

MULVANE CITY COUNCIL  
REGULAR MEETING AGENDA  
Monday March 17, 2025

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Call Regular Meeting to Order	
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated March 3, 2025	2-6
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Public Comments (State Name and Address – 5 minutes)	
Appointments, Awards and Citations	
 <b>OLD BUSINESS:</b>	
 <b>NEW BUSINESS:</b>	
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 <b>ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:</b>	
No Council Workshop for March	
Next City Council Meeting – Monday, April 7, 2025 – 6:00 p.m.	
 <b>ADJOURNMENT:</b>	

**MULVANE CITY COUNCIL  
REGULAR MEETING MINUTES**

March 3, 2025

6:00 p.m.

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

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

**OTHERS PRESENT:** Austin St. John, Debbie Parker, J. T. Klaus, Chris Young, Joel Pile, Mike Robinson, Gordon Fell, Jacob Coy, Tom Burkhart, Lowell Ester, Pat McCurdy.

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

**APPROVAL OF REGULAR MEETING MINUTES:**

MOTION by Leach, second by Westfall to approve the Regular meeting minutes dated February 19, 2025.

MOTION approved unanimously.

**CORRESPONDENCE:** None

**PUBLIC COMMENTS:** None

**APPOINTMENTS, AWARDS AND CITATIONS:**

**1. Appointment to Tree Board:** The Mulvane Tree Board is requesting the replacement of a non-active member. This will leave an unfulfilled term on the Board which ends May 2026. Mayor Allen reviewed the application and made a recommendation.

MOTION by Leach, second by Gerber to approve the Mayor's recommendation to appoint Dan Herpolsheimer to complete the unexpired term of Gary Showalter on the Mulvane Tree Board.

MOTION approved unanimously.

**OLD BUSINESS**

**1. Water/Sewer Adjustment – 708 Tristan:**

At the 2/19/25 City Council meeting, the resident of 708 Tristan Dr., Julie Crow, was present to ask the council for a sewer/water adjustment for 2024 high water usage. The increased usage was during sewer averaging months, therefore, increasing the monthly sewer charge. The customer is on level pay and ACH and did not notice the sewer increase until the balance up month for level pay. The customer applied for a water adjustment on 1/28/25 for 2024 usage. Since the requested adjustment was a year ago, city staff was unable to make the adjustment. Staff was instructed to provide information regarding the leak for council consideration. Consumption history and notifications sent to the customer were provided for the council's review.

The council discussed setting a precedence if an adjustment was approved for a leak that occurred a year ago.

MOTION by Huntley to adjust the 2024 sewer average at 708 Tristan to 16,000 with a credit of \$808.50. Motion died for lack of a second.

## **NEW BUSINESS**

### **1. Property and Casualty Insurance Renewal:**

Tom Burkhardt with Carson Insurance Group reviewed the 2025-2026 Property and Casualty Insurance Renewal Proposal with the council and answered questions. Travelers Insurance was also solicited to bid on the insurance but declined to provide pricing for the Commercial Output (Power Plant) and were not competitive with property limits and deductibles. The Liability and Work Comp numbers are based on audited numbers. The City is receiving a discount on the Law Enforcement Policy for the Lexipol program. The City received a dividend last year of \$35,048.75.

Burkhardt advised that property is driving the cost of insurance in the industry. The City's total replacement cost limit is \$90,835,093. The deductible remains the same at \$25,000 per occurrence for all perils and the Commercial Output deductible is \$75,000 per occurrence. The experience modification for Workers Compensation decreased from .98 to .94 for this renewal period. The EMC Insurance Package is \$456,053 and the Ambulance Malpractice is \$16,506, making the total renewal premium \$472,559.

Burkhardt received additional information after the original proposal was distributed. EMC revised the total premium to \$468,606.00. If the City wishes to change the deductible from \$25,000 to \$50,000 for Wind and Hail, the premium would be \$454,559.00. Burkhardt was asked about being self-insured. Burkhardt explained the difference between an insurance company and a self-insured fund. If the City were self-insured, we would be a member of a pooled fund. If another member of the fund had a catastrophic loss and there was not enough money to cover the loss, all the members of the fund would be billed for the additional amount needed to cover the loss. Also, fund-members choose who can participate and what coverage is included. Whatever is not included would need to be provided by other companies in order to have coverage.

MOTION by Huntley, second by Westfall to approve the 2025-2026 Property and Casualty Insurance and Ambulance Malpractice Insurance Renewal Proposals from Carson Insurance Group as presented for a cost of \$468,606.00.

MOTION approved unanimously.

### **2. Ralph Bell Park Bathroom:**

Public Works Director, Jacob Coy, reviewed this item with the council. Public Works issued a Request for Proposals (RFP) for the construction of a permanent restroom facility in Ralph Bell Park. This has been highly requested by the public, especially with the heavy use of the pickleball courts. The goal is to provide a durable, cost-effective restroom facility.

Proposals were received from two (2) contractors for a traditional design build construction.

Snodgrass Construction - \$248,336

Farha Construction - \$236,619

With these costs exceeding the anticipated budget, staff explored a more cost effective prefabricated precast restroom. Proposals were received from two (2) contractors for the precast option.

ICAST - \$94,000 (City would be responsible for subcontractor to unload and set the unit).

CXT - \$93,718 (Includes delivery and crane service for placement).

City staff would pour the foundation slab and perform the utility work. A licensed plumber and electrician would be hired for rough-in and final connections. This would be an additional estimated cost of \$10,000. Funds for the project will come from the Park Improvement Fund and City Sales Tax.

MOTION by Leeds, second by Huntley to approve the purchase of a CXT Precast Concrete restroom at a cost of \$93,718 and authorize an additional \$10,000 for foundation and utility work, for a total project budget of \$103,718.

MOTION approved unanimously.

### **3. Dispatch Console and Radio Update:**

Public Safety Director, Gordon Fell, reviewed this item with the council. The purpose of this project is for compliance with encryption mandates for securing personal information as well as expanding the number of channels dispatch can communicate on. This update will include adding new radios to allow for encryption and radio ID signature. The project will include five (5) new antennas added to the tower, two (2) IP gateways to make the connection, and 600 feet of cable. The dispatch console needs to be upgraded to the newest version. (This is an off public network computer that remotely controls the radios from Dispatch to the IT Room).

MOTION by Leeds, second by Huntley to approve the quote from KA-Comm LLC for dispatch radio upgrades in the amount of \$29,173.12.

MOTION approved unanimously.

## **ENGINEER**

### **1. Harvest Point Addition – McCullough Excavation Change Order No. 1:**

McCullough Excavation has requested an additional twenty-five (25) days on the Harvest Point project due to weather conditions. The additional time will set the Contractor's substantial completion date at January 24, 2025. The proposed change order for additional time does not alter the construction amount.

MOTION by Gerber, second by Westfall to approve Change Order No. 1 for an additional 25 calendar days for Grading and Utility Improvements to serve Phase 1 Harvest Point Addition and authorize the Mayor to sign.

MOTION approved unanimously.

### **2. English Park Pedestrian Bridge – Structural Engineering Proposals:**

The pedestrian bridge in English Park located near Willowdell Dr. was damaged and taken out of service due to two significant flooding events in 2016. Replacement of the bridge is included in the City's Capital Improvement Plan (CIP). A permit application and site development plan were prepared and submitted to KDA-DWR for construction of a replacement bridge over Styx Creek. The permit was approved in January 2025.



A Request for Proposal (RFP) for structural and geotechnical engineering services was sent out to five (5) local engineering firms. The City received proposals from two (2) firms.

JEO Consulting Group - \$25,000

PEC - \$23,000

The project will be funded with the 1% City sales tax.

Staff recommends the City Council select Professional Engineering Consultants for structural engineering services for the proposed pre-manufactured steel pedestrian bridge in English Park.

MOTION by Leeds, second by Gerber that the City enter into an agreement with Professional Engineering Consultants for structural engineering services as outlined in the Request for Proposals.

MOTION approved unanimously.

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

Main “A” Sanitary Sewer Improvements Phase 3 – Traffic control plans have been submitted and are under review (including Phase 2 repairs at First St. and Bridge St.). Young will present information regarding this project at Coffee Talk on March 11<sup>th</sup>.

Phase 1 Harvest Point – Kansas Paving is ready to begin street construction which was delayed due to weather conditions. McCullough Excavation submitted a change order requesting additional days due to weather conditions.

Emerald Valley Estates 2<sup>nd</sup> Addition – Complete sanitary sewer installations. Initiate and construct water and storm sewer improvements.

## **CITY STAFF**

**City Clerk:** The 2024 Year End Annual Report has been completed and distributed.

**City Administrator:** None

**City Attorney:** None

### **CONSENT AGENDA ITEMS:**

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

1. Payroll Dated 2/28/25 - \$259,842.60

2. City Utility Bills for January - \$25,642.27

3. Pay Appl. #7 – Harvest Point – McCullough Excavation - \$29,627.46

4. Invoice from G. W. Van Keppel Co. for Loader Repair - \$13,909.26

MOTION approved unanimously.

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

RDG Planning and Design will be holding a Design Workshop for the Comprehensive Plan on March 5<sup>th</sup> & 6<sup>th</sup> at the PIX Community Center from 5:00 p.m. to 7:00 p.m. The same information will be presented at both meetings.

Friends of McConnell Event – Thursday, March 13, 2025 – 6:00 p.m. – RSVP by March 5<sup>th</sup>.

Next City Council Meeting – Monday, March 17, 2025 – 6:00 p.m.

**ADJOURNMENT:**

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

MOTION approved unanimously at 6:54 p.m.

Minutes by:

Debra M. Parker, City Clerk

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

**City Council Meeting  
March 17, 2025**

**To:** Honorable Mayor Brent Allen and City Council  
**Fr:** Joel Pile, Planning & Planning & Zoning Administrator  
**Subject:** New Developer's Agreement for Emerald Valley 2<sup>nd</sup> Addition

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**Background:**

A Developer's Agreement is a contractual agreement between a property owner or developer and a local government jurisdiction to develop a piece of land, outlining specific rules, conditions, and commitments for the development project. Most importantly, the Agreement contains provisions which provide certain financial guarantees if the developer were to default on their obligation to pay for the required special assessed public improvement projects.

The city entered into a Developer's Agreement with Suburban Land Development, LLC on November 4, 2024, for the development of Emerald Valley Estates 2<sup>nd</sup> Addition. Suburban Land Development, LLC recently sold Emerald Valley 2<sup>nd</sup> Addition to Leprechaun Development, LLC.

The City Attorney has advised the City to enter into a new Developer's Agreement with Leprechaun Development, LLC which will replace the previous agreement with Suburban Land Development, LLC. After the Agreement is fully executed it will be recorded with the Sedgwick County Registrar of Deeds.

