

MULVANE CITY COUNCIL  
REGULAR MEETING AGENDA  
Monday May 5, 2025

	Page
Call Regular Meeting to Order	
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated April 21, 2025	2-5
Correspondence	
Public Comments (State Name and Address – 5 minutes)	
Appointments, Awards and Citations	
1. Board Appointments	6-10
<b>OLD BUSINESS:</b>	
<b>NEW BUSINESS:</b>	
1. Request for Transient Guest Tax Funds– Doc Sunback Film Festival – Malissa Long	11-14
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1. Emerald Valley Estates 2 <sup>nd</sup> Addn. – Notice to Proceed – Pearson Const.	15-16
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<b>LAND BANK:</b>	19-30
1. Approval of Land Bank Minutes dated February 19, 2025	
2. Notice of Agreement and Right of First Refusal – 203 W. Main – J. T. Klaus	
3. Approval of Recording Fee to Sumner County	
<b>CITY STAFF:</b>	
City Clerk	
City Administrator	
City Attorney	
<b>CONSENT AGENDA:</b>	31-38
1. Payroll dated 4/25/25 - \$259,787.16	
2. City Utility Bills for March - \$18,979.64	
3. Pay Appl. #1 – Phase 3 Main “A” Sanitary Sewer – Apex Excavating - \$185,765.51	
4. Core & Main – Water Meters & Single Port Smart Points - \$12,390.00	
5. Core & Main – Water Supplies for Harvest Point Addn. - \$46,770.00	
<b>ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:</b>	
Next City Council Meeting – Monday, May 19, 2025 – 6:00 p.m.	
<b>ADJOURNMENT:</b>	

**MULVANE CITY COUNCIL  
REGULAR MEETING MINUTES**

April 21, 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, Kurtis Westfall, Trish Gerber, Tim Huntley.

**OTHERS PRESENT:** Austin St. John, Debbie Parker, J. T. Klaus, Chris Young, Joel Pile, Mike Robinson, Nancy Farber Mottola, Nancy Reed, Leanna Yohe, Sue Shoemaker, Pat Arroyo, Joyce Riecker, Dan Herpolsheimer, Rhyan Borden.

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

**APPROVAL OF REGULAR MEETING MINUTES:**

MOTION by Westfall, second by Leach to approve the Regular meeting minutes dated April 7, 2025.

MOTION approved unanimously.

**CORRESPONDENCE:** None

**PUBLIC COMMENTS:** Tree Board Member, Nancy Reed, invited the City Council to the Arbor Day Celebration tomorrow (April 22<sup>nd</sup>) at the PIX at 6:30 p.m. They will be honoring Dan Heersche.

**APPOINTMENTS, AWARDS AND CITATIONS:**

**1. Arbor Day Proclamation:**

Mayor Allen read the Arbor Day Proclamation proclaiming April 22, 2025, as Arbor Day in the City of Mulvane, Kansas.

**OLD BUSINESS**

**1. Resolution for Public Hearing on Selection of Electric Provider:**

City Attorney, J.T. Klaus, reviewed this item with the council. On April 7, 2025, the City Council approved Ordinance 1596 to annex the property at 1337 E. 146<sup>th</sup> Ave. N. into the City of Mulvane. The electric utility at the property is currently being served by Evergy, Inc. 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. 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 Inc., 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.

(Councilmember Todd Leeds arrived at 6:11 p.m.)

MOTION by Huntley, second by Westfall to 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.

MOTION approved unanimously.

#### 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.

#### NEW BUSINESS

**1. Request for Transient Guest Tax Funds – Mulvane Alumni Association:**

Nancy Farber Mottola requested TGT funds in the amount of \$1,630.00 for the Mulvane High School Alumni Banquet which will be held on Saturday, May 24, 2025. The City logo will be included on the event flyer.

MOTION by Leach, second by Leeds 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.

MOTION approved unanimously.

#### ENGINEER

**1. Agreement for Street Improvements – Emerald Valley Estates 2<sup>nd</sup> Addition:**

On April 7<sup>th</sup>, the City Council accepted the bid from Pearson Construction, LLC in the amount of \$379,969.30 for Street Improvements to serve Emerald Valley Estates 2<sup>nd</sup> Addition and authorized the issuance of a Notice of Award. Pearson Construction has submitted the Construction Agreement, Bond Forms, and Certificate of Insurance for the council's consideration.

MOTION by Gerber, second by Westfall to 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.

MOTION approved unanimously.

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

After some rainfall in early April, surface water was observed ponding near the NW corner of a concrete valley gutter located at the north side of the intersection of Garnet and Quartz. Upon the review of design elevations for the valley gutter, it was determined that one of the spot elevations

was in error, and a corrective plan was prepared. Change Order No. 2 includes removal and replacement of the concrete valley gutter and an additional 10-calendar days to complete the work. The increase in the contract amount due to this change will be \$9,117.50.

MOTION by Leach, second by Leeds to 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.

MOTION approved unanimously.

### **3. Engineering Supplemental Agreement – Harvest Point Addition:**

The construction contract with McCullough Excavation for Grading and Utility Improvements for Harvest Point had a completion date set at December 30, 2024. (120-day construction timeline). On 3/3/25 Change Order No. 1 was approved, allowing an additional 25 days due to weather conditions. The contract with Kansas Paving for Street Improvements for Harvest Point had a completion date set at February 28, 2025. (90-day construction timeline). On 3/17/25 Change Order No. 1 was approved, allowing an additional 35 days due to weather conditions.

As of April 15<sup>th</sup>, the Engineering oversight services for Grading and Utility Improvements have exceeded the estimated maximum timeline by 165 days, and Engineering oversight services for Street Improvements have exceeded the estimated maximum timeline by 15 days. 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.

MOTION by Huntley, second by Leeds to approve supplemental engineering oversight fees with Young and 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.

MOTION approved unanimously.

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

Apex Construction is installing a 21” Sanitary Sewer pipe across Styx Creek north of Prather St. Based on existing flow-line elevations in Styx Creek, there will be approximately 2 feet of cover over the top of the proposed SS pipe. To provide additional protection over the new pipe, it is recommended to encase approximately 20 feet of pipe across the creek. The Contractor has requested a change order in the amount of \$1,740.00 for the concrete encasement.

MOTION by Leach, second by Huntley to approve Change Order No. 1 in the amount of \$1,740.00 with Apex Excavating, LLC and authorize the City Administrator to sign.

MOTION approved unanimously.

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

Main “A” Sanitary Sewer Improvements Phase 3 – Traffic has been detoured from Prather St. and Main St. for sanitary sewer installations. Apex has completed SS pipe installation to the northside of the Main St. Park Bandshell seating area. Begin warranty work for pavement repair on First St. and Bridge.

Phase 1 Harvest Point – Kansas Paving has completed the first lift of asphalt pavement and is ready to install the surface lift.

Emerald Valley Estates 2<sup>nd</sup> Addition – McCullough Excavation is finishing grading work and has completed installing sanitary sewers, storm sewers and water lines. Ready for pipeline testing and final walk-through inspection for Grading and Utility Improvements.

