

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Monday June 16, 2025

Page

Call Regular Meeting to Order

Roll Call

Pledge of Allegiance

Approval of Regular Meeting Minutes dated June 2, 2025

2-7

Correspondence

Public Comments (State Name and Address – 5 minutes)

Appointments, Awards and Citations

OLD BUSINESS:

1. Approval of Farm Lease Agreement – Austin St. John

8-17

2. Select Electric Provider – 1337 E. 146th Ave. N – J. T. Klaus

18-22

Adopt Resolution Determining Electric Service Provider

NEW BUSINESS:

ENGINEER:

1. Main “A” Sanitary Sewer Improvements Phase 3 – Change Order #3 – Apex - \$63,598.57

23-25

2. Engineering Agreement for Main “A” Sanitary Sewer Phase 4

26-31

3. Styx Creek Boundary Survey

32-56

4. Project Review and Update

57-58

LAND BANK:

1. Approval of Minutes dated May 5, 2025

59-61

2. Approval of invoice from TWG

CITY STAFF:

City Clerk

City Administrator

1. Finance Report for May

62

City Attorney

CONSENT AGENDA:

63-76

1. Payroll dated 6/6/25 - \$272,797.18

2. Warrant Register for May – \$2,486,561.16

3. 300 KVA Padmount Transformer from Stanion Wholesale - \$39,016.60

4. Purchase of Type II Slurry Chat from Williams Diversified Materials - \$22,000.00

5. Purchase of Sodium Hydroxide and Ferric Chloride from Brenntag - \$25,700.00

6. Pay Appl. #2 from Kansas Paving for Harvest Point Addition - \$18,500.40

ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:

Mulvane Community Area Transit (MCAT) Soft Opening (By Invitation Only) Friday, June 20th 4:00 – 5:00 p.m.

MCAT Community Grand Opening Monday, June 30th 10:00 – 11:30 a.m.

Council Budget Workshop – Monday, June 23, 2025 - 6:00 p.m. at the Mulvane Public Library.

Next City Council Meeting – Monday, July 7, 2025 – 6:00 p.m.

ADJOURNMENT:

**MULVANE CITY COUNCIL
REGULAR MEETING MINUTES**

June 2, 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, Trish Gerber, Tim Huntley, Kurt Westfall.

OTHERS PRESENT: Austin St. John, Debbie Parker, J. T. Klaus, Joel Pile, Mike Robinson, Kyle Caruthers, Jay Patterson, Cindy Patterson, Bill Reekie, Linda Reekie, Terry Lane, Malissa Long, Kendra Banzet, Fred Heersche, Sherry Leach.

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

APPROVAL OF REGULAR MEETING MINUTES:

MOTION by Leach, second by Huntley to approve the Regular meeting minutes dated May 19, 2025.

MOTION approved unanimously.

CORRESPONDENCE: None

PUBLIC COMMENTS: Fred Heersche thanked Bill Reekie for what he has done for the City and what he will do going forward.

APPOINTMENTS, AWARDS AND CITATIONS:

1. Recognition of Jay Patterson – Planning Commission:

Jay Patterson has served on the Mulvane Planning Commission for the past 23 years. He was appointed to the commission on June 3, 2022. After his long-dedicated service, he is stepping down from his position on the commission. Mayor Allen commended Patterson for always doing what was best for the City and conducting a well-ran meeting. Mayor Allen presented Patterson with a Certificate of Appreciation and a gift certificate. A tree honoring Patterson will be planted in a City Park. Refreshments were provided.

2. 30 Year Service Award for Bill Reekie:

Bill Reekie began working for the City in 1995. He earned his Class 4 KDHE Water Certification in 1999 and became a Journeyman Lineman in 2006. In 2021, he was promoted to Utility Distribution Supervisor, taking the lead in both Electric and Water Distribution operations. Mayor Allen presented Reekie with a 30-year service award and thanked him for his valued experience and dedication to the City.

OLD BUSINESS

1. Public Hearing to Select an Electric Provider for 1337 E. 146th Ave. N:

On April 7, 2025 the City Council approved Ordinance No. 1596 annexing the property at 1337 E. 146th Ave. N. into the City of Mulvane. On April 21, 2025, the City Council approved

Resolution No. 2025-3 setting the date, time, and place of a public hearing regarding the selection of an Electric Service Provider for the property. 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 before selecting a retail electric provider for the newly annexed property.

City Attorney, J.T. Klaus advised the council that they need to consider the statutory factors and discuss who would be the most appropriate supplier to serve the annexed property. The current electric provider is Evergy Inc. It was noted that the City's cost to provide service to the property would be approximately \$2,400. Klaus contacted Evergy's attorney to try and determine if Evergy would be open to allowing Mulvane to be the electric provider and what Evergy's cost would be along with any associated fees. The council would like to table this item until additional information can be provided. The Public Hearing was still held.

Mayor Allen opened the Public Hearing and asked if there was anyone present who wished to speak. There was no one present. Mayor Allen closed the Public Hearing.

MOTION by Leach, second by Westfall to table this item until additional information can be provided.

MOTION approved unanimously.

2. Transient Guest Tax Funds for MCF for Doc Sunback Film Festival:

On May 5, 2025 the City Council approved TGT funds for the Doc Sunback Film Festival in the amount of \$2,000. MCF Director, Malissa Long, was present to ask that the check be made out to the Mulvane Community Foundation instead of the Doc Sunback Film Festival. In the past Doc Sunback was managed as a separate account. It is now part of the Mulvane Community Foundation account.

MOTION by Huntley, second by Westfall to approve transient guest tax funds in the amount of \$2,000 to the Mulvane Community Foundation to replace funds previously approved for the Doc Sunback Film Festival.

MOTION approved unanimously.

NEW BUSINESS

1. Request Reduction of Fireworks Permit Fee – Mulvane FFA:

Mulvane FFA President, Kyle Caruthers, was present to request a reduction of the Fireworks Stand Permit Fee from \$6,000 to \$3,000. The money raised from the sale of fireworks is used to help fund events, travel, and miscellaneous expenses.

MOTION by Leach, second by Westfall to reduce the \$6,000 fireworks stand permit fee for Mulvane FFA and Sizz Boom Fireworks down to \$3,000.

MOTION approved unanimously.

2. Review Farm Lease Proposals:

In January 2004, the City bought 77 acres on the NW corner of 111th and Webb Road, commonly referred to as the "River's Property". In 2006, 5 acres of the tract were used to construct the municipal swimming pool with a small portion used as a community garden. In 2017, the City sold 40 acres to a limited liability company owned by Diane Paul and Tom Fagan for development

of Emerald Valley Estates. The remainder of the 40-acre development piece has been recently sold to Leprechaun Development. The City had previously allowed all of the land to be farmed from the date of purchase through 2017. Since 2019, the remaining 22.7 acres have been leased to Terry Lane. Should the City decide to discontinue leasing the land for farming the property will need to be mowed and weed controlled.

The current lease agreement with Terry Lane is six (6) years old and staff requested permission to send out new RFPs for Farm Lease Proposals. An RFP letter was sent to ten (10) area farmers with a map of the farming area and an example of the Lease Agreement. The RFPs were due by Monday, May 19, 2025. A notice was also posted on the City Website and Facebook page.

The City received two proposals:

Buck Reusser for \$65.00 an acre (\$1,475.50/year)

Jelinek Brothers for \$42.00 an acre (\$953.40/year)

Should the City Council decide to accept an offer, the City Attorney will need to draft a new Farm Lease Agreement. The council discussed access to the property. Now that construction has begun for Emerald Valley Estates 2nd Addition, the previous access is no longer available. A culvert and driveway would need to be installed for farming access. If the land is not leased for farming, the Public Works Dept. will need to mow the property.

MOTION by Huntley, second by Gerber to accept the offer from Buck Reusser in the amount of \$1,475.50/year, to farm the 22.7 acres of the City property at the NW corner of Webb Road and 111th St. commonly known as “the Rivers Property” and instruct the City Attorney to draft a Farm Lease Agreement.

MOTION approved unanimously.

3. Property Tax Loan Agreement:

City Attorney, J.T. Klaus, reviewed this item with the council. Since 2012 the Kansas Star has appealed the valuation of its property. The appeals have resulted in large retroactive valuation reductions which have caused taxing entities to pay back the amount of property tax collected that exceeds the amount owed based on the adjusted valuation.

In 2023, the County indicated a global settlement of Tax Refund amounts owed for all outstanding appeals, as well as the method for valuation for the next 5 years. The 2017 and 2019 Tax Refunds totaling \$1,834,320.97 are owed this budget year. The Sumner County Treasurer has already taken the 2017 Tax Refund from the City’s January 2025 tax distribution and will deduct the 2019 Tax Refund from the June 2025 tax distribution.

The Tax Refunds meet the requirements under K.S.A. 79-2005(n) to apply for a loan from the pooled money investment board managed by the State of Kansas (a PMIB loan). The City previously secured five (5) loans from the Pooled Money Investment Board.