**Recommendation:**

**Motion to approve the Developer's Agreement for Emerald Valley 2<sup>nd</sup> Addition with Leprechaun Development, LLC and authorize the Mayor to sign.**

After recording, return to:

City of Mulvane, Kansas  
Attn: Debra M. Parker, City Clerk  
211 N. 2<sup>nd</sup>  
Mulvane, Kansas 67110  
Telephone: (316) 777-1143

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REPLACEMENT DEVELOPER'S (SUBDIVIDER'S) AGREEMENT  
(Special Assessment Improvements)

THIS REPLACEMENT AGREEMENT (the "Agreement") made and entered into this \_\_\_\_ day of March, 2025, by and between the City of Mulvane, Kansas, a municipal corporation, hereinafter referred to as "City" and Leprechaun development LLC, a Kansas limited liability company, hereinafter referred to as "Developer", as successor-in-interest to Suburban Land Development, LLC.

WHEREAS, the City has previously approved and accepted the final plat of Emerald Valley Estates 2nd Addition, Mulvane, Sedgwick County, Kansas, in the City of Mulvane, Kansas, (the "Subdivision/Addition"); and

WHEREAS, the City previously approved and executed a Developer's (Subdivider's Agreement) with Suburban Land Development, LLC (the "Original Developer") dated as of the 4<sup>th</sup> day of November, 2024 (the "Original Agreement"); and

WHEREAS, the Original Developer has sold all of its interest, right and title to the Subdivision/Addition to the Developer;

WHEREAS, the City desires to amend the Original Agreement to assign all of the original terms to the Developer; and

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

NOW, THEREFORE, it is agreed as follows;

1. The City shall initiate steps to construct the following public improvement(s):
  - (i) Mass Grading and Detention Pond Improvements, (ii) Street Improvements, (iii) Storm Sewer Improvements, (iv) Sanitary Sewer Improvements, (v) Water Line Improvements and (vi) 12" Water Transmission Line Improvements upon submission to the City of:
    - A. Valid petitions drawn in accordance with applicable Kansas Statutes;

- B. The submissions of financial sureties in conformance with the requirements hereof. The financial guarantees contemplated by this section may consist of cash, cashier's check, escrow account, an irrevocable letter of credit equal to 35% of the estimated cost of the project and deemed sufficient by the City's Governing Body. Project costs shall include all costs associated with the project and shall include, but not be limited to, engineering design, construction, inspection, testing, temporary note interest, legal fees, bond issuance cost, and administration. The financial guarantees provided for herein shall be provided prior to the City awarding any construction contract. In the event that any special assessment is not paid when due, the financial guarantee will be drawn upon July 1st of each year by the City to satisfy the principal and interest costs (including any costs or expense occasioned by delinquent payment) of the bonded public improvements. The amount of the financial guaranties are as follows:
- (i) For the Mass Grading and Detention Pond Improvements, a financial guaranty in the sum of \$132,316.
  - (ii) For the Street Improvements, a financial guaranty in the sum of \$161,416.
  - (iii) For the Storm Sewer Improvements, a financial guaranty in the sum of \$82,823.
  - (iv) For the Sanitary Sewer Improvements, a financial guaranty in the sum of \$189,667.
  - (v) For the Water Line Improvements, a financial guaranty in the sum of \$121,237.
  - (vi) For the 12" Water Transmission Line Improvement, a financial guaranty in the sum of \$34,443.
2. In consideration for the City's consent to permit the Developer to utilize the special assessment form of financing, the Developer hereby agrees to indemnify and hold the City harmless on account of any expenses, costs, or obligations incurred by the City and incurred as a result of utilizing the special assessment process. Developer's obligations in this regard shall include, but not be limited to, the reimbursement to the City of any interest costs assessed to the City in the event of a delay for any reason (including litigation) between the time of the issuance of temporary notes and the sale of bonds. The Developer's obligation herein shall extend to and include the obligation to pay all special assessments when due which obligation shall survive the transfer of ownership and shall continue as to each lot within the development until such time as said lot has been fully developed by the construction of a building or buildings and a full and final certificate of occupancy issued.
3. Developer covenants and agrees, as a condition precedent to the construction or finance of any public water facilities, that the Subdivision shall be served by the City of Mulvane for public water and that any and all things necessary to allow such service (including the removal or withdrawal from any rural water district territory) have been accomplished and

are completed. Developer indemnifies the City for any costs associated with its failure to honor this covenant.

4. All temporary construction facilities must be removed when construction of buildings and improvements to the Subdivision/Addition are completed.
5. The Developer shall provide original purchasers of any property in the Subdivision/Addition a copy of the Developer's Agreement at the time of purchase.
6. All lots in the Subdivision/Addition shall be kept clean and mowed to a height not to exceed twelve (12) inches and Developer shall properly manage all storm water drainage in the Subdivision/Addition throughout the period of development in accordance with City policy and reasonable storm water management practices.
7. Platted Wall Easements shall contain a combination of screening improvements including walls, berms and landscaping. Maintenance of the screening improvements shall be provided by the Homeowner's Association. Failure of the Homeowner's Association to maintain the required screening improvements shall give the City the right to properly maintain the improvements and to assess the cost of maintenance to the property owners.
8. No construction will be allowed on any portion of the Subdivision/Addition unless the Developer or its designated contractor has first obtained from the City Building Inspector and Zoning Department Officials all required building and zoning permits.
9. This Agreement supercedes and replaces the Original Agreement dated November 4, 2024 and previously recorded with the Sedgwick County Register of Deeds at Doc.#/Flm-Pg: 30345779.
10. The Developer will file this Developer's Agreement, when and as approved by the City's Governing Body, with the Sedgwick County Register of Deeds. A copy of this Developer's Agreement showing said recording along with a copy of the recorded plat shall be furnished to the City before building permits are issued.
11. The terms and conditions set forth herein shall be binding upon the heirs, personal representatives, trustees, successors, and assigns of the parties hereto.
12. The Developer hereby represents that it is aware of, and shall comply at all times with, the policies of the City applicable to the improvements contemplated under the terms of this Developer's Agreement, City ordinances applicable to such matters, and the City's Subdivision Regulations. Nothing herein shall be construed to grant to the Developer either, directly or indirectly, a variance or departure from such policies, ordinances, and regulations. Any waiver of the required improvements or guarantees for their installation may be made only by the applicable Governing Body upon a showing by Developer that such improvements are not technically feasible or necessary.

*[Remainder of Page Intentionally Left Blank]*

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

CITY OF MULVANE, KANSAS

[seal]

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

ATTEST:

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

"CITY"

**ACKNOWLEDGEMENT**

STATE OF KANSAS            )  
  )  
COUNTY OF SEDGWICK    )       ss:

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me the undersigned, a notary public in and for the County and State aforesaid, came Brent Allen and Debra M. Parker, Mayor and City Clerk, respectively, of the City of Mulvane, Kansas, a municipal corporation (the "City"), who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of the City and such persons duly acknowledged execution of the same to be the act and deed of said City.

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

[seal]

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

LEPRECHAUN DEVELOPMENT LLC, LLC,  
a Kansas limited liability company

By

Name (Printed)

Tom Kemp

Title

Owner

“DEVELOPER”

**ACKNOWLEDGEMENT**

STATE OF KANSAS )

COUNTY OF Sedgwick )

ss:

BE IT REMEMBERED that on this 28 day of February, 2025, before me, the undersigned, a notary public in and for the County and State aforesaid, came Tom Kemp, Owner of Leprechaun development, LLC, a Kansas limited liability company, who are personally known to me to be the same person who executed the within instrument of writing and such person who executed, as such officer, the within instrument of writing on behalf of the limited liability company and such persons duly acknowledged execution of the same to be the act and deed of said limited liability company.

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



Stacy Unkel  
Notary Public

My Commission Expires:

02/14/2029



## CITY COUNCIL MEETING

### MULVANE, KANSAS

March 17, 2025

**TO:** Mayor and City Council  
**SUBJECT:** **Water Distribution System Study**  
**FROM:** Young & Associates, PA - City Engineer  
**ACTION:** Review / Approve Engineering Agreement with Young & Associates, PA

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#### Background:

The City's Public Works - Utility Distribution Department operates and maintains a water distribution system consisting of water lines ranging from approx. 2" to 16" in diameter including smaller water service lines, water meters, valves, hydrants, (2) water towers and (2) pumping stations. The City's water service area is generally consistent with the boundary limits of the City. The City's water supply is provided by purchase of water from the City of Augusta and City owned groundwater wells. Treated water is pumped into the distribution system from the 111<sup>th</sup> St. South underground water storage facility and the City's Reverse Osmosis Water Treatment Plant (ROWTP).

#### Analysis:

The City continues to expand their water distribution system network providing domestic water and fire protection for new land developments. Over the past 5-years the City has seen significant growth in the NE including the Emerald Valley Estates, Harvest Point and Hidden Valley subdivisions. Increasing ground elevations north of 103<sup>rd</sup> St. South will result in lower available water pressure for future developments north of 103<sup>rd</sup>. The purpose of this study will be to examine future land development areas, predict water system pressures and develop recommendations for improving and expanding the City's water distribution network.

A hydraulic model of the City's current water distribution network can be used to evaluate existing and future water system pressure. Hydraulic modeling and fire hydrant flow testing (performed by the Fire Department) are commonly used by Cities to evaluate distribution performance and obtain favorable ISO (Insurance Service Office) ratings. Favorable ISO ratings generally lower the cost of fire insurance for the community. Field calibration of water models can often identify problems in the distribution system including closed (or broken) valves and other pipeline restrictions.

A water distribution study can serve as a companion document to the City's Comprehensive (Utility) Plan and assist staff in reviewing proposals for land development projects. Cost opinions in the study will assist the City in Capitol Improvement programming and project budgeting.

EPANET is a public domain Windows® based software program used to build pipe network models. EPANET provides hydraulic simulation of the distribution system network consisting of



*Oliver Street 0.50 MG Water Tower and  
1.5 MGD RO Water Treatment Plant*



*111<sup>th</sup> Street 0.30 MG Water Tower*

pipelines, junction nodes, pumps, valves, storage tanks and reservoirs. It can be used to track water system pressures throughout the network including water tower levels. Constructed water models are run and compared with field measured pressure data. Field calibration of the model is performed using electronic data recorders installed on certain fire hydrants throughout the distribution system. Data recorders will be installed and monitored by City crews.

Following is a proposed preliminary timeline for the major milestones of the project.

**Preliminary Project Timeline**  
Water Distribution Study, Mulvane, Kansas

Complete proposed layout for the hydraulic model.....	April 2025
Enter EPANET data and model existing system.....	June 2025
Complete model calibration.....	July - August, 2025
Develop preliminary recommendations for short- and long-term	
Water system improvements and complete City staff review.....	October, 2025
Complete final draft “Water Distribution System Study” including	
cost opinions for CIP recommendations.....	December, 2025

**Financial Considerations:**

An engineering services agreement has been prepared that addresses the scope of work, project timeline and estimated person-hours for performing the study. Engineering fees are estimated not-to-exceed \$29,255.00. A “Water Distribution Study” estimated at \$40,000 was included in the City’s 2024-2029 Capitol Improvement Program to be funded through the Water Operating Budget.