English Park Pedestrian Bridge – Staff met with the structural engineer to review the project and timeline. Ready to prepare bid documents.

Water Distribution System Study – Research of water lines and system operation has been completed, and an existing water model layout has been developed.

## **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>. New forms are available if needed, or acknowledgement forms for no changes are ready for signature.

**City Administrator:** Financial Report for March was provided for council's review.

**City Attorney:** City Attorney, J.T. Klaus, advised that Planning and Zoning Director, Joel Pile, notified Toby Kuhn with KDHE that the City did not wish to participate in the Illegal Dump Program for tire removal at 1481 N. Dollar Rd. due to a paragraph in the agreement stating the City would be responsible for the total cost of the clean-up if Federal or State funds were not released for the project. KDHE advised that the paragraph can be removed from the agreement, and they will send a new, signed agreement for council consideration.

## **CONSENT AGENDA ITEMS:**

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

1. Payroll Dated 4/11/25 - \$271,994.59
2. Warrant Register for March - \$1,674,112.20
3. Pay Appl. #4 – Emerald Valley Estates 2<sup>nd</sup> Addn. – McCullough Excavation - \$396,578.25
4. EMS Software Annual Renewal Fee – ImageTrend - \$17,387.50

MOTION approved unanimously.

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

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

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

## **ADJOURNMENT:**

MOTION by Leach, second by Gerber to adjourn the regular meeting of the Mulvane City Council.  
MOTION approved unanimously at 6:36 p.m.

Minutes by:

Debra M. Parker, City Clerk

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

**CITY COUNCIL MEETING**  
**May 5, 2025**

**TO:** City Council  
**SUBJECT:** Board and Commission Appointments  
**ACTION:** **Appointments for Boards and Commissions**

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**Background:** Traditionally, the Mayor recommends to the Mulvane City Council the appointments to serve on the following Boards & Commissions:

- Mulvane Tree Board (all 7 positions)  
*Meet the 2nd Tuesday of each month at 12:00 p.m. @ City Hall.*
- Mulvane Planning Commission (all 9 positions)  
*Meet the 2<sup>nd</sup> Thursday of each month at 7:30 p.m. @ City Hall.*
- Mulvane Library Board (all 7 positions)  
*Meet the 2nd Monday of the month at 5:30 @ Library.*
- Mulvane Recreation Commission (2 of 5 positions)  
*Meet the 2<sup>nd</sup> Monday of each month at 7:00 p.m. @ MRC.*
- Mulvane Historical Society (2 of 5 positions)  
*Meet the 2<sup>nd</sup> Monday of each month at 6:00 p.m. @ Museum.*

**Analysis:** If a current Board or Commission member would like to be re-appointed, we traditionally recommend the re-appointment. When a board position is open, we try to get the message out to the citizens of the opportunity to serve via City Ch. 7, Facebook, and email notices, etc. We also ask the Board Chair or Director to contact people who have expressed an interest in serving on their Board or Commission.

**LIBRARY BOARD**  
**4 YEAR TERMS**

There are two (2) positions open for 2025. Kallie Kimble would like to be re-appointed. Sara Erb has reached her two-term limit and cannot be re-appointed. The Library Board reviewed three (3) applications for the open position and would like to recommend the appointment of Cynthia Creamer to a four (4) year term on the Library Board.

**PLANNING COMMISSION**  
**3 YEAR TERMS**

There are three (3) positions open for 2025. Jay Patterson (Sumner Co. - Rural), Nancy Reed (Sedgwick Co. - City), and Danny Harvey (Sedgwick Co. - Rural). Nancy Reed and Danny Harvey would like to be re-appointed to the Planning Commission. Jay Patterson is stepping down from his position. Planning and Zoning Director, Joel Pile, recommends the re-appointment of Nancy Reed and Danny Harvey. The Sumner Co. – Rural position will remain open until filled.

TREE BOARD  
3 YEAR TERMS

There are no positions open for 2025.

MULVANE RECREATION COMMISSION  
4 YEAR TERMS

There are no City positions open for 2025.

MULVANE HISTORICAL SOCIETY  
4 YEAR TERMS

There are no City positions open for 2025.

**Financial Considerations:**

All the members of these Boards and Commissions serve without compensation. The City pays for any training, education, and travel-related expenses for the Planning Commission and Tree Board. These costs are very minimal.

**Legal Considerations:** As per City Attorney.

**Recommendation/Action:**

**Library Board:**

Motion to re-appoint Kallie Kimble to a four-year term on the Library Board.

Motion to appoint Cynthia Creamer to a four-year term on the Library Board.

**Planning Commission:**

Motion to re-appoint Nancy Reed (Sedgwick Co. – City) and Danny Harvey (Sedgwick Co. – Rural) to a three-year term on the Mulvane Planning Commission.

**Tree Board:** No appointments for 2025.

**Mulvane Recreation Commission:** No City appointments for 2025.

**Mulvane Historical Society:** No City appointments for 2025.

Board and Commission  
Application & Questionnaire

Name: Cynthia Creamer

Date: April 1, 2025

Address: 838 N. Trail Drive, Mulvane

Phone #: 316-777-0350/200-3191 Email: dc.creamer@sbcglobal.net

What board or commission would you like to serve on? Library Board

How long have you lived in the City of Mulvane? 38 years

Why are you interested in serving on this board, commission or committee?

I have been volunteering at Botanica for the past 12 years. I recently decided I needed  
to find an activity closer to Mulvane. The library and reading are things I have always  
been interested in.

What is your profession and do you have any special skill sets that would be beneficial to this board, commission or committee?

I am retired from education. I have a BS in Elementary Education, a ME as  
a Reading Specialist and Early Childhood Certification. I taught kindergarten in Udall for  
26 years. I served on the library committee when we didn't have a librarian. We ordered  
books PreK-5th grade for the library. I also helped when we transferred the library to a  
computer system.

Are you committed to regularly attending the board, commission or committee meetings?

Yes

How did you learn about this opening?

My neighbor Denise Woods told me about the opening.

Signature: 

*Attach letters or additional information if desired.*



Board and Commission  
Application & Questionnaire

Name: Erin Manning Date: 3-12-2025

Address: 514 Park Ave Mulvane, KS 67110

Phone #: 316-633-0525 Email: enn.manning.mba@gmail.com

What board or commission would you like to serve on? Library

How long have you lived in the City of Mulvane? 17 years

Why are you interested in serving on this board, commission or committee?

I am an avid reader and we enjoy the programming  
and activities at the library. It's an incredible asset  
to our community!

What is your profession and do you have any special skill sets that would be beneficial to this board, commission or committee?

I am the Vice President of Marketing at Exploration Place.  
I oversee all of our marketing, special events, rentals,  
birthday parties, Dome Theater and amphitheater  
programming. I am also an adjunct Professor of  
Marketing at Friends University.

Are you committed to regularly attending the board, commission or committee meetings?

Yes

How did you learn about this opening?

Facebook

Signature: Erin Manning

Attach letters or additional information if desired.

I served on the Planning Commission for 2 years, if you  
would like to ask Joel Prie for a recommendation.

