

MULVANE CITY COUNCIL  
REGULAR MEETING AGENDA  
Monday April 21, 2025

Pages

Call Regular Meeting to Order

Roll Call

Pledge of Allegiance

Approval of Regular Meeting Minutes dated April 7, 2025

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Correspondence

Public Comments (State Name and Address – 5 minutes)

Appointments, Awards and Citations

1. Arbor Day Proclamation

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**OLD BUSINESS:**

1. Resolution for Public Hearing on Selection of Electric Provider – J. T. Klaus

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**NEW BUSINESS:**

1. Request for Transient Guest Tax Funds– Mulvane Alumni Assoc. – Nancy Mottola

11-14

**ENGINEER:**

1. Agreement for Street Improvements - Emerald Valley Estates 2<sup>nd</sup> Addn. – Pearson Const.

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2. Harvest Point Addition – Change Order No. 2 – Kansas Paving

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3. Engineering Supplemental Agreement – Harvest Point

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4. Main A Sewer Phase 3 – Change Order No. 1 – Apex Excavating

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5. Project Review and Update

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**CITY STAFF:**

City Clerk

1. Statement of Substantial Interest

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City Administrator

1. Financial Report for March

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City Attorney

**CONSENT AGENDA:**

1. Payroll dated 4/11/25 - \$271,994.59

2. Warrant Register for March - \$1,674,112.20

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3. Pay Appl. #4 – Emerald Valley Estates 2<sup>nd</sup> Addn. – McCullough Excavation - \$396,578.25

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4. EMS Software Annual Renewal Fee – ImageTrend - \$17,387.50

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

CIP Workshop – Monday, April 28, 2025 – 6:00 p.m.

Next City Council Meeting – Monday, May 5, 2025 – 6:00 p.m.

**ADJOURNMENT:**

**MULVANE CITY COUNCIL  
REGULAR MEETING MINUTES**

April 7, 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:** Grant Leach, Todd Leeds, Kurtis Westfall, Trish Gerber, Tim Huntley.

**OTHERS PRESENT:** Austin St. John, Debbie Parker, J. T. Klaus, Chris Young, Joel Pile, Mike Robinson, Gordon Fell.

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

**APPROVAL OF REGULAR MEETING MINUTES:**

MOTION by Leach, second by Gerber to approve the Regular meeting minutes dated March 17, 2025.

MOTION approved unanimously.

**CORRESPONDENCE:** Councilmember Westfall was contacted regarding large rocks on the road at Mulvane and First St. causing damage to vehicles. It was suggested to put some ground asphalt down to help with the problem. Staff will check on this.

**PUBLIC COMMENTS:** None

**APPOINTMENTS, AWARDS AND CITATIONS:** None

**OLD BUSINESS**

**1. KDHE Illegal Dump Program:**

City Attorney, J.T. Klaus, reviewed this item with the council. On 11/2/24, Environmental Compliance Specialist with KDHE, Toby Kuhn, asked the council to participate in the KDHE Illegal Dump Program. KDHE wishes to partner with the City to remove tires located at 1481 N. Dollar Road which is in the extra-territorial jurisdiction of the city. The council moved to participate in the program subject to contract review by the City Attorney. On 2/3/25 the council adopted Resolution 2025-2 which provides cooperation with the Kansas Department of Health and Environment in repairing and cleaning up 1481 N. Dollar Rd.

At the 3/17/25 council meeting, Klaus pointed out that there have been some changes regarding the Program. Klaus has been working on the agreement with KDHE, and due to the recent U.S. Presidential Executive Order freezing and disrupting the flow of funds from the federal government to the State of Kansas, a paragraph was added to the agreement that states if KDHE is not reimbursed by the Federal Government or the State of Kansas for this project, then the City will be responsible for paying for the clean-up and must reimburse KDHE. The City Council will

need to decide if they wish to accept the new terms of the agreement and the possibility of paying for the entire clean-up of Property located outside the City Limits.

Public Safety Director, Gordon Fell, indicated that the Mulvane Fire Department would respond to any fire at that property, and it would be beneficial to have the tires removed.

MOTION by Leeds to approve CONTRACT ILD-25-009 which authorizes the Kansas Department of Health and Environment to commence cleaning up 1481 N. Dollar Rd. There was no second to the motion.

It was suggested to contact the County Commissioners about the issue.

MOTION by Leeds, second by Huntley to abandon CONTRACT ILD-25-009 and explain that the City is not willing to accept potential responsibility for the entire cost of clean-up if federal or state funds are not allocated, since the subject property is located entirely outside the City Limits. MOTION approved unanimously.

## **NEW BUSINESS**

### **1. Request for Transient Guest Tax Funds – Mulvane Old Settlers Rodeo:**

The 2025 Mulvane Old Settlers Rodeo will be August 22<sup>nd</sup> and 23<sup>rd</sup>. Mulvane Rodeo Arena President, Jackie McColpin, submitted an application for transient guest tax funds in the amount of \$2,000.

MOTION by Leeds, second by Leach to authorize the City Administrator to approve the 2025 request from The Mulvane Old Settlers Rodeo for Transient Guest Tax funds in the amount of \$2,000.

MOTION approved unanimously.

### **2. Annexation Petition and Ordinance – 1337 E. 146<sup>th</sup> Ave. N.:**

Planning and Zoning Director, Joel Pile, reviewed this item with the council. The owner of the property at 1337 E. 146<sup>th</sup> Ave. N., Kyle Boyd, submitted a petition requesting annexation into the City of Mulvane. The property owner's water well has gone bad, and he would like to connect to city water. Upon annexation, the property owner could be allowed to connect to the city water system. It was noted that the property adjoins the current city boundaries. The property owner would be responsible for any costs associated with the extension of service. An Ordinance allowing the annexation has been prepared for council consideration.

MOTION by Leach, second by Westfall to approve Ordinance 1596 annexing certain property to the City of Mulvane.

MOTION approved unanimously.

## **ORDINANCE NO. 1596**

**AN ORDINANCE ANNEXING LAND INTO THE CITY OF MULVANE,  
KANSAS.**

## ENGINEER

### **1. Agreement with PEC for English Park Pedestrian Bridge:**

The pedestrian bridge across Styx Creek in English Park was damaged and taken out of service due to two significant flooding events in 2016. On January 14, 2025, the City received a copy of an approved KDA-DWR permit for constructing a new bridge. Two proposals for structural and geotechnical engineering services were received and presented to the City Council on March 3rd. The proposal submitted by Professional Engineering Consultants (PEC) was approved by the Council and staff was directed to develop an (EJCDC) agreement with PEC.

Staff recommends approving the agreement with PEC in the amount of \$23,000 for structural and geotechnical engineering services for the proposed pre-manufactured steel pedestrian bridge in English Park.

MOTION by Leach, second by Huntley to enter into an agreement with Professional Engineering Consultants for structural engineering services as presented.

MOTION approved unanimously.

### **2. Emerald Valley 2<sup>nd</sup> Addition Street Bids:**

Sealed bids for Street Improvements to serve Emerald Valley Estates 2<sup>nd</sup> Addition were received and opened April 2, 2025. Three (3) bids were received.

Pearson Const., LLC	\$379,969.30
Conspec, Inc., Kansas Paving	\$384,382.40
APAC Kansas, Inc.	\$411,573.28

Staff recommends accepting the low bid from Pearson Construction and issue a Notice of Award.

MOTION by Gerber, second by Westfall to accept the bid submitted by Pearson Construction, LLC in the amount of \$379,969.30 for Street Improvements to serve Emerald Valley Estates 2<sup>nd</sup> Addition, and authorize the issuance of a Notice of Award.

MOTION approved unanimously.

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

Main “A” Sanitary Sewer Improvements Phase 3 – Apex Excavating has initiated pipe installations. Prather St. is closed to through traffic to construct sanitary sewer across Prather St. and Styx Creek. A memorial tree had to be removed from Main St. Park.

Phase 1 Harvest Point – Kansas Paving has completed sub-grade preparation and is working on curb and gutter installations.

Emerald Valley Estates 2<sup>nd</sup> Addition – Sanitary sewer and storm sewer installations are complete, and the Contractor is currently working on water lines.

English Park Pedestrian Bridge – Begin structural design development and bid document preparation.

## **CITY STAFF**

**City Clerk:** Statement of Substantial Interest forms should be updated on an annual basis between April 15<sup>th</sup> and 30<sup>th</sup>. Council members can review their forms on the Sedgwick County Election Office website. New forms will be available for signature at the next City Council meeting.

**City Administrator:** City Administrator, Austin St. John, met with school administration staff to discuss ways to educate students about local government. One suggestion was to hold a City Council meeting at the school.

**City Attorney:** City Attorney, J.T. Klaus, reminded everyone of the election tomorrow and encouraged everyone to vote.

### **CONSENT AGENDA ITEMS:**

MOTION by Huntley, second by Leach to approve consent agenda items 1-3.

1. Payroll Dated 3/28/25 - \$261,388.17
2. City Utility Bills for February - \$27,110.08
3. Purchase of Ferric Chloride and Sodium Hydroxide from Brenntag for WWTP - \$38,000.00

MOTION approved unanimously.

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

Next City Council Meeting – Monday, April 21, 2025 – 6:00 p.m.

CIP Workshop – Monday, April 28, 2025 – 6:00 p.m. at the PIX.

### **ADJOURNMENT:**

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

MOTION approved unanimously at 6:43 p.m.

Minutes by:

Debra M. Parker, City Clerk

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

## ARBOR DAY PROCLAMATION

Whereas, In 1872, J. Sterling Morton proposed the Nebraska Board of Agriculture that a special day be set aside for planting of trees, and

Whereas, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, and lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are a source of joy and spiritual renewal,

Now, THEREFORE, I BRENT ALLEN, Mayor of the City of Mulvane, Kansas do hereby proclaim April 22nd as ARBOR DAY in the City of Mulvane, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

DATED this 21st day of April, 2025

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Mayor Brent Allen

ATTEST:



**CITY COUNCIL MEETING**  
**April 21, 2025**

**TO:** Mayor and City Council  
**FROM:** City Attorney  
**SUBJECT:** Selection of Electric Provider for Annexed Property–Public Hearing Resolution  
**AGENDA:** Approve Resolution Setting a Public Hearing to Select Electricity Service Provided for Annexed Property

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**Background:**

On April 7, 2025, the City annexed the Boyd real property at the property listed in Ordinance No. 1596 known as 1337 E. 146th Ave N. (the “Property”).

The proposed resolution sets the date, time, and place of a public hearing to be held regarding the City selecting a retail electric supplier for the Property (“Supplier”), notifying the Supplier regarding the same, and if necessary, negotiating a franchise agreement with the select Supplier, for June 2, 2025.

**Financial Considerations:**

The Resolution must be published once in the City newspaper. If the City is selected as the Supplier, the City’s electricity revenue would slightly increase, but the city would have to purchase existing equipment and apply to change territories with the K.C.C.

**Legal Considerations:**

Pursuant to K.S.A. 66-1,176, when a city annexes land located within the certified territory of a retail electric supplier, the city is required to hold a public hearing to consider and evaluate the statutory factors, including but not limited to public convenience and necessity, rates, operational capacity, and the public interest. The city must create a written record of its deliberations and findings on each factor considered. Because the property in question lies within the certified territory of Evergy, Inc., the city must: (1) Provide written notice of the public hearing to Evergy, as the affected retail electric supplier, at least 30 days in advance of making any selection; (2) Publish notice of the public hearing to allow any interested parties the opportunity to attend and be heard regarding the selection of the retail electric supplier for the annexed property; and (3) Following the public hearing, if the governing body selects a retail electric supplier for the annexed property, it must notify the selected supplier, and if the selection differs from the affected retail electric supplier, it must also notify the affected supplier of its determination.

**Recommendation:**

City Staff makes no recommendation.

**Sample Motion:**

I move we adopt and approve Resolution No. 2025-3 setting the date, time and place of a public hearing regarding selecting a retail electric supplier for the Property annexed by Ordinance 1596.

(Published in *The Mulvane News* on April 24, 2025)

**RESOLUTION NO. 2025-3**

**A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING NOTICE OF A PUBLIC HEARING BEFORE THE GOVERNING BODY OF THE CITY OF MULVANE, KANSAS AT WHICH ALL PERSONS INTERESTED MAY APPEAR AND BE HEARD REGARDING THE ELECTRICITY SERVICE PROVIDER FOR CERTAIN PROPERTY FROM THE CORPORATE LIMITS OF THE CITY.**

WHEREAS, the City of Mulvane, Kansas (the “City”) annexed real property listed in Ordinance No. 1596 (“Property”) which Property is located in territory in which Evergy Inc. (“Evergy”) is the retail electric supplier;

WHEREAS, K.S.A. 66-1,176 specifies that when a city annexes land in a certified territory of a retail electric supplier (“Supplier”), it must (a) select a Supplier; (b) notify the Supplier regarding same; and (c) if necessary, negotiate a franchise agreement with the selected Supplier;

WHEREAS, the governing body of the City of Mulvane, Kansas (the “City”) will consider the Supplier to the Property pursuant to K.S.A. 66-1,176, at its regular meeting on Monday, June 2, 2025, at 6:00 p.m., at City Hall, 211 N. Second, in the City Council room; and

WHEREAS, it is necessary to hold a public hearing with respect to considering the Supplier to the Property.