**Legal Considerations:**

Per City Attorney.

**Recommendation/Action:**

Staff recommends the City Council approve an engineering agreement with Young & Associates, PA for preparing a hydraulic model and study of the City’s water distribution system as outlined in their agreement in the amount of \$29,255.00.

*Sample Motion:*

*I move the City enter into an agreement with Young & Associates, P.A. for engineering services for a Water Distribution System Study as presented.*

**Contract Agreement**  
for  
Civil Engineering Services  
between  
THE CITY OF MULVANE, KANSAS  
and  
YOUNG & ASSOCIATES, PA

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2025 between the City of Mulvane, Kansas (OWNER) and Young & Associates, P.A. (ENGINEER). OWNER intends to retain the ENGINEER to provide professional engineering services as required for a Water Distribution System Study (the "Project") in Mulvane, Sedgwick-Sumner County, Kansas.

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

1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice.
2. After authorization to proceed with Civil Engineering services the ENGINEER shall:
  - 2.1 Prepare for, coordinate with, and respond to independent review meetings in conjunction with City Staff to determine the acceptability of the Project. Prepare and present Project updates to OWNER.
  - 2.2 Perform the Work Task Items as outlined in "Exhibit A – Scope of Work and Fee Estimate" of the attached proposal for "Municipal Water Distribution System Study", dated March 3, 2025.
3. Prepare to serve as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
4. ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims of damage because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from.
5. OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:
  - 5.1 Designate a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services to the Project.
  - 5.2 Provide all criteria and full information as to OWNER's requirements for the Project, including objectives and constraints, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
  - 5.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

- 5.4 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 5.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
- 5.6 Bear all costs incident to compliance with the requirements of this Contract.
6. The provisions of this Section and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
7. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of the performance of the ENGINEER's services shall be adjusted equitably.
8. If ENGINEER's services during the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 10.
9. OWNER shall pay ENGINEER for Basic Civil Engineering services ("Basic Services") rendered under paragraph 2 on the basis of the total estimated not-to-exceed lump sum fee of \$29,255.00.

Billing for the Basic Services rendered, upon final approval by the OWNER, may be submitted to the OWNER for payment. Reimbursable expenses including printing and reproductions and permit fees shall be billed at their actual costs and shall not include a handling fee. Monthly billings may be submitted by ENGINEER based on the percentage of work completed to date.
10. In the event of termination by OWNER upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's salary costs times a factor of 1.75 for services rendered during that phase to date of termination.
11. The obligation to provide future services under this Agreement may be terminated by either party upon 30 days written notice through no fault of the terminating party.
12. This Agreement is to be governed by the law of the State of Kansas.
13. OWNER and ENGINEER each is hereby bound and the successors, executors, administrators, and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and other obligations of this Agreement.



14. Neither OWNER nor ENGINEER shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent associates and consultants as ENGINEER may deem appropriate to assist in the performance of service hereunder.
15. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

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

CITY OF MULVANE, KANSAS

YOUNG & ASSOCIATES, PA

---

Brent Allen, Mayor

---

Christopher R. Young, PE

Address for giving notices:

Address for giving notices:

211 North 2<sup>nd</sup> Street  
Mulvane, KS 67110

100 South Georgie Ave.  
Derby, KS 67037

ATTEST:

---

Debra M. Parker, City Clerk



Civil Engineering Services for,  
**MUNICIPAL WATER DISTRIBUTION SYSTEM STUDY**  
**City of Mulvane, Kansas**

### **1. Introduction and Purpose of Study:**

The City's Public Works - Utility Distribution Department operates and maintains a water distribution system consisting of water lines ranging from approx. 2" to 16" in diameter including smaller water service lines, water meters, valves, hydrants, (2) water towers and (2) pumping stations. The City's water service area is generally consistent with the boundary limits of the City. The City's water supply is provided by purchase of water from the City of Augusta and City owned groundwater wells. Treated water is pumped into the distribution system from the 111<sup>th</sup> St. South underground water storage facility and the City's Reverse Osmosis Water Treatment Plant (ROWTP).

The City continues to expand their water distribution system network providing domestic water and fire protection for new land developments. Over the past 5-years the City has seen significant growth in the NE including the Emerald Valley Estates, Harvest Point and Hidden Valley subdivisions. Increasing ground elevations north of 103<sup>rd</sup> St. South will result in lower available water pressure for these new developments. The purpose of this study will be to examine future land development areas, predict water system pressures and develop recommendations for improving and expanding the City's water distribution network.

A hydraulic model of the City's current water distribution network can be used to evaluate existing and future water system pressure. Hydraulic modeling and fire hydrant flow testing (performed by the Fire Department) are commonly used by Cities to evaluate distribution performance and obtain favorable ISO (Insurance Service Office) ratings. Favorable ISO ratings generally lower the cost of fire insurance for the community. Field calibration of water models can often identify problems in the distribution system including closed (or broken) valves and other pipeline restrictions.

A water distribution study can serve as a companion document to the City's Comprehensive (Utility) Plan and assist staff in reviewing proposals for land development projects. Cost opinions in the study will assist the City in Capitol Improvement programming and project budgeting.



*Oliver Street 0.50 MG Water Tower and  
1.5 MGD RO Water Treatment Plant*



*111<sup>th</sup> Street 0.30 MG Water Tower*

## 2. Summary of Work Scope and Water System Analysis:

A detailed scope of work and task items has been developed to ensure the goals and objectives of the study are accomplished. The attached “Exhibit A - Scope of Work and Fee Estimate” outlines specific tasks for the following main parts of the study:

### 2.1 Existing Water Distribution Analysis and Hydraulic Modeling

This work focuses on developing a water distribution model that can be used to evaluate both existing and future water system operations. The attached water distribution map outlines proposed pipes to be included in the existing distribution model. Output data from the model provides calculated water pressures expected in the system. Calibrating the model to field measured conditions allows the user to examine the impact of adding pipelines and other water distribution system improvements.

### 2.2 Proposed Water System Analysis

This work will focus on recommendations for short- and long-term improvements in the City’s distribution system. This analysis will include examining pump station and water tower operating conditions, pipeline looping and upsizing water lines to serve future growth (primarily in the NE area of the City).

## 3. Modeling Software and Field Calibration:

In 2012 the City studied their water pumping and storage facilities to address water distribution needs to serve the Kansas Star development in “West Mulvane”. This study resulted in the construction of a 1.5 MGD Reverse Osmosis Water Treatment Plant (ROWTP) and 0.50 MG elevated water storage tank located at the intersection of K-53 and Oliver St. Operating conditions for the 0.50 MG water tower and were evaluated utilizing EPANET.

EPANET is a public domain Windows® based software program used to build pipe network models. EPANET provides hydraulic simulation of the distribution system network consisting of pipelines, junction nodes, pumps, valves, storage tanks and reservoirs. It can be used to track water system pressures throughout the network including water tower levels.

Constructed water models are run and compared with field measured pressure data. Field calibration of the model is performed using electronic data recorders installed on certain fire hydrants throughout the distribution system. Data recorders will be installed and monitored by City crews.

## 4. Project Timeline:

Following is a proposed preliminary timeline for the major milestones of the project.

### **Preliminary Project Timeline** Water Distribution Study, Mulvane, Kansas

Complete proposed layout for the hydraulic model (Task Items A.1-A.2).....	April 2025
Enter EPANET data and model existing system (Task Items A.3-A.6).....	June 2025
Complete field calibration (Task Items A.7-A.8).....	July - August, 2025
Develop preliminary recommendations for short- and long-term water system improvements and complete City staff review (Task Items B.1-B.4).....	October, 2025
Complete final draft “Water Distribution System Study” including cost opinions for CIP recommendations (Task Items B.5-B.6).....	December, 2025

## 5. Attachments

Exhibit A – Scope of Work and Fee Estimate  
2024 Water Distribution Map



**EXHIBIT A - SCOPE OF WORK AND FEE ESTIMATE**

Civil Engineering Services for,  
Water Distribution System Study, City of Mulvane, Kansas

Date Prepared: March 3, 2025

Scope of Work Task Items:

	Classification			
	PE Licensed Engineer	CADD Cad/Survey Tech	SURV Field Survey	ADMIN Administration Support
<b>A. Existing Water Distribution Analysis and Hydraulic Modeling (EPANET)</b>				
A.1 Establish water lines for modeling based on the City's 2024 water maps. Identify pipeline segments and pipe junction nodes for all lines 8-inch and larger, including 4-inch pipelines as needed to model distribution loops and improve system calibration. Prepare a preliminary model layout including printed and PDF copies.	8.0	18.0		
A.2 Submit a proposed pipeline model layout to Public Works to confirm pipe locations, sizes, age/conditions and general system operations. Enter pipeline numbers, sizes and lengths into the water distribution model using EPANET modeling software ( <i>Note, EPA-Net was used in 2012 to examine the City's water distribution system and develop recommendations for the new water tower and ROWTP</i> ).	4.0	12.0		
A.3 For each line segment modeled; estimate pipeline roughness coefficients based on approximate pipe age and materials. Estimate minor friction loss coefficients to best represent valves and fittings for each line segment. Enter pipeline data into the water distribution model.	8.0	16.0		
A.4 Coordinate with Public Works staff to obtain updated pumping data for the 111 <sup>th</sup> St. HS Pump Station and the S. Oliver St. ROWTP. Obtain current water tower operating conditions for pump on/off, max/min levels and overflow elevations. Enter operating conditions into the water distribution model.	4.0	8.0		
A.5 Obtain daily, monthly and annual pumping records for the 111 <sup>th</sup> Street HS Pump Station and the S. Oliver Street ROWTP. Compile water usage totals including average-day, maximum-day and peak-hour demands. Distribute average-day water demand at "junction nodes" throughout the distribution model.	2.0	12.0		
A.6 Test run distribution model using existing average-day and peak-hour demand conditions. Record and plot pressure distribution throughout the City's current water service area.	4.0	16.0		
A.7 Coordinate with Public Works and Fire Department to received pressure system data as needed to field calibrate the water model. ( <i>Note, City crews will install pressure monitoring devices on fire hydrants, collect and transmit recording data. Field calibration of water system pressures will be needed from the NE, NW, SE, SW and W areas of the City's distribution system</i> )	2.0	6.0		
A.8 Update pipeline data as needed to "best-fit" the distribution model to field measured conditions.	8.0	16.0		

**EXHIBIT A - SCOPE OF WORK AND FEE ESTIMATE**

Civil Engineering Services for,  
Water Distribution System Study, City of Mulvane, Kansas