Board and Commission  
Application & Questionnaire

Name: Stormie Hutchinson Date: 4-8-25

Address: 612 S. College Ave Mulvane, KS 67110

Phone #: 316-633-2857 Email: KOBLITZSL@YAHOO.COM

What board or commission would you like to serve on? Mulvane Public Library Board of Trustees

How long have you lived in the City of Mulvane? 2 years

Why are you interested in serving on this board, commission or committee?

I am a stay at home mom of four children ages 11, 9, 6, and 1.  
We love going to the library and all of the fun activities  
they plan. I would love to be a part of that and  
help serve my community.

What is your profession and do you have any special skill sets that would be beneficial to this board, commission or committee?

I am a stay at home mom of four kids. I  
have previous work experience in the school system as  
well as customer service. As a mom I have to have  
good time management, conflict resolution, negotiation,  
and listening skills.

Are you committed to regularly attending the board, commission or committee meetings?

Yes!

How did you learn about this opening?

The library Facebook page.

Signature: Stormie Hutchinson

Attach letters or additional information if desired.

May 5, 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 Doc Sunback Film Festival for Transient Guest Tax funds in the amount of \$2,000.**



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:**

Doc Sunback Film Festival screens a variety of genres and includes short films, documentaries, and feature-length movies. It aims to foster a community of filmmakers and bring independent cinema to a wider audience. In addition to film screenings, the festival has included events such as filmmaker roundtables and awards ceremonies. Awards are presented in various categories, including Best Kansas Film, Best Non-Kansas Film, Best Documentary, and Audience Appreciation Awards.

Date and Time of Program/Event: June 27th and 28th 2025 Amount of Grant Requested: \$ 2000

**Brief Description explaining why Program/Event could result in overnight stays:**

The Doc Sunback Film Festival attracts out-of-town guests like filmmakers and enthusiasts to Mulvane, often for multiple days of screenings and events. This multi-day nature, coupled with the festival's economic impact and networking opportunities, encourages visitors to seek overnight accommodations. By showcasing regional cinema, it further draws individuals

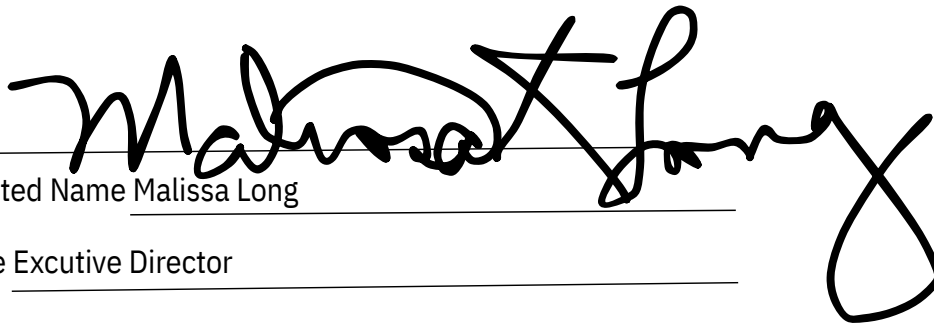
**Description of Program/Event Costs and Other Sources of Funds, if any:**

We have also applied for an Arts Council grant for \$1000, as of writing it has not yet been approved. We have about \$6,300 in the bank from previous years. Expenses are about \$1000 for merchandise and physical awards, and another \$1000 for monetary prizes. The equipment insurance, travel, and lodging for our judges is about another \$4000.

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

Submitted this 1 day of M\_a\_y,

2025. APPLICANT/AUTHORIZED REQUESTOR:

By   
Printed Name Malissa Long  
Title Excutive Director

Mailing address and contact information for applicant:

Mailing Address: PO Box 283

Phone: 316-372-59800

Email: mulvanecommunityfoundation@gmail.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.

## Doc Sunback Budget 2025

What	Year 2024	Year 2025	Who will Pay	Notes
Annual Fee for LLC Filing with Kansas Gov	\$40.00	\$0.00	Doc Sunback	
Website Expenses - Annual - Go Daddy exp 5/21/23	\$150.00	\$150.00	Doc Sunback	
Domain Address Renewal 4/27/25 - Go Daddy	\$0.00	\$0.00	Doc Sunback	
Festival Entry Tickets, VIP Passes, Filmmaker Passes	\$0.00	\$0.00	Doc Sunback	
Festival T-Shirts (Shirts Plus)	\$409.50	\$600.00	Doc Sunback	
Event Insurance	\$313.00	\$308.00	Doc Sunback	
Cash Prizes - Best KS Film	\$500.00	\$500.00	Doc Sunback	
Cash Prizes - Best Over all	\$100.00	\$100.00	Doc Sunback	
Cash Prizes - Best Comedy(2 at \$50 each)	\$100.00	\$100.00	Doc Sunback	
Cash Prizes - Documentary(2 at \$50 each)	\$100.00	\$100.00	Doc Sunback	
Mulvane News Ads	\$500.00	\$500.00	Doc Sunback	
Kent Audio Visual	\$1,182.51	\$1,182.51	Doc Sunback	arrange for pick up on Monday 2025
City of Mulvane - Pix Rental + Alcohol 2024 (pay after festival)	\$0.00	\$0.00	Doc Sunback	
Location Deposit (Pix) will carry over if no damage occurs in 2023	\$0.00	\$0.00	Doc Sunback	
Ribbons/Trophies (Crown Trophy)	\$300.00	\$300.00	Doc Sunback	Choose Acrylic Instead of Glass/Crystal
Printing Flyers & Promo Posters - Vista Print (order fewer next yr)	\$100.00	\$250.00	Doc Sunback	
Miscellaneous Décor Supplies - Tape, Paper, Ink,	\$100.00	\$100.00	Doc Sunback	
Film Posters Featured at Fest - Fedxoffice \$2 each 11x14	\$75.00	\$0.00	Doc Sunback	
Travel Expenses Partially Reimbursed for Judge and lodging	\$2,000.00	\$2,000.00	Doc Sunback	three judges coming in instead of 2
	\$5,970.01	\$6,190.51		

Income Expected	2025
Arts Council Sponsorship	\$1,000.00
City Transient Guest	\$2,000.00
Income from submissions	\$422
Peoples Choice Award	\$1,000
Donations from Shirts and entry	\$500
Funds on Hand	\$1,268
Total	\$6,190.51

**CITY COUNCIL MEETING**  
**MULVANE, KANSAS**  
May 5, 2025

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

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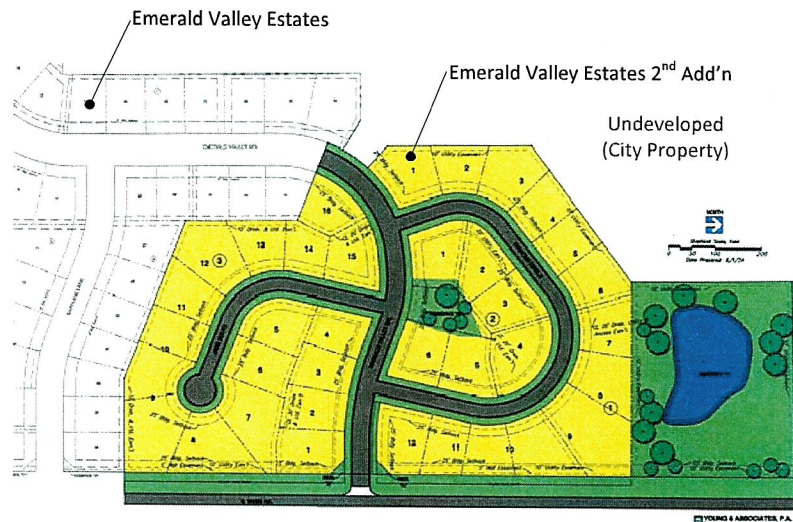
**Background:**

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. On April 3, 2025 the City received bids for street improvements with the low bid submitted by Pearson Construction, LLC. A Notice of Award was issued to Pearson and on April 7<sup>th</sup> and on April 21<sup>st</sup> the City Council approved a construction agreement with Pearson Construction, LLC.