On 1/22/25 the City Council passed Resolution 2025-1 authorizing the Mayor to apply for a loan from the pooled money investment board through the Sumner County Treasurer to cover the January 2025 and June 2025 tax distribution withholdings.

MOTION by Huntley, second by Leach to authorize the Mayor to execute the Property Tax Loan Agreement to apply for a loan from the pooled investment board through the Sumner County Treasurer to cover the June 2025 tax distribution withholdings, pursuant to K.S.A. 79-2005(n).

MOTION approved unanimously.

ENGINEER

1. Change Order for Main “A” Sanitary Sewer Phase 3:

The Public Works Department has requested a change order for the Main “A” Sanitary Sewer Phase 3 Project. The change order is to replace the full width of pavement on Third Street from the north side of Main St. to the south side of Mulvane St. The request was made based on the poor condition of the existing pavement. The cost of the additional work and materials totaled \$44,292.50. Since the full street replacement will be used, the concrete cap over the trench will be eliminated, creating a reduction of \$2,500. The total amount of the change order will be \$41,792.50. Funds from the Street Department will be used to pay for the change order.

MOTION by Leach, second by Westfall to approve Change Order No. 2 with Apex Excavating, LLC in the amount of \$41,792.50 and authorize the City Administrator to sign.

MOTION approved unanimously.

2. Project Review and Update:

Main “A” Sanitary Sewer Improvements Phase 3 – Apex continues SS installation in Third St. Final plans are being prepared for Phase 4.

Phase 1 Harvest Point – A final walk-through inspection of street improvements has been conducted. Kansas Paving has been issued a certificate of substantial completion and a punch-list was developed.

Emerald Valley Estates 2nd Addition – McCullough Excavation is finishing grading work. The City requested delaying street construction until 5/26/25 to allow time for electric crews to install electric lines at street crossings.

English Park Pedestrian Bridge – Preliminary plans have been completed. Ready to develop preliminary cost options and specifications.

Water Distribution System Study – City provided record information on water usage. Work continues on water modeling data entry.

CITY STAFF

City Clerk: None

City Administrator: None

City Attorney:

1. Designation of City Poem: City Attorney, J.T. Klaus, advised that after additional research, if the council wished to consider designating an official City Poem that it would probably withstand scrutiny based on the Reindeer Rule.

2. Fee Engagement Letter Amendment: City Attorney, J.T. Klaus, presented an amendment to the engagement letter to increase the current monthly contract service fee from \$2,400 to \$3,500

effective July 1, 2025. If acceptable, the Mayor will sign the Amendment to the Engagement Letter.

MOTION by Huntley, second by Westfall to approve the execution of the Amendment.
MOTION approved unanimously.

3. Executive Session: City Attorney, J.T. Klaus, requested an Executive Session for a period of twenty (20) minutes to discuss matters pertaining to nonelected personnel.

MOTION by Westfall, second by Gerber to recess this meeting to an Executive Session to discuss matters pertaining to nonelected personnel pursuant to K.S.A. 75-4319(b)(1) for the purpose of discussing personnel issues for a period not to exceed twenty (20) minutes, and to reconvene at approximately 7:07 p.m. to include the Mayor, City Council, and City Attorney.
MOTION approved unanimously at 6:47 p.m.

MOTION by Huntley, second by Leach to reconvene the City Council meeting.
MOTION approved unanimously at 7:11 p.m.

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

4. Executive Session: City Attorney, J.T. Klaus, requested an Executive Session for a period of ten (10) minutes to discuss matters deemed privileged in the Attorney-Client Relationship.

MOTION by Huntley, second by Gerber to recess this meeting to an Executive Session to discuss matters deemed privileged in the Attorney-Client Relationship pursuant to K.S.A. 75-4319(b)(2) for the purpose of consultation with the City Attorney for a period not to exceed ten (10) minutes, and to reconvene at approximately 7:23 p.m. to include the Mayor, City Council, City Administrator, and City Attorney.
MOTION approved unanimously at 7:13 p.m.

MOTION by Leach, second by Gerber to reconvene the City Council meeting.
MOTION approved unanimously at 7:25 p.m.

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

CONSENT AGENDA ITEMS:

MOTION by Leach, second by Gerber to approve consent agenda items 1-2.

1. Payroll Dated 5/23/25 - \$252,420.95
2. City Utility Bills for April - \$19,480.89

MOTION approved unanimously.

ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:

A Retirement Reception for Kyle McClellan will be held Friday, June 6th from 1 – 3 p.m. at the PIX Community Center.

Next City Council Meeting – Monday, June 16, 2025 – 6:00 p.m.

ADJOURNMENT:

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

MOTION approved unanimously at 7:27 p.m.

Minutes by:

Debra M. Parker, City Clerk

Minutes approved by the City Council _____.

City Council Meeting
June 16, 2025

TO: Mayor & City Council
FROM: City Staff
RE: Farm Lease Agreement
ACTION: Discussion & Action

Background:

In January 2004, the City of Mulvane, Kansas (the “City”) bought 77 acres on the NW corner of 111th and Webb Road (commonly referred to as the “River’s Property”). Later in 2006, the City developed 5 acres on the southeast corner of the tract and constructed the municipal swimming pool. A portion of this 5-acre tract was also subsequently used as a community garden. In 2017, the City sold 40 acres to a limited liability company owned by Diane Paul and Tom Fagan for development of Emerald Valley Estates (single-family home development). The remainder of the 40-acre development piece has been subsequently sold to Leprechaun Development LLC. The City had previously allowed all of the land to be farmed from the date of purchase through 2017. Since 2019, the remaining 22.7 acres has been leased to Terry Lane.

The City still owns the remaining north 22.7 acres which the City will need to mow and weed control should the City decide to discontinue leasing the land for farming.

Financial Considerations:

The 22.7 acres of City-owned land is a relatively small tract of land for farming. Given that a portion of the land is located in the floodplain, the profitability of farming may be relatively low.

The property taxes on the 22.7 acres is \$252.00/yr.

Analysis:

In July 2019, the City accepted a proposal from Terry Lane to farm the 22.7 acres. A 1-year lease was approved by the City Council at a rent of \$1,021.50 per year with an option to renew the lease annually. Since the current lease is six (6) years old, staff requested permission from the Mayor to send new RFP’s for Farm Lease Proposals.

A new RFP letter was drafted and reviewed by the City Attorney. Letters were sent to ten (10) area farmers with a map of the farming area and an example of the Lease Agreement. RFPs were due by Monday, May 19, 2025. A notice was also posted on the City Website and Facebook page.

The City received two proposals:

Buck Reusser for \$65.00 an acre (\$1,475.50/year)

Jelinek Brothers for \$42.00 an acre (\$953.40/year)

On June 2, 2025 the City Council accepted the proposal from Buck Reusser in the amount of \$1,475.50/year, to farm the 22.7 acres and instructed the City Attorney to draft a Farm Lease Agreement.

Legal Considerations:

The City Attorney has drafted a Farm Lease Agreement for action by the City Council.

Discussion:

Recommendation/Action:

Motion to approve the farm lease as prepared by the City Attorney with Buck Reusser in the amount of \$1,475.50/year, to farm the 22.7 acres of the City property at the NW corner of Webb Road and 111th St. commonly known as “the Rivers Property” and authorize the Mayor to sign.

LEASE

THIS LEASE ("Lease") is made and entered into as of the 31st day of July, 2025 (the "Effective Date"), between the **City of Mulvane, Kansas**, a municipal corporation created under the laws of the State of Kansas ("Landlord"), whose address is 211 N. 2nd St., Mulvane, Kansas 67110, and **Buck Reusser**, an individual ("Tenant"), whose address is 1441 E. 140th Ave. N., Mulvane, Kansas 67110.

WHEREAS, Landlord is the owner of certain real property located in Mulvane, Sedgwick County, Kansas, which real property is generally located north and west of the Emerald Valley Estates Addition to Mulvane, Kansas, being a portion of the east half of the southeast quarter of Section 29, Township 29 South, Range 2 East of the 6th P.M., and described as:

A tract of land located in the Southeast Quarter (SE 1/4) of Section 29, Township 29 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northeast Corner (NE Cor.) of the East Half (E 1/2), of the Southeast Quarter (SE 1/4) of Section 29, Township 29 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas: thence South 89°12'31" West a distance of 60.01 feet to a point on the West Right-of-Way line of Webb Road and POINT OF BEGINNING; thence along said Right-of-Way line South 00°05'17" West a distance of 100.01 feet; thence South 89°12'31" West a distance of 429.85 feet; thence South 00°42'59" East a distance of 339.28 feet; thence South 53°47'41" West a distance of 373.42 feet; thence South 00°42'59" East a distance of 365.66 feet; thence North 89°54'43" West a distance of 157.95 feet; thence South 00°42'59" East a distance of 647.89 feet; thence North 89°54'43" West a distance of 383.49 feet to a point on the West line of said East Half; thence along said West line North 00°02'55" East a distance of 1,661.10 feet to a point on the North line of said East Half; thence along said North line North 89°12'31" East a distance of 1,254.51 feet to the POINT OF BEGINNING.