Date Prepared: March 3, 2025

<b>B. Proposed Water System Analysis</b>				
B.1 Develop proposed pipeline improvements, including system loops, new pipelines and pipe sizing to improve the City's existing water pressure distribution.	16.0	6.0		
B.2 Coordinate with Zoning and Planning staff to identify future land development areas including projections of population growth to estimate future water system expansion.	2.0	4.0		
B.3 Update the water distribution model to examine future distribution system improvements, including but not limited to, water transmission lines, high service pump improvements, creating pressure zones and water tower improvements. Meet with Utility Department and to review recommendations.	2.0	16.0		
B.4 Prepare recommendations for short- and long-term water distribution system improvements including preliminary cost opinions. Assist City staff in preparing project scope and budgets for the City's Capitol Improvement Program and Comprehensive Plan updates.	8.0	8.0		
B.5 Prepare a preliminary design memorandum for "Water Distribution System Recommendations". Prepare water system maps showing calculated existing and proposed pressure zones for average and maximum daily water demand. Develop cost opinions for pipeline and facility improvements recommended.	16.0	8.0		3.0
B.6 Review draft memo with City staff and update recommendations accordingly. Prepare and present water distribution improvement recommendations to City Council officials, including updates and CC memos as requested.	8.0	3.0		3.0
<b>Total Estimated Person-hours</b>	<b>92.0</b>	<b>149.0</b>	<b>0.0</b>	<b>6.0</b>
Standard Billing Rates	\$175.00	\$85.00	\$150.00	\$65.00
Sub-Total Engineering Fees				\$ 29,155.00
Estimated In-house Printing and Reproducible Expenses				100.00
<b>TOTAL ESTIMATED NTE LUMP SUM FEE</b>				<b>\$29,255.00</b>

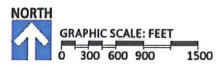
**NOTES:**

1. Pressure transducers and FH connection fittings purchased in 2012 are planned to be reused for field calibration. Any necessary upgrades or replacement of existing transducers, software and/or replacement fittings are not included in the fees estimated above.
2. Field calibration (to be performed by City crews) is estimated to include five general areas of the distribution system as outlined in task item A.7. Additional testing may be requested as needed to calibrate the water model.

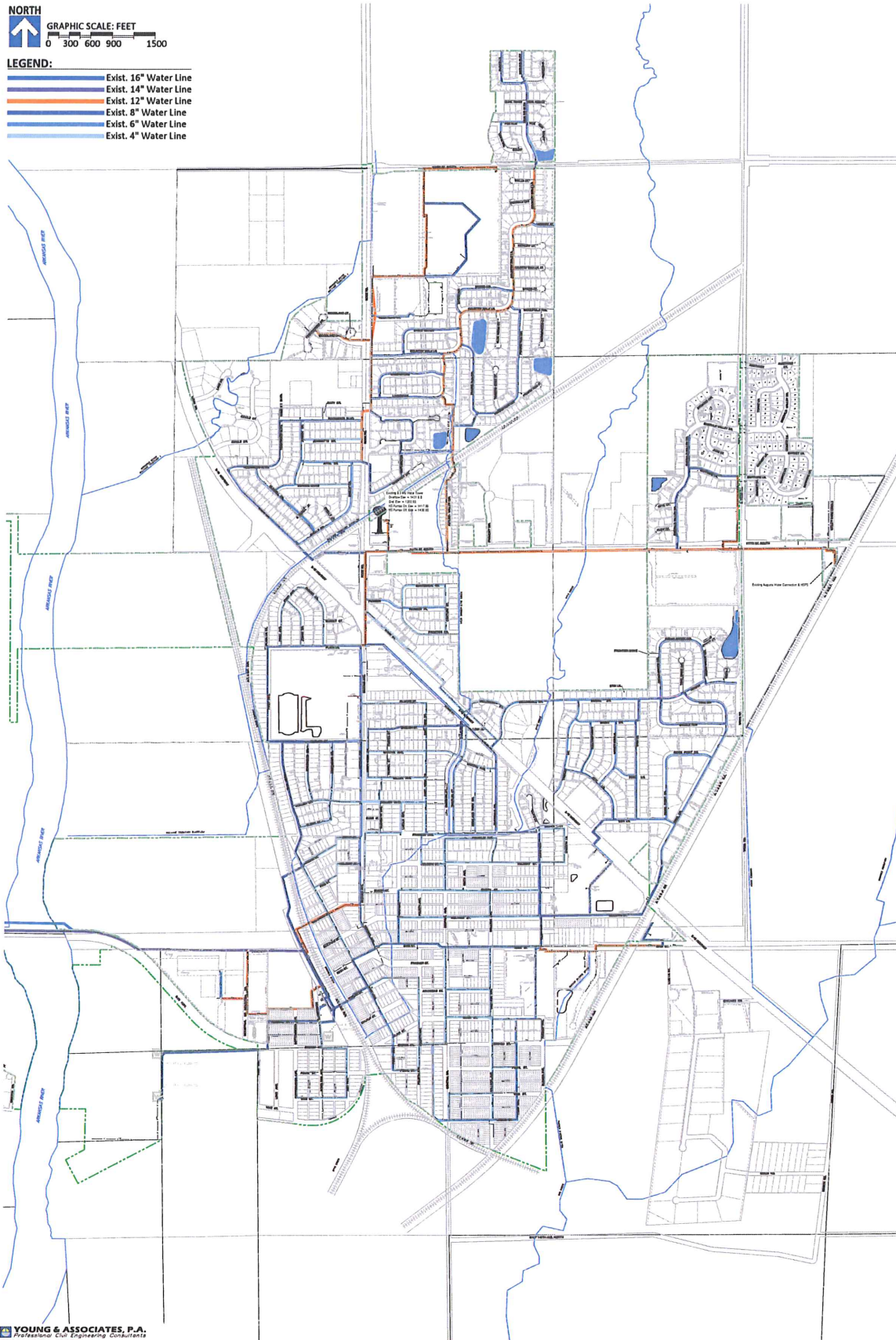


# 2024 - WATER DISTRIBUTION MAP

City of Mulvane Sedgwick / Sumner County, Kansas



- LEGEND:**
- Exist. 16" Water Line
  - Exist. 14" Water Line
  - Exist. 12" Water Line
  - Exist. 8" Water Line
  - Exist. 6" Water Line
  - Exist. 4" Water Line



**YOUNG & ASSOCIATES, P.A.**  
 Professional Civil Engineering Consultants  
 100 S. Georgia, Suite 400, KS 67022  
 Phone (316) 266-2010 Fax (316) 266-4410 email: enginfo@ya-inc.com  
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**CITY COUNCIL MEETING**  
**MULVANE, KANSAS**  
 March 17, 2025

**TO:** Mayor and City Council  
**SUBJECT:** Harvest Point Addition, Phase 1 Infrastructure  
**FROM:** City Engineer - Young & Associates, PA  
**AGENDA:** ACTION ITEM – Review/Approve Change Order No. 1 request from Kansas Paving

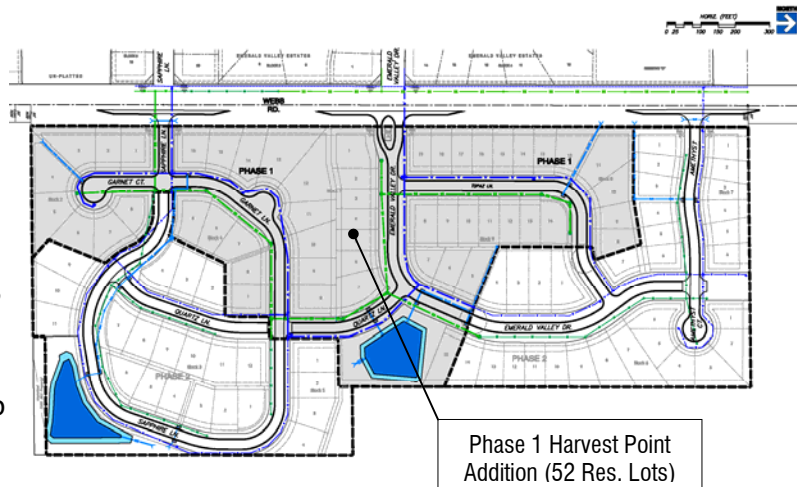
**Background:**

In December of 2023 the City approved resolutions for financing the first phase of infrastructure improvements for the Harvest Point residential development. The contract time for Street Improvements was set at 60-calendar days. The start date established in the NTP was December 30, 2024 with a completion date set for February 28, 2025.

**Analysis:**

The Contractor began mobilizing equipment on 2/17/25 but was unable to begin work due to unusually cold weather. Record setting snow storms beginning on January 4, 2025 covered the site in snow and ice through approx. January 27<sup>th</sup>. Additional snowfall occurred from 2/10/25 to approx. 2/21/25.

As a result the Contractor has requested to extend their contract time by 35-calendar days. The additional time will set the Contractor's completion date at April 4, 2025.



**Financial Considerations:**

The construction agreement with Kansas Paving for Street Improvements totals \$515,468.00. The proposed Change Order No. 1 (for additional time) does not alter the construction amount. All project costs are paid 100% by the development through special assessment property taxes.

**Legal Considerations:**

Per City Attorney.

**Recommendation/Action:**

City staff recommends approving the additional time as requested by McCullough Excavation as outlined in the following sample motion:

*Sample Motion:*

*I move the City approve Change Order No. 1 with Kansas Paving for an additional 35-calendar days for Street Improvements to serve Phase 1 Harvest Point Addition, and authorize the City Administrator to sign.*

## CONTRACT CHANGE ORDER NO. 1

Project: Street Improvements to serve,  
Phase 1 – Harvest Point, City of Mulvane, Sedgwick County, Kansas

Y&A Project No.: 23-501

Contractor: Conspec, Inc. (DBA) Kansas Paving  
4880 N Broadway Ave.  
Park City, Kansas 67219

Date: March 11, 2025

1. The following changes were made to the CONTRACT DOCUMENTS:  
The Notice to Proceed established the construction start date as 12/30/24 and set the contract completion date as 02/28/25. Record setting snow storms beginning on 1/4/25 to approx. 1/27/25, as well as additional snow between 2/10/25 and approx. 2/21/25 has delayed the start of work. As a result, the Contractor has requested to extend their 60-day calendar contract by 35-days (see attached email).
2. The following changes are hereby made to the CONTRACT AMOUNT:  
No changes in the Contract Amount.
3. The following changes are hereby made to the CONTRACT TIME:  
Add thirty-five (35) calendar days to the Contract Time.