**Analysis:**

A Notice to Proceed (NTP) with street construction has been prepared and dated May 6, 2025. 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 Notice to Proceed with Pearson Construction, LLC as outlined in the following sample motion:

*Sample Motion:*

*I move the City approve a Notice to Proceed with Pearson Construction, LLC for "Street Improvements" to serve Emerald Valley Estates 2<sup>nd</sup> Addition, and authorize the Mayor to sign.*

## NOTICE TO PROCEED

Dated: May 6, 2025

**TO: PEARSON CONSTRUCTION, LLC  
2901 N. MEAD  
WICHITA, KANSAS 67219**

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

You are notified that the Contract Time under the above contract will commence to run on May 6, 2025. By that date, you are to start performing the Work and your other obligations under the Contract Documents. The date of Substantial Completion and Final Completion are set forth in the Agreement; they are July 5, 2025 and August 5, 2025 respectfully.

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

City of Mulvane  
Owner

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



**CITY COUNCIL MEETING**  
**MULVANE, KANSAS**  
May 5, 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> On April 28<sup>th</sup> the Contractor completed repairs in First St. (Ph2 SS crossing) and removed the First St. traffic barricades. The Main St. barricades and traffic detour is still being used as Apex continues work on the Main St. crossing. Apex has had some challenges in making the Main St. crossing including, groundwater and a conflict with an unidentified 6" pipe (which was later identified as an old abandoned City water line. Pipe material storage is being moved from south of the Nessly Park to Third St. and Ralph Bell Park.</p> <p>The City has reached out to Apex and requested a preliminary cost estimate for Phase 4 (based on preliminary plans).</p> <p><u>Remaining Work:</u> Complete SS installations, including warranty work on pavements near Boxelder and Bridge St.</p> <p><u>Contract Status:</u> Apex Excavating's current contract amount, including Change Order No. 1 is \$1,188,895.00.</p>
<b>Phase 1 Harvest Point Addition Infrastructure</b> (Municipal Bonds)	<p><u>Completed to Date:</u> As of April 28<sup>th</sup>, Kansas Paving had completed the concrete flume replacement and was in the process of completing the final lift of asphalt pavement.</p> <p><u>Remaining Work:</u> Perform a final walk-through inspection of the street project and prepare a substantial completion certificate and punch-list. The City is waiting on McCullough Excavation to complete their 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 including Change Order No. 1 is \$524,585.00.</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> Field surveys have been completed and preliminary Site Plans have been updated. CAD files have been sent to the structural engineer.</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>

## Engineer's Report on Infrastructure Projects

May 5, 2025

Page 2 of 2

<b>Water Distribution System Study</b> <i>(Water Fund)</i>	<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 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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Agenda Section – Land Bank

May 5, 2025  
Mulvane Land Bank Trustee Meeting

**TO:** Chair & Land Bank Trustees

**FR:** Land Bank Staff

**RE:** Land Bank Related Business

**ACTION:** Conduct Land Bank Business

The City Council is also the Mulvane Land Bank – Board of Trustees. All Land Bank related invoices and bills need to be approved and paid for by the Land Bank Board of Trustees. The Land Bank is required to have an annual budget.

**Motion** to recess the 5-5-25 City Council meeting and convene as the Mulvane Land Bank.

**Motion** to approve the 2-19-25 Land Bank Trustee meeting minutes.

**Consider Notice of Agreement and Right of First Refusal for 203 W. Main.**

**Motion** to approve the Notice of Agreement and Right of First Refusal and authorize the Chair to execute same.

**Motion** to approve the payment of \$106.00 to the Sumner County Register of Deeds to record the Notice of Agreement and Right of First Refusal.

**Motion** to adjourn the meeting of the Mulvane Land Bank Board of Trustees and reconvene as the Mulvane City Council.

**MULVANE LAND BANK**  
**2/19/25**  
**Board of Trustees Meeting Minutes**

Present: Brent Allen, Tim Huntley, Kurtis Westfall, Todd Leeds, Trish Gerber, Grant Leach.

The City Council is also the Mulvane Land Bank – Board of Trustees. All land acquisition-related invoices and bills need to be approved and paid for by the Land Bank Board of Trustees.

MOTION by Huntley, second by Leach to recess the 2/19/25 City Council meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Gerber, second by Huntley to approve the 1/6/25 Land Bank Trustee meeting minutes.

MOTION approved unanimously.

MOTION by Huntley, second by Leach to approve the Mulvane News invoice in the amount of \$114.40 for the publication of the Land Bank Annual Report.

MOTION approved unanimously.

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

MOTION approved unanimously.

Minutes by:

Debra M. Parker, Secretary

Approved by the Mulvane Land Bank \_\_\_\_\_

**City Council Meeting  
May 5, 2025**

TO: Mayor and City Council Sitting as Mulvane Land Bank  
FROM: Austin St. John, City Administrator  
RE: 203 W. Main/Right of First Refusal  
**ACTION: Consider Notice of Agreement and Right of First Refusal**

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**Background:**

On January 3, 2018, Frank Seitz, through his entity Fathead, LLC, a Kansas limited liability company ("Fathead") entered into a Real Estate Purchase Agreement with the Mulvane Land Bank (the "Land Bank") pursuant to which the Land Bank agreed to sell to Fathead the property at 203 W. Main, Mulvane, Kansas (the "Property"),

Pursuant to a Special Warranty Deed dated February 21, 2018 and recorded with the Sumner County Register of Deeds on or about February 28, 2018 in Book #1018 at Page #0679 (the "Original Deed"), the Land Bank was provided a Right of First Refusal with respect to the Property if at any time Fathead (i) received an acceptable bona fide offer to purchase from a ready, willing, and able purchaser or lessee which Fathead desires to accept, or (ii) made a bona fide offer to sell, lease, or otherwise transfer to such a purchaser or lessee, all of their rights, title and interest in and to the Property.

Mr. Seitz has provided written notice of Fathead's intent to sell the Property to 201 W Main, LLC (the "Proposed Buyer") for a purchase price of \$110,000 and to close on or about May 7, 2025 (the "Proposed Transfer").

**Analysis:**

The Land Bank has until at least May 10, 2025 to provide notice of its intent to exercise its right to purchase the Property on the same terms as the Proposed Transfer.