(consisting of approximately 22.7 acres) depicted on Exhibit "A" ("Leased Premises"); and

WHEREAS, Landlord desires to lease the Leased Premises to Tenant and Tenant desires to lease the Leased Premises from Landlord upon the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, promises and the payments set forth below, the parties agree as follows:

1. LEASED PREMISES; RENT; TERM

1.1. Leased Premises and Use Thereof by Tenant. Landlord hereby leases the Leased Premises to Tenant, to occupy and use for farming and related agricultural purposes.

1.2. Rent. Tenant agrees to pay to Landlord, at Landlord's address for notice as set forth in this Lease, or at such other place designated by Landlord, as "Rent" for each year during the term hereof, the annual amount of \$1,475.50. The annual amount of Rent shall be payable in two equal installments of \$737.75, the first of which shall be due on January 31, 2026, and the second of which shall be due on July 31, 2026. Tenant shall have the right to all crops grown on the Leased Premises, and Landlord shall have no right to share in any proceeds thereof.

1.3. Term. The initial term of this Lease shall commence on the Effective Date and shall terminate on July 31, 2026.

1.4. Renewal of Lease. Subject in all respects to Landlord's termination rights as provided in this Lease, this Lease shall be renewable from year to year (August 1 to July 31), on the same terms as set forth herein, with the Rent payment dates being July 31 and January 31 during each renewal term. In the event Tenant desires to renew the Lease, Tenant shall give written notice to Landlord not later than June 1 of the then current year of Tenant's desire to renew the Lease. In the event Tenant shall fail to timely give such notice, this Lease shall terminate on July 31 of the then current year.

1.5. Landlord's Termination Rights. Landlord shall have the absolute right to terminate this Lease at any time upon not less than thirty (30) days' prior written notice, provided that Tenant does not, on the date such notice is delivered to Tenant, have a crop planted on the Leased Premises. In the event Tenant has a crop planted on the Leased Premises, the Lease shall continue only until the date that the then-planted crop is harvested and shall terminate upon the completion of such harvest. All Rent shall be prorated to the date of such termination.

1.6. Possession of and Access to Leased Premises. Beginning on the first day of the initial term of this Lease, Tenant, its agents, and employees shall be entitled to access to and use of the Leased Premises for the purposes set forth herein.

1.7. Condition of Premises. Tenant accepts the Leased Premises in its present condition, AS IS, WHERE IS.

2. TENANT'S OBLIGATIONS

2.1. Waste; Nuisance. Tenant will not commit waste on, or damage to, the Leased Premises and will use due care to prevent others from committing waste on or damage to the Leased Premises. Tenant shall not permit any trash or debris to accumulate on the Leased Premises. Additionally, Tenant agrees that it will cultivate or spray to destroy noxious weeds. Tenant further agrees to use reasonable measures to prevent wind erosion of the soil on the Leased Premises.

2.2. Farming Operations; Farm Programs.

A. Tenant agrees that it will operate the Leased Premises in a good, careful, and efficient manner, and in accordance with good farming practices. Tenant shall not

materially modify or destroy any terraces currently on the Leased Premises or otherwise adversely change the grade or contours of the Leased Premises so as to adversely affect the water drainage therefrom.

B. Tenant represents that he is familiar with the Federal, State and Local government laws and regulations applicable to the operation of the Leased Premises as a farm. Tenant agrees to operate the Leased Premises in conformity with said laws and regulations, including environmental provisions.

C. Tenant also agrees, at the expiration of the term herein granted or upon termination of this Lease by Landlord, to yield up possession of said Leased Premises to the Landlord in as good repair as it now is, ordinary wear and loss by elements excepted.

D. Landlord and Tenant covenant and agree that the provisions of this Lease are subject to all the orders, judgments, decrees, laws, rules and regulations of the Federal, State and County governments, or their boards, bureaus, commissions, or officers, in relation to governmental programs. Any income to be received from any such programs shall be paid to Tenant. Tenant shall not enroll the Leased Premises in any such program without Landlord's prior consent, which consent may be withheld in Landlord's sole discretion.

2.3. Liability Insurance. Tenant shall, at its sole cost and expense, during the entire term hereof, keep in full force and effect a policy of liability insurance ("Liability Insurance") in such form, with such liability limits, and with such insurance companies as are reasonably acceptable to Landlord, but in no event shall such liability limit be less than the Landlord's maximum liability for claims for any number of claims arising out of a single occurrence or accident under the Kansas Tort Claims Act, pursuant to K.S.A. 75-6101 to 75-6115, inclusive, as amended. Tenant shall keep Landlord provided at all times with a copy of the policy or certificate of insurance then in effect prior to the expiration of the previous such policy and the first such policy prior to it taking possession or otherwise making use of the Leased Premises.

2.4. Indemnification of Landlord. To the fullest extent permitted by law, Tenant shall indemnify Landlord, its partners, managers, successors and assigns, and save them harmless from and against any and all claims, actions, damages, liability and expense arising out of or in connection with (a) loss of life, personal injury and/or damage to property arising from or out of the occupancy or use of the Leased Premises by Tenant, its employees, agents, invitees and licensees, or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, invitees or licensees; and (b) any breach by Tenant of any of its obligations hereunder; provided, however, in no event shall Tenant have any obligation to indemnify Landlord for any claims, actions, damages, liability and expense caused solely by the negligence, acts, or omissions of Landlord or Landlord's agents, employees, or invitees. If Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord in enforcing the covenants and other provisions in this Lease.

2.5. Notice by Tenant. Tenant shall give immediate notice to Landlord in case of fire or accidents on or about the Leased Premises.

3. LANDLORD PROVISIONS; INSPECTION BY LANDLORD

3.1. Representations and Warranties of Landlord. Landlord represents and warrants that Landlord is the owner of the Leased Premises and has the power and authority to grant and make this Lease.

3.2. Quiet Enjoyment. Upon payment by Tenant of the Rent and all other sums due hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised, without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to all of the terms and conditions of this Lease.

3.3. Inspection by Landlord. Landlord shall have the rights of ingress and egress to all parts of the Leased Premises for the purpose of inspection and determination concerning the performance of the provisions of this Lease. Landlord shall use reasonable care in connection with any such entry in order to prevent damage to Tenant's growing crops.

4. DEFAULT

4.1. Default. In the event:

A. Tenant shall at any time fail to pay Rent, or any other payment to Landlord required hereunder, within ten (10) days following the date the same is due;

B. Tenant shall fail to keep, perform, or observe any other material covenant, agreement, condition, or undertaking hereunder, and shall fail to remedy such default within thirty (30) days after written notice thereof has been given by Landlord to Tenant (or such longer period of time as is necessary to cure the default, provided that Tenant has promptly commenced and diligently pursued such cure of the default within such thirty day period);

C. Tenant has filed against it a petition for bankruptcy and such petition is not vacated or stayed within ninety (90) days after its entry; or

D. Tenant files a petition for bankruptcy or arrangement in settlement of liabilities or reorganization;

then Landlord shall have the right, without further notice to or demand upon Tenant and in addition to any other remedies which may be available to Landlord as provided by law, to re-enter or take possession of the Leased Premises, with or without force or legal process, and to refuse to allow Tenant to enter the same or have possession thereof; and to remove any property in or upon the

Leased Premises, all without being liable to Tenant for any damages therefor. Additionally, Landlord shall have all rights and remedies available at law or equity with respect to any default by the Tenant under this Lease.

4.2. Right to Cure Defaults. Landlord may, but shall not be obligated to, cure at any time, without notice, any default by Tenant under this Lease; and, whenever Landlord so elects, all costs and expenses incurred by Landlord in curing a default shall be paid by Tenant upon demand by Landlord.

5. ASSIGNMENT AND SUBLETTING

Tenant shall not sublet, assign, encumber, or otherwise transfer any interest in this Lease without the express written consent of the Landlord having been first obtained, which consent may be withheld by Landlord in its sole discretion. Any sublease, assignment, transfer or sale of this Lease, or any part thereof, by Tenant without the express written consent of the Landlord shall be invalid, null and void. The prohibition against assignment or subletting shall be construed as including a prohibition of assignment or subletting by operation of law. It is understood and agreed that the Landlord shall have the right to freely assign and transfer Landlord's interest in and to this Lease and the Leased Premises and Tenant shall remain bound under the terms of this Lease without the necessity of an express attornment to any such assignee or transferee.

6. MISCELLANEOUS

6.1. Notices. Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address for such party as set forth above, and shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address.

6.2. Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

6.3. No Waiver. Any forbearance by Landlord in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing duly executed by Landlord.