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

SECTION 1. Public Hearing. A public hearing will be held on the 2nd day of June, 2025, before the governing body of the City of Mulvane, Kansas (the “City”) at 6:00 p.m., at City Hall, 211 N. Second, in the City Council room, at which time and place all interested parties may appear and be heard regarding the Supplier to the Property.

SECTION 2. Notice. The City Clerk shall cause this Resolution to be published once in *The Mulvane News* at least 20 days prior to the date of the hearing and mail the Notice to Evergy, attached hereto as Exhibit A.

PASSED, APPROVED AND ADOPTED by the governing body of the City of Mulvane, Kansas this 21<sup>st</sup> day of April, 2025.

CITY OF MULVANE, KANSAS

By \_\_\_\_\_  
Brett Allen, Mayor



[seal]

ATTEST:

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

EXHIBIT A  
Notice to Evergy

April 22, 2025

Evergy, Inc.  
Attn: Dylan Cox, Customer Solutions  
1000 N. Halstead  
Hutchinson, Kansas 67501

*Re: Property annexed by the City of Mulvane, Kansas*

Dear Mr. Cox or To Whom It May Concern:

The real property ("Property") described in the following legal description is within the certified territory of Evergy, Inc. ("Evergy") where Evergy is the current retail electric supplier ("Supplier") on said Property, to wit:

That part of the East Half of the Southwest Quarter of Section 6, Township 30 South, Range 2 East of the 6th P.M., Sumner County, Kansas described as COMMENCING at the Northeast corner of said East Half, THENCE S88°18'47" W along the North line of said East Half, a distance of 475.00 feet to the Point of BEGINNING; THENCE S01°41'13"E, a distance of 225.00 feet; THENCE S88°18'47"W parallel with the North line of said East Half, a distance of 125.00 feet; THENCE N01°41'13"W, a distance of 225.00 feet to the North line of said East Half; THENCE N88°18'47"E along said North line, a distance of 125.00 feet to the Point of BEGINNING, containing 28,125 sq. ft. more or less and subject to easements of record.

Pursuant to K.S.A. 66-1,176, the City of Mulvane, Kansas (the "City") hereby notifies Evergy that it annexed the Property by Ordinance No. 1596. A public hearing will be held on the 2<sup>nd</sup> day of June, 2025, before the governing body of the City of Mulvane, Kansas (the "City") at 6:00 p.m., at City Hall, 211 N. Second, in the City Council room, at which time and place and all interested parties may appear and be heard regarding the Supplier to the Property.

For questions, coordination of change in designated service territory, or further discussion, please contact (316) 777-1143.

April 21, 2025  
City Council Meeting

TO: Mayor and City Council  
FROM: City Staff  
RE: Transient Guest Tax Application  
ACTION: **Review, discuss and authorize the distribution of TGT funds**

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**Background:**

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

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

In April 2022, the City Council amended the “Transient Guest Tax” Resolution. The amendment increased the Transient Guest Tax from 5% to 8% of gross receipts. The amendment restated the city’s intent to grant priority to request funds for convention and tourism promotion to the Kansas Star for the first 5% of annual gross receipts. This priority will remain in effect until use of the Transient Guest Tax Funds by the Kansas Star reaches \$3.8 million. To date, the Kansas Star has received \$2,267,000.00 of Transient Guest Tax for promotion and support of conventions and tourism.

**Fund Application Process:**

According to City policy, applicants must apply to the City (on forms obtained from the City Administrator) for events or activities which meet the statutory requirements of K.S.A. 12-1692 *et seq.* The City Administrator approves the request and then places it on the City Council agenda. The completed Program/Event Application is attached.

**Financial Considerations:**

Since the TGT has been increased to 8%, a partial amount of the difference between 5% and 8% collected is used to provide funding assistance for qualifying events or activities.

**Legal Considerations:**

As per the City Attorney.

**Recommendation:**

**Motion to authorize the City Administrator to approve the 2025 request from The Mulvane Alumni Association for Transient Guest Tax funds in the amount of \$1,630.00.**



In accordance with Resolution No. 2011-9 of the City of Mulvane, Kansas (the "City"), the undersigned ("Applicant") hereby requests a grant for the following described program or event and certifies that said program or event will result in increased lodging facility occupancy within the City. Grant is based on availability of funds.

- Limit request to no more than \$2,000.00.
- Requests must include a \$1.00 to \$1.00 match.
- Budget must be included with application showing expenditures and revenues.
- The city of Mulvane must be listed as a sponsor at the level of funding approved.
- One application per calendar year per event.
- The funds must be expended in the 2025 calendar year.
- Class reunions will not be funded.

Brief Description of Program/Event:  
Mulvane High School Alumni Banquet

Date and Time of Program/Event: Saturday, May 24, 2025 4:00-8:00 PM

Amount of Grant Requested: \$1630.00

Brief Description explaining why Program/Event could result in overnight stays:  
Invitation for banquet extended to all MHS graduates. Many attendees come from out of town and will need hotel accommodations for the evening.

Description of Program/Event Costs and Other Sources of Funds, if any:  
See attached Excel spreadsheet

**Submit a copy of the total program/event budget in a separate file or on its own page.**

Submitted this 28th day of March, 2025.

APPLICANT/AUTHORIZED REQUESTOR:

By Beckie Bowers

Printed Name Beckie Bowers

Title Treasurer, Mulvane Alumni Association

Mailing address and contact information for applicant:

Mailing Address: 716 Edgemoor Dr., Mulvane, KS. 67110

Phone: 316-777-4236

Email: beckie.bowers@hotmail.com

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**[For City of Mulvane Use Only]**

Date Request Received: \_\_\_\_\_

The City Administrator hereby certifies his personal belief the request meets the criteria of Charter Ordinance No. 26, for programs or events which could result in increased tourism and possible overnight stays in the City.

\_\_\_\_\_  
City Administrator

☐ Yes ☐ No

This request qualifies for consideration under the written policy of the City.

## Mulvane High School Annual Alumni Banquet 2025 - Projected Budget

### Potential Income:

Meal Tickets (\$25 each)	\$1,630.00
Transient Guest Tax City Funds	\$1,630.00
<b>Total Income</b>	<b>\$3,260.00</b>

### Estimated Expenses:

Caterer (Meals + Tax)	\$2,110.00
Tip to drivers who deliver banquet meal (2 drivers @ \$50.00 each)	\$100.00
Payment to janitor for prep and cleanup at high school	\$100.00
Door Prizes (6 @ \$25.00 each)	\$150.00
Name Tags for Banquet	\$50.00
Golf Cart Rental	\$600.00
Entertainment	\$150.00
Rental of MHS Building	\$0.00
<b>Total Expenses</b>	<b>\$3,260.00</b>

**CITY COUNCIL MEETING  
MULVANE, KANSAS  
April 21, 2025**

**TO:** Mayor and City Council  
**SUBJECT:** Emerald Valley Estates 2<sup>nd</sup> Addition Infrastructure  
**FROM:** City Engineer - Young & Associates, PA  
**AGENDA:** ACTION ITEM – Approve Construction Agreement with Pearson Construction, LLC

**Background:**

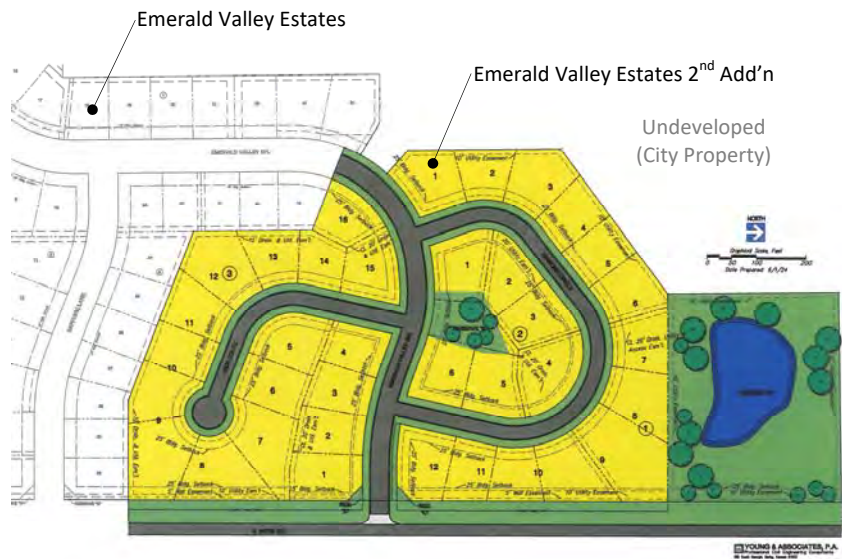
On May 20<sup>th</sup>, 2024 the City Council approved plat dedications for Emerald Valley Estates 2<sup>nd</sup> Addition. This re-plat of Phases 3 and 4, Emerald Valley Estates will create 36 lots, open space reserves and a detention pond reserve. Design plans for Street Improvements were completed and advertised for bids on March 14, 2025. Bids were opened on April 3<sup>rd</sup>, with the low bid submitted by Pearson Construction, LLC.

**Analysis:**

Pearson Construction has prepared and submitted the construction agreement, bond forms and insurance certificate for the project.

Following is an updated timeline for the Emerald Valley Estates 2<sup>nd</sup> project:

Approve Construction Agreement  
with Street Contractor..... April 21, 2025  
 Issue NTP..... May 6, 2025  
 Complete Grading and Utilities,  
per McCullough NTP..... June 2, 2025  
 Complete Street Const..... July 5, 2025



**Financial Considerations:**

The total bid price submitted by Pearson Construction, LLC for Bid Package No. 2 (Street Improvements) is \$379,969.30. The street petition, adjusted 1% per month (max. 10%) from the date of approval is \$507,309.00. 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 a construction agreement with Pearson Construction, LLC as outlined in the following sample motion:

*Sample Motion:*

*I move the City approve a construction agreement with Pearson Construction, LLC in the amount of \$379,969.30 for "Street Improvements" to serve Emerald Valley Estates 2<sup>nd</sup> Addition, and authorize the Mayor to sign.*

# AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by and between **CITY OF MULVANE, KANSAS** (hereinafter called OWNER) and Pearson Construction, LLC (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## Article 1. WORK

CONTRACTOR shall furnish all work as specified or indicated in the Contract Documents. The Work to be furnished is generally described as follows:

**STREET IMPROVEMENTS, TO SERVE EMERALD VALLEY ESTATES 2<sup>ND</sup>  
ADDITION, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS**

## Article 2. ENGINEER

The work has been prepared by **Young & Associates, PA, 100 South Georgie, Derby, KS 67037.**

## Article 3. CONTRACT TIME

- 3.1 The WORK is to be substantially completed within the number of calendar days indicated by the BIDDER in Section 00300 – Bid Form, Paragraph 6, from the date when the contract time commences to run, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed by the deadline and ready for acceptance by the OWNER within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize that the timely performances of services by other parties involved in OWNER'S project are materially dependent upon CONTRACTOR'S specific compliance with the requirements of Paragraph 3.1. Further, they recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental and any other losses or damages) suffered by OWNER if complete acceptable Work is not completed on time. Accordingly, and instead of requiring proof of such losses or damages,



OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER THREE HUNDRED DOLLARS (\$300.00) for each calendar day that expires after the time specified in Paragraph 3.1 for completion of acceptable Work.

#### **Article 4. CONTRACT PRICE**

- 4.1 OWNER will pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Contractor's Unit Price Bid as attached.

#### **Article 5. PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for payment in accordance with Article 14 of the General Conditions, Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments. OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment, which have been recommended by the ENGINEER and submitted to OWNER prior to the 1<sup>st</sup> day of each month, on or about the 20th day of each month during construction as provided below. All progress payments will be on the basis of the Work measured in place by the schedule of values established in Paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in the amount of ninety (90) percent of the value of the completed work. The remaining ten (10) percent will be withheld from each payment until the project is completed, upon which the final payment of 100 percent will be paid if the project is completed and accepted by the City.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER will pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.13.

#### **Article 6. INTEREST**

All moneys not paid within thirty (30) days of when due, as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

## **Article 7. CONTRACTOR REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has studied carefully all physical conditions which are identified on the plans.
- 7.3 CONTRACTOR has the responsibility to satisfy himself as to any explorations, subsurface tests, reports, or investigations of the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.4 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## **Article 8. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (Pages 00500-1 through 00500-6 inclusive)
- 8.2 Exhibits to this Agreement.
- 8.3 Performance Bond, Payment Bond, and Statutory Bond, consisting of 8 pages.
- 8.4 General Conditions, consisting of 65 pages.
- 8.5 Special Conditions, consisting of 2 pages.

8.6 Specification bearing the title:

**STREET IMPROVEMENTS, TO SERVE EMERALD VALLEY ESTATES  
2<sup>ND</sup> ADDITION, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS**

8.7 Drawings, consisting of sheets bearing the following titles:

<u>Sheet No.</u>	<u>Sheet Name</u>
1.	Title Sheet
2.	Emerald Valley Estates 2nd addition, Pg. 2 of 2
3.	Key Map and General Notes
4.	31' Pavement Details
5.	Emerald Valley Dr. – Plan & Profile
6.	Diamond Cir. (West) – Plan & Profile
7.	Diamond Cir. (East) Plan & Profile
8.	Jade Ct. – Plan & Profile
9.	Sidewalks and Curb & Gutter Standard Details
10.	Valley Gutter and Paving Joints Standard Details
11.	Standard Type 1-A Curb Inlet Details
12.	Sign Details
13.	Erosion Control Plan
14.	Back of Curb Protection, Curb Inlet Protection & Construction Entrance Details
15.-22.	Street Cross-Sections

8.8 Addendum No's No. 1, dated 3/31/25

8.9 CONTRACTOR'S Bid (pages 00300-1 to 00300-7, inclusive).

8.10 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to N/A, inclusive).