If the Land Bank does not desire to exercise its right, it may consent to the Proposed Transfer and require Fathead and the Proposed Buyer sign an agreement providing the Land Bank's Right of First Refusal remains intact for subsequent transfers of the Property.

**Financial Considerations:**

If the Land Bank desires to purchase the Property, the purchase price would be \$110,000. If the Land Bank desires to consent to the Proposed Transfer, there would be no costs other than the cost associated with the recording of the Notice of Agreement and Right of First Refusal.

**Legal Considerations:**

If the Land Bank desires to purchase the Property, the City Attorney will draft a notice of the same for the Chair's signature.

If the Land Bank desires to consent to the Proposed Transfer, the City Attorney has drafted the attached Notice of Agreement and Right of First Refusal which includes the consent to the transfer and preserves the Land Bank's Right of First Refusal for subsequent transfers of the Property.

**Recommendation:**

I move we approve the Notice of Agreement and Right of First Refusal and authorize the Chair to execute same.

I move we approve the payment of \$106.00 to the Sumner County Register of Deeds to record the Notice of Agreement and Right of First Refusal.

### **NOTICE OF AGREEMENT AND RIGHT OF FIRST REFUSAL**

THIS NOTICE OF AGREEMENT AND RIGHT OF FIRST REFUSAL (“Notice”) is executed this \_\_\_\_\_ day of May, 2025, by 201 W Main, LLC, a Kansas limited liability company, with a notice address of Attn: Lisa Klaskin, 21 Lynwood Boulevard, Eastborough, Kansas 67207 (“Proposed Buyer”), and acknowledged by the Mulvane Land Bank (the “Land Bank”).

WHEREAS, Fathead, LLC, a Kansas limited liability company (“Fathead”) entered into a certain Real Estate Purchase Agreement dated January 3, 2018 with the Land Bank pursuant to which the Land Bank agreed to sell to Fathead the property with the following common address: 203 W. Main, Mulvane, Kansas legally described on Exhibit A attached hereto and incorporated by this reference herein (collectively, the “Property”); and

WHEREAS, pursuant to a Special Warranty Deed dated February 21, and recorded with the Sumner County Register of Deeds in Book #1018 at Page #0679 (the “Deed”), the Land Bank was provided a Right of First Refusal with respect to the Property if at any time Small Town Metropolitan (i) received an acceptable bona fide offer to purchase from a ready, willing, and able purchaser or lessee which Small Town Metropolitan desires to accept, or (ii) made a bona fide offer to sell, lease, or otherwise transfer to such a purchaser or lessee, all of their rights, title and interest in and to the Property; and

WHEREAS, Fathead has provided written notice of its intent to sell the Property to the Proposed Buyer on or about May 7, 2025 (the “Proposed Transfer”); and

WHEREAS, pursuant to the terms of this Notice, the Land Bank is willing to consent to the Proposed Transfer, provided the Land Bank’s Right of First Refusal remains intact for all subsequent transfers of the Property.

NOW, THEREFORE, Proposed Buyer and the Land Bank, for good and valuable consideration, including the Land Bank’s consent to the Proposed Transfer, hereby agree and provide this Notice of Agreement and Right of First Refusal to all persons, as follows:

1. The Land Bank consents to the transfer of the Property to Proposed Buyer provided the same occurs on or before May 31, 2025.

2. Proposed Buyer covenants and agrees to honor the Land Bank's Right of First Refusal as set forth in the Deed, as follows:

A. If at any time Proposed Buyer (or any affiliate thereof or successor thereto) (i) receives an acceptable bona fide offer to purchase from a ready, willing, and able purchaser or lessee which Proposed Buyer desires to accept, or (ii) makes a bona fide offer to sell, lease or otherwise transfer to such a purchaser or lessee, all of Proposed Buyer's right, title and interest in and to the Property ("Offer"), Proposed Buyer shall provide written notice to the Land Bank, specifying the name and address of the proposed grantee and the price and complete terms of the Offer, accompanied by Proposed Buyer's affidavit that the proposed sale transaction described in the Offer is in good faith. The Land Bank will then have the prior option to purchase any of such Property at the price and on the terms of the Offer, but subject to the terms provided below ("Right of First Refusal").

B. The Land Bank shall provide written notice to Proposed Buyer of the Land Bank's election to exercise its Right of First Refusal within thirty (30) days after the Land Bank receives Proposed Buyer's written notice of the Offer. The Land Bank's failure to provide written notice to Proposed Buyer within such 30-day period shall be deemed an automatic waiver of such Right of First Refusal, but only as to said Offer, without any further action of the Parties.

(i) Within twenty (20) days after the date of the notice provided to Proposed Buyer of the Land Bank's election to exercise its Right of First Refusal, the Land Bank shall designate a title company and provide written notice to Proposed Buyer of the same. Proposed Buyer shall deposit with the title company a recordable special warranty deed, in form satisfactory to the Land Bank, for the Property. The Land Bank shall deposit with the title company any earnest money required by the Offer. Promptly thereafter, Proposed Buyer shall (or the Land Bank may), at the Land Bank's expense, order from the title company a report on title to the Property and a commitment for an owner's policy of title insurance. Upon written notice from the Land Bank to Proposed Buyer and the title company that title is acceptable, the title company shall deliver to the Land Bank the deed executed by Proposed Buyer, together with the owner's policy of title insurance, against payment by the Land Bank of the purchase price (which shall include payment of any costs, fees, expenses, documentary, transfer and like taxes required to paid by the Land Bank), less any earnest money, as such allocation of costs, fees and expenses may be set forth in the Offer. Thereafter, the title company shall deliver to Proposed Buyer the purchase price required by the Offer less the amount of any liens accepted by the Land Bank and less the amount of any and all costs, fees, expenses, documentary, transfer and like taxes required to paid by Proposed Buyer as set forth in the Offer. Taxes and rent will be prorated as of the date of delivery of the deed to the Land Bank. Upon receipt from the Land Bank of written notice that the title is not acceptable, Proposed Buyer shall use commercially



reasonable efforts to cure such title objections by the closing, including, without limitation, insuring against or providing a bond or suitable escrow for, any lien or other encumbrance that represents a liquidated amount or sum of money. If Proposed Buyer is unable to cure the title to the Land Bank's satisfaction, the Land Bank may elect not to purchase the Property, in which case the title company shall return the deed to Proposed Buyer and the earnest money to the Land Bank. If the Land Bank elects to not exercise its Right of First Refusal for any reason, Proposed Buyer may sell the Property under the terms described in the notice of the Offer provided to the Land Bank.

(ii) Any proposed sale of any Property under different terms than those described in such notice of the Offer is subject to the Right of First Refusal provisions described herein.

The Right of First Refusal is not limited by any other rights the Land Bank has under any option agreement or elsewhere, if any, to acquire the Property. The Right of First Refusal runs with the land, inures to the benefit of, and binds the respective successors in interest and assigns thereof. The Land Bank's failure to exercise its Right of First Refusal with respect to any transfer of the Property is not a waiver of its right to a Right of First Refusal for any other transfer of the Property. The Right of First Refusal survives the closing of the Proposed Transfer and will appear in the deed or lease assignment, as applicable, conveying the Property.