6.4. Binding Effect. This Agreement will inure to the benefit of and bind the respective heirs, personal representatives, successors and permitted assigns of the parties hereto.

6.5. Governing Law. This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Kansas.

6.6. Gender. Any word contained in the text of this Lease shall be read as singular or plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.

6.7. Headings and Captions. The headings and captions used in this Lease are for convenience only, are not part of the Lease, and do not in any way limit or amplify the terms and provisions hereof.

6.8. Amendments. No amendment to this Lease shall be made except upon the written consent of the parties.

6.9. Entire Agreement. This Lease contains all of the agreements and representations between the parties and none of the terms of this Lease shall be waived or modified to any extent, except by written instrument signed and delivered by both parties.

6.10. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

6.11. No Partnership. Landlord shall not, by virtue of this Lease, become a partner or joint venturer with Tenant in the conduct of Tenant's business.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties to this Lease have hereunto set their hands and seals the day and year first above written.

LANDLORD:

CITY OF MULVANE, KANSAS

[seal]

Brent Allen, Mayor

ATTEST:

Debra M. Parker, City Clerk

TENANT:

Buck Reusser

EXHIBIT "A"

Farm Lease



Geographic Information Services
Sedgwick County...
working for you

Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174
Fri May 17 13:11:07 GMT-0500 2019

DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SCGIS), City of Wichita GIS, (for purposes of the road centerline file), participating agencies, and information suppliers, have no indication or reason to believe that there are inaccuracies in information provided, SCGIS, its suppliers make no representations of any kind, including, but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the information, data or service furnished herein. In no event shall the Data Providers become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agree to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. No person shall sell, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.

CITY COUNCIL MEETING
June 16, 2025

TO: Mayor and City Council
FROM: City Attorney
SUBJECT: Selection of Electric Provider for Annexed Property–Resolution
AGENDA: Approve Resolution Determining Electricity Service Provided for Annexed Property

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 City Council held the Public Hearing on June 2, 2025 but tabled the approval of the Resolution until additional information could be provided on the associated costs.

The proposed resolution selects Evergy, Inc. (“Evergy”) as the retail electric supplier for the Property (“Supplier”), notifying the Supplier regarding the same, and if necessary, negotiating a franchise agreement with the select Supplier.

Financial Considerations:

The Resolution should be published once in the City newspaper, following best practices. Evergy is the current Supplier for the Property, so there are no additional financial considerations for the City.

Legal Considerations:

Pursuant to K.S.A. 66-1,176, Under K.S.A. 66-1,176, the City Council is legally required to consider specific statutory factors before selecting a retail electric supplier for newly annexed territory. These factors ensure that the City's selection is made in a manner that protects the public interest and promotes efficient, reliable service. The City Council must consider the following:

1. Public convenience and necessity
2. Rates of the prospective suppliers
3. Desires of the landowners within the annexed area
4. Economic impact on the suppliers
5. Economic impact on existing customers of the suppliers
6. Operational ability of each supplier to serve the annexed area
7. Avoidance of wasteful duplication of electric facilities
8. Avoidance of unnecessary encumbrance on the landscape
9. Prevention of waste of materials and natural resources
10. Whether the selection is in the public interest

Each of these considerations is addressed in the Resolution, which concludes that Evergy, Inc. meets all statutory criteria and is the most appropriate supplier to serve the annexed property. If, after review and discussion, the City Council determines that Evergy is the proper electric service provider based on these factors, then this Resolution is in final form and ready for execution.

Recommendation:

City Staff recommends to approve the Resolution.

Sample Motion:

I move we adopt and approve Resolution No. 2025-4 and select Evergy Inc. as the retail electric supplier for the Property annexed by Ordinance 1596.

RESOLUTION NO. 2025-4

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF MULVANE, KANSAS PROVIDING NOTICE OF LAND ANNEXATION AND EXTENSION OF FRANCHISE TO ELECTRICITY SERVICE SUPPLIER, AS REQUIRED BY K.S.A. 66-1,176.

WHEREAS, the City of Mulvane, Kansas (the “City”) annexed real property pursuant to Ordinance No. 1596 (the “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) negotiate a franchise agreement with the selected Supplier (if necessary);

WHEREAS, following a 30-day notice the governing body of the City has hereby determined that Evergy is the best current Supplier for the Property and finds it necessary and desirable to select Evergy to continue as the Supplier and to serve the entire Property; and

WHEREAS, in selecting Evergy as the Supplier, the governing body of the City considered public convenience and necessity, rates of other Suppliers, service desires of the owners of the annexed land, economic impact on Supplier and Supplier customers, Supplier’s operational ability to serve the annexed area, avoiding wasteful duplication of facilities, avoiding unnecessary encumbrance on the landscape, preventing waste of materials and natural resources, proposals from any Suppliers, and whether the selection is in the public interest.

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

Section 1. The governing body of the City of Mulvane, Kansas hereby selects Evergy, Inc. (“Evergy”) as the retail electric supplier (the “Supplier”) to the Property annexed by Ordinance No. 1596 (the “Property”). Having considered the facts and circumstances surrounding possible retail electric suppliers, the governing body finds as follows:

A. It is a public convenience and necessity for the Property to have electric service and selects Evergy, which currently serves the Property, to remain the Supplier and to serve the Property.

B. Evergy’s service rates are comparable to other available suppliers.

C. The owners of the Property (“Owners”) have indicated an indifference as to the selected Supplier.

D. This selection will have no adverse economic impact to Evergy.

E. This selection will have no substantial adverse economic impact to customers, as the Owners are currently Evergy customers or are otherwise unserved. The

applicable franchise fee for service in the city limits is the same as other consumers Evergy already serves within the City's corporate limits and the City's sales tax should be collected regardless of Supplier.

F. There will be no adverse impact to Evergy's operational ability to serve the annexed Property because Evergy already currently serves the area in question.

G. This selection will avoid wasteful duplication of facilities because Evergy currently serves the Property as Supplier and having two Suppliers in one subdivision would result in an unnecessary duplication of resources.

H. This selection will avoid unnecessary encumbrances on the landscape. Evergy services are already in use on the Property and there is no need for additional equipment or modifications to the landscape if there is only one Supplier.

I. This selection will prevent waste of materials and natural resources. Evergy services are already in use on the Property and there is no need for additional materials and natural resources to connect services except for new development which would be required anyway.

J. Evergy is currently the most beneficial choice for the Property and the City does not believe there is any other Supplier requesting the right to serve the Property.

K. Based on factors considered by the governing body, Evergy's selection is in the public interest as evidenced by the foregoing findings.

Section 2. The governing body of the City hereby approves the notification letter attached as Exhibit A regarding the annexed Property and the governing body's Supplier selection.

Section 3. This Resolution shall become effective upon adoption and passage by the governing body of the City. The City Clerk or Deputy City Clerk is hereby instructed to send the letter set forth in Exhibit A.

[Remainder of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by the governing body of the City of Mulvane,
Kansas this 16th day of June, 2025.

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debbie Parker, City Clerk

EXHIBIT A

_____, 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. The City has selected Evergy to continue and become the Supplier based on the following considerations set forth in K.S.A. 66-1,176: public convenience and necessity, rates of other Suppliers, service desires of the owners of the annexed land, economic impact on Supplier and Supplier's customers, Supplier's operational ability to serve the annexed area, avoiding wasteful duplication of facilities, avoiding unnecessary encumbrance on the landscape, preventing waste of materials and natural resources, proposals from any other Suppliers, and whether the selection is in the public interest.

The statute additionally states that the City and Evergy shall negotiate for the issuance of a franchise agreement. As there is an existing franchise agreement between the City and Evergy ("Agreement"), the City proposes that Evergy and the City simply amend the Agreement to include the Property. The City has included a proposed amendment for your convenience. If Evergy agrees, please execute and return the amendment to City of Mulvane, Kansas, 211 North 2nd Avenue, Mulvane, Kansas 67110 within 180 days of the date of this letter.

For questions or further discussion, please contact the City of Mulvane, Kansas at (316) 777-1143.

CITY COUNCIL MEETING
MULVANE, KANSAS
 June 16, 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. 3 with Apex Excavating, LLC

Background:

The Main A Sanitary Sewer project is the result of a 2001 Sanitary Sewer System Analysis and a study update completed in 2021. The Main A improvements will increase capacity to address new land development in the NE area of the City and will create 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 and 2 of the Main A SS project have been completed and were placed into service in September of 2023 and April of 2024 respectively. A NTP with Phase 3 was approved on January 6, 2025.

Analysis:

The Public Works Department has requested a change order to replace the full width of pavement in Third St. from the S side of Mulvane St. to the N side of Emery St. The request was made based on the (poor) condition of the existing pavement. The pavement will be replaced with 5” of AC on a 5” crushed rock base (City standard for residential streets) and will match the existing street grades. Since a full street replacement will be used; the concrete cap over the SS trench will also be eliminated.