8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendment and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.4 and 3.5 of the General Conditions

8.12 The documents listed in Paragraphs 8.2 above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraphs 3.4 and 3.5 of the General Conditions.

## **Article 9. MISCELLANEOUS**

- 9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meaning indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.
- 9.3 OWNER and CONTRACTOR each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenant, agreements, and obligations contained in the Contract Documents.

## **Article 10. OTHER PROVISIONS**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER, and ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_.

OWNER: THE CITY OF MULVANE, KANSAS

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


ATTEST: \_\_\_\_\_  
Debra Parker, City Clerk

Address for giving notices:

211 N. Second Ave.  
Mulvane, Kansas 67110

CONTRACTOR: Pearson Construction LLC.

By:   
Kurt Cornejo, President

ATTEST: 

Address for giving notices:

2901 N. Mead St.

Wichita, KS 67219

## BID FORM

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

This Bid is submitted to: **THE CITY OF MULVANE  
211 N. SECOND AVE.  
MULVANE, KANSAS 67110**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the bonds and other documents required by the Bidding Requirements within ten (10) calendar days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledge):

ADDENDA NO. / DATE

1 - 3/31/25

ADDENDA NO. / DATE

\_\_\_\_\_

- b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
    - c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Special Conditions as provided in paragraph 4.2 of the General

Conditions, and accepts the determination set forth in the Special Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

- d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraphs 4.2.1. and 4.2.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- e. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Document with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3.1 of the General Conditions.
- f. BIDDER has correlated the results of such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- g. BIDDER has given ENGINEER written notice of all conflict, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all Work described in the contract documents for the following unit prices or lump sum.

Note: Bids shall include all applicable sales taxes and fees.  
For tax-exempt status, see Section 01060.

**STREET IMPROVEMENTS:**

Item No.	Approx. Quantity	Unit	Item Description	Unit Price	Amount
1.	7,106.7	SY	5" Asphaltic Concrete Pavement, complete in place per square yard.	\$ <u>24.00</u>	\$ <u>170,560.80</u>
2.	8,903.9	SY	5" Reinforced Crushed Rock Sub-Grade, complete in place per square yard.	\$ <u>8.00</u>	\$ <u>71,231.20</u>
3.	257.2	SY	8" Reinforced Crushed Rock Sub-Grade, complete in place per square yard.	\$ <u>12.00</u>	\$ <u>3,086.40</u>
4.	136.3	LF	2'-6" Combined Curb & Gutter (6" Std.), complete in place per linear foot.	\$ <u>26.00</u>	\$ <u>3,543.80</u>
5.	4,364.5	LF	2'-6" Combined Curb & Gutter (3-5/8" Roll-Back), complete in place per linear foot	\$ <u>13.00</u>	\$ <u>56,738.50</u>
6.	241.7	SY	7" Reinforced Concrete Valley Gutter, complete in place per square yard.	\$ <u>70.00</u>	\$ <u>16,919.00</u>
7.	1	LS	Earthwork, complete in place per lump sum.	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>
8.	20.0	SY	Existing AC Pavement Removal, complete in place per square yard.	\$ <u>30.00</u>	\$ <u>600.00</u>
9.	8.3	LF	Existing Concrete Curb & Gutter Removal, complete in place per linear foot.	\$ <u>12.00</u>	\$ <u>99.60</u>
10.	8	EA	Type 1A Curb Inlet Hookups, complete in place per each.	\$ <u>650.00</u>	\$ <u>5,200.00</u>
11.	8	EA	. Street Signs, complete in place per each.	\$ <u>725.00</u>	\$ <u>5,800.00</u>



Item No.	Approx. Quantity	Unit	Item Description	Unit Price	Amount
12.	6	<del>SY</del> EA	Handicap Ramps, complete in place per square yard.	\$ <u>1,050.00</u>	\$ <u>6,300.00</u>
13.	1	LS	Seeding and Erosion Control, complete in place for per lump sum.	\$ <u>9,890.00</u>	\$ <u>9,890.00</u>
14.	1	LS	Site Clearing and Restoration, complete in place per lump sum.	\$ <u>18,000.00</u>	\$ <u>18,000.00</u>
<b>TOTAL BASE BID</b>					\$ <u>379,969.30</u>

5. Quantities are not guaranteed. Final payment will be based on actual quantities.
6. BIDDER agrees that the work will be substantially complete within Sixty (60) calendar days, and completed and ready for final payment in accordance with Article 14 of the General Conditions on or before the dates, or within the number of calendar days indicated herewith.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

7. The following are attached to and made a condition of this Bid:
  - a. Required Bid Security in the form of Bid Bond.
  - b. A tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid.
  - c. Required BIDDER'S Qualification Statement with supporting data.
  - d. (Add other documents as pertinent).
8. Communications concerning this Bid shall be addressed:
 

Pearson Construction LLC  
 2901 N. Mead, Wichita KS 67219
9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

10. To evaluate the BIDDERS qualifications for acceptance on this project, the OWNER requires the following:

- a. Previous experience of similar construction detail completed in the past five (5) years. List five (5) projects including work performed by BIDDER.

1. KDOT - McPherson Co. M&O Call #224 (7-20-22)
2. KDOT ACNHP-A715(801) Butler M&O Call #251
3. COW '23 OP3 CIP Ultrathin Bonded OL PHASE 2
4. COW - Calvert & Bluelake - Bluelake 2nd Addition Phase 1
5. City Of Derby - 2023 Pavement Rehab Program

- b. List of all Subcontractors to be used on this Project.

Subcontractor's Name	Type of Work
<u>SEEDERS, INC.</u>	<u>SEEDING</u>
<u>TRAFFIC CONTROL SERVICES</u>	<u>SIGNAGE</u>

- c. Provide a description of BIDDERS approach to completing the work, including, but not limited to, construction sequencing, traffic control and equipment/material storage.

WE PLAN TO MOBILIZE OUR CREWS/EQUIPMENT TO THE JOBSITE IN A TIMELY MANNER AFTER THE NTP, START ON THE JOBSITE BY CHECKING SUBGRADE ACCURACY EARTHWORK AND LAYING DOWN OUR ROCK BASE WITH COMPACTION ALL WHILE HAVING EROSION CONTROL SET IN PLACE. THEN WE WILL SLIP THE CURB & GUTTER, LAY THE ASPHALT. WE WILL THEN PROCEED TO PROVIDE TRAFFIC CONTROL WHILE WE HAVE WORK ON THE ENTRANCE TIE IN OFF WEGB ROAD. WE WILL FINISH OFF WITH SUBS, SIGNAGE & SEEDING.  
 This report is an integral part of the proposal and must be submitted with Bid.

Date: April 2nd, 2025

By: [Signature]

Title: Kurtis Cornejo, President

JOB WILL TAKE  
60 DAYS TO  
COMPLETE

**CERTIFICATIONS:**

I CERTIFY THAT I AM AUTHORIZED TO REPRESENT THE CONTRACTOR IN PREPARING AND PRESENTING THIS PROPOSAL. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING (INCLUDING BUT NOT LIMITED TO THE INFORMATION CONTAINED IN THE REQUIRED CONTRACT PROVISIONS REFERENCED ABOVE) IS TRUE AND CORRECT.

**SUBMITTED ON** April 2nd, 2025.  
**IF BIDDER IS:**

**A CORPORATION**

By: Pearson Construction LLC (Seal)  
(Corporation Name)  
[Signature]  
(Name of person authorized to sign)  
Kurtis Cornejo, President  
(Title)

ATTEST: [Signature]  
(~~Secretary~~) Witness, Anna Nelson

Business address: 2901 N. Mead, Wichita KS 67219

Phone No.: 316-263-3100

**A PARTNERSHIP**

By: \_\_\_\_\_ (Seal)  
(Firm Name)  
\_\_\_\_\_  
(General Partner)

Business address: A

Phone No.: \_\_\_\_\_

March 31, 2025

**Addendum No. 1**

Owner: City of Mulvane, Kansas

Engineer: Young & Associates, PA, Derby, KS

**Street Improvements, to Serve,**

**Emerald Valley Estates 2<sup>nd</sup> Addition, Mulvane, Sedgwick County, Kansas**

**Y&A Project No. 24-504**

The Items contained herein now become a part of the above referenced Construction Documents. Please read the following Items and acknowledge receipt of this addendum on page 00300-1, Section 3(a.) of the "Bid Form" when submitting bids.

**SPECIFICATIONS**

**Item No. 1    Section 00300 - "Bid Form"**

Page 00300-4, Bid Item No. 12, change bid unit from "SY" to "EA".

**Item No. 2    Section 02513 - "Bituminous Construction"**

Page 02513-1, first paragraph, add the following sentences:

BM-2 and BM-4 asphalt mixtures shall be in compliance with KDOT Standard Specifications for State Road and Bridge Construction, 1990 Edition. Performance grade shall be PG 64-22. Recycled materials shall be allowed for use in the base course mixtures only and at a rate not to exceed 25 percent (25%) of the total aggregate.

Asphalt mixtures specified in the latest City of Wichita Standard Construction Specifications may be used in lieu of BM-2 and BM-4. Recycled materials shall be allowed for use in the base course mixtures only and at a rate not to exceed 25 percent (25%) of the total aggregate.

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



A handwritten signature in black ink, followed by the date "4/1/25" written in a similar style.

## BID BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, Pearson Construction, LLC, 2901 N Mead, Wichita, KS 67219 Principal, and Merchants National Bonding, Inc., P.O. Box 14498, Des Moines, IA 50306 as Surety, are hereby held and firmly bound unto **CITY OF MULVANE, KANSAS**, as OWNER in the penal sum of Five Percent of Amount Bid Dollars (\$ 5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF MULVANE** a certain BID, attached hereto and hereby make a part hereof to enter into a contract in writing, for the **STREET IMPROVEMENTS, TO SERVE EMERALD VALLEY ESTATES 2<sup>ND</sup> ADDITION, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS.**

**NOW, THEREFORE,**

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

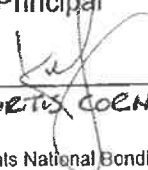
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed and sealed this 2nd day of April, 2025.

Pearson Construction, LLC \_\_\_\_\_ (L.S.)

Principal

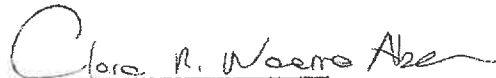
By:

  
KURTIS CORNEJO, PRESIDENT

Merchants National Bonding, Inc. \_\_\_\_\_

Surety

By:

  
Clara R. Navarro Abela, Attorney-in-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alycia Marie Hoebener; Clara R Navarro Abela; Desiree E Westmoreland; Myriah A Anderson; Timothy Smith; Todd Alan Rambo

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

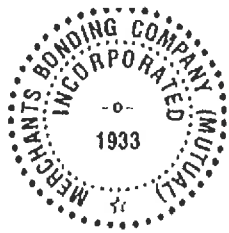
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



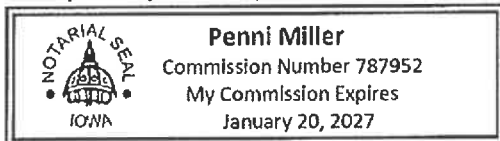
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

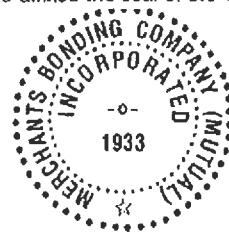
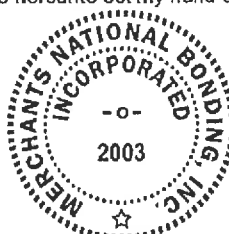


(Expiration of notary's commission does not invalidate this instrument)

*[Signature]*  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of April, 2025.



*William Warner Jr.*  
Secretary

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that Pearson Construction, LLC,  
hereinafter called Principal, and

Merchants National Bonding, Inc.