*[Remainder of Page Intentionally Left Blank]*

Executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

201 W MAIN, LLC,  
a Kansas limited liability company

By \_\_\_\_\_  
Lisa Klaskin, Managing Member

**ACKNOWLEDGEMENT**

STATE OF KANSAS            )  
  )  
COUNTY OF \_\_\_\_\_)       ss:

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said County and State, came Lisa Klaskin, Managing Member of 201 W Main, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

[seal]

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

My Commission Expires:

\_\_\_\_\_

ACKNOWLEDGEMENT AND CONSENT:

MULVANE LAND BANK

By \_\_\_\_\_  
Brent Allen, Chair

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  )  
COUNTY OF SEDGWICK    )       ss:

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said County and State, came Brent Allen, Chair of the Mulvane Land Bank, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said entity, and such person duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

[seal]

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

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

East 22' of Lot 2, Block 2, Original Town, Mulvane, Sumner County, Kansas

## RIGHT OF FIRST REFUSAL

☐ WAIVE OR ☐ EXERCISE

The undersigned holder of the right of first refusal on the property next described, acknowledges receipt of notice from the owner thereof, of the intended sale of the property commonly known as **203 W. Main St. , Mulvane, KS 67110**, which is legally described as follows:

**East 22 feet of Lot 2, Block 2, Original Town, City of Mulvane, Sumner County, Kansas.**

to 201 W Main LLC, a Kansas limited liability company pursuant to Real Estate Purchase Agreement dated March 25, 2025. Said notice being pursuant to the undersigned's right as recorded on **Doc/Fim-Pg: Book 1018, Page 679** and regarding said notice and right of first refusal, the undersigned holder elects as follows:

☐ Waive the Right of First Refusal//we waive the right of first refusal/repurchase, and consent to the intended sale.

OR

☐ Exercise the Right of First Refusal//we hereby elect to exercise such right to purchase said property on the same terms and conditions as shown in such notice, or are identified as follows:

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Dated May \_\_\_\_, 2025.

\_\_\_\_\_  
**Brent Allen, Board Chair**

State of Kansas, \_\_\_\_\_ County} ss.

On May \_\_\_\_, 2025 this instrument was acknowledged before me by Brent Allen, Board Chair of Mulvane Land Bank.

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

My Commission Expires:

City of Mulvane Utility Bills

Due: 5/05/25

			Electric Production	Electric Distribution	Water	Sewer Plant	Sewer System	Admin	Police	Street	Sports Complex	Park	Special Parks	Fire	Ambul 1	Ambul 2	Pool			
ES Building - 910 E. Main	01-3665-02	\$	758.89											\$ 379.45	\$ 379.45			\$ 758.89		
Splash Park- 105 W. Main	04-0720-00	\$	159.18										\$	159.18			\$ 159.18			
Band Shell - 117 E. Main	04-8770-01	\$	31.19									\$ 31.19					\$ 31.19			
Main St. Park - 117 E. Main	04-8780-01	\$	1.25									\$ 1.25					\$ 1.25			
Pix Center - 101 E Main	04-8800-02	\$	396.75									\$ 396.75					\$ 396.75			
Public Works Building - 410 W. Bridge	05-0001-02	\$	657.70	\$ 82.21	\$ 82.21	\$ 164.43				\$ 328.85							\$ 657.70			
Public Works Building #2 - 410 W Bridge	05-0002-00	\$	259.79							\$ 259.79							\$ 259.79			
Water Pump #3 - 211 N. Second	05-0005-02	\$	1.25		\$ 1.25												\$ 1.25			
Maintenance Shop - 124 Boxelder	05-0015-02	\$	206.67	\$ 20.67	\$ 20.67	\$ 20.67	\$ 20.67			\$ 103.34							\$ 206.67			
Utility Shop - 120 Boxelder	05-0025-02	\$	649.93	\$ 108.32	\$ 108.32	\$ 216.64	\$ 108.32	\$ 108.32									\$ 649.93			
Lift Station - 0 Industrial Dr.	05-0070-02	\$	8.40				\$ 8.40										\$ 8.40			
Sewage Disposal Plant - 1441 N. Pope Dr.	05-0098-01	\$	5,154.04			\$ 5,154.04											\$ 5,154.04			
2011 Sewage Disposal Plant - 1441 N. Pope Dr.	05-0099-01	\$	4,782.64			\$ 4,782.64											\$ 4,782.64			
Sewer Chemical Injection - 1441 N. Pope Dr.	05-0101-01	\$	329.28				\$ 329.28										\$ 329.28			
Sewage Disposal Head Works - 1441 N. Pope Dr.	05-0102-01	\$	1,467.88			\$ 1,467.88											\$ 1,467.88			
Sewer Vehicle Storage - 1441 N. Pope Dr.	05-0103-01	\$	271.40			\$ 271.40											\$ 271.40			
Water Treatment Plant - 100 N. Oliver	05-0150-01	\$	1,187.57		\$ 1,187.57												\$ 1,187.57			
Lift Station -1900 N Rock Road - B	05-0605-01	\$	15.02				\$ 15.02										\$ 15.02			
Water Tower - 1420 N. Rock Road	05-0770-01	\$	6.32		\$ 6.32												\$ 6.32			
E.S. & Police - 1420 N. Rock Road	05-0772-01	\$	4.57						\$ 2.29					\$ 1.14	\$ 1.14		\$ 4.57			
North Sub Station - 8100 E. 111th St. So.	05-0800-03	\$	1.25	\$ 1.25													\$ 1.25			
Sports Complex Concession - 955 E. 111th St. So.	05-0900-01	\$	280.51								\$ 280.51						\$ 280.51			
Sports Complex - 955 E. 111th St. So.	05-0910-01	\$	9.64								\$ 9.64						\$ 9.64			
Swimming Pool - 990 E. 111th St. So.	05-0915-01	\$	167.27													\$ 167.27	\$ 167.27			
Water Reservoir - 9903 E. 111th St. So.	05-0950-01	\$	614.46		\$ 614.46												\$ 614.46			
Dog Shelter - 9903 E. 111th St. So.	05-0960-01	\$	21.35						\$ 21.35								\$ 21.35			
City Building - 211 N. Second	06-9955-01	\$	449.66					\$ 449.66									\$ 449.66			
City Building - 211 1/2 N. Second	06-9960-01	\$	42.99					\$ 42.99									\$ 42.99			
Parks Department - 507 N. First	12-7500-02	\$	29.23									\$ 29.23					\$ 29.23			
Parks Department - 507 N. First	12-7550-02	\$	71.57									\$ 71.57					\$ 71.57			
Parks Department - 507 N. First	12-7600-01	\$	51.48									\$ 51.48					\$ 51.48			
SW Lift - 0 Rockwood/Circle Dr.	15-7950-01	\$	132.70				\$ 132.70										\$ 132.70			
Lift Station - 0 Trail Dr.	16-7975-01	\$	25.07				\$ 25.07										\$ 25.07			
Ambulance #2 - 911 Kansas Star Dr.	25-4040-01	\$	43.19													\$ 43.19	\$ 43.19			
Police Department-420 E Main	01-1680-04	\$	29.23						\$ 29.23								\$ 29.23			
Police Department-410 E Main	01-1690-07	\$	660.32						\$ 660.32								\$ 660.32			
		\$	18,979.64	\$ 212.45	\$ 211.20	\$ 2,211.34	\$ 11,804.95	\$ 639.46	\$ 492.65	\$ 713.19	\$ 691.98	\$ 290.15	\$ 581.47	\$ 159.18	\$ 380.59	\$ 380.59	\$ 43.19	\$ 167.27	\$ 18,979.64	\$ 18,979.64