Financial Considerations:

The total change order price is \$63,598.57. Funds from the street department will be used to pay for the change order. Pending approval of Change Order No. 3, the total Phase 3 construction costs are as follows:

Current Contract amount = \$1,230,687.50

Total Contract amount including CO No. 2 = \$1,294,286.07

Legal Considerations:

Per City Attorney.

Recommendation/Action:

Staff has reviewed the change order requested and recommends approving Change Order No. 3 in the amount of \$63,598.57 as outlined in the following Sample Motion:

Sample Motion -

I move the City approve Change Order No. 3 with Apex Excavating, LLC in the amount of \$63,598.57 and authorize the City Administrator to sign.



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

CONTRACT CHANGE ORDER NO. 3

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. 61st Street N.
Park City, Kansas 67204

Date: June 16, 2025

1. The following changes are hereby made to the CONTRACT DOCUMENTS:
Remove and replace all AC pavement in Third Ave. from the S side of Mulvane St. to the N side of Emery St. per City request. Limits of additional work, bid quantities and costs are as depicted on the attached Exhibit. Sub-Total Cost Increase, per bid unit prices = \$66,895.00.

Remove the proposed concrete trench cap in Third Ave. from the S side of Mulvane St. to the N side of Emery St. per City request. Total deduct price from Apex = (\$3,296.43).

Net change in Contract Amount = \$63,598.57

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

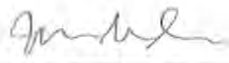
2.1 Original Contract Amount (Sanitary Sewer Improvements)	\$1,187,155.00
2.2 Current Contract Amount adjusted by previous Change Orders.....	\$1,230,687.50
2.3 Net <u>Increase</u> in Contract Amount due to this Change Order.....	\$ 63,598.57
(see attached “Change Order No. 3 Exhibit”)	
2.4 Total Revised Contract Amount, including this Change Order.....	\$1,294,286.07

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

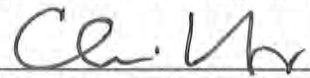
Original Contract Time..... 120 Calendar Days
Original Start Date..... January 17, 2025
Original Substantial Completion Date..... July 1, 2025

CHANGE ORDER AUTHORIZATION:

Change Order No. 3 Requested by:
CONTRACTOR

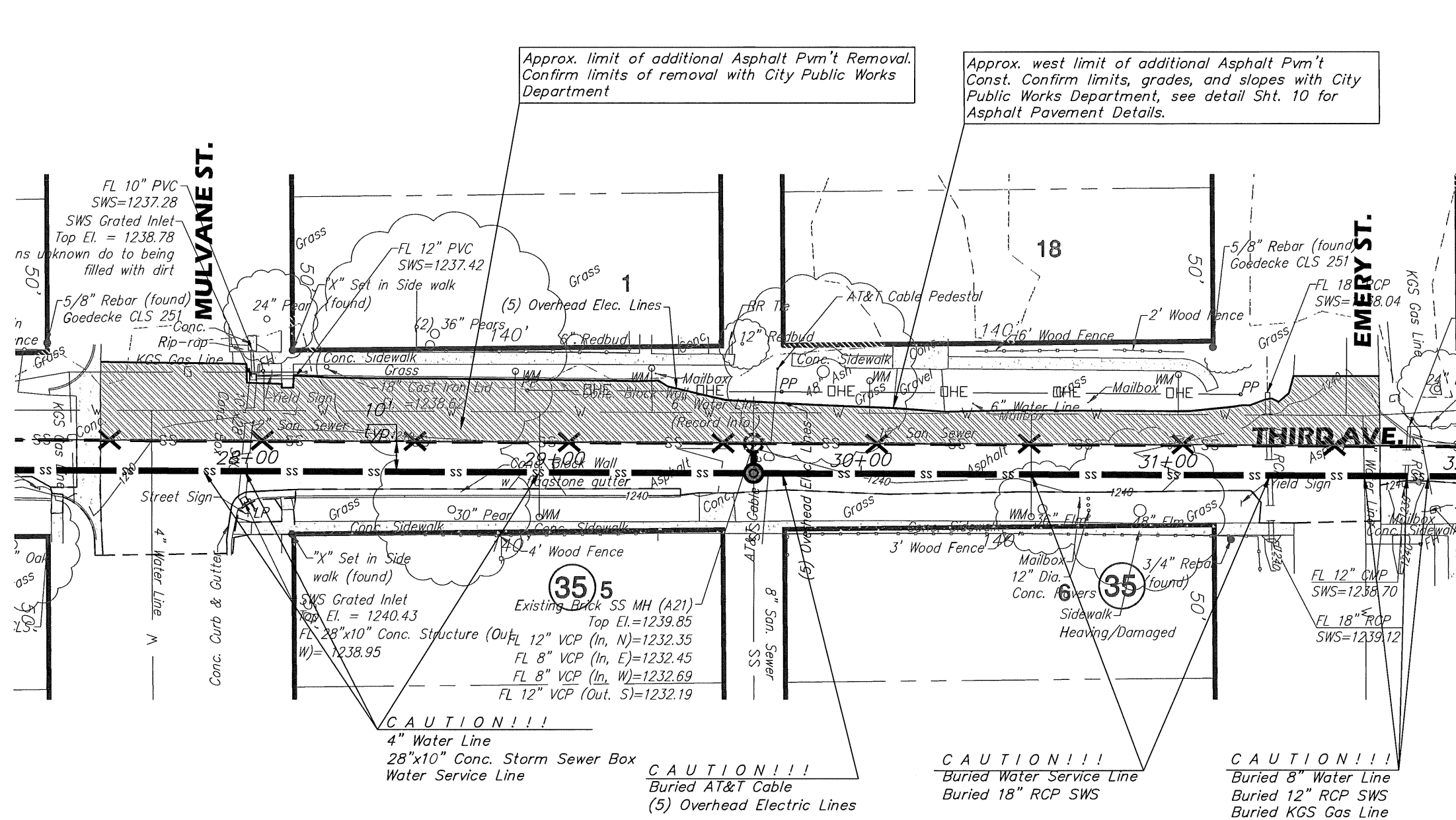
	06.10.25
Apex Excavating, LLC.	Date
302 W. 61 st Street N., Park City, KS 67204	

Change Order No. 3 Recommended by:
RESIDENT PROJECT REPRESENTATIVE

	6/10/25
Young & Associates, PA,	Date
100 South Georgie, Derby, KS 67037	

Change Order No. 3 Accepted by:
OWNER

City of Mulvane, Kansas	Date
211 N. 2 nd Ave., Mulvane, KS 67110	



Estimated Quantities and Unit Prices.

- Remove Concrete Cap (per backfill Spec), Total Deduct* = *(\$3,296.43)*

Total Estimated Change Order No. 3 Cost Increase = \$63,598.57

CHANGE ORDER NO. 3 EXHIBIT

Phase 3 Main A Sanitary Sewer Improvements
MULVANE, SEDGWICK-SUMNER COUNTY, KANSAS

 **YOUNG & ASSOCIATES, P.A.**
Professional Civil Engineering Consultants
100 South Georgia, Derby, Kansas 67037
tele: (316)788-2552, fax: (316)788-4408, email: engineering@yngpa.com

Sht. 1 of 1

**CITY COUNCIL MEETING
MULVANE, KANSAS
June 16, 2025**

TO: Mayor and City Council
SUBJECT: Phase 4 - Main A Sanitary Sewer Improvements
FROM: Chris Young, City Engineer/Young & Associates, PA
ACTION: Review/Approve Engineering Services Agreement for Phase 4 Main A SS Improvements

Background:

The Main A Sanitary Sewer project is the result of a 2001 Sanitary Sewer System Analysis and a study update completed in 2021. The Main A improvements are designed to increase capacity and address new land development growth in the NE area of the City. The Main A project provides a second sewer main crossing of the BNSF railroad and K-15 Highway. In November of 2022 the City modified the Main A project from a single construction project to (4) four project phases as shown in the “Project Phasing Map” below.

Phase 1 and 2 have been completed and were placed into service in September of 2023 and April of 2024, respectively. A NTP with Phase 3 was approved with Apex Excavating on January 6, 2025 and is currently scheduled to be completed in July of 2025.

Analysis:

On April 24th, Apex advised the City they were in the process of scheduling future work for their SS crew and asked if the City would be interested in negotiating a price for Phase 4. The City expressed their interest in receiving a preliminary cost expecting this approach could save re-mobilization costs and expedite completion of the Main A improvements.

City staff directed Y&A to prepare preliminary plans for the Phase 4 project and work with the Apex to obtain their cost estimate. Preliminary plans and material quantities were assembled and sent to Apex on April 29th. Apex indicated they would perform test holes along the Phase 4 alignment to confirm the extent of de-watering needed and refine their cost estimate.