Original Contract Time = 60 Calendar Days  
Original Contract Start Date = December 30, 2024  
Original Substantial Completion Date = February 28, 2025

Revised Contract Time (due to Change Order No. 1) = 95 Calendar Days  
Revised Substantial Completion Date = April 04, 2025

### CHANGE ORDER AUTHORIZATION:

Change Order No. 1 Requested by:  
CONTRACTOR

Conspec, Inc. (DBA) Kansas Paving 4880 N. Broadway, Park City, Kansas 67219	Date
--	------

Change Order No. 1 Recommended by:  
RESIDENT PROJECT REPRESENTATIVE

Young & Associates, PA, 100 S. Georgie, Derby, Kansas 67037	Date
--	------

Change Order No. 1 Accepted by:  
OWNER

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

**CITY COUNCIL MEETING**  
**MULVANE, KANSAS**  
 March 17, 2025

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

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

Project Name/Description	Project Status
<b>Phase 3 Main A Sanitary Sewer Improvements</b> <i>(Bond Issue funding)</i>	<p><u>Completed to Date:</u> The SS Contractor, Apex Excavating, has prepared a traffic control plan for Phase 3 Main A improvements. This plan includes Phase 2 warranty work to repair pavements on First St. The traffic control plan has been approved by City officials and was approved by KDOT on 3/10/25. Work is scheduled to begin on 3/11/25.</p> <p><u>Remaining Work:</u> Complete SS installations, including warranty work on First St. and Bridge St. (pavement repair).</p> <p><u>Contract Status:</u> Apex Excavating's current contract amount is \$1,187,155.00.</p>
<b>Phase 1 Harvest Point Addition Infrastructure</b> <i>(Municipal Bonds)</i>	<p><u>Completed to Date:</u> The Street Contractor, Kansas Paving, began mobilizing equipment on 2/17/25 and has initiated street grading work. A Change Order has been requested for additional time due to weather (see attached memo).</p> <p><u>Remaining Work:</u> McCullough is working on punch-list items including seeding and erosion control. Initiate street construction. Complete street sub-grade preparation and begin asphalt paving.</p> <p><u>Contract Status:</u> (no change) McCullough Excavation's current contract amount is \$1,672,980.25. Pay Application No. 7 was submitted on 1/31/25 in the amount \$29,627.46 and represents approx. 100% of the total contract amount (less 10% held in retainage). Kansas Paving's current contract amount is \$515,468.00.</p>
<b>Emerald Valley Estates 2<sup>nd</sup> Addition Infrastructure</b> <i>(Municipal Bonds)</i>	<p><u>Completed to Date:</u> The Grading and Utility Contractor, McCullough Excavation, is finishing up the Mass Grading and Detention Pond work. Sanitary sewer installations are complete pending pipe and MH testing. Final street plans have been completed and approved by Public Works. Bid documents are complete and the project set to begin advertising for bid the week of 3/10/25.</p> <p><u>Remaining Work:</u> Complete sanitary sewer testing and initiate water and storm sewer construction, including the installation of BMP's.</p> <p><u>Contract Status:</u> McCullough Excavation's current contract amount is \$1,174,970.00. Pay Application No. 3 was submitted on 2/28/25 in the amount \$231,898.32 and represents approx. 46.5% of the total contract amount (less 10% held in retainage). Approx. 52.3% of the work has been completed.</p>
<b>English Park Pedestrian Bridge</b> <i>(Special Sales Tax)</i>	<p><u>Completed to Date:</u> Proposals for structural and geotechnical engineering services were received on 2/26/25. On 3/3/25, the City Council approved entering into an agreement with PEC. City staff is waiting for the agreement to be completed.</p> <p><u>Remaining Work:</u> Complete an agreement with PEC and begin structural design development and bid document preparation.</p> <p><u>Contract Status:</u> TBD.</p>

City Council Meeting  
March 17, 2025

TO: Mayor and Council  
FR: City Clerk – Debbie Parker  
RE: File for 2025 Election  
ACTION: No Action – Information Only

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**Background:**

City Elections are held every two (2) years in the odd numbered year. Mulvane will have a General Election for City Council and School Board positions on November 4, 2025. The three Council positions up for election are: Tim Huntley, Kurtis Westfall, and Todd Leeds.

**Analysis:**

Persons interested in running for Mulvane City Council must file for office at the Sedgwick County Election Office, 510 N. Main, #101, Wichita, KS 67203. Filing deadline is June 2, 2025 at 12:00 Noon. The Sedgwick County Election Office is open Monday – Friday from 8 am – 5 pm. The filing fee for all City and School Offices is \$20 and is due at the time of filing unless the candidate chooses to file by petition in lieu of the filing fee. If there are more than three times the number of candidates as there are positions then a Primary Election is required to be held, it will occur on August 5, 2025.

All candidates will complete the following forms:

- > Form CS – City and School Declaration of Intention – available in person at the Sedgwick County Election Office; signature must be attested by their office.
- > Appointment of Treasurer Form; and Statement of Substantial Interest Form. These forms are available at the Sedgwick County Election Office or online at:  
<https://www.sedgwickcounty.org/elections/forms/>

The term of office shall commence on the second Monday in January following certification of the election. Every person elected or appointed to city office, before entering upon the duties of such office shall take and subscribe an oath or affirmation as specified in K.S.A. 54-106, and amendments thereto, and every such oath or affirmation shall be filed with the city clerk.

**Legal Considerations:**

There are no legal considerations.

**Financial Considerations:**

None

**Recommendation:**

No action necessary. Information purposes only.



# CASH & BUDGET STATEMENT

February 2025

Fund	Begin Bal	Revenue	Expenses	End Bal	Budget	YTD Rev	YTD Exp	Remaining	% Spent
General*	6,014,678.15	255,226.93	381,751.59	6,014,678.15	8,997,059	1,403,759.62	1,409,109.15	7,587,949.85	15.66%
Administration			48,463.60		3,065,250		594,833.34	2,470,416.66	19.41%
Public Works			66,317.03		1,101,035		188,017.98	913,017.02	17.08%
Police			124,820.95		2,645,396		306,231.46	2,339,164.54	11.58%
Fire			26,393.21		305,188		71,489.19	233,698.81	23.42%
Ambulance			106,671.70		1,730,340		228,957.58	1,501,382.42	13.23%
Planning & Zoning			9,085.10		149,350		19,579.60	129,770.40	13.11%
Bindweed			-		500		-	500.00	0.00%
Employee Benefit	1,624,991.99	6,289.46	128,681.70	1,501,738.69	2,549,800	1,101,859.44	305,979.00	2,243,821.00	12.00%
Debt Service	1,523,062.97	5,526.40	209,945.58	1,318,643.79	2,825,541	1,417,431.02	209,950.15	2,615,590.85	7.43%
Capital Improvements	632,476.83	-	-	632,476.83	426,000	481.78	-	426,000.00	0.00%
Special Liability	224,242.37	2,872.21	-	227,114.58	187,400	3,138.21	-	187,400.00	0.00%
Industrial Development	187,003.67	-	-	187,003.67	134,600	231.45	-	134,600.00	0.00%
Library	316,494.87	-	225,000.00	91,494.87	602,800	304,923.21	225,003.49	377,796.51	37.33%
Special Alcohol	43,315.32	-	-	43,315.32	37,141	-	-	37,141.00	0.00%
Swimming Pool	302.53	-	115.94	186.59	189,000	-	742.11	188,257.89	0.39%
Sr. Center	(1,961.61)	7,792.94	6,175.39	(344.06)	126,200	8,787.94	13,482.11	112,717.89	10.68%
Library Sales Tax	154,788.25	-	3,307.50	151,480.75	132,282	-	6,202.47	126,079.53	4.69%
1% Sales Tax	1,550,788.96	-	38,875.00	1,511,913.96	1,489,701	85,293.90	38,875.00	1,450,826.00	2.61%
Special Highway	457,989.69	1,305.17	8,635.00	450,659.86	398,459	47,736.38	9,499.24	388,959.76	2.38%
Special Parks	207,160.93	-	2,003.55	205,157.38	219,865	-	15,150.65	204,714.35	6.89%
Transient Guest Tax	792,178.97	-	4,000.00	788,178.97	843,828	154,634.37	50,000.00	793,828.00	5.93%
Mulvane Land Bank	19,110.50	-	114.40	18,996.10	17,740	-	114.40	17,625.60	0.64%
Electric	6,894,031.13	407,531.52	340,131.66	6,940,254.74	7,069,853	850,769.31	720,196.44	6,349,656.56	10.19%
Water	1,063,616.34	96,909.22	70,381.30	1,078,499.83	1,688,544	172,726.00	168,651.95	1,519,892.05	9.99%
Wastewater	1,803,064.64	167,371.43	153,214.65	1,796,766.08	2,242,522	311,565.04	264,191.81	1,978,330.19	11.78%
Storm Sewer	488,303.65	5,529.81	1,130.32	492,469.70	205,000	9,253.86	1,130.32	203,869.68	0.55%
Municipal Equipment Reserve	571,358.68	-	-	463,059.73	0	-	-	-	-
ARPA					0			-	-
<b>TOTAL</b>	<b>24,566,998.83</b>	<b>956,355.09</b>	<b>1,573,463.58</b>	<b>23,913,745.53</b>	<b>30,383,335</b>	<b>5,872,591.53</b>	<b>3,438,278.29</b>	<b>26,945,056.71</b>	<b>11.32%</b>