101-01-511	\$	492.65
101-02-511	\$	1,563.60
101-03-511	\$	380.59
101-04-511	\$	713.19
101-18-511	\$	423.78
219-00-617	\$	159.18
220-00-511	\$	167.27
511-09-511	\$	212.45
511-10-511	\$	211.20
512-13-511	\$	2,211.34
513-11-511	\$	11,804.95
513-12-511	\$	639.46
	<b>\$</b>	<b>18,979.64</b>

May 1, 2025

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

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

Dear Mr. St. John:

Transmitted herewith is a signed PDF copy of Payment Application No. 1 from Apex Excavation, LLC for the above referenced project. Based on field observations performed on April 28<sup>th</sup> and information provided by the City inspector on April 30<sup>th</sup> we concur with the amount of \$185,765.51 as requested.

Payment Application No. 1 represents 17.4% of the total contract amount. To date, the Contractor has completed sanitary sewer installations to the north side of Main St. We estimate approx. 23.3% of the total work as been completed. 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



# APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

PROJECT: Phase 3 - Main "A" Sanitary Sewer Improvements  
City of Mulvane, Sedgwick  
County, Kansas

Payment Application No.: 1  
Payment Application Date: 04/30/24  
Contract Date: 11/12/24

1.	ORIGINAL CONTRACT AMOUNT	\$	1,187,155.00
2.	Net Change by Change Order	\$	1,740.00
3.	CONTRACT AMOUNT TO DATE (1. + 2.)	\$	1,188,895.00
4.	TOTAL COMPLETED TO DATE (Column C from page 2, 3 and 4)	\$	206,406.13
5.	Retainage (Column D from page 2 and 3)	\$	206,406.13
6.	Total Earned, Less Retainage (4. - 5.)	\$	185,765.51
7.	Less Previous Payments	\$	-
8.	<b>Current Payment Due</b>	<b>\$</b>	<b>185,765.51</b>
9.	Balance to Finish (including retainage, 3. - 6.)	\$	1,003,129.49

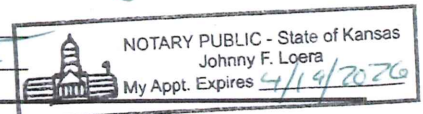
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates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

CONTRACTOR: APEX EXCAVATING, LLC  
By: EDDIE FLORES, PM Date: 5/1/2025  
(Name) (Title)

State of Kansas  
County of Sedgwick

Subscribed and sworn before me this 1 day of May, 2025

Notary Public: [Signature]  
My Commission Expires: 4-17-2026



Change Order Summary:	Additions	Deductions
CO No. 1	\$ 1,740.00	

Sub-Totals \$ 1,740.00 \$ -

Total Change Order Amount \$ 1,740.00

## ENGINEER'S CERTIFICATE OF REVIEW:

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

AMOUNT CERTIFIED: \$ 185,765.51

ENGINEER: Young & Associates, PA

By: [Signature]  
Christopher R. Young, PE, Project Manager

Date: 5/1/25

ACCEPTANCE BY OWNER: City of Mulvane, Kansas

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

Austin St John, City Administrator

# APPLICATION FOR PAYMENT

Proj: Phase 3 - Main "A" Sanitary Sewer Improvements  
City of Mulvane, Sedgwick County,  
Kansas

Payment Application No.: 1  
Payment Application Date: 4/30/2025  
Contract Date: 11/14/2024