To prepare for either bidding the Phase 4 project or negotiating a construction agreement with Apex; City staff directed Y&A to move forward with the preparation of final plans for Phase 4.



Main "A" Sanitary Sewer Improvements - Project Phasing Map

Financial Considerations:

Project costs opinions for Phase 4 construction currently total \$2,418,926. This estimate included approx. \$1,935,141 for construction and \$483,786 (25%) for project expenses. The project is being financed by General Obligation Bonds.

An agreement for engineering services associated with Phase 4 of the Main A project has been prepared and includes the preparation of Bid Documents, Bid Phase services and Construction Administration/Oversight services. Total Engineering Fees = \$77,700.00 (4.0% of total estimated construction costs).

Legal Considerations:

Per City Attorney.

Recommendation/Action:

Staff recommends proceeding with Phase 4-Main A improvements as presented above and recommends approving a supplemental engineering services agreement with Young & Associates, PA in the NTE lump sum amount of \$77,700.00.

SAMPLE MOTION:

I move to approve an engineering services agreement with Young & Associates, PA for Phase 4 Main A Sanitary Sewer Improvements as presented.

Contract Agreement
for
Design Engineering and Construction Oversight Services
between
THE CITY OF MULVANE, KANSAS
and
YOUNG & ASSOCIATES, PA

THIS IS AN AGREEMENT made as of _____, 2025 between the City of Mulvane, Kansas (OWNER) and Young & Associates, P.A. (ENGINEER). OWNER intends to retain the ENGINEER to provide professional engineering services as required for "Phase 4, Main A Sanitary Sewer Improvements", to serve the City of Mulvane, Sedgwick-Sumner County, Kansas (the Project").

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

1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice, design engineering and construction oversight.
2. After authorization to proceed with Bid Documents services, the ENGINEER shall modify the original "Main A" construction design plans as follows:
 - 2.1 Modify the original Main A construction design plans to construct Main A from Ralph Bell Park (MH 2.18 per original design plans) to the end of Main A (existing MH A53 at the north end of the Settlers Addition. Update title sheet, Key Map and other plan sheets as needed.
 - 2.2 Revise construction plan notes as needed to separate the Phase 4 portion of the work from the original plans and to separate pavement replacement work (to be performed as "Add Alternate A").
 - 2.3 Coordinate with KDOT (Sumner Co.) and KDHE to extend existing permits as needed.
 - 2.4 Send revised construction plans to utility companies to confirm any alignment conflicts. Coordinate with City staff and utility companies on resolving utility conflicts.
 - 2.5 Revise project specifications for Phase 4, including revised Bid Advertisement, Bid Form, Summary of Work, Agreement and Bond Forms.
 - 2.6 Review final bid documents (plans and specifications) with Public Works. Advise and update Police and Fire on pending project schedules and street closures.
 - 2.7 Prepare final plans, specifications and engineer's cost opinions including electronic and hard copy sets.
 - 2.8 Prepare bi-monthly reports to the City Council on the progress of work completed.
3. After authorization to proceed with Bid Phase services the ENGINEER shall:
 - 3.1 Assist the OWNER in advertising the Project for construction bids. Distribute plans to prospective bidders, address pre-bid questions and prepare addenda as needed.
 - 3.2 Assist the OWNER in conducting bids for the Project. Check bid forms for completeness and accuracy and prepare a tabulation of bids received. Prepare "Notice of Award" for OWNER signatures.
4. After authorization to proceed with Construction Admin/Oversight services the ENGINEER shall:
 - 4.1 Designate a person to act as ENGINEER's on-site representative (resident project representative) with respect to the services to be rendered under this Agreement. Such

- person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services to the Project.
- 4.2 Prepare construction contract documents for Contractor execution, including "Notice to Proceed" and bond forms. Review completed contract documents and coordinate with OWNER and City Attorney on the acceptance of contract documents. Conduct a pre-construction meeting with the awarding Contractor and OWNER.
 - 4.3 Provide periodic construction observation services for the construction of the project in a manner which is acceptable to the OWNER and in a timely and reasonable manner as necessary for the Contractor. Construction inspection shall be provided by the OWNER.
 - 4.4 Install benchmark monuments as necessary to provide on-site vertical and horizontal control datum as specified in the construction design plans. Construction staking shall be provided by the Contractor.
 - 4.5 Review shop drawings for conformance with the contract documents, conduct progress meetings as necessary to coordinate construction activity with the Contractors, Developer, and OWNER.
 - 4.6 Review proposed change orders by the Contractor and recommend approvals, as appropriate, and provide services in connection with Change Orders to reflect changes requested.
 - 4.7 Perform a final walk-through inspection of the construction improvements and review testing reports performed by the Contractor. Prepare punch-list of items to complete the work and prepare engineer's certification of substantial completion.
5. Prepare to serve as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
 6. ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims of damage because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from.
 7. OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:
 - 7.1 Designate a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services to the Project.
 - 7.2 Provide all criteria and full information as to OWNER's requirements for the Project, including objectives and constraints, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Project's construction.
 - 7.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to construction of the Project.
 - 7.4 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
 - 7.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
 - 7.6 Bear all costs incident to compliance with the requirements of this Contract, including all permit application fees.

8. The provisions of this Section and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase.
9. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of the performance of the ENGINEER's services shall be adjusted equitably.
10. If ENGINEER's services during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 12.
11. OWNER shall pay ENGINEER for Basic Engineering services ("Basic Services") rendered under paragraphs 2, 3 and 4 on the basis of the total not-to-exceed lump sum fee amounts as follows:

	<i>Lump Sum Engineering Fees</i>
<i>Bid Documents</i>	<i>\$15,000.00</i>
<i>Bid Phase Services</i>	<i>\$6,900.00</i>
<i>Construction Admin/Oversight</i>	<i>\$55,800.00</i>
<i>Total Engineering Fees</i>	<i>\$77,700.00</i>

Billing for the Basic Services rendered, upon final approval by the OWNER, may be submitted to the OWNER for payment. Reimbursable expenses including printing and reproductions and permit fees shall be billed at their actual costs and shall not include a handling fee. The ENGINEER will not receive due payment until such time that the OWNER has issued temporary notes for the Project. Monthly billings may then be submitted by ENGINEER based on the percentage of work completed to date.

12. In the event of termination by OWNER upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's salary costs times a factor of 1.75 for services rendered during that phase to date of termination.
13. The obligation to provide future services under this Agreement may be terminated by either party upon 30 days written notice through no fault of the terminating party.
14. This Agreement is to be governed by the law of the State of Kansas.
15. OWNER and ENGINEER each are hereby bound and the successors, executors, administrators, and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and other obligations of this Agreement.
16. Neither OWNER nor ENGINEER shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the

assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent associates and consultants as ENGINEER may deem appropriate to assist in the performance of service hereunder.

17. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

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

CITY OF MULVANE, KANSAS

YOUNG & ASSOCIATES, PA

Brent Allen, Mayor

Christopher R. Young, PE

Address for giving notices:

Address for giving notices:

City of Mulvane, Kansas
211 North 2nd Street
Mulvane, Kansas 67110

Young & Associates, PA
100 South Georgie
Derby, Kansas 67037

ATTEST:

Debra M. Parker, City Clerk

CITY COUNCIL MEETING
MULVANE, KANSAS
June 16, 2025

TO: Mayor and City Council
SUBJECT: Styx Creek Drainage Improvements
FROM: City Engineer - Young & Associates, PA
AGENDA: ACTION ITEM – Review and Approval Proposal for Boundary Survey

Background:

In the fall of 2017 the City completed an update to their Drainage Study of Styx Creek. This study included recommendations to re-construct Styx Creek from the Arkansas River to Bridge St. This project was included in the 2025-2029 Capitol Improvement Project list.

Analysis:

Drainage improvements are generally recommended to be constructed beginning downstream and progressing upstream. This is done for a couple reasons as follows:

- 1) In some circumstances, beginning drainage improvements upstream can result in sending additional runoff downstream.
- 2) If there is a rainfall event during construction and no downstream improvements are made, the construction site can be easily flooded.



Styx Creek, Arkansas River to Bridge St.

The updated drainage study recommends improving the downstream portion of Styx Creek as a first phase to improving drainage in the creek. As a preliminary step toward improving this portion of Styx Creek, City staff has requested proposals for establishing the existing western boundary of the BNSF RR.

On April 21st, Request for Proposals (RFP) were distributed to (8) local survey companies and on June 11th, the City received the following proposals:

Firm Name	Proposed Fee
PEC, PA	\$61,200.00
BHC	\$19,500.00

Financial Considerations:

The City’s 2025-2029 CIP includes an estimated \$92,000 for design and permitting improvements in Styx Creek, from Arkansas River to Bridge St., and \$360,000 for construction. Costs for improving Styx Creek will be paid from the Storm Sewer Fund, Sales Tax (“Drainage Project”) and/or grant funding.