(Name of Surety)

P.O. Box 14498, Des Moines, IA 50306

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

**THE CITY OF MULVANE  
211 N. SECOND AVE.  
MULVANE, KANSAS 67110**

Hereinafter called OWNER, in the penal sum of THREE HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED SIXTY-NINE DOLLARS AND 30/100 (\$379,969.30) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**STREET IMPROVEMENTS TO SERVE EMERALD VALLEY ESTATES 2<sup>ND</sup>  
ADDITION, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demand incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS




accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

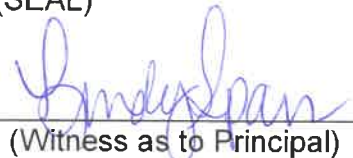
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: Pearson Construction, LLC  
Principal

\_\_\_\_\_  
Principal Secretary By  Kurt Cornejo, President (s)\_\_\_\_\_

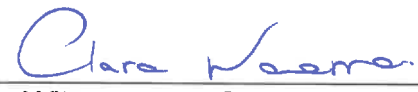
(SEAL)

  
\_\_\_\_\_  
(Witness as to Principal)

2901 N. Mead, Wichita, KS 67219  
(Address)

Merchants National Bonding, Inc.  
Surety

ATTEST:

  
\_\_\_\_\_  
Witness as to Surety Clara Navarro

  
\_\_\_\_\_  
Attorney-in-Fact Todd Alan Rambo

P.O. Box 2992, Wichita, KS 67201  
Address

P.O. Box 14498, Des Moines, IA 50306  
Address

**NOTE:** Date of BOND must not be prior to date of Agreement.

If CONTRACTOR is Partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS:** that Pearson Construction, LLC,  
a (Individual / Partnership / Corporation / Joint Venture) hereinafter called  
Principal and

Merchants National Bonding, Inc.  
(Name of Surety)

P.O. Box 14498, Des Moines, IA 50306  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

**THE CITY OF MULVANE  
211 N. SECOND AVE.  
MULVANE, KANSAS 67110**

Hereinafter called OWNER, in the penal sum of THREE HUNDRED SEVENTY-  
NINE THOUSAND NINE HUNDRED SIXTY-NINE DOLLARS AND 30/100  
(\$379,969.30) in lawful money of the United States, for the payment of which  
sum well and truly to be made, we bind ourselves, successors, and assigns,  
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entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of  
\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for  
the construction of:

**STREET IMPROVEMENTS TO SERVE EMERALD VALLEY ESTATES 2<sup>ND</sup>  
ADDITION, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons,  
firms, SUBCONTRACTORS, and corporations furnishing materials for or  
performing labor in the prosecution of the WORK provided for in such contract,  
and any authorized extension or modification thereof, including all amounts due  
for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery,  
equipment and tools, consumed or used in connection with the construction of  
such WORK, and all insurance premiums on said WORK, and for all labor,  
performed in such WORK whether by SUBCONTRACTOR or otherwise, then  
this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER,** that the said Surety for value received hereby stipulates  
and agrees that no change, extension of time, alteration or addition to the terms  
of the contract or to the WORK to be performed thereunder or the

SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.


**PROVIDED, FURTHER**, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

Pearson Construction, LLC

Principal

  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_(s)

Kurt Cornejo, President

2901 N. Mead, Wichita, KS 67219

(Address)



Witness as to Principal

2901 N. Mead, Wichita, KS 67219

(Address)

ATTEST:

Merchants National Bonding, Inc.

Surety

By 

Attorney-in-Fact

Todd Alan Rambo



Witness as to Surety Clara Navarro

P.O. Box 2992, Wichita, KS 67201

Address

P.O. Box 14498, Des Moines, IA 50306

Address

**NOTE:** Date of BOND must not be prior to date of Agreement.

If CONTRACTOR is Partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**STATUTORY BOND**  
(K.S.A. 60-1111, as amended)

**STREET IMPROVEMENTS TO SERVE EMERALD VALLEY ESTATES 2<sup>ND</sup>  
ADDITION, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS**

**KNOW ALL MEN BY THESE PRESENTS**, That we, Pearson Construction, LLC  
as CONTRACTOR, and Merchants National Bonding, Inc. with General  
Offices in the City of Des Moines, IA a Corporation  
organized under the laws of the State of Iowa and authorized to  
transact business in the State of Kansas, as surety, are held and firmly bound  
unto the STATE OF KANSAS, in the penal sum of THREE HUNDRED  
SEVENTY-NINE THOUSAND NINE HUNDRED SIXTY-NINE DOLLARS AND  
30/100 (\$379,969.30) lawful money of the United States of America for the  
payment of which sum well and truly to be made, we bind ourselves, and our  
heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these presents:

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:**

**WHEREAS**, the said CONTRACTOR has on the \_\_\_\_\_ day of \_\_\_\_\_  
entered into contract with the aforesaid OWNER for furnishing all tools,  
equipment, materials and supplies, performing all labor, and constructing public  
improvements described in the said Contract, all in accordance with  
specifications and other contract documents on file in the office of:

**THE CITY OF MULVANE  
211 N. SECOND AVE.  
MULVANE, KANSAS 67110**

**NOW THEREFORE**, if the said CONTRACTOR shall pay all indebtedness  
incurred for supplies, materials, or labor furnished, used or consumed in  
connection with, or in or about the construction or making of, the above  
described improvement, including gasoline, lubricating oils, fuel oil, grease, coal  
and similar items used or consumed directly in furtherance of such public  
improvement, this obligation shall be void; otherwise it shall remain in full force  
and effect.

The said Surety, for value received, hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract to the  
work to be performed thereunder, or the specifications accompanying the same,  
shall in any way affect its obligation on this bond, and it does hereby waive notice  
of any such change, extension of time, alteration, or addition to the terms of the  
contract or to the specifications.

The said Surety further agrees that any person to whom there is due any sum for labor or material furnished, as hereinbefore stated or said person's assigns, may bring action on this bond for the recovery of said indebtedness: PROVIDED, that no action shall be brought on said bond after six months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said CONTRACTOR has hereunto set his hand, and the said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do at

Wichita, KS

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Pearson Construction, LLC

CONTRACTOR

By  (Seal)

Kurt Cornejo, President

Official Title

Merchants National Bonding, Inc.

SURETY COMPANY

By  Attorney-in-Fact **Todd Alan Rambo**

By \_\_\_\_\_  
State Representative

1. Do Not Date
2. (Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond).
3. Extra copy to be filed in WICHITA, SEDGWICK COUNTY, KANSAS with Clerk of District Court. Provide receipt to Mulvane City Clerk's Office.

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alycia Marie Hoebener; Clara R Navarro Abela; Desiree E Westmoreland; Myriah A Anderson; Timothy Smith; Todd Alan Rambo

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



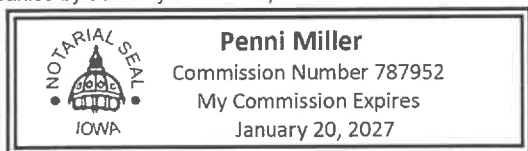
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



*William Warner Jr.*  
Secretary





CONSIDER IT DONE

**PLEASE NOTE:**

None of the attached bonds or powers-of-attorney have been dated as the contract copy provided did not contain a contract date. Once the contract has been dated, it is important that the same date be inserted onto each bond and each power of attorney wherever a date is requested.

Please notify IMA of the contract date once known.

Thank you.

Todd Alan Rambo  
Surety Account Executive  
IMA Bond Department  
316-266-6507



**COPY** SS 2025-SB-103  
**STATUTORY BOND**  
(K.S.A. 60-1111, as amended)

**STREET IMPROVEMENTS TO SERVE EMERALD VALLEY ESTATES 2<sup>ND</sup>  
ADDITION, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS**

**KNOW ALL MEN BY THESE PRESENTS**, That we, Pearson Construction, LLC  
as CONTRACTOR, and Merchants National Bonding, Inc. with General  
Offices in the City of Des Moines, IA a Corporation  
organized under the laws of the State of Iowa and authorized to  
transact business in the State of Kansas, as surety, are held and firmly bound  
unto the STATE OF KANSAS, in the penal sum of THREE HUNDRED  
SEVENTY-NINE THOUSAND NINE HUNDRED SIXTY-NINE DOLLARS AND  
30/100 (\$379,969.30) lawful money of the United States of America for the  
payment of which sum well and truly to be made, we bind ourselves, and our  
heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these presents:

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:**

**WHEREAS**, the said CONTRACTOR has on the \_\_\_\_\_ day of \_\_\_\_\_  
entered into contract with the aforesaid OWNER for furnishing all tools,  
equipment, materials and supplies, performing all labor, and constructing public  
improvements described in the said Contract, all in accordance with  
specifications and other contract documents on file in the office of:

**THE CITY OF MULVANE  
211 N. SECOND AVE.  
MULVANE, KANSAS 67110**

**NOW THEREFORE**, if the said CONTRACTOR shall pay all indebtedness  
incurred for supplies, materials, or labor furnished, used or consumed in  
connection with, or in or about the construction or making of, the above  
described improvement, including gasoline, lubricating oils, fuel oil, grease, coal  
and similar items used or consumed directly in furtherance of such public  
improvement, this obligation shall be void; otherwise it shall remain in full force  
and effect.

The said Surety, for value received, hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract to the  
work to be performed thereunder, or the specifications accompanying the same,  
shall in any way affect its obligation on this bond, and it does hereby waive notice  
of any such change, extension of time, alteration, or addition to the terms of the  
contract or to the specifications.

The said Surety further agrees that any person to whom there is due any sum for labor or material furnished, as hereinbefore stated or said person's assigns, may bring action on this bond for the recovery of said indebtedness: PROVIDED, that no action shall be brought on said bond after six months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said CONTRACTOR has hereunto set his hand, and the said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do at  
Wichita, KS

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Pearson Construction, LLC

CONTRACTOR


By  (Seal)

Kurt Cornejo, President

Official Title

Merchants National Bonding, Inc.

SURETY COMPANY

By   
Attorney-in-Fact Todd Alan Rambo

By \_\_\_\_\_  
State Representative

1. Do Not Date
2. (Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond).
3. Extra copy to be filed in WICHITA, SEDGWICK COUNTY, KANSAS with Clerk of District Court. Provide receipt to Mulvane City Clerk's Office.

**MERCHANTS**  
**BONDING COMPANY, INC.**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alycia Marie Hoebener; Clara R Navarro Abela; Desiree E Westmoreland; Myriah A Anderson; Timothy Smith; Todd Alan Rambo

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



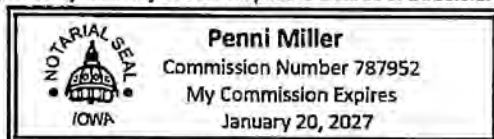
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_



*William Warner Jr.*  
Secretary

POA 0018 (1/24)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
IMA, Inc. - Wichita  
PO Box 2992  
Wichita KS 67201

CONTACT NAME: IMA Wichita Team

PHONE (A/C, No, Ext): 316-267-9221

FAX (A/C, No):

E-MAIL ADDRESS: certs@imacorp.com

License#: PC-1210733  
PEARCON-02

INSURED  
Pearson Construction, LLC  
2901 N Mead St  
Wichita, KS 67219

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Arch Insurance Company

11150

INSURER B: Arch Indemnity Insurance Company

30830

INSURER C: Travelers Property Casualty Company of America

25674

INSURER D:

INSURER E:

INSURER F:

**COVERAGES**

CERTIFICATE NUMBER: 1474059709

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y Y	41PKG1994701	9/4/2024	9/4/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	41PKG1994701	9/4/2024	9/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$	Y Y	41UFP1994701	9/4/2024	9/4/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N N/A	44WCI1994701	9/4/2024	9/4/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	2nd Layer Excess Liability	Y Y	EX1X80159324NF	9/4/2024	9/4/2025	Each Occurrence Aggregate \$10,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automobile Liability Policy includes the MCS-90 endorsement, subject to the policy terms and conditions.  
Certificate Holder and all other parties required by the contract are included as Additional Insured including Ongoing and Completed Operations on the General Liability and Excess Liability Policies and Additional Insured on the Automobile Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability and Excess Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.  
A Waiver of Subrogation is provided in favor of the Certificate Holder and all other parties required by the contract on the General Liability, Automobile Liability, Excess Liability and Workers Compensation Policies, if required by written contract or agreement, subject to the policy terms and conditions.  
General Liability, Automobile Liability and Workers Compensation Coverages include 30 day notice of cancellation, subject to the policy terms and conditions.  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

The City of Mulvane, Kansas  
211 N. Second Ave.  
Mulvane KS 67110

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**CITY COUNCIL MEETING  
MULVANE, KANSAS  
April 21, 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. 2 request from Kansas Paving

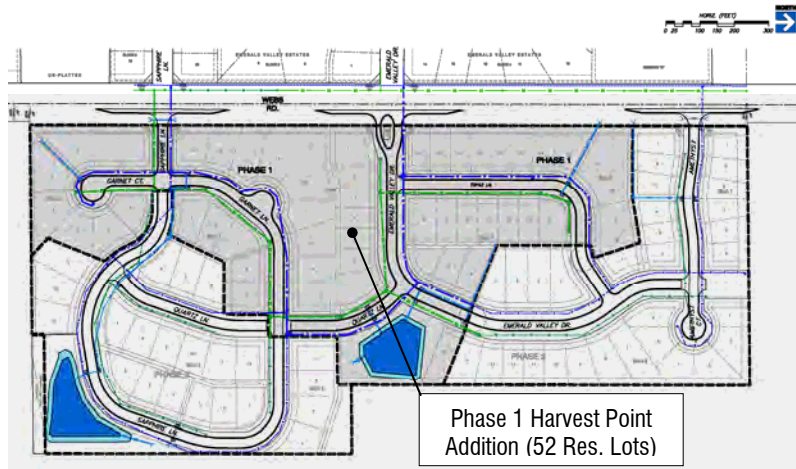
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**Background:**

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:**

On April 4, 2025 and following some rainfall, surface water was observed ponding near the NW corner of a concrete valley gutter located at the north side of the intersection of Garnet & Quartz. Upon review of the design elevations for the valley gutter, it was determined that one of the spot elevations was in error. Y&A have confirmed the as-built elevation and have prepared a corrective plan that includes removal/replacement of the valley gutter.



The revised plan has been reviewed/approved by Public Works and the Contractor. A Change Order has been requested for the additional work.