Mulvane, KS

# Check Report

By Check Number

Date Range: 02/01/2025 - 03/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK-POOL						
00463	BERRY COMPANIES INC	02/06/2025	Regular	0.00	65,400.00	63459
10642	BG PRODUCTS INC HOLDING COMPANY	02/06/2025	Regular	0.00	230.24	63460
00071	CENTRAL POWER SYS & SERV INC	02/06/2025	Regular	0.00	570.00	63461
00101	CHRISTOPHER DAVIS	02/06/2025	Regular	0.00	600.00	63462
10595	CONTRACTOR SOLUTIONS OF KC LLC	02/06/2025	Regular	0.00	159.96	63463
00170	CORE & MAIN	02/06/2025	Regular	0.00	7,492.30	63464
00092	COX COMMUNICATIONS	02/06/2025	Regular	0.00	630.00	63465
10334	DEARL D SHULL	02/06/2025	Regular	0.00	50.00	63466
00461	EVERGY	02/06/2025	Regular	0.00	12,784.45	63467
00145	FOUR STATE MAINTENANCE SUPPLY INC	02/06/2025	Regular	0.00	39.56	63468
00150	GALL'S INC.	02/06/2025	Regular	0.00	12.35	63469
10212	GOLDSTAR PRODUCTS INC.	02/06/2025	Regular	0.00	7,647.30	63470
00160	GRAINGER, W.W. INC.	02/06/2025	Regular	0.00	121.72	63471
00162	H.D. INDUSTRIES, INC.	02/06/2025	Regular	0.00	291.75	63472
00438	HD SUPPLY, INC.	02/06/2025	Regular	0.00	1,628.88	63473
01063	HUTCHINSON SALT COMPANY, INC.	02/06/2025	Regular	0.00	840.70	63474
00254	JAMES LARRY LINN, ATTY AT LAW	02/06/2025	Regular	0.00	2,000.00	63475
10391	JOY KAY WILLIAMS	02/06/2025	Regular	0.00	2,000.00	63476
01034	KANSAS DEPARTMENT OF HEALTH &	02/06/2025	Regular	0.00	50.00	63477
00209	KANSAS GAS SERVICE	02/06/2025	Regular	0.00	1,152.78	63478
00225	KANSAS STATE FIREFIGHTERS ASSO	02/06/2025	Regular	0.00	529.20	63479
10552	KONICA MINOLTA BUSINESS SOLUTIONS	02/06/2025	Regular	0.00	524.86	63480
10326	Konica Minolta Premier Finance	02/06/2025	Regular	0.00	659.31	63481
00243	KROGER-DILLONS CUSTOMER CHARGE	02/06/2025	Regular	0.00	100.87	63482
10226	LOCKE SUPPLY COMPANY	02/06/2025	Regular	0.00	100.55	63483
00257	LOWES BUSINESS ACCOUNT	02/06/2025	Regular	0.00	2,589.05	63484
	**Void**	02/06/2025	Regular	0.00	0.00	63485
01219	MERIDIAN ANALYTICAL LABS LLC	02/06/2025	Regular	0.00	80.00	63486
00357	MICHAEL J. ROBINSON	02/06/2025	Regular	0.00	262.95	63487
00357	MICHAEL J. ROBINSON	02/06/2025	Regular	0.00	695.70	63488
00291	MULVANE PUBLIC LIBRARY	02/06/2025	Regular	0.00	225,000.00	63489
00307	O'REILLY AUTO ENTERPRISES LLC	02/06/2025	Regular	0.00	686.80	63490
	**Void**	02/06/2025	Regular	0.00	0.00	63491
10461	QUADIENT FINANCE USA, INC.	02/06/2025	Regular	0.00	300.00	63492
00340	QUILL CORPORATION	02/06/2025	Regular	0.00	121.23	63493
00112	RK BLACK INC	02/06/2025	Regular	0.00	42.38	63494
00104	RODNEY L SCHUMOCK	02/06/2025	Regular	0.00	315.00	63495
00479	YOUNG & ASSOCIATES, P. A.	02/06/2025	Regular	0.00	22,287.00	63496
	**Void**	02/06/2025	Regular	0.00	0.00	63497
00012	AIRGAS USA, INC.	02/13/2025	Regular	0.00	134.20	63504
01041	ALL COVERED	02/13/2025	Regular	0.00	6,796.88	63505
00051	BRENNTAG SOUTHWEST, INC	02/13/2025	Regular	0.00	16,596.80	63506
09957	CARSON INSURANCE GROUP	02/13/2025	Regular	0.00	100.00	63507
01093	CENTRAL PLAINS DEVELOPMENT	02/13/2025	Regular	0.00	33.25	63508
00075	CHENEY DOOR CO., INC.	02/13/2025	Regular	0.00	1,006.47	63509
00182	CHRISTOPHER HOLZMAN, ATTY AT LAW	02/13/2025	Regular	0.00	600.00	63510
00170	CORE & MAIN	02/13/2025	Regular	0.00	25,180.89	63511
00092	COX COMMUNICATIONS	02/13/2025	Regular	0.00	104.41	63512
00092	COX COMMUNICATIONS	02/13/2025	Regular	0.00	3,399.38	63513
10223	CRH COFFEE INC	02/13/2025	Regular	0.00	460.33	63514
00103	DE LAGE LANDEN INC	02/13/2025	Regular	0.00	77.44	63515
00149	GALAXIE BUSINESS EQUIPMENT, INC.	02/13/2025	Regular	0.00	542.82	63516
00150	GALL'S INC.	02/13/2025	Regular	0.00	148.99	63517
00152	GARNETT AUTO SUPPLY, INC.	02/13/2025	Regular	0.00	940.96	63518

## Check Report

Date Range: 02/01/2025 - 03/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10390	GARY L HILL	02/13/2025	Regular	0.00	400.00	63519
00347	HENDERSON INVESTMENTS INC	02/13/2025	Regular	0.00	201.01	63520
10440	HUSTON J. HOWERY	02/13/2025	Regular	0.00	2,551.63	63521
10218	INTERLINGUAL INTERPRETING SERVICES	02/13/2025	Regular	0.00	155.20	63522
01164	JOJACS LANDSCAPING & MOWING INC	02/13/2025	Regular	0.00	2,385.96	63523
10465	JUMPSTART	02/13/2025	Regular	0.00	867.34	63524
01034	KANSAS DEPARTMENT OF HEALTH &	02/13/2025	Regular	0.00	315.00	63525
00209	KANSAS GAS SERVICE	02/13/2025	Regular	0.00	4,340.97	63526
00226	KANSAS STATE TREASURER	02/13/2025	Regular	0.00	424,565.83	63527
	**Void**	02/13/2025	Regular	0.00	0.00	63528
00235	KDHE - BUREAU OF WATER	02/13/2025	Regular	0.00	185.00	63529
10314	KU EDWARDS CAMPUS	02/13/2025	Regular	0.00	175.00	63530
00252	LIFE-ASSIST, INC.	02/13/2025	Regular	0.00	2,257.32	63531
09913	MABCD	02/13/2025	Regular	0.00	577.90	63532
00277	MOCIC	02/13/2025	Regular	0.00	150.00	63533
00279	MORES EXCAVATING CO	02/13/2025	Regular	0.00	696.00	63534
00282	MULVANE CHAMBER OF COMMERCE	02/13/2025	Regular	0.00	180.00	63535
00283	MULVANE COOPERATIVE UNION	02/13/2025	Regular	0.00	5,339.47	63536
00283	MULVANE COOPERATIVE UNION	02/13/2025	Regular	0.00	2,327.81	63537
10108	MULVANE MARAUDERS	02/13/2025	Regular	0.00	2,000.00	63538
01142	MULVANE OLD SETTLERS LLC	02/13/2025	Regular	0.00	2,000.00	63539
10091	MULVANE REC CENTER	02/13/2025	Regular	0.00	495.00	63540
00294	MURDOCK COMPANIES, INC.	02/13/2025	Regular	0.00	81.02	63541
10349	NATHAN WERTH	02/13/2025	Regular	0.00	1,491.36	63542
00306	NOTARY PUBLIC UNDERWRITERS	02/13/2025	Regular	0.00	93.95	63543
00310	OMNI SERVICES GROUP LLC	02/13/2025	Regular	0.00	2,796.65	63544
00323	PETTY CASH-CITY OF MULVANE	02/13/2025	Regular	0.00	1,110.00	63545
00458	PHILIP L. WEISER	02/13/2025	Regular	0.00	150.00	63546
00340	QUILL CORPORATION	02/13/2025	Regular	0.00	566.34	63547
00348	REED CARWASH INC.	02/13/2025	Regular	0.00	90.00	63548
00361	RUSTY ECK FORD INC	02/13/2025	Regular	0.00	113.37	63549
00379	SEDGWICK CO DIVISION OF FINANC	02/13/2025	Regular	0.00	1,789.65	63550
00407	SUMNER CO. SHERIFF	02/13/2025	Regular	0.00	2,220.00	63551
09874	SUMNER COUNTY TREASURER	02/13/2025	Regular	0.00	2.03	63552
00411	TELEFLEX INC./ARROW	02/13/2025	Regular	0.00	665.00	63553
00003	TRENTON BREESE	02/13/2025	Regular	0.00	500.00	63554
10366	UNDERGROUND VAULTS & STORAGE, INC	02/13/2025	Regular	0.00	63.80	63555
00443	VERIZON WIRELESS	02/13/2025	Regular	0.00	561.64	63556
00446	VIA CHRISTI HOME MEDICAL LLC	02/13/2025	Regular	0.00	295.00	63557
00454	WASHER SPECIALTIES COMPANY	02/13/2025	Regular	0.00	167.01	63558
10183	WASTE MANAGEMENT	02/13/2025	Regular	0.00	1,312.47	63559
10466	WESTLAKE HARDWARE INC	02/13/2025	Regular	0.00	169.22	63560
00094	WICHITA WATER CONDITIONING, INC.	02/13/2025	Regular	0.00	223.38	63561
00479	YOUNG & ASSOCIATES, P. A.	02/13/2025	Regular	0.00	612.50	63562
10572	Z&M ENTERPRISE, LLC	02/13/2025	Regular	0.00	5,292.69	63563
01034	KANSAS DEPARTMENT OF HEALTH &	02/13/2025	Regular	0.00	-185.00	63565
01034	KANSAS DEPARTMENT OF HEALTH &	02/13/2025	Regular	0.00	185.00	63565
00004	A-FORD-ABLE LOCKSMITHING INC.	02/20/2025	Regular	0.00	818.95	63566
00012	AIRGAS USA, INC.	02/20/2025	Regular	0.00	495.86	63567
10493	AMAZON	02/20/2025	Regular	0.00	15.29	63568
00242	BORDER STATES ELECTRIC	02/20/2025	Regular	0.00	831.10	63569
10494	BTAC HOLDING CORP	02/20/2025	Regular	0.00	2,893.51	63570
10499	CENTER POINT, INC.	02/20/2025	Regular	0.00	49.74	63571
10239	ELECTRI-TECH INC.	02/20/2025	Regular	0.00	2,050.00	63572
10701	FINALCOVER LLC	02/20/2025	Regular	0.00	3,755.40	63573
00145	FOUR STATE MAINTENANCE SUPPLY INC	02/20/2025	Regular	0.00	108.61	63574
00152	GARNETT AUTO SUPPLY, INC.	02/20/2025	Regular	0.00	408.17	63575
00160	GRAINGER, W.W. INC.	02/20/2025	Regular	0.00	9.65	63576
00197	IVERSON & WESTFALL PLBG INC.	02/20/2025	Regular	0.00	155.00	63577
00030	JOHN DEERE FINANCIAL	02/20/2025	Regular	0.00	109.98	63578
00220	KANSAS POWER POOL	02/20/2025	Regular	0.00	213,614.31	63579

## Check Report

Date Range: 02/01/2025 - 03/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10326	Konica Minolta Premier Finance	02/20/2025	Regular	0.00	145.79	63580
00195	MCWI BENTURES LLC	02/20/2025	Regular	0.00	1,711.60	63581
01219	MERIDIAN ANALYTICAL LABS LLC	02/20/2025	Regular	0.00	1,070.35	63582
10606	MIDWEST FASTENER SUPPLY, INC.	02/20/2025	Regular	0.00	51.00	63583
10022	MIDWEST MOTOR SUPPLY CO. INC	02/20/2025	Regular	0.00	96.00	63584
10500	MIDWEST TAPE, LLC.	02/20/2025	Regular	0.00	348.96	63585
00305	NORTHERN TOOL & EQUIPMENT	02/20/2025	Regular	0.00	3,249.98	63586
09985	PETER A. MACKINNEY	02/20/2025	Regular	0.00	2,480.00	63587
00340	QUILL CORPORATION	02/20/2025	Regular	0.00	49.44	63588
10697	RDG PLANNING & DESIGN, INC.	02/20/2025	Regular	0.00	25,375.00	63589
10351	RICKY STORTS	02/20/2025	Regular	0.00	125.00	63590
00370	SALISBURY SUPPLY COMPANY, INC.	02/20/2025	Regular	0.00	1.95	63591
10008	SCHAFFER MANUFACTURING COMPANY	02/20/2025	Regular	0.00	2,834.04	63592
00386	SHRED-IT US JV LLC	02/20/2025	Regular	0.00	25.56	63593
10605	SNAP-ON INCORPORATED	02/20/2025	Regular	0.00	1,056.50	63594
10357	SUBSURFACE SOLUTIONS LLC	02/20/2025	Regular	0.00	291.95	63595
10647	SURVEYING AND MAPPING, LLC	02/20/2025	Regular	0.00	3,335.00	63596
10250	SUSAN DUTCHER	02/20/2025	Regular	0.00	310.00	63597
00446	VIA CHRISTI HOME MEDICAL LLC	02/20/2025	Regular	0.00	35.00	63598
10466	WESTLAKE HARDWARE INC	02/20/2025	Regular	0.00	15.96	63599
10322	AMERICAN RESPONSE VEHICLES, INC.	02/24/2025	Regular	0.00	165,604.00	63600
00051	BRENNTAG SOUTHWEST, INC	03/03/2025	Regular	0.00	1,398.00	63613
00075	CHENEY DOOR CO., INC.	03/03/2025	Regular	0.00	167.00	63614
00080	CITY OF MULVANE-UTILITIES	03/03/2025	Regular	0.00	25,642.27	63615
00170	CORE & MAIN	03/03/2025	Regular	0.00	701.52	63616
00148	GADES SALES COMPANY, INC.	03/03/2025	Regular	0.00	6,454.67	63617
00152	GARNETT AUTO SUPPLY, INC.	03/03/2025	Regular	0.00	562.67	63618
00160	GRAINGER, W.W. INC.	03/03/2025	Regular	0.00	640.03	63619
10705	KANSAS ASSOC. OF CHIEFS OF POLICE	03/03/2025	Regular	0.00	2,000.00	63620
01034	KANSAS DEPARTMENT OF HEALTH &	03/03/2025	Regular	0.00	25.00	63621
00237	KEY EQUIPMENT & SUPPLY CO.	03/03/2025	Regular	0.00	2,844.91	63622
01219	MERIDIAN ANALYTICAL LABS LLC	03/03/2025	Regular	0.00	160.00	63623
10022	MIDWEST MOTOR SUPPLY CO. INC	03/03/2025	Regular	0.00	629.31	63624
00272	MIDWEST TRUCK EQUIPMENT INC.	03/03/2025	Regular	0.00	1,185.00	63625
10618	MULVANE PATRIOTS	03/03/2025	Regular	0.00	17,000.00	63626
00294	MURDOCK COMPANIES, INC.	03/03/2025	Regular	0.00	57.71	63627
00302	NATIONAL SIGN COMPANY, INC	03/03/2025	Regular	0.00	808.24	63628
01103	RAINBOW GROUP LLC	03/03/2025	Regular	0.00	247.80	63629
00441	THE G W VAN KEPPEL COMPANY	03/03/2025	Regular	0.00	1,909.18	63630
10466	WESTLAKE HARDWARE INC	03/03/2025	Regular	0.00	36.99	63631
00094	WICHITA WATER CONDITIONING, INC.	03/03/2025	Regular	0.00	23.90	63632
00196	INTRUST CARD CENTER	02/18/2025	Bank Draft	0.00	6,281.76	DFT0004079
00046	BLUE CROSS AND BLUE SHIELD	02/04/2025	Bank Draft	0.00	1,121.96	DFT0004083
00046	BLUE CROSS AND BLUE SHIELD	02/11/2025	Bank Draft	0.00	614.15	DFT0004084

## Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	206	151	0.00	1,382,861.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-185.00
Bank Drafts	46	3	0.00	8,017.87
EFT's	0	0	0.00	0.00
	<b>252</b>	<b>159</b>	<b>0.00</b>	<b>1,390,693.95</b>

## Check Report

Date Range: 02/01/2025 - 03/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PYBNK-PAYROLL-POOL						
01018	AXA EQUITABLE - EQUI-VEST	02/06/2025	Regular	0.00	9,825.00	63498
00079	CITY OF MULVANE	02/06/2025	Regular	0.00	2,625.72	63499
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	02/14/2025	Regular	0.00	78.46	63502
01016	KANSAS PAYMENT CENTER	02/14/2025	Regular	0.00	504.45	63503
00106	DELTA DENTAL OF KANSAS	02/13/2025	Regular	0.00	5,432.19	63564
01012	AFLAC	02/28/2025	Regular	0.00	316.29	63609
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	02/28/2025	Regular	0.00	78.46	63610
01016	KANSAS PAYMENT CENTER	02/28/2025	Regular	0.00	504.45	63611
01022	LEGAL SHIELD	02/28/2025	Regular	0.00	371.75	63612
01021	KPERS	02/14/2025	Bank Draft	0.00	22,944.77	DFT0004067
01021	KPERS	02/14/2025	Bank Draft	0.00	11,519.13	DFT0004068
01021	KPERS	02/28/2025	Bank Draft	0.00	729.29	DFT0004088
01021	KPERS	02/28/2025	Bank Draft	0.00	24,250.41	DFT0004089
01021	KPERS	02/28/2025	Bank Draft	0.00	11,851.40	DFT0004090

## Bank Code PYBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	20	9	0.00	19,736.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	71,295.00
EFT's	0	0	0.00	0.00
	25	14	0.00	91,031.77

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	226	160	0.00	1,402,597.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-185.00
Bank Drafts	51	8	0.00	79,312.87
EFT's	0	0	0.00	0.00
	277	173	0.00	1,481,725.72

Fund Summary

Fund	Name	Period	Amount
999	Pool Cash Fund	2/2025	1,419,231.52
999	Pool Cash Fund	3/2025	62,494.20
			1,481,725.72

Approved

Date

City Council Meeting  
March 17, 2024

TO: Mayor & City Council  
FR: Sherry Johnson – Licensing clerk  
RE: Cereal Malt Beverage (CMB) & Liquor License  
ACTION: Approve CMB License Renewal

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**Background:**

The council must approve CMB Licenses Renewals.

**Analysis:**

City staff contacts all the vendors who hold any CMB/Liquor Licenses well in advance and then works with those license holders to properly complete the necessary application forms. Any new applications submitted must be reviewed by the City Attorney and approved by the City Council.

**Financial Considerations:**

The proper licensing fees have been paid by the applicant.

**Legal Considerations:**

The application has been reviewed by the City Attorney.

**Recommendation:**

Motion to approve a CMB License for Mulvane Patriots Baseball Association.

# 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): 004-833180030-F01

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

Name of Corporation Mulvane Patriots Baseball Association		FEIN 83-3180030	
Corporation Street Address 6501 W Irving	Corporation City Wichita	State KS	Zip Code 67209
Date of Incorporation Jan 2024	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name Sheldon Howell	Phone No. 3167343308		
Residence Street Address 5811 N Sullivan	City Wichita	State KS	Zip Code 67204

## SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name Mulvane Patriots	Name		
Business Location Address 955 E 11th St. S	Address		
City Mulvane, KS 67110	State KS	City	State KS
Email Address(s) Please separate values with a comma. kclbonline@outlook.com			
Business Phone No. 3167343308	<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) City of Mulvane			

## 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 Sheldon Howell	Position President		
Residence Street Address 5811 N Sullivan	City Wichita	State KS	Zip Code 67204
Spouse Name Ashley Howell	Position N/A		
Residence Street Address 2526 N Shefford CT	City Wichita	State KS	Zip Code 67205
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

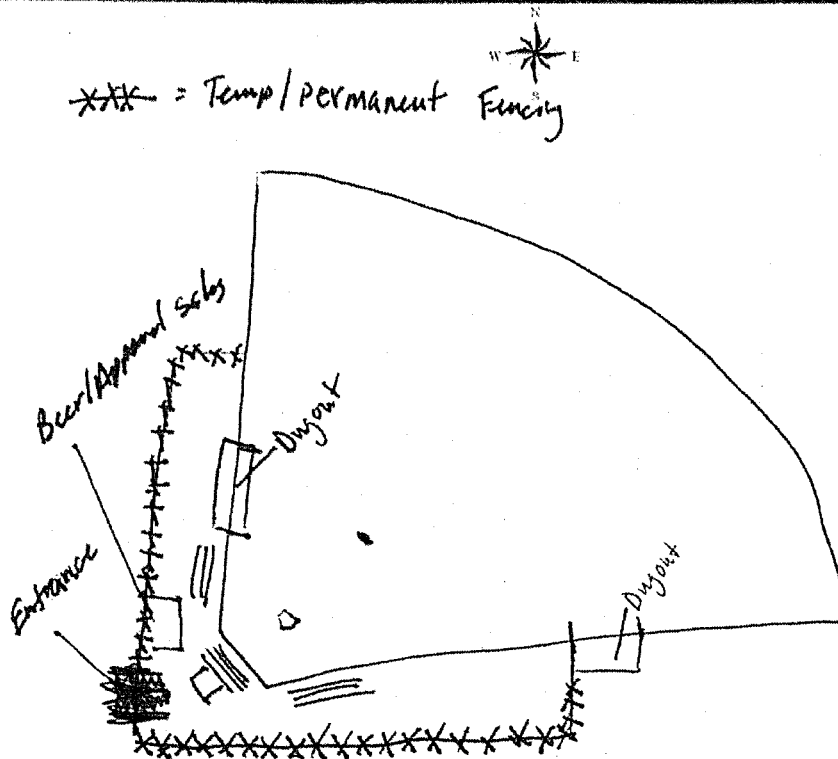
<b>SECTION 5 – MANAGER OR AGENT INFORMATION</b>		
My place of business or special event will be conducted by a manager or agent.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name Dave Buche	Phone No. 3168070973	Date of Birth
Residence Street Address 4135 S Heather RD	City and State Derby, KS	Zip Code 67037
<b>Manager or Agent Spousal Information*</b>		
Spouse Name N/A	Phone No.	Date of Birth
Residence Street Address	City and State	Zip Code
<b>SECTION 6 – QUALIFICATIONS FOR LICENSURE</b>		
Applies to each partner or member of a firm or association AND their spouses*. Enter lowest residency length number**.		
Are all persons identified in Sections 4 & 5 Citizens of the United States*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is the person identified in Section 5 currently a resident of Kansas*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
All persons identified in Sections 4 & 5 are at least 21 years old*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
All persons in Sections 4 & 5 have been a Kansas resident for at least    34    years prior to submitting this application.**		
Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the spouse of any partner or member ever been convicted of any of the crimes identified in Section 6 during the time the partner or member held a CMB license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SECTION 7 – DURATION OF SPECIAL EVENT</b>		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 8 on the next page.



## SECTION 8 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: ☒ 8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

1/23/25

### FOR CITY/COUNTY OFFICE USE ONLY:

☐ License Fee Received Amount \$ \_\_\_\_\_ Date \_\_\_\_\_  
( \$25 - \$50 for Off-Premise license or \$25-200 On-Premise license )

☐ \$25 CMB Stamp Fee Received Date \_\_\_\_\_

☐ Background Investigation

☐ Completed Date \_\_\_\_\_

☐ Qualified

☐ Disqualified

☐ Verified applicant has registered with the TTB as an Alcohol Dealer

☐ New License Approved

Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

☐ License Renewed

Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

☐ Special Event Permit Approved

Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

\* Applicant's spouse is not required to meet citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

CITY OF MULVANE

CONSENT AGENDA MEMO

TO: Mayor and City Council

FROM: Jacob, Director of Public Works & Utilities

DATE: March 17, 2025

SUBJECT: Approval to Purchase a Replacement Emulsion Tank for the Asphalt Patch Truck

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**Background:**

The Public Works Department's asphalt patch truck is a critical piece of equipment used for street maintenance and repairs. The existing emulsion tank is over 15 years old and has significant corrosion, causing flaking metal to enter the system and plug the hoses. Due to this deterioration, the tank is no longer reliable, and replacing it is necessary to continue effective asphalt patching operations.

H.D. Industries Inc. is the original manufacturer of our asphalt patch truck emulsion tank. The replacement tank is custom-built specifically for this truck, ensuring compatibility with the existing systems, including the heating and pumping mechanisms.

**Proposal:**

H.D. Industries, Inc. has provided a quote for a 150-gallon emulsion tank designed to integrate seamlessly with our truck. The tank includes an engine coolant circulating heating system, a new tack oil pump, coupling hydraulic motor assembly, a diesel flush valve, and a 220 VAC immersion heater with temperature control. The quote also includes freight and crate fees.

**Financial Impact:**

The total cost for the replacement emulsion tank and associated fees is \$14,206.31, which includes:

- 150-Gallon Emulsion Tank – \$9,937.50
- Geo-Tech Membrane 275-Gallon Tote (Tack Oil Alternative) – \$2,650.00
- Crate Fee – \$500.00
- Freight – \$1,118.81

Funds for this purchase are available within the approved budget for street maintenance equipment.

**Recommendation:**

Staff recommends the City Council approve the purchase of the replacement emulsion tank from H.D. Industries, Inc. for a total of \$14,206.31 and authorize staff to proceed with the order.

**Sample Motion:**

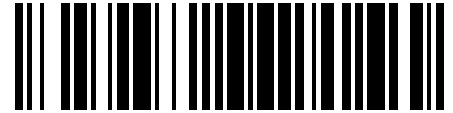
*"I move to approve the purchase of the replacement emulsion tank from H.D. Industries, Inc. for \$14,206.31 and authorize staff to proceed with the order."*

# Estimate

## H.D. Industries, Inc.

H.D. Industries, Inc.  
P.O. Box 8250  
Jacksonville, TX 75766  
www.pro-patch.com  
Phone:(903) 586-6126  
Phone: (903) 586-6126  
Fax: (903) 586-0904  
Email: Brent@pro-patch.com

Order #	Date
<b>S35893</b>	03/04/2025



Bill To:
CITY OF MULVANE 211 N. SECOND STREET MULVANE, KS 67110

Ship To:
CITY OF MULVANE 410 Bridge Street MULVANE, KS 67110

Customer: MULVANE KS, CITY OF
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Contact: CITY OF MULVANE
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Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
BRAD	NET 30	Origin	UPS GROUND		03/03/2025

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	RO-150-ET	150 GALLON EMULSION TANK SET UP FOR ENGINE COOLANT CIRCULATING HETAING SYSTEM, PAINTED TO CUSTOMER'S COLOR CODE, DECALS, U-BOLTS, NEW TACK OIL PUMP, COUPLING HYDRAULIC MOTOR ASSEMBLY. DIESEL FLUSH VALVE AND CHECK VALVE, 220 VAC IMMERSION HEATER & TEMP	\$9,937.50	1 ea	\$ 9,937.50
2	Sale	PHPM 50 TOTE 275	GEO-TECH MEMBRANE 275 GALLON TOTE (tack oil alternative)	\$2,650.00	1 ea	\$ 2,650.00
3	Sale	CRT FEE	CRATE FEE	\$500.00	1 ea	\$ 500.00
4	Sale	FREIGHT	FREIGHT	\$791.41	1 ea	\$ 791.41
5	Sale	FREIGHT	FREIGHT	\$327.40	1 ea	\$ 327.40

<b>Subtotal:</b>	<b>\$14,206.31</b>
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$14,206.31</b>

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

March 12, 2025

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

Re: **Grading and Utility Improvements to serve,**  
Emerald Valley Estates 2<sup>nd</sup> Addition, Mulvane, Sedgwick County, Kansas  
Y&A Project No. 24-504

Dear Mr. St. John:

Transmitted herewith is a signed PDF copy of Payment Application No. 3 from McCullough Excavation, Inc. for the above referenced project. Based on observations made on 03/06/25, it appeared the grading work is nearing completion, sanitary sewer is complete with the exception of testing and work has started on storm sewer.

Accordingly, we would concur with the amount of \$231,898.32 as requested. Payment Application No. 3 represents 46.5% of the total contract amount. We estimate approx. 52.3% of the total work as been completed to date. Per the contract documents, 10% of the value of the work has been retained.

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

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

Very truly yours,  
YOUNG & ASSOCIATES, PA



Christopher R. Young, PE  
City Engineer

Attachments

# Contractor's Application for Payment No.

3

Application Period: February 1st thru February 28th		Application Date: February 28, 2025	
To (Owner): City of Mulvane, KS	From (Contractor): McCullough Excavation, Inc.	Via (Engineer): Young and Associates	
Project: Emerald Valley Estates 2nd Addition	Contract:		
Owner's Contract No.:	Contractor's Project No.: 24171	Engineer's Project No.:	

## Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$	\$1,174,970.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$	\$0.00
			3. Current Contract Price (Line 1 ± 2).....	\$	\$1,174,970.00
			4. TOTAL COMPLETED AND STORED TO DATE		
			(Column F total on Progress Estimates).....	\$	\$546,364.85
			5. RETAINAGE:		
			a. 10% X \$546,364.85 Work Completed.....	\$	\$54,636.49
			b. 10% X \$0.00 Stored Material.....	\$	\$0.00
			c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$54,636.49
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$491,728.37
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$259,830.05
			8. AMOUNT DUE THIS APPLICATION.....	\$	\$231,898.32
			9. BALANCE TO FINISH, PLUS RETAINAGE		
			(Column G total on Progress Estimates + Line 5.c above).....	\$	\$683,241.64
TOTALS	\$0.00	\$0.00			
NET CHANGE BY CHANGE ORDERS	\$0.00				

### Contractor's Certification

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

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

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

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

### Contractor Signature

By: [Signature] Date: 3-5-2025

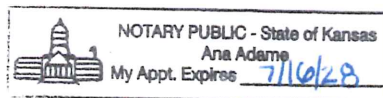
Payment of: \$ 231,898.32  
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] 3/10/25  
(Engineer) (Date)

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

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

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



Ana Adams

## Progress Estimate - Unit Price Work

## Contractor's Application

For (Contract): Emerald Valley Estates 2nd Addition								Application Number: 3							
Application Period: February 1st thru February 28th								Application Date: February 28, 2025							
A		B		C	D	E	F	G	H	I	J	K	L		M
Item				Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED		Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description			Item Quantity	Units	Unit Price	Total Value of Item (\$)			From Previous Applications	This Period				
	Mass Grading						\$0.00		\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
1	Earthwork, complete in place per lump sum			1	LS	\$120,250.00	\$120,250.00	0.9	\$108,225.00	\$108,225.00	\$0.00	\$0.00	\$108,225.00	90.0%	\$12,025.00
2	34"x22" RCPHE Storm Sewer, Complete in place per linear foot			44	LF	\$150.00	\$6,600.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$6,600.00
3	34"x22" RCPHE End Section, complete in place per each			2	EA	\$1,500.00	\$3,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,000.00
4	Modular Block Wall, complete in place per linear foot			120	LF	\$129.00	\$15,480.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$15,480.00
5	Light-Type Stone Rip-Rap on Geotextile Liner, complete in place			245.3	SY	\$85.00	\$20,850.50		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$20,850.50
6	Soil Retention Blanket, complete in place per square yard			1479	SY	\$1.90	\$2,810.10		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,810.10
7	Seeding and Erosion Control, complete in place per lump sum			1	LS	\$34,744.00	\$34,744.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$34,744.00
8	Site Clearing and Restoration, complete in place per lump sum			1	LS	\$79,725.40	\$79,725.40	0.75	\$59,794.05	\$59,794.05	\$0.00	\$0.00	\$59,794.05	75.0%	\$19,931.35
							\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
							\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
							\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
							\$0.00		\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
							\$0.00		\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
							\$0.00		\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
							\$0.00		\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
							\$0.00		\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
							\$0.00		\$0.00		\$0.00	\$0.00	\$0.00		\$0.00
	Totals						\$283,460.00		\$168,019.05		\$0.00	\$0.00	\$168,019.05	59.3%	\$115,440.95

## Contractor's Application

EJCDC® C-620 Contractor's Application for Payment  
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Page 3 of 5



## Contractor's Application

EJCDC® C-620 Contractor's Application for Payment  
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# Progress Estimate - Unit Price Work

# Contractor's Application

For (Contract): Emerald Valley Estates 2nd Addition										Application Number: 3			
Application Period: February 1st thru February 28th										Application Date: February 28, 2025			
A	B	C	D	E	F	G	H	I	J	K	L		M
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED		Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)			From Previous Applications	This Period				
	<u>Water Line</u>						\$0.00				\$0.00		\$0.00
1	12" Water Line, complete in place per linear foot	676	LF	\$80.00	\$54,080.00		\$0.00		\$0.00		\$0.00		\$54,080.00
2	12" DICL SJ Water Line Pipe, complete in place per linear	2	LF	\$85.00	\$170.00		\$0.00		\$0.00		\$0.00		\$170.00
3	8" Water Line Pipe, complete in place per linear foot	2550	LF	\$60.00	\$153,000.00		\$0.00		\$0.00		\$0.00		\$153,000.00
4	8" DICL SJ Water Line Pipe, complete in place per linear foot	16	LF	\$65.00	\$1,040.00		\$0.00		\$0.00		\$0.00		\$1,040.00
5	Fire Hydrant Assembly, complete in place per each	5	EA	\$5,500.00	\$27,500.00		\$0.00		\$0.00		\$0.00		\$27,500.00
6	12" Anchor Valve Assembly (Special), complete in place per each	1	EA	\$5,100.00	\$5,100.00		\$0.00		\$0.00		\$0.00		\$5,100.00
7	8" Valve Assembly, complete in place per each	7	EA	\$4,700.00	\$32,900.00		\$0.00		\$0.00		\$0.00		\$32,900.00
8	Flushed and Vibrated Sand Backfill, complete in place per linear foot	190	LF	\$5.00	\$950.00		\$0.00		\$0.00		\$0.00		\$950.00
9	Seeding and Erosion Control, complete in place per lump sum	1	LS	\$903.00	\$903.00		\$0.00		\$0.00		\$0.00		\$903.00
10	Site Clearing and Restoration, complete in place per lump sum	1	LS	\$4,837.00	\$4,837.00		\$0.00		\$0.00		\$0.00		\$4,837.00
11					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
12					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Totals					\$280,480.00		\$0.00		\$0.00	\$0.00	\$0.00		\$280,480.00