Page: 2 of 2

Item No.	Description	Quant.	Units	Scheduled Values		Work Completed from Previous Pay Application		Total Work Completed to Date		Amount Due this Period	Retainage this Period	Total Amount Due this Period, Less Retainage
				Unit Price*	Extension (A)	Previous Quantity	Extension (B)	Quantity To Date	Extension (C)	(C-B)	10% (D)	
1.	21" Sanitary Sewer Pipe	2,023	LF	\$ 150.00	\$303,450.00		\$0.00	446.00	\$66,900.00	66,900.00	\$6,690.00	\$ 60,210.00
2.	20" CertaLok Sewer Pipe	81	LF	250.00	20,250.00		\$0.00	0.00	\$0.00	0.00	0.00	0.00
3.	12" Sanitary Sewer Pipe	64	LF	95.00	6,080.00		0.00	0.00	0.00	0.00	0.00	0.00
4.	8" Sanitary Sewer Pipe	96	LF	75.00	7,200.00		0.00	60.00	4,500.00	4,500.00	450.00	4,050.00
5.	6" Sanitary Sewer Pipe	10	LF	70.00	700.00		0.00	0.00	0.00	0.00	0.00	0.00
6.	30" Steel Encasement	81	LF	345.00	27,945.00		0.00	0.00	0.00	0.00	0.00	0.00
7.	Connect to Existing Sanitary Sewer	3	LS	3,255.00	9,765.00		0.00	2.00	6,510.00	6,510.00	651.00	5,859.00
8.	Connect to Existing Manhole	4	LS	3,740.00	14,960.00		0.00	0.00	0.00	0.00	0.00	0.00
9.	Standard Sanitary Sewer MH 5' DIA	4	EA	15,195.00	60,780.00		0.00	3.00	45,585.00	45,585.00	4,558.50	41,026.50
10.	Standard Sanitary Outside MH 5' DIA	4	EA	21,090.00	84,360.00		0.00	0.00	0.00	0.00	0.00	0.00
11.	Connect to Existing 4" SS Service Line	2	EA	1,575.00	3,150.00		0.00	0.00	0.00	0.00	0.00	0.00
12.	21"x4" Tee & Riser Assembly	16	EA	3,070.00	49,120.00		0.00	1.00	3,070.00	3,070.00	307.00	2,763.00
13.	15" Pipe Plug	2	EA	875.00	1,750.00		0.00	0.00	0.00	0.00	0.00	0.00
14.	12" Pipe Plug	18	EA	685.00	12,330.00		0.00	0.00	0.00	0.00	0.00	0.00
15.	8" Pipe Plug	2	EA	545.00	1,090.00		0.00	0.00	0.00	0.00	0.00	0.00
16.	Existing Gravel Surfacing Removal	377	SY	20.00	7,540.00		0.00	0.00	0.00	0.00	0.00	0.00
17.	Existing AC Pavement Removal	1,787	SY	25.00	44,675.00		0.00	106.00	2,650.00	2,650.00	265.00	2,385.00
18.	Existing C&G & Gutter Removal	268	LF	20.00	5,360.00		0.00	38.00	760.00	760.00	76.00	684.00
19.	Existing Concrete Pavement Removal	658	SF	20.00	13,160.00		0.00	440.00	8,800.00	8,800.00	880.00	7,920.00
20.	Existing Concrete Toe Wall R&R	34	LF	55.00	1,870.00		0.00	34.00	1,870.00	1,870.00	187.00	1,683.00
21.	Existing Conc Valley Gutter Removal	55	SY	125.00	6,875.00		0.00	0.00	0.00	0.00	0.00	0.00
22.	Existing Concrete Sidewalk Removal	1,426	SF	10.00	14,260.00		0.00	0.00	0.00	0.00	0.00	0.00
23.	Construct Gravel Surfacing	377	SY	30.00	11,310.00		0.00	0.00	0.00	0.00	0.00	0.00
24.	Construct AC Pavement	172	SY	60.00	10,320.00		0.00	106.00	6,360.00	6,360.00	636.00	5,724.00
25.	Construct 6" Concrete Pavement	658	SF	8.00	5,264.00		0.00	440.00	3,520.00	3,520.00	352.00	3,168.00
26.	Construct 7" Reinf Conc Valley Gutter	57	SY	90.00	5,130.00		0.00	0.00	0.00	0.00	0.00	0.00
27.	Construct Conc C&G	73	LF	82.50	6,022.50		0.00	38.00	3,135.00	3,135.00	313.50	2,821.50
28.	Construct 4" Conc Sidewalk	46	SF	25.00	1,150.00		0.00	0.00	0.00	0.00	0.00	0.00
29.	Construct Handicap Ramp	1	EA	950.00	950.00		0.00	0.00	0.00	0.00	0.00	0.00
30.	Flushed & Vibrate	1,034	LF	130.00	134,420.00		0.00	127.00	16,510.00	16,510.00	1,651.00	14,859.00
31.	Abandon Existing Sanitary Sewer MH	6	EA	7,335.00	44,010.00		0.00	0.00	0.00	0.00	0.00	0.00
32.	Seeding & Erosion Control	1	LS	8,839.00	8,839.00		0.00	0.00	0.00	0.00	0.00	0.00
33.	Site Clearing & Restoration	1	LS	137,984.50	137,984.50		0.00	0.25	34,496.13	34,496.13	3,449.61	31,046.51
A.1	Construct 5" AC Pav't on 5" Crushed RK	1,565	SY	60.00	93,900.00		0.00	0.00	0.00	0.00	0.00	0.00
A.2	Construct 7" Reinf Conc Valley Gutter	38	SY	170.00	6,460.00		0.00	0.00	0.00	0.00	0.00	0.00
A.3	Construct Conc C&G	176	LF	50.00	8,800.00		0.00	0.00	0.00	0.00	0.00	0.00
A.4	Construct 4" Conc Sidewalk	1,213	SF	10.00	12,130.00		0.00	0.00	0.00	0.00	0.00	0.00
A.5	Construct Handicap Ramp	3	EA	1,265.00	3,795.00		0.00	0.00	0.00	0.00	0.00	0.00
CO1	Change Order #1	20	LF	87.00	1,740.00		0.00	20.00	1,740.00	1,740.00	174.00	1,566.00
				0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Total Current Contract Amount					\$1,188,895.00		\$0.00		\$206,406.13	\$206,406.13	\$20,640.61	\$ 185,765.51

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





# REQUISITION

**Requisition #:** 083715

**Date:** 04/18/2025

**Vendor #:** 00170

**ISSUED TO:** CORE & MAIN  
P.O. BOX 28330  
ST. LOUIS, MO 63146

**SHIP TO:** Mulvane Utility Department  
Attn:Melissa Hudson  
410 W. Bridge Street  
Mulvane, KS 67110

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 WATER METERS & SINGLE PORT SMART I		0.00 512-13-548	12,390.00
<b>PO Description:</b> WATER METERS & SINGLE PORT SMART POINTS <b>Detailed Description:</b> 1" IPEARL METERS - 30 @ \$255.00 EACH SINGLE PORT SMART POINTS - 30 @ \$158.00 EACH				

Authorized By: 

<b>SUBTOTAL:</b>	12,390.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	12,390.00

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RE: RFQ - water meters

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From Hughes, Shane <shane.hughes@coreandmain.com>

Date Thu 4/17/2025 1:13 PM

To Melissa Hudson <MHudson@mulvane.us>

Pricing is below, I could have them to you in 2-3 business days!

Private

**From:** Melissa Hudson <MHudson@mulvane.us>

**Sent:** Thursday, April 17, 2025 12:32 PM

**To:** Hughes, Shane <shane.hughes@coreandmain.com>

**Subject:** RFQ - water meters

CAUTION: External
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Good Afternoon Shane,

Would you please send me pricing and availability on the following?

1" Ipearl Meters \$255.00ea  
30 each = \$ 7,650.00

Single Port Smart Points \$158.00ea  
30 each = \$ 4,740.00

Please let me know if you have any questions.

Thank you,  
Melissa



**Melissa Hudson | Utilities & Public Works Purchasing Agent | City of Mulvane**

p: 316-777-0191 | f: 316-777-4178 | m Hudson@mulvane.us

410 W. Bridge Street | Mulvane, KS 67110 | www.mulvanekansas.com

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**RE: RFQ - HARVEST POINT**

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**From** Hughes, Shane <shane.hughes@coreandmain.com>

**Date** Thu 4/17/2025 1:23 PM

**To** Melissa Hudson <MHudson@mulvane.us>

Hey Melissa,

Your pricing is below. Lead times are going to vary widely on these parts.

I believe we could have everything to you complete 4-6 weeks. We would be able to have a lot of it to you in just a couple weeks.

Let me know if you have any questions.

Thanks,

Shane Hughes

Private

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**From:** Melissa Hudson <MHudson@mulvane.us>

**Sent:** Thursday, April 17, 2025 12:29 PM

**To:** Hughes, Shane <shane.hughes@coreandmain.com>

**Subject:** RFQ - HARVEST POINT

Good Afternoon Shane,

Would you please send me pricing and availability on the following?

24" WATER CANS \$135.00ea = \$ 7,020  
52 EACH

24" WATER METER LIDS W/ HOLE \$112.50ea = \$5,850  
52 EACH

8" X 1" CC SADDLE BR C900 \$148.00ea = \$ 7,696  
MUELLER BR1B0899CC100  
52 EACH

1" CORP STOP \$66.50ea = \$ 3,458  
MUELLER H-15008N  
52 EACH

1" X 1" METER STOP \$70.50ea = \$ 3,666  
MUELLER H-14258

52 EACH

1" X 100' SOFT COPPER K \$7.95ft = \$16,695  
21 ROLLS

1" X 60' SOFT COPPER K \$7.95ft = \$2,385  
5 ROLLS

Please let me know if you have any questions.

Thank you,  
Melissa

Total = \$46,764  
416,770.00



**Melissa Hudson | Utilities & Public Works Purchasing Agent | City of Mulvane**

p: 316-777-0191 | f: 316-777-4178 | [mhudson@mulvane.us](mailto:mhudson@mulvane.us)

410 W. Bridge Street | Mulvane, KS 67110 | [www.mulvanekansas.com](http://www.mulvanekansas.com)