**Financial Considerations:**

The construction agreement with Kansas Paving for Street Improvements totals \$515,468.00. The proposed Change Order No. 2 requested \$9,117.50 to remove/replace the valley gutter and 10-calendar days to complete the work. Construction contingencies are budgeted at 5% of the construction costs, or \$25,773.40. 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 Change Order No. 2 as requested by Kansas Paving and outlined in the following sample motion:

*Sample Motion:*

*I move the City approve Change Order No. 2 with Kansas Paving as presented for Street Improvements to serve Phase 1 Harvest Point Addition, and authorize the City Administrator to sign.*

**CONTRACT CHANGE ORDER NO. 2**

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: April 21, 2025


1. The following changes were made to the CONTRACT DOCUMENTS:  
Remove and replace the concrete valley gutter at the north side of Garnet & Quartz (see attached).
2. The following changes are hereby made to the CONTRACT AMOUNT:
  - 2.1 Original Contract Amount (Sanitary Sewer Improvements) ..... \$515,468.00
  - 2.2 Current Contract Amount adjusted by previous Change Orders..... \$515,468.00
  - 2.3 Net Increase in Contract Amount due to this Change Order..... \$ 9,117.50  
(see attached)
  - 2.4 Total Revised Contract Amount, including this Change Order..... \$524,585.50
3. The following changes are hereby made to the CONTRACT TIME:  
Add ten (10) calendar days to the Contract Time.

Current Contract Time (due to Change Order No. 1) = 95 Calendar Days  
Original Contract Start Date = December 30, 2024  
Current Substantial Completion Date = April 04, 2025

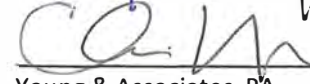
Revised Contract Time (due to Change Order No. 2) = 105 Calendar Days  
Revised Substantial Completion Date = April 14, 2025

CHANGE ORDER AUTHORIZATION:

Change Order No. 2 Requested by:  
CONTRACTOR

 4/11/2025  
Conspec, Inc. (DBA) Kansas Paving Date  
4880 N. Broadway, Park City, Kansas 67219

Change Order No. 2 Recommended by:  
RESIDENT PROJECT REPRESENTATIVE

 4/14/25  
Young & Associates, PA, Date  
100 S. Georgie, Derby, Kansas 67037

Change Order No. 2 Accepted by:  
OWNER

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



# KANSAS PAVING

## Change Order #2

Young & Associates P.A.  
100 S Georgie  
Derby Kansas 67037

Attn: Chris Young P.E.

Date: 4/9/2025

Project: Phase - 1 Harvest Point

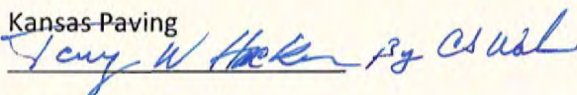
We request the following alteration to the above project: Sta. 7+08.75 to Sta. 7+79.75 (LT) due to plan bust in grade elevation need to be removed and replaced valley gutter approx. 107.7 SY

• Removal of Valley Gutter	107.7SY	\$15.00	\$1,615.50
• Replace of Valley Gutter	107.7SY	\$60.00	\$6,462.00
• Remobilization of Concrete Crew	1LS	\$750.00	\$ 750.00
• Administration Fee	1LS	\$350.00	\$ 350.00

Total Change \$9,177.50

Additional Working Days: 10

Kansas Paving



Terry Hacker



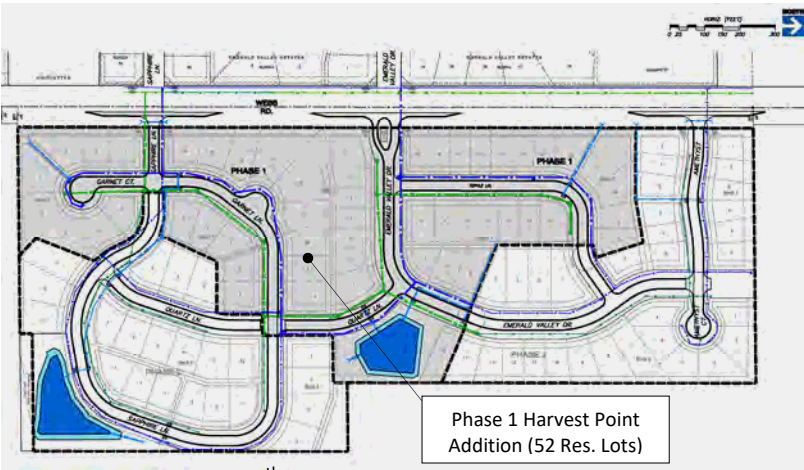
CITY COUNCIL MEETING  
MULVANE, KANSAS  
April 21, 2025

**TO:** Mayor and City Council  
**SUBJECT:** Harvest Point Addition, Phase 1 Infrastructure  
**FROM:** City Engineer - Young & Associates, PA  
**AGENDA:** ACTION ITEM – Review and Approval of Supplemental Construction Oversight Services

**Background:**  
The construction contract start date for Grading and Utility Improvements established in the NTP with McCullough Excavation was July 3, 2024 with a completion date set at December 30, 2024. The contract date for Street Improvements established in the NTP with Kansas Paving was December 30, 2024 with a completion date set for February 28, 2025.

**Analysis:**  
To date the Grading and Utility Contractor continues working on punch-list items and the Street Contractor is in the final stages of work. Construction timelines have significantly exceeded estimates made in our engineering agreement.

Grading and Utility Improvements – Engineering oversight services were based on an estimated maximum 120 day Construction timeline. Engineering oversight fees = \$18,595.00/120 days = \$154.95/day. As of April 15<sup>th</sup> the Contractor had used 285 days, exceeding the estimated max. timeline for oversight services by 165 days (= \$154.95/day x 165 days = \$25,566.75).



Street Improvements – Engineering oversight services were based on an estimated maximum 90 day construction timeline. Engineering oversight fees = \$19,965.00/90 days = \$221.83/day. As of April 15<sup>th</sup> the Contractor had used 105 days, exceeding the estimated max. timeline for oversight services by 15 days (= \$221.83/day x 15 days = \$3,327.45).

**Financial Considerations:**  
All public infrastructure project costs are paid 100% by the development through special assessment property taxes. Project costs include construction and project expenses budgeted at 35% of construction costs. Table A below summarizes the current petition amounts and estimated final petition amounts updated to reflect actual construction contract amounts. Table B below is our best estimate of how the 35% project costs would be spread over each expense budget. Budgeted percentages will vary depending on project type and scope, economic conditions and contractor performance.

Infrastructure Projects	Ph 1 Petitions (Rev. 5/14/24)	Estimated Final Petition Amounts (Rev. 3/21/24)
Grading and Utility Improvements	\$2,257,550	\$2,258,524
Street Improvements	\$727,150	\$695,882
Sub-Total	\$2,984,700.00	\$2,954,406.00

Table A – Summary Harvest Point Petitions

City Council Memorandum – **Harvest Point, Phase 1 Infrastructure**

April 21, 2025

Page 2 of 2

Project Expense Budgets	Estimated % of Construction
Design engineering and bid documents	8.0%
Bidding services	0.5%
Construction Administration/Oversight services	5.0%
Inspection services	9.0%
Material testing services	1.5%
Financing expenses and cost of bond issuance	5.0%
City administrative and legal expenses	1.0%
Construction contingencies	5.0%
	35.00%

*Table B – Breakdown of Budgeted 35% Project Expenses*

Total current infrastructure construction costs total \$2,188,448.25. Budgeted vs. actual engineering design and oversight fees are as follows:

Total Budgeted Engineering Design fees = 8.0% x \$2,188,448 = \$175,076

Current Engineering Design fees = \$125,225 (5.72% or \$49,851 below budget)

Total Budgeted Engineering Oversight fees = 5.0% x \$2,188,448 = \$109,422

Current Engineering Oversight fees = \$71,010.00 (3.24% or \$38,412 below budget).

Engineering Oversight fees, including requested supplemental fee = \$90,780 (4.15% or \$18,642 below budget).

**Legal Considerations:**

Per City Attorney.

**Recommendation/Action:**

As outlined above total estimated engineering oversight fees for Phase 1 Harvest Point were exceeded by \$28,894.20. Y&A is requesting supplemental engineering oversight fees in the amount of \$19,770.00.

*Sample Motion:*

*I move the City approve supplemental engineering oversight fees with Young & Associates, P.A. in the amount of \$19,770.00 for the Harvest Point Addition Phase 1 Infrastructure project, and authorize the Mayor to sign.*

April 21, 2025

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

Re: Supplemental Agreement for Engineering Oversight Services  
Phase 1 Infrastructure Improvements to serve,  
Harvest Point Addition, Mulvane, Sedgwick County, KS  
Y&A Project No. 23-501

Dear Mr. St. John:

Outlined below, for your review and approval, is a supplemental agreement for engineering oversight services for the above referenced project.

SUPPLEMENATAL SCOPE OF WORK

S.1 Extend oversight engineering services in accordance with engineering services agreement services dated December 4, 2023.

SUPPLEMENTAL FEES

YOUNG & ASSOCIATES, PA propose to complete the additional engineering oversight services as described above for the lump sum fee of \$19,770.00.

Please contact the undersigned should you have questions or require any additional information.

Very truly yours,  
YOUNG & ASSOCIATES, PA



Christopher R. Young, PE  
City Engineer

Approved by:

\_\_\_\_\_  
Brent Allen, Mayor  
Mulvane, Kansas

\_\_\_\_\_  
Date

**CITY COUNCIL MEETING  
MULVANE, KANSAS  
April 21, 2025**

**TO:** Mayor and City Council  
**SUBJECT:** Phase 3 - Main A Sanitary Sewer Improvements  
**FROM:** Chris Young, City Engineer - Young & Associates, PA  
**ACTION:** Review/Approve Change Order No. 1 with Apex Excavating, LLC

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**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 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 (see “Project Phasing Map” below). Phase 1 of the Main A SS project was bid in December of 2022 and completed and placed into service in September of 2023. Phase 2 was bid in October of 2023 and completed and placed into service in April of 2024. Phase 3 was bid in November of 2024 and on December 18, 2024 the City Council approved a construction agreement with Apex Excavating.

**Analysis:**

On January 6, 2025 the City approved a NTP for Phase 3 SS improvements. On March 24<sup>th</sup> the Contractor began SS installations. This work will include installing a 21” SS across Styx Creek north of Prather St.

Based on existing flow-line elevations in Styx Creek, there will be approx. 2-ft of cover over the top of the proposed SS pipe. To provide additional protection over the new pipe, the engineer recommends encasing approx. 20-ft of pipe across the creek.

**Financial Considerations:**

The Constructor has requested a change order in the amount of \$1,740.00 for the encasement discussed above. Pending approval of this change order, the total Phase 3 construction costs are as follows:

Original Contract amount = \$1,187,155.00  
 Total Contract amount including CO No. 1 = \$1,188,895.

**Legal Considerations:**

Per City Attorney.

**Recommendation/Action:**

Staff has reviewed the change order requested and recommends approving Change Order No. 1 in the amount of \$1,740.00 as outlined in the following Sample Motion:

*Sample Motion -*

*I move the City approve Change Order No. 1 in the amount of \$1,740.00 with Apex Excavating, LLC and authorize the City Administrator to sign.*



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

**CONTRACT CHANGE ORDER NO. 1**

Project: **Phase 3 – Main “A” Sanitary Sewer Improvements, to serve  
City of Mulvane, Sedgwick-Sumner County, Kansas  
Y&A Project No. 21-482**

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

Date: April 3, 2025

1. The following changes are hereby made to the CONTRACT DOCUMENTS:  
Add 20 LF of Type III Concrete Encasement along the proposed 21” sanitary sewer, to be installed  
from SS Line No. 2 Sta. 21+32.00 to Sta. 21+52.00. Unit cost for concrete encasement = \$87.00/LF  
(total \$1,740.00).

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

2.1 Original Contract Amount (Sanitary Sewer Improvements) ..... \$1,187,155.00

2.2 Current Contract Amount adjusted by previous Change Orders..... \$1,187,155.00

2.3 Net Increase in Contract Amount due to this Change Order..... \$ 1,740.00  
(see attached)

2.4 Total Revised Contract Amount, including this Change Order..... \$1,188,895.00

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


Original Contract Time..... 120 Calendar Days

Original Start Date..... January 17, 2025

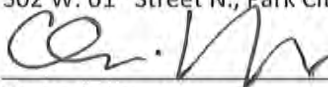
Original Substantial Completion Date..... July 1, 2025

CHANGE ORDER AUTHORIZATION:

Change Order No. 1 Requested by:  
CONTRACTOR

  
Apex Excavating, LLC.  
302 W. 61<sup>st</sup> Street N., Park City, KS 67204  
Date 04.03.2025

Change Order No. 1 Recommended by:  
RESIDENT PROJECT REPRESENTATIVE

  
Young & Associates, PA,  
100 South Georgie, Derby, KS 67037  
Date 4/15/25

Change Order No. 1 Accepted by:  
OWNER

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





302 W 61<sup>st</sup> Street N.  
Park City, KS 67204

Phone: (316) 943-0774

Estimator: Jennifer Sparks  
Email: [jennifers@apexexc.com](mailto:jennifers@apexexc.com)

March 26, 2025

To: Young & Associates

**Phase 3 – Main A Improvements  
Mulvane, KS**

Chris/Ky,

Please see our numbers for the concrete encasement, Rip-Rap, and RCB cleaning that you asked Eddie about.