Legal Considerations:

Per City Attorney.

Legal Considerations:

Per City Attorney.

Recommendation/Action:

Staff recommends the City Council select BHC to prepare an agreement for surveying services as requested. Preparation of the agreement shall include legal review and modifications to BHC's proposed agreement as may be needed to comply with the City's RFP.



June 11, 2025

Ms. Debra Parker
Mulvane City Clerk
211 N Second St.
Mulvane, KS 67110
dparker@mulvane.us

**Re: Proposal for Services
Styx Creek/BNSF Boundary Survey Services
Mulvane, KS**

Dear City Staff:

Brungardt Honomichl & Company, P.A. (BHC) is pleased to submit the following proposal for services on the above referenced project.

PROJECT UNDERSTANDING

Based on the information provided, we understand that you are seeking surveying services to establish the location of the western line of the existing BNSF rail right-of-way as it extends south from K-53 Highway to the Arkansas River. Our scope includes the requirements as laid out in section 2 of the Styx Creek/BNSF Boundary Survey Services prepared on May 20, 2025. We understand the intent is to establish location of the rail limits for future reference when considering drainage improvements to benefit the City of Mulvane. According to preliminary conversations with city staff, the area will be evaluated for future drainage improvements after rail boundary is established. We have provided an addition alternate price to include topographical information west of the rail to the existing regulatory floodway limits along the rail corridor in this area. We believe this data is relevant and will be instrumental in the city's ability to effectively evaluate drainage solution options. To provide this additional survey work separately would be less cost effective so we want to provide the city with an option to pursue this effort at the time of boundary survey work.

PROJECT KNOWLEDGE AND EXPERTISE

BHC is pleased to see the opportunity to provide surveying services for the land along the BNSF (formerly ATSF) as it stretches south out of Mulvane. We have done recent survey along this particular run of rail just north of the K-53 Highway intersection and are acutely aware of the challenges and right-of-way mapping available. BHC has also performed a handful of surveys along the northern limits of Sumner County nearby and have knowledge of the nearby Indian reservation line, section corners and government lots. We are confident we can effectively provide accurate boundary identification in a timely manner.

- ✓ **BHC History** - We have 30+ years of experience in site survey and civil design. When we combined our BHC team with Savoy Company in 2022, we grew our survey capacity, broadened our skill set, and added the knowledge base that comes from Mark Savoy's decades of surveying in Sedgwick and Butler County.

- ✓ **Technical Experience** - We are familiar with differing survey and design criteria, and options that are involved across the wide spectrum of project types. This means we can help to identify what you know today, what to expect for tomorrow, and gather survey data as needed to stay ahead of the “development curve” where possible to avoid future delays.
- ✓ **Supporting Growth/Economic Development** - BHC has a long history of platting, lease area surveying, real estate ALTA/NSPS survey execution, and design surveying. We understand the challenges of coordinating with multiple parties, reviewing easements, encumbrances, encroachments and successfully tying areas that best suite the need of owners and end users. We understand how good planning can leverage efforts more cost-effectively.
- ✓ **Commitment and Communication** - Our emphasis on service is reflected in our spirited work ethic and the responsiveness provided to you. We provide progress update emails to keep you informed on our work and your project’s progress. Without this level of service, one may feel underserved and unable to confidently answer the questions of stakeholders. We want you to know, we are prepared to deliver for your needs.

SCOPE OF SERVICES

BHC proposes to provide the following scope of services:

RAILWAY BOUNDARY SURVEY

1. Boundary Surveying
 - 1.1. Boundary survey services to establish the original railway right-of-way and western limits. The survey will be completed in accordance with the Kansas Minimum Standards for Boundary Surveys.
 - 1.2. This survey scope includes efforts required to satisfy the intent and parameters as listed out in the City of Mulvane RFP for Styx Creek/BNSF Boundary Survey Services prepared May 20, 2025.
 - 1.3. This includes all coordination needed to access the rails when necessary to verify boundary information.

ADDITIONAL ALTERNATE SURVEY

2. Topographical Surveying
 - 2.1. Includes design level topographical detail of the surface and features (including drainage structure details that would be required for hydraulic studies) within the lands west of the western rail of the BNSF railway and the western limits of the regulatory FEMA Floodway as it runs North-South from K-53 Highway to the northern edge of the Arkansas River according to current FEMA firms.

ADDITIONAL SERVICES

The services provided for this project are limited to those listed in the Scope of Services. Any additional services will be performed at an hourly rate or a lump sum basis as agreed to prior to initiating the additional service. Additional services may include but are not limited to the following:

1. Title report
2. Land surveying services (other than noted in scope of services)
3. Legal descriptions or easement documents
4. Due diligence report
5. Site renderings
6. Civil design services
7. Geotechnical investigation/report
8. Stormwater management study or memo, stormwater detention/water quality (BMP) design
9. LEED (or any other sustainable building initiative/application/submittals)
10. Environmental studies/mitigation/permits
11. Wetlands/stream delineation, 401/404 permitting
12. Rezoning, platting, development planning, or other City planning scope items
13. Landscaping, irrigation, site photometrics
14. Meetings with City staff. Meetings to be billed hourly
15. Structural design and/or calculations
16. Retaining wall design and associated global stability analysis
17. Public improvement documents
18. Land disturbance permitting (separate Municipal permit process)
19. Pavement design
20. Permitting through City, State, DOT, DNR, FEMA
21. Construction period services/staking



FEES

BHC will perform the Scope of Services described above for the lump sum fees listed below for each Phase. Reimbursable expenses such as expenses related to surveying along the railway, survey recording fees, mileage, printing, etc. are included in the fees stated.

RAILWAY BOUNDARY SURVEY

1. Boundary Surveying	\$19,500
-----------------------	----------

ADDITIONAL ALTERNATE SURVEY

2. Topographical Surveying	\$18,000
----------------------------	----------

These fees are good for a period of 90-days after the date of this proposal.

SCHEDULE

BHC will start work upon your acceptance of this proposal, written authorization, and receipt of reference documents. Our services and project deliverables depend on the timely railway response and access granted for surveying. We anticipate approximately 8 weeks from Notice to Proceed to delivery of a Boundary Survey product for city review and railway review. Final deliverables will follow after addressing any comments and feedback. BHC is not responsible for delays from agency review times or schedule disruptions due to requested project variances or scope changes.



913.663.1900



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7101 College Blvd., Ste. 400
Overland Park, KS 66210

PROVIDED BY CLIENT

Client will provide:

1. Title reports with deeds and supporting documentation where applicable
2. A copy of recorded plats within the city
3. City utility maps
4. Access to the site during normal business hours
5. Any existing plans or other information that will facilitate the collection of data or production of deliverables.

AGREEMENT

This proposal and associated exhibits represent the entire agreement between the Client and BHC. Your signature below will serve as acknowledgement of your acceptance of this proposal and the attached terms and conditions. Please return a signed copy of this agreement.

Thank you for the opportunity to provide this service. We look forward to working with you. If you have any questions, please contact me at your convenience.

Sincerely,



Matthew Tucker
Wichita Regional Manager
matthew.tucker@ibhc.com
316-265-0005

Proposal Accepted By: _____

Date: _____

Type/Print Name: _____

Attachments: Exhibit A Terms and Conditions
Exhibit B Standard Hourly Rates
City of Mulvane RFP – Styx Creek-BNSF Boundary Survey Services

EXHIBIT A

Terms and Conditions

1. - COMPENSATION AND TERMS OF PAYMENT

Client shall pay Consultant for performance of services in accordance with fees presented in the proposal for professional services, which is attached hereto and incorporated by reference as part of this agreement. Consultant shall submit invoices every four weeks based on completion of the individual work items described in the Fee Schedule. Payment shall be made within 30 days after receipt of invoice. After 30 days, an interest fee of 0.5% per month shall be applied for all late amounts.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend the performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full for all outstanding amounts due the Client, or curing of other such breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be equitable adjustment to the remaining project schedule and fees as a result of such suspension.

2. - CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

Client may request changes to the scope of services by altering or adding to the Services to be performed. If Client so requests, Consultant will return Client an Agreement for Additional Services detailing the additional scope and fees. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties.

3. - GENERAL OBLIGATIONS OF CONSULTANT

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by members of the same profession currently practicing under similar circumstances in the performance of such services. All of the Services shall be performed by qualified personnel.

Consultant shall exercise usual and customary professional care in its effort to comply with all rules or regulations of the federal, state, or other government body or any administrative agency pertaining to the performance of the work hereunder.

4. - ACCEPTANCE

Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and condition of this agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party.

5. - GENERAL OBLIGATIONS OF THE CLIENT

The Client shall provide payment to the Consultant as provided in 1.0, Compensation and Terms of Payment.

The Client shall monitor the performance of the Consultant's work and shall notify them of any concerns and/or modifications required to the Services.

The Client shall make available to the Consultant any documents, drawings, electronic files, specifications, files or other information necessary in the execution and completion of the Services. The Client shall furnish, at the Client's expense, all information, requirements, reports, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

6. - OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, subject to laws and regulations.

7. - INSURANCE

Consultant shall carry and maintain throughout the performance of the Services insurance acceptable to the Client in the following amounts:

- | | | |
|----|---|-------------|
| 1. | Workers Compensation, including occupational disease.
(Statutory Limits) | |
| 2. | General (Public) Liability | |
| | Bodily Injury | \$1,000,000 |
| | Property Damage | \$1,000,000 |
| 3. | Automobile Liability (hired, owned, non-owned) | |
| | Bodily Injury | \$1,000,000 |
| | Property Damage | \$1,000,000 |
| 4. | Professional Liability | \$1,000,000 |

Upon Clients request, the Consultant shall provide the Client with certificates of insurance evidencing the coverage in effect. After such policies become effective, none of such policies shall be canceled by the insurance company except after ten days notice in writing to the Client.

8. - INDEMNIFICATION

The Consultant shall indemnify the Client and hold him and his officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death, resulting therefrom, or damage sustained by any person or persons (including the Consultant's employees) by reason of any negligent act, omission or neglect on the part of the Consultant's employees.

The Client shall also indemnify the Consultant and hold him and his officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death resulting therefrom, or damage sustained by any person or persons (including the Client's employees) by reason of any negligent act, omission, or neglect on the part of the Client's employees.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

The Consultant's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce design professional's scope of services, Client hereby agrees to release and hold harmless Consultant from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

9. - LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of \$25,000 or the Consultants Fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

10. - TERMINATION

Either party may terminate this Agreement at any time by giving the other party five days written notice of such termination. Immediately upon receipt of Notice of Termination, the Consultant shall discontinue Services and incur no further obligation or expenses. The Consultant shall be paid for all work completed prior to the effective date of such termination.

The Consultant shall not assign, transfer, or sublet this Agreement or any interest herein without the prior written consent of the Client.

11. - NON-DISCRIMINATION

There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

12. - STATUS

The Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor, and in no event shall any of its personnel be construed to be an employee of the Client.

13. - GOVERNING LAW AND JURISDICTION

The Client and Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of Kansas. It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Kansas.

EXHIBIT B Standard Hourly Rates

Effective through 12/31/25

Title	Rate	Title	Rate
Director	\$230.00	Lead Construction Technician	\$165.00
Sr. Project Manager	\$225.00	Sr. Construction Technician	\$150.00
Project Manager II	\$215.00	Construction Technician III	\$140.00
Project Manager I	\$210.00	Construction Technician II	\$130.00
Sr. Project Engineer	\$195.00	Construction Technician I	\$110.00
Project Engineer	\$180.00	GIS Engineering Coordinator	\$160.00
Sr. Project Professional	\$180.00	GIS Engineering Specialist	\$145.00
Project Professional II	\$170.00	GIS Engineering Technician	\$115.00
Project Professional I	\$150.00	Survey Director	\$235.00
Lead Design Engineer	\$160.00	Survey Team Lead	\$230.00
Sr. Design Engineer	\$140.00	Sr. Project Manager - Survey	\$230.00
Design Engineer	\$135.00	Project Manager II - Survey	\$205.00
Sr. Landscape Architect	\$210.00	Project Manager I - Survey	\$190.00
Landscape Architect	\$160.00	Sr. Project Surveyor	\$180.00
Sr. Landscape Designer	\$150.00	Project Surveyor II	\$170.00
Landscape Designer	\$140.00	Project Surveyor I	\$165.00
Lead Engineering Technician	\$170.00	Lead Survey Technician (CAD or Field)	\$132.00
Sr. Engineering Technician	\$165.00	Sr. Survey Technician (CAD or Field)	\$125.00
Engineering Technician	\$120.00	Survey Technician (CAD or Field)	\$ 98.00
Sr. Construction Manager	\$200.00	Clerical	\$ 80.00
Construction Manager	\$180.00	Technician	\$ 75.00

REIMBURSABLE EXPENSES

Description	Unit	Price
Passenger Vehicle	Per mile	IRS rate
Survey Vehicle	Per mile	\$ 0.90
Project Related Travel		Actual Cost
Outsourced Reproduction, & Postage		Actual Cost
All-Terrain Vehicle/Gator	Day	\$ 170.00
Survey Total Station Equipment Fee	Hour	\$ 20.00
Survey Robotic Total Station	Hour	\$ 40.00
Survey GPS RTK Rover	Hour	\$ 30.00
Survey GPS RTK Base + Radio Modem	Hour	\$ 50.00
Trimble SX10 Scanner	Hour	\$ 120.00
Zeb Scanner	Hour	\$ 120.00
UAV + Lidar	Hour	\$ 120.00
UAV – Camera Project	Hour	\$ 60.00
Quickview Air HD Camera	Hour	\$ 10.00
Boat	Day	\$ 450.00
Jackhammer	Day	\$ 60.00
Cloud Data Processing	Hour	\$ 30.00

*Rates subject to change on an annual basis.



913.663.1900



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7101 College Blvd., Ste. 400
Overland Park, KS 66210



REQUEST FOR PROPOSALS (RFP)

Styx Creek/BNSF Boundary Survey Services

City of Mulvane, Sedgwick-Sumner County, Kansas

Date Prepared: May 20, 2025

Proposal Due Date/Time: 10:00 AM, June 11, 2025

1. Introduction and Purpose of RFP:

The City of Mulvane (CITY) is seeking proposals for a property boundary survey from experienced SURVEYORS licensed to practice and perform work in the State of Kansas. The limits of the requested boundary survey are generally described as the west line of the Burlington Northern Santa Fe Railroad (BNSF) property as shown on the attached Exhibit and described herein.

2. RFP Description, Scope and Parameters:

The SURVEYOR shall perform a boundary survey to establish the west line of the BNSF property from the intersection with the Arkansas River to the south line of Bridge St. (K-53 Hwy) including the east boundary of Blocks 1, 10 and 11 in the Riverside Addition to Mulvane, Kansas. The SURVEYOR shall coordinate with the BNSF to obtain their boundary records as needed to establish the BNSF ROW. Boundary survey shall establish the ROW dimensions including curve data, PC's, and PT's. Survey markers consisting of lathe with painted or flagged tops shall be placed at approx. 300-ft to 400-ft intervals for field identification of the BNSF ROW.

Boundary monuments shall be identified in US Standard State Plane (Grid), Kansas South Coordinates (1502) coordinates with survey grade RTK technology ± 2 cm accuracy for both location and elevation. The SURVEYOR shall deliver State Plane coordinate data in electronic file (.asc or .txt), electronic drawing (AutoCAD Civil 3-D) and hard copy of boundary survey including monuments found/set with State Plane Northing and Easting (to nearest 0.01-feet) and property line dimensions. Following, for information only, are horizontal control points established in the City's base map:

Pt No. 44 - SW Corner of Section 5, T-30-S, R-2-E of the 6th PM
N.1605066.606, E.1677784.002 (1/2" Rebar)

Pt No. 1698 - S1/4 Corner of Section 36, T-29-S, R-1-E of the 6th PM
N.1609268.634, E.1669569.013 (1/2" Rebar)

The SURVEYOR shall follow standard professional surveying practices for locating and occupying section, quarter-section or other property corners identified, including the filing of section corner ties as required by law. The SURVEYOR shall obtain all necessary permits and permissions to enter, occupy, and traverse private property, including but not limited to the BNSF ROW.

The SURVEYOR shall provide safety equipment and appropriate signage while working on this project and shall operate under the safety guidelines outlined in the Surveyor's Safety Manual and other applicable safety standards by law. The SURVEYOR shall maintain appropriate professional and business liability insurance during the contract.

3. Consultation Clarification:

SURVEYORS are asked to direct all questions regarding this RFP via email to Christopher R. Young, PE, City Engineer (cyoung@yngpa.com) or phone (316) 788-2552. Based on the nature of the questions the CITY may elect to issue written addenda and/or clarifications for the surveying services requested.

4. Fee and Work Schedule Proposal:

All costs and expenses associated with the requested boundary survey services shall be paid by the SURVEYOR including but not limited to; all necessary equipment, labor and materials; field data collection including data transfers and conversions; mapping and associated electronic files; travel and expenses.

SURVEYOR'S shall submit one hard copy and an electronic file of their proposal to Ms. Debra Parker, Mulvane City Clerk, no later than 10:00 AM, Monday, June 11 , 2025 (211 N. Second St, Mulvane, KS 67110 / dparker@mulvane.us).

4.1 Fee Proposal

Please provide the proposal information outlined below. Please note that the City of Mulvane is seeking the SURVEYOR'S expertise for the services requested. Any tasks that are not listed in the above scope that are integral to the project shall be provided in a second, alternative proposal, including an explanation of why the additional scope and tