zip Code <u>66614</u>	

## SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)			Mailing Address (If different from business address)		
DBA Name <u>Dillon's # 32</u>			Name <u>Kroger Business License</u>		
Business Location Address <u>1203 N. Second</u>			Address <u>PO Box 305103</u>		
City <u>Mulvane</u>	State <u>KS</u>	Zip <u>67110</u>	City <u>Nashville</u>	State <u>TN</u>	Zip <u>37230-5103</u>
Email Address(es) Please separate values with a comma. <u>business.license@kroger.com</u>					
Business Phone No. <u>615-232-7759</u>			<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.		
Business Location Owner Name(s) <u>Dillon Companies, LLC</u>					

## SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name <u>No one one more than 25%</u>		Position	
Residence Street Address		City	State
		Zip Code	
Spouse Name		Position	
Residence Street Address		City	State
		Zip Code	
Name		Position	
Residence Street Address		City	State
		Zip Code	
Spouse Name		Position	
Residence Street Address		City	State
		Zip Code	
Name		Position	
Residence Street Address		City	State
		Zip Code	
Spouse Name		Position	
Residence Street Address		City	State
		Zip Code	

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

☒ City or ☐ County of Mulvane

## SECTION 1 - LICENSE TYPE

Check One: ☐ New License ☒ Renew License ☐ Special Event Permit

Check One:

☐ License to sell cereal malt beverages for consumption on the premises.

☒ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

## SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 00436477242F

I have registered as an Alcohol Dealer with the TTB. ☒ Yes (required for new application)

Name of Corporation DG Retail, LLC

FEIN 36-4577242

Corporation Street Address 100 Mission Ridge

Corporation City

State

Zip Code

Goodlettsville TN 37072

Date of Incorporation 8/22/2005

Articles of Incorporation are on file with the Secretary of State.

☒ Yes

☐ No

Resident Agent Name Corporation Service Company

Phone No.

Residence Street Address 1100 SW Wandmaker Rd

City

Topeka

State

KS

Zip Code

66604

## SECTION 3 - LICENSED PREMISE

Licensed Premise  
(Business Location or Location of Special Event)

Mailing Address  
(if different from business address)

DBA Name Dollar General Store# 7488

Name Dollar General Store 7488

Business Location Address 613 N 2ND AVE

Address 100 Mission Ridge Attn: Tax Dept

City State Zip

MULVANE, KS, 67110-1308

City Goodlettsville TN 37072

State

Zip

Email Address(es) Please separate values with a comma. Tax-beerandwine@dollargeneral.com

Business Phone No. 316-252-3675

☐ Applicant owns the proposed business location.

☒ Applicant does not own the proposed business location.

Business Location Owner Name(s) CROWN ENTERTAINMENT INC

## SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse\*, if applicable. Attach additional pages if necessary.

Name	Position	Date of Birth
No Single person owns 25% or more of stock		
Residence Street Address Please contact Abby Holdren if there are issues with payment or the application	City	State Zip Code
Spouse Name Contact Email: Aholdren@dollargeneral.com	Position	Date of Birth
Residence Street Address Contact Phone: 6158558915	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Age
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Age
Residence Street Address	City	State Zip Code

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

☒ City or ☐ County of MULVANE

## SECTION 1 - LICENSE TYPE

Check One: ☐ New License ☒ Renew License ☐ Special Event Permit

Check One:

☒ License to sell cereal malt beverages for consumption on the premises.

☐ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

## SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-992406943-F01

I have registered as an Alcohol Dealer with the TTB. ☒ Yes (required for new application)

Name of Corporation <u>IRON JACKET BBQ, LLC</u>	Principal Place of Business <u>MULVANE, KS</u>		
Corporation Street Address <u>239 E LOCKRIDGE ST</u>	Corporation City <u>MULVANE</u>	State <u>KS</u>	Zip Code <u>67110</u>
Date of Incorporation <u>4/4/24</u>	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name <u>UNITED STATES CORPORATION AGENTS, INC.</u>	Phone No.		
Residence Street Address <u>2611 SW 17th St. Ste. 265</u>	City <u>Topeka</u>	State <u>KS</u>	Zip Code <u>66604</u>

## SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>IRON JACKET BBQ, LLC</u>	Name <u>ERIC KRUGER</u>
Business Location Address <u>213 W MAIN ST.</u>	Address <u>239 E LOCKRIDGE ST.</u>
City <u>MULVANE</u> State <u>KS</u> Zip <u>67110</u>	City <u>MULVANE</u> State <u>KS</u> Zip <u>67110</u>
Business Phone No. <u>316.779.9419</u>	<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s) <u>LARRY BECK</u>	

## SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse\*, if applicable. Attach additional pages if necessary.

Name <u>ERIC KRUGER</u>	Position <u>member</u>	Date of Birth <u>7/22/79</u>
Residence Street Address <u>239 E LOCKRIDGE ST</u>	City <u>MULVANE</u> State <u>KS</u>	Zip Code <u>67110</u>
Spouse Name <u>BRITANY KRUGER</u>	Position <u>member</u>	Date of Birth <u>10/9/87</u>
Residence Street Address <u>239 E LOCKRIDGE ST</u>	City <u>MULVANE</u> State <u>KS</u>	Zip Code <u>67110</u>
Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Spouse Name	Position	Age
Residence Street Address	City	State
Zip Code		
Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Spouse Name	Position	Age
Residence Street Address	City	State
Zip Code		