**Concrete Encase**

#	Description	Qty	Unit	Unit Cost	Extended
1	Concrete Encase	<del>15</del>	LF	\$ 87.00	\$ <del>1,305.00</del>

20

1,740.00

**Rip Rap**

#	Description	Qty	Unit	Unit Cost	Extended
1	Rip-Rap, LS	<del>50</del>	SY	\$ 115.00	\$ <del>5,750.00</del>
2	Clean RCB Box	1	LS	\$ <del>415.00</del>	\$ <del>415.00</del>

Total: \$~~7,470.00~~

91,740.00

This quote is good for 30 days. If the quote is accepted after 30 days it will need to be renegotiated based on material pricing and crew availability.

**CITY COUNCIL MEETING**  
**MULVANE, KANSAS**  
 April 21, 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> (Bond Issue funding)	<p><u>Completed to Date:</u> As of April 14<sup>th</sup> the Contractor was detouring traffic from Prather St. and Main St. for sanitary sewer installations. Detouring of First St. is planned to begin April 15<sup>th</sup> or 16<sup>th</sup> for pavement repairs. Apex has completed SS pipe installation to the north side of the Main St. amphitheatre seating area. Apex is installing de-watering pumps to remove groundwater from the trench zone. Groundwater will be discharged into Styx Creek.</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 \$1,188,895.00 which includes Change Order No. 1.</p>
<b>Phase 1 Harvest Point Addition Infrastructure</b> (Municipal Bonds)	<p><u>Completed to Date:</u> Kansas Paving has completed the first lift of asphalt pavement and plans to install the surface lift the week of April 14<sup>th</sup>. See attached memo regarding Change Order No. 2.</p> <p><u>Remaining Work:</u> Complete asphalt paving, street signage and finish grading. McCullough Excavation, continues working on punch-list items.</p> <p><u>Contract Status:</u> McCullough Excavation's current contract amount of \$1,672,980.25 has been paid less 10% retainage (for punch list items). Kansas Paving's current contract amount is \$515,468.00.</p>
<b>Emerald Valley Estates 2<sup>nd</sup> Addition Infrastructure</b> (Municipal Bonds)	<p><u>Completed to Date:</u> McCullough Excavation is finishing up grading work and has completed installing sanitary sewers, storm sewers and water lines. On 4/7/25 the City awarded street construction to Pearson Const., see attached memo.</p> <p><u>Remaining Work:</u> Complete all pipeline testing and perform a final walk-through inspection for Grading and Utility Improvements. Receive/review street shop drawings and initiate street construction.</p> <p><u>Contract Status:</u> McCullough Excavation's current contract amount is \$1,174,970.00. Pay Application No. 4 was submitted on 4/2/25 in the amount \$396,578.25. Total billed, including Pay App No. 4, represents approx. 84.0% of the total contract amount (less 10% held in retainage). Approx. 88.0% of the work has been completed.</p>
<b>English Park Pedestrian Bridge</b> (Special Sales Tax)	<p><u>Completed to Date:</u> On 4/15/25, City staff met with the structural engineer to review the project goals/objectives, deliverables, site location and prelim. timeline for the project.</p> <p><u>Remaining Work:</u> Complete preliminary/final plans, prepare bid documents, bid project and construct improvements.</p> <p><u>Contract Status:</u> TBD.</p>
<b>Water Distribution System Study</b> (Water Fund)	<p><u>Completed to Date:</u> On 3/17/25, the City initiated a study of their water distribution system. Research of water lines and system operation has been completed and an existing water model layout has been developed and reviewed by Public Works.</p> <p><u>Remaining Work:</u> Complete water system data input, calibrate model to field</p>

## Engineer's Report on Infrastructure Projects

April 21, 2025

Page 2 of 2

	<p>conditions, develop proposed water system improvements, prepare cost opinions and draft study.</p> <p><u>Project Schedule:</u> Project milestones include; complete and calibrate water system model (Aug 2025), complete water system improvement recommendations (Oct. 2025) and prepare draft study (Dec. 2025).</p>
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April 21, 2025

To: Councilmembers

From: Debra M. Parker, CMC  
City Clerk

Re: Statement of Substantial Interest Form      K.S.A. 75-4302a(b)(5)

Per State Statute, all “Statement of Substantial Interests” forms which you complete when filing for office should be updated on an annual basis between **April 15<sup>th</sup> and 30<sup>th</sup>**.

You may review your form on the Sedgwick County Election Office website. After your review, if any changes are needed, please complete a new form and I will submit it to the Election Office for you.

If no changes are needed, please sign the acknowledgement form provided and I will attach it to your file.

Thank you,

Debra M. Parker, CMC  
City Clerk

# CASH & BUDGET STATEMENT

March 2025

Fund	Begin Bal	Revenue	Expenses	End Bal	Budget	YTD Rev	YTD Exp	Remaining	% Spent
General*	6,014,738.15	520,764.96	467,870.13	6,075,866.50	8,997,059	1,924,561.08	2,164,654.21	6,832,404.79	24.06%
Administration			52,901.44		3,065,250		686,976.30	2,378,273.70	22.41%
Public Works			94,187.10		1,101,035		332,849.25	768,185.75	30.23%
Police			141,796.01		2,645,396		520,474.84	2,124,921.16	19.67%
Fire			35,708.28		305,188		159,699.17	145,488.83	52.33%
Ambulance			133,115.85		1,730,340		431,243.95	1,299,096.05	24.92%
Planning & Zoning			10,161.45		149,350		33,410.70	115,939.30	22.37%
Bindweed			-		500		-	500.00	0.00%
Employee Benefit	1,501,738.69	41,128.48	146,422.03	1,397,230.66	2,549,800	1,142,987.92	452,401.03	2,097,398.97	17.74%
Debt Service	1,318,643.79	31,854.52	-	1,350,498.31	2,825,541	1,449,285.54	209,950.15	2,615,590.85	7.43%
Capital Improvements	632,476.83	64.30	-	632,541.13	426,000	546.08	-	426,000.00	0.00%
Special Liability	227,114.58	25.34	3,409.94	223,729.98	187,400	3,163.55	3,409.94	183,990.06	1.82%
Industrial Development	187,003.67	13.21	-	187,016.88	134,600	244.66	-	134,600.00	0.00%
Library	91,494.87	10,858.97	-	102,353.84	602,800	315,782.18	340,054.11	262,745.89	56.41%
Special Alcohol	43,315.32	-	-	43,315.32	37,141	-	-	37,141.00	0.00%
Swimming Pool	186.59	-	536.82	(230.24)	189,000	-	12,382.98	176,617.02	6.55%
Sr. Center	(344.06)	6,336.40	8,207.55	(1,940.95)	126,200	15,124.34	24,893.04	101,306.96	19.73%
Library Sales Tax	151,480.75	-	6,925.83	144,554.92	132,282	-	13,128.30	119,153.70	9.92%
1% Sales Tax	1,511,913.96	173,484.22	-	1,681,060.68	1,489,701	258,778.12	38,875.00	1,450,826.00	2.61%
Special Highway	450,659.86	17,158.79	1,698.24	466,120.41	398,459	64,895.17	11,164.24	387,294.76	2.80%
Special Parks	205,157.38	34,257.87	2,908.28	236,506.97	219,865	34,257.87	112,033.88	107,831.12	50.96%
Transient Guest Tax	788,178.97	-	19,000.00	769,178.97	843,828	154,634.37	50,372.93	793,455.07	5.97%
Mulvane Land Bank	18,996.10	-	-	18,996.10	17,740	-	114.40	17,625.60	0.64%
Electric	6,937,422.34	412,069.35	359,144.34	6,888,191.78	7,069,853	1,262,838.66	1,128,453.78	5,941,399.22	15.96%
Water	1,078,499.83	86,231.56	82,601.12	1,081,854.08	1,688,544	258,957.56	299,341.63	1,389,202.37	17.73%
Wastewater	1,796,766.08	147,849.58	88,463.93	1,855,441.14	2,242,522	459,414.62	468,865.53	1,773,656.47	20.91%
Storm Sewer	492,469.70	5,510.10	3,145.00	494,747.03	205,000	14,763.96	4,275.32	200,724.68	2.09%
Municipal Equipment Reserve	463,059.73	-	-	463,059.73	0	-	-	-	
ARPA	51,769.89	-	-	51,409.09	0	-	-	-	
<b>TOTAL</b>	<b>23,962,743.02</b>	<b>1,487,607.65</b>	<b>1,190,333.21</b>	<b>24,161,502.33</b>	<b>30,383,335</b>	<b>7,360,235.68</b>	<b>5,334,370.47</b>	<b>25,048,964.53</b>	<b>17.56%</b>



Mulvane, KS

# Check Report

By Check Number

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

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK-POOL						
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
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
00385	SHIRTS PLUS INC	03/04/2025	Regular	0.00	909.00	63633
01041	ALL COVERED	03/06/2025	Regular	0.00	6,967.90	63634
00153	ARIENS SPECIALTY BRANDS LLC	03/06/2025	Regular	0.00	71.92	63635
00032	AUTOMOTIVE EQUIPMENT, INC.	03/06/2025	Regular	0.00	9,995.00	63636
01118	BEST SUPPLY CO. INC	03/06/2025	Regular	0.00	857.15	63637
10694	BRIAN GEORGE COMER	03/06/2025	Regular	0.00	1,200.00	63638
00447	CAPITAL ONE	03/06/2025	Regular	0.00	35.61	63639
00071	CENTRAL POWER SYS & SERV INC	03/06/2025	Regular	0.00	570.00	63640
00075	CHENEY DOOR CO., INC.	03/06/2025	Regular	0.00	1,782.75	63641
00101	CHRISTOPHER DAVIS	03/06/2025	Regular	0.00	600.00	63642
00170	CORE & MAIN	03/06/2025	Regular	0.00	83.79	63643
10708	COUNTY OF SEDGWICK KANSAS	03/06/2025	Regular	0.00	413.86	63644
00092	COX COMMUNICATIONS	03/06/2025	Regular	0.00	630.00	63645
10223	CRH COFFEE INC	03/06/2025	Regular	0.00	148.40	63646
01092	ENVIRONMENTAL COMPLIANCE SOLUTIONS	03/06/2025	Regular	0.00	1,250.00	63647
00461	EVERGY	03/06/2025	Regular	0.00	728.64	63648
00134	FAMILY MEDCENTERS PA	03/06/2025	Regular	0.00	260.00	63649
10706	FEDEX FREIGHT	03/06/2025	Regular	0.00	64.40	63650
00145	FOUR STATE MAINTENANCE SUPPLY INC	03/06/2025	Regular	0.00	167.94	63651
00149	GALAXIE BUSINESS EQUIPMENT, INC.	03/06/2025	Regular	0.00	465.70	63652
00152	GARNETT AUTO SUPPLY, INC.	03/06/2025	Regular	0.00	1,527.60	63653
	**Void**	03/06/2025	Regular	0.00	0.00	63654
00160	GRAINGER, W.W. INC.	03/06/2025	Regular	0.00	1,330.06	63655
10460	GSI ENGINEERING, LLC	03/06/2025	Regular	0.00	2,025.53	63656
01140	HAMPEL OIL DISTRIBUTORS INC	03/06/2025	Regular	0.00	23,520.09	63657
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	03/06/2025	Regular	0.00	58.25	63658
10228	HAYSVILLE RENTAL CENTER	03/06/2025	Regular	0.00	143.69	63659
10064	HUBER & ASSOCIATES, INC	03/06/2025	Regular	0.00	2,560.00	63660
00197	IVERSON & WESTFALL PLBG INC.	03/06/2025	Regular	0.00	133.28	63661
00254	JAMES LARRY LINN, ATTY AT LAW	03/06/2025	Regular	0.00	2,000.00	63662
10391	JOY KAY WILLIAMS	03/06/2025	Regular	0.00	2,000.00	63663
00209	KANSAS GAS SERVICE	03/06/2025	Regular	0.00	1,081.55	63664
00233	KANSASLAND TIRE CO. INC.	03/06/2025	Regular	0.00	856.00	63665



## Check Report

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

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10552	KONICA MINOLTA BUSINESS SOLUTIONS	03/06/2025	Regular	0.00	25.30	63666
10326	Konica Minolta Premier Finance	03/06/2025	Regular	0.00	659.31	63667
00243	KROGER-DILLONS CUSTOMER CHARGE	03/06/2025	Regular	0.00	134.75	63668
00246	KSFFA	03/06/2025	Regular	0.00	210.00	63669
10314	KU EDWARDS CAMPUS	03/06/2025	Regular	0.00	30.00	63670
00252	LIFE-ASSIST, INC.	03/06/2025	Regular	0.00	1,240.12	63671
00257	LOWES BUSINESS ACCOUNT	03/06/2025	Regular	0.00	527.98	63672
09913	MABCD	03/06/2025	Regular	0.00	1,139.17	63673
09941	MCCULLOUGH EXCAVATION, INC.	03/06/2025	Regular	0.00	225,442.58	63674
00266	MCKEE CLEAR SERVICE SOLUTIONS INC	03/06/2025	Regular	0.00	50.00	63675
00357	MICHAEL J. ROBINSON	03/06/2025	Regular	0.00	1,764.70	63676
00272	MIDWEST TRUCK EQUIPMENT INC.	03/06/2025	Regular	0.00	1,763.50	63677
10707	MOUNTAINLAND SUPPLY COMPANY	03/06/2025	Regular	0.00	35.86	63678
10091	MULVANE REC CENTER	03/06/2025	Regular	0.00	495.00	63679
00294	MURDOCK COMPANIES, INC.	03/06/2025	Regular	0.00	62.28	63680
10349	NATHAN WERTH	03/06/2025	Regular	0.00	1,012.50	63681
10185	NATIONAL SCREENING BUREAU	03/06/2025	Regular	0.00	53.00	63682
00323	PETTY CASH-CITY OF MULVANE	03/06/2025	Regular	0.00	2,028.80	63683
00458	PHILIP L. WEISER	03/06/2025	Regular	0.00	300.00	63684
10461	QUADIENT FINANCE USA, INC.	03/06/2025	Regular	0.00	300.00	63685
00340	QUILL CORPORATION	03/06/2025	Regular	0.00	689.26	63686
	**Void**	03/06/2025	Regular	0.00	0.00	63687
	**Void**	03/06/2025	Regular	0.00	0.00	63688
00348	REED CARWASH INC.	03/06/2025	Regular	0.00	390.00	63689
00112	RK BLACK INC	03/06/2025	Regular	0.00	40.86	63690
10702	ROADBRINE.COM LLC	03/06/2025	Regular	0.00	8,158.00	63691
00104	RODNEY L SCHUMOCK	03/06/2025	Regular	0.00	315.00	63692
10647	SURVEYING AND MAPPING, LLC	03/06/2025	Regular	0.00	710.00	63693
00441	THE G W VAN KEPPEL COMPANY	03/06/2025	Regular	0.00	1,974.71	63694
00397	T-MOBILE	03/06/2025	Regular	0.00	13.06	63695
00397	T-MOBILE	03/06/2025	Regular	0.00	264.85	63696
00423	TRIPLETT WOOLF & GARRETSON LLC	03/06/2025	Regular	0.00	5,809.94	63697
10664	TWIN VALLEY TELEPHONE INC	03/06/2025	Regular	0.00	944.94	63698
00443	VERIZON WIRELESS	03/06/2025	Regular	0.00	121.10	63699
10466	WESTLAKE HARDWARE INC	03/06/2025	Regular	0.00	5.98	63700
00479	YOUNG & ASSOCIATES, P. A.	03/06/2025	Regular	0.00	26,362.50	63701
	**Void**	03/06/2025	Regular	0.00	0.00	63702
10008	SCHAEFFER MANUFACTURING COMPANY	03/10/2025	Regular	0.00	1,462.48	63706
01218	AMERICAN FENCE COMPANY INC	03/13/2025	Regular	0.00	987.96	63709
01094	AUSTIN HOSE	03/13/2025	Regular	0.00	60.36	63710
00032	AUTOMOTIVE EQUIPMENT, INC.	03/13/2025	Regular	0.00	250.98	63711
00051	BRENNTAG SOUTHWEST, INC	03/13/2025	Regular	0.00	6,199.20	63712
00182	CHRISTOPHER HOLZMAN, ATTY AT LAW	03/13/2025	Regular	0.00	600.00	63713
00092	COX COMMUNICATIONS	03/13/2025	Regular	0.00	104.41	63714
00092	COX COMMUNICATIONS	03/13/2025	Regular	0.00	3,404.69	63715
10223	CRH COFFEE INC	03/13/2025	Regular	0.00	159.53	63716
00461	EVERGY	03/13/2025	Regular	0.00	12,967.10	63717
09841	FLOYD MICHAEL TYSON	03/13/2025	Regular	0.00	171.80	63718
00152	GARNETT AUTO SUPPLY, INC.	03/13/2025	Regular	0.00	148.01	63719
	**Void**	03/13/2025	Regular	0.00	0.00	63720
09940	GLOBAL INNOVATION GROUP, INC	03/13/2025	Regular	0.00	3,420.95	63721
00160	GRAINGER, W.W. INC.	03/13/2025	Regular	0.00	42.60	63722
10068	HECTOR SAMUEL RIVERA	03/13/2025	Regular	0.00	100.00	63723
10064	HUBER & ASSOCIATES, INC	03/13/2025	Regular	0.00	2,500.00	63724
10465	JUMPSTART	03/13/2025	Regular	0.00	776.26	63725
00209	KANSAS GAS SERVICE	03/13/2025	Regular	0.00	3,784.31	63726
00217	KANSAS ONE-CALL SYSTEM, INC.	03/13/2025	Regular	0.00	142.31	63727
00222	KANSAS RURAL WATER ASSOCIATION	03/13/2025	Regular	0.00	1,035.00	63728
10552	KONICA MINOLTA BUSINESS SOLUTIONS	03/13/2025	Regular	0.00	525.21	63729
10698	MIDWEST ELECTRIC TRANSFORMER SERVICES	03/13/2025	Regular	0.00	17,967.60	63730
00272	MIDWEST TRUCK EQUIPMENT INC.	03/13/2025	Regular	0.00	300.00	63731

## Check Report

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

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00283	MULVANE COOPERATIVE UNION	03/13/2025	Regular	0.00	7,546.10	63732
01122	OMAHA TRUCK CENTER COMPANY INC	03/13/2025	Regular	0.00	295.11	63733
00310	OMNI SERVICES GROUP LLC	03/13/2025	Regular	0.00	434.16	63734
09960	OPTIV SECURITY INC.	03/13/2025	Regular	0.00	62.25	63735
00307	O'REILLY AUTO ENTERPRISES LLC	03/13/2025	Regular	0.00	214.90	63736
00322	PEREGRINE CORPORATION	03/13/2025	Regular	0.00	650.19	63737
10558	POWERDMS, INC.	03/13/2025	Regular	0.00	2,751.69	63738
00340	QUILL CORPORATION	03/13/2025	Regular	0.00	96.59	63739
10306	RUUD CONCRETE LLC	03/13/2025	Regular	0.00	890.00	63740
00372	SAMS CLUB	03/13/2025	Regular	0.00	632.62	63741
00379	SEDGWICK CO DIVISION OF FINANC	03/13/2025	Regular	0.00	493.05	63742
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	03/13/2025	Regular	0.00	1,080.00	63743
00401	STANION WHOLESALE ELECTRIC CO INC OF	03/13/2025	Regular	0.00	694.40	63744
00441	THE G W VAN KEPPEL COMPANY	03/13/2025	Regular	0.00	167.47	63745
10366	UNDERGROUND VAULTS & STORAGE, INC	03/13/2025	Regular	0.00	200.21	63746
10183	WASTE MANAGEMENT	03/13/2025	Regular	0.00	1,457.76	63747
00468	WICHITA PUMP & SUPPLY CO., INC	03/13/2025	Regular	0.00	43.04	63748
00094	WICHITA WATER CONDITIONING, INC.	03/13/2025	Regular	0.00	418.38	63749
10547	FIRST WIRELESS, INC.	03/13/2025	Regular	0.00	132.00	63750
10493	AMAZON	03/20/2025	Regular	0.00	46.50	63751
00153	ARIENS SPECIALTY BRANDS LLC	03/20/2025	Regular	0.00	368.60	63752
00463	BERRY COMPANIES INC	03/20/2025	Regular	0.00	550.11	63753
00051	BRENNTAG SOUTHWEST, INC	03/20/2025	Regular	0.00	1,375.00	63754
10494	BTAC HOLDING CORP	03/20/2025	Regular	0.00	1,920.37	63755
10499	CENTER POINT, INC.	03/20/2025	Regular	0.00	49.74	63756
00170	CORE & MAIN	03/20/2025	Regular	0.00	225.27	63757
00103	DE LAGE LANDEN INC	03/20/2025	Regular	0.00	77.44	63758
01078	EMC INSURANCE COMPANIES	03/20/2025	Regular	0.00	163.00	63759
00152	GARNETT AUTO SUPPLY, INC.	03/20/2025	Regular	0.00	615.69	63760
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	03/20/2025	Regular	0.00	774.81	63761
00438	HD SUPPLY, INC.	03/20/2025	Regular	0.00	946.31	63762
10064	HUBER & ASSOCIATES, INC	03/20/2025	Regular	0.00	2,260.00	63763
00030	JOHN DEERE FINANCIAL	03/20/2025	Regular	0.00	459.89	63764
00220	KANSAS POWER POOL	03/20/2025	Regular	0.00	237,906.47	63765
00222	KANSAS RURAL WATER ASSOCIATION	03/20/2025	Regular	0.00	1,650.00	63766
00247	LABORATORY CORP OF AMERICA HOLDINGS	03/20/2025	Regular	0.00	22.85	63767
01219	MERIDIAN ANALYTICAL LABS LLC	03/20/2025	Regular	0.00	1,070.35	63768
10022	MIDWEST MOTOR SUPPLY CO. INC	03/20/2025	Regular	0.00	280.80	63769
10500	MIDWEST TAPE, LLC.	03/20/2025	Regular	0.00	54.73	63770
01110	MJB HEATING & COOLING LLC	03/20/2025	Regular	0.00	222.16	63771
10349	NATHAN WERTH	03/20/2025	Regular	0.00	2,500.00	63772
09985	PETER A. MACKINNEY	03/20/2025	Regular	0.00	3,100.00	63773
00385	SHIRTS PLUS INC	03/20/2025	Regular	0.00	936.00	63774
00467	SIJHOLDINGS, LLC	03/20/2025	Regular	0.00	985.60	63775
01137	SOUTH CENTRAL KANSAS LIBRARY SYSTEMS	03/20/2025	Regular	0.00	3,868.89	63776
00407	SUMNER CO. SHERIFF	03/20/2025	Regular	0.00	1,920.00	63777
00408	SURENCY LIFE & HEALTH	03/20/2025	Regular	0.00	737.60	63778
10250	SUSAN DUTCHER	03/20/2025	Regular	0.00	310.00	63779
00443	VERIZON WIRELESS	03/20/2025	Regular	0.00	561.65	63780
00451	WALLACE ENVELOPE CO, INC.	03/20/2025	Regular	0.00	253.00	63781
00459	WESCO	03/20/2025	Regular	0.00	141.05	63782
00462	WESTFALL ELECTRIC INC.	03/20/2025	Regular	0.00	2,000.00	63783
00471	WICHITA WINWATER WORKS CO INC	03/20/2025	Regular	0.00	247.16	63784
00479	YOUNG & ASSOCIATES, P. A.	03/20/2025	Regular	0.00	3,145.00	63785
00482	ZOLL MEDICAL CORP.	03/20/2025	Regular	0.00	2,245.16	63786
00012	AIRGAS USA, INC.	03/27/2025	Regular	0.00	320.00	63793
00015	ALTEC INDUSTRIES, INC.	03/27/2025	Regular	0.00	1,793.67	63794
10668	ASTRO INTERMEDIATE L.P.	03/27/2025	Regular	0.00	515,473.11	63795
01094	AUSTIN HOSE	03/27/2025	Regular	0.00	3,450.10	63796
00463	BERRY COMPANIES INC	03/27/2025	Regular	0.00	473.26	63797
01118	BEST SUPPLY CO. INC	03/27/2025	Regular	0.00	1,995.20	63798

## Check Report

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

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10065	BISHOP LIFTING PRODUCTS, INC.	03/27/2025	Regular	0.00	307.34	63799
00242	BORDER STATES ELECTRIC	03/27/2025	Regular	0.00	370.20	63800
09957	CARSON INSURANCE GROUP	03/27/2025	Regular	0.00	16,505.75	63801
00071	CENTRAL POWER SYS & SERV INC	03/27/2025	Regular	0.00	570.00	63802
00170	CORE & MAIN	03/27/2025	Regular	0.00	5,125.74	63803
10223	CRH COFFEE INC	03/27/2025	Regular	0.00	148.40	63804
10334	DEARL D SHULL	03/27/2025	Regular	0.00	150.00	63805
00142	FLUID EQUIPEMNET INC	03/27/2025	Regular	0.00	4,900.00	63806
00145	FOUR STATE MAINTENANCE SUPPLY INC	03/27/2025	Regular	0.00	796.10	63807
00152	GARNETT AUTO SUPPLY, INC.	03/27/2025	Regular	0.00	831.70	63808
	**Void**	03/27/2025	Regular	0.00	0.00	63809
00160	GRAINGER, W.W. INC.	03/27/2025	Regular	0.00	299.97	63810
00347	HENDERSON INVESTMENTS INC	03/27/2025	Regular	0.00	736.32	63811
10042	INLAND TRUCK PARTS & SERVICE	03/27/2025	Regular	0.00	199.36	63812
10712	KANSAS ASSOCIATION OF COUNTIES	03/27/2025	Regular	0.00	65.00	63813
10326	Konica Minolta Premier Finance	03/27/2025	Regular	0.00	145.79	63814
10314	KU EDWARDS CAMPUS	03/27/2025	Regular	0.00	270.00	63815
00252	LIFE-ASSIST, INC.	03/27/2025	Regular	0.00	8,932.27	63816
10105	MASIMO AMERICAS, INC.	03/27/2025	Regular	0.00	249.00	63817
00262	MAXIMUM OUTDOOR EQUIPMENT & SERVICE	03/27/2025	Regular	0.00	48.80	63818
01219	MERIDIAN ANALYTICAL LABS LLC	03/27/2025	Regular	0.00	507.00	63819
00280	MORGAN-BULLEIGH INC	03/27/2025	Regular	0.00	675.00	63820
01122	OMAHA TRUCK CENTER COMPANY INC	03/27/2025	Regular	0.00	934.87	63821
10371	PB PARENT HOLDCO, LP	03/27/2025	Regular	0.00	418.00	63822
00458	PHILIP L. WEISER	03/27/2025	Regular	0.00	450.00	63823
00340	QUILL CORPORATION	03/27/2025	Regular	0.00	627.87	63824
	**Void**	03/27/2025	Regular	0.00	0.00	63825
00348	REED CARWASH INC.	03/27/2025	Regular	0.00	100.00	63826
00385	SHIRTS PLUS INC	03/27/2025	Regular	0.00	1,483.40	63827
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	03/27/2025	Regular	0.00	861.83	63828
01186	SUPERIOR RUBBER STAMP & SEAL INC	03/27/2025	Regular	0.00	36.65	63829
00397	T-MOBILE	03/27/2025	Regular	0.00	264.91	63830
01007	UTILITY HELPNET INC	03/27/2025	Regular	0.00	528.69	63831
00443	VERIZON WIRELESS	03/27/2025	Regular	0.00	121.10	63832
00446	VIA CHRISTI HOME MEDICAL LLC	03/27/2025	Regular	0.00	400.00	63833
10466	WESTLAKE HARDWARE INC	03/27/2025	Regular	0.00	499.54	63834
00196	INTRUST CARD CENTER	03/11/2025	Bank Draft	0.00	10,018.49	DFT0004105

## Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	284	204	0.00	1,331,435.18
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	-25.00
Bank Drafts	54	1	0.00	10,018.49
EFT's	0	0	0.00	0.00
	<b>338</b>	<b>213</b>	<b>0.00</b>	<b>1,341,428.67</b>

## Check Report

Date Range: 03/01/2025 - 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	03/06/2025	Regular	0.00	6,550.00	63703
00079	CITY OF MULVANE	03/06/2025	Regular	0.00	5,251.44	63704
00408	SURENCY LIFE & HEALTH	03/06/2025	Regular	0.00	746.38	63705
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	03/14/2025	Regular	0.00	78.46	63707
01016	KANSAS PAYMENT CENTER	03/14/2025	Regular	0.00	504.45	63708
00079	CITY OF MULVANE	03/20/2025	Regular	0.00	2,625.72	63787
00106	DELTA DENTAL OF KANSAS	03/20/2025	Regular	0.00	5,480.92	63788
01012	AFLAC	03/28/2025	Regular	0.00	316.29	63789
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	03/28/2025	Regular	0.00	78.46	63790
01016	KANSAS PAYMENT CENTER	03/28/2025	Regular	0.00	504.45	63791
01022	LEGAL SHIELD	03/28/2025	Regular	0.00	371.75	63792
01021	KPERS	03/14/2025	Bank Draft	0.00	23,708.37	DFT0004106
01021	KPERS	03/14/2025	Bank Draft	0.00	11,403.56	DFT0004107
01026	IRS	03/14/2025	Bank Draft	0.00	25,487.36	DFT0004108
01026	IRS	03/14/2025	Bank Draft	0.00	17,503.65	DFT0004109
01031	KANSAS DEPT OF REVENUE	03/14/2025	Bank Draft	0.00	9,636.71	DFT0004110
01026	IRS	03/14/2025	Bank Draft	0.00	5,960.68	DFT0004111
10699	MUTUAL OF OMAHA	03/31/2025	Bank Draft	0.00	1,305.43	DFT0004112
10699	MUTUAL OF OMAHA	03/31/2025	Bank Draft	0.00	529.40	DFT0004113
10699	MUTUAL OF OMAHA	03/31/2025	Bank Draft	0.00	271.20	DFT0004114
01021	KPERS	03/28/2025	Bank Draft	0.00	746.74	DFT0004115
01021	KPERS	03/28/2025	Bank Draft	0.00	23,935.69	DFT0004116
01021	KPERS	03/28/2025	Bank Draft	0.00	11,493.07	DFT0004117
00436	UNUM LIFE INSURANCE CO OF AMER	03/31/2025	Bank Draft	0.00	395.90	DFT0004118
01026	IRS	03/28/2025	Bank Draft	0.00	26,526.98	DFT0004119
01026	IRS	03/28/2025	Bank Draft	0.00	19,251.00	DFT0004120
01031	KANSAS DEPT OF REVENUE	03/28/2025	Bank Draft	0.00	10,064.81	DFT0004121
01026	IRS	03/28/2025	Bank Draft	0.00	6,203.88	DFT0004122
00046	BLUE CROSS AND BLUE SHIELD	03/28/2025	Bank Draft	0.00	7,586.20	DFT0004123
00046	BLUE CROSS AND BLUE SHIELD	03/28/2025	Bank Draft	0.00	6,517.04	DFT0004124
00046	BLUE CROSS AND BLUE SHIELD	03/28/2025	Bank Draft	0.00	7,678.10	DFT0004125
00046	BLUE CROSS AND BLUE SHIELD	03/28/2025	Bank Draft	0.00	36,093.90	DFT0004126
00046	BLUE CROSS AND BLUE SHIELD	03/28/2025	Bank Draft	0.00	7,586.20	DFT0004127
00046	BLUE CROSS AND BLUE SHIELD	03/28/2025	Bank Draft	0.00	6,517.04	DFT0004128
00046	BLUE CROSS AND BLUE SHIELD	03/28/2025	Bank Draft	0.00	7,678.10	DFT0004129
00046	BLUE CROSS AND BLUE SHIELD	03/28/2025	Bank Draft	0.00	36,094.20	DFT0004130

## Bank Code PYBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	25	11	0.00	22,508.32
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	25	25	0.00	310,175.21
EFT's	0	0	0.00	0.00
	50	36	0.00	332,683.53

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	309	215	0.00	1,353,943.50
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	-25.00
Bank Drafts	79	26	0.00	320,193.70
EFT's	0	0	0.00	0.00
	388	249	0.00	1,674,112.20

Fund Summary

Fund	Name	Period	Amount
999	Pool Cash Fund	3/2025	1,674,112.20
			1,674,112.20

Approved

Date





April 14, 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. 4 from McCullough Excavation, Inc. for the above referenced project. Based on observations made on 04/07/25, it appeared the grading work is nearly complete with sanitary sewer, water and storm sewers installations complete. Some misc. work items and testing remains to date.

Accordingly, we would concur with the amount of \$396,578.25 as requested. Payment Application No. 4 represents 84.0% of the total contract amount. We estimate approx. 88.0% 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. 4

Application Period: March 1st thru March 31st		Application Date: March 31, 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).....	\$ 987,007.35
			5. RETAINAGE:	
			a. 10% X \$987,007.35 Work Completed.....	\$ 98,700.74
			b. 10% X \$0.00 Stored Material.....	\$ 0.00
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 98,700.74
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 888,306.62
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 491,728.37
			8. AMOUNT DUE THIS APPLICATION.....	\$ 396,578.25
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ 286,663.39
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;

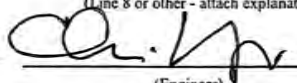
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner 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: Ry McCullough, Vice Pres. Date: 4/2/2025

Payment of: \$ 396,578.25  
(Line 8 or other - attach explanation of the other amount)

is recommended by:  4/14/25  
(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)



## Contractor's Application

EJCDC® C-620 Contractor's Application for Payment  
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## Contractor's Application

For (Contract): Emerald Valley Estates 2nd Addition										Application Number: 4			
Application Period: March 1st thru March 31st										Application Date: March 31, 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				
	Sanitary Sewer												
1	12" Sanitary Sewer, complete in place per linear foot	580	LF	\$120.00	\$69,600.00	580	\$69,600.00	\$69,600.00	\$0.00		\$69,600.00	100.0%	\$0.00
2	8" Sanitary Sewer, complete in place per linear foot	1881	LF	\$85.00	\$159,885.00	1881	\$159,885.00	\$151,385.00	\$8,500.00		\$159,885.00	100.0%	\$0.00
3	Standard Sanitary Sewer Manhole (5' Dia.), complete in place	3	EA	\$7,000.00	\$21,000.00	3	\$21,000.00	\$21,000.00	\$0.00		\$21,000.00	100.0%	\$0.00
4	Standard Sanitary Sewer Manhole (4' Dia.), complete in place	9	EA	\$5,500.00	\$49,500.00	9	\$49,500.00	\$38,500.00	\$11,000.00		\$49,500.00	100.0%	\$0.00
5	Connection to Existing, complete in place per lump sum	1	LS	\$1,500.00	\$1,500.00	1	\$1,500.00	\$1,500.00	\$0.00		\$1,500.00	100.0%	\$0.00
6	12" Pipe Stub w/End Cap, complete in place per each	1	EA	\$1,500.00	\$1,500.00	1	\$1,500.00	\$1,500.00	\$0.00		\$1,500.00	100.0%	\$0.00
7	4" Pipe Stub w/Riser, complete in place per each	20	EA	\$2,700.00	\$54,000.00	20	\$54,000.00	\$37,800.00	\$16,200.00		\$54,000.00	100.0%	\$0.00
8	8"x4" Tee and Riser Assembly, complete in place per each	15	EA	\$2,500.00	\$37,500.00	15	\$37,500.00	\$37,500.00	\$0.00		\$37,500.00	100.0%	\$0.00
9	Flushed and Vibrated Sand Backfill, complete in place per line	125	LF	\$7.00	\$875.00	125	\$875.00	\$875.00	\$0.00		\$875.00	100.0%	\$0.00
10	Seeding and Erosion Control, complete in place per lump sum	1	LS	\$728.00	\$728.00	0	\$0.00	\$0.00	\$0.00		\$0.00		\$728.00
11	Site Clearing and Restoration, complete in place per lump sum	1	LS	\$20,762.00	\$20,762.00	0.9	\$18,685.80	\$18,685.80	\$0.00		\$18,685.80	90.0%	\$2,076.20
					\$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				\$416,850.00		\$414,045.80	\$35,700.00	\$0.00		\$414,045.80	99.3%	\$2,804.20

## Contractor's Application

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# Progress Estimate - Unit Price Work

# Contractor's Application

For (Contract): Emerald Valley Estates 2nd Addition										Application Number: 4				
Application Period: March 1st thru March 31st										Application Date: March 31, 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					
	Water Line													
1	12" Water Line, complete in place per linear foot	676	LF	\$80.00	\$54,080.00	676	\$54,080.00		\$54,080.00		\$54,080.00	100.0%	\$0.00	
2	12" D1CL SJ Water Line Pipe, complete in place per linear	2	LF	\$85.00	\$170.00	2	\$170.00		\$170.00		\$170.00	100.0%	\$0.00	
3	8" Water Line Pipe, complete in place per linear foot	2550	LF	\$60.00	\$153,000.00	1550	\$93,000.00		\$93,000.00		\$93,000.00	60.8%	\$60,000.00	
4	8" D1CL SJ Water Line Pipe, complete in place per linear foot	16	LF	\$65.00	\$1,040.00	16	\$1,040.00		\$1,040.00		\$1,040.00	100.0%	\$0.00	
5	Fire Hydrant Assembly, complete in place per each	5	EA	\$5,500.00	\$27,500.00	4	\$22,000.00		\$22,000.00		\$22,000.00	80.0%	\$5,500.00	
6	12" Anchor Wlve Assembly (Special), complete in place per	1	EA	\$5,100.00	\$5,100.00	1	\$5,100.00		\$5,100.00		\$5,100.00	100.0%	\$0.00	
7	8" Valve Assembly, complete in place per each	7	EA	\$4,700.00	\$32,900.00	7	\$32,900.00		\$32,900.00		\$32,900.00	100.0%	\$0.00	
8	Flushed and Vibrated Sand Backfill, complete in place per l	190	LF	\$5.00	\$950.00	190	\$950.00		\$950.00		\$950.00	100.0%	\$0.00	
9	Seeding and Erosion Control, complete in place per lump s	1	LS	\$903.00	\$903.00	0	\$0.00		\$0.00		\$0.00		\$903.00	
10	Site Clearing and Restoration, complete in place per lump s	1	LS	\$4,837.00	\$4,837.00	0.5	\$2,418.50		\$2,418.50		\$2,418.50	50.0%	\$2,418.50	
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		\$211,658.50		\$211,658.50	\$0.00	\$211,658.50	75.5%	\$68,821.50	

## Invoice PS-INV111922

November 27, 2024

### Mulvane EMS

No Contact Name  
 910 E. Main Street  
 Mulvane, KS 67110  
 USA

Customer ID	Customer PO	Schedule Number	Due Date	Payment Terms
3886		20240 (11/27/24 - 11/26/25)	December 27, 2024	Net 30

No.	Description	Quantity	Unit Price	Comment	Tax %	Line Amount Excl. Tax
710	Agency Level Validation EMS	1	535.00	Annual Fee	0	535.00
<b>Notes:</b>						
43	CAD Distribution	1	3,745.00	Annual Fee	0	3,745.00
<b>Notes:</b> Other Vendor						
749	Continuum® for EMS	1	4,012.50	Annual Fee	0	4,012.50
<b>Notes:</b>						
1037	Elite™ Field Add-On Option	1	2,675.00	Annual Fee	0	2,675.00
<b>Notes:</b>						
805	FTP Auto Export	1	3,745.00	Annual Fee	0	3,745.00
<b>Notes:</b>						
1061	EMS Performance Insight	1	2,675.00	Annual Fee	0	2,675.00
<b>Notes:</b>						
<b>Subtotal</b>						<b>17,387.50</b>
<b>Total Tax</b>						<b>0.00</b>
<b>Total \$ Incl. Tax</b>						<b>17,387.50</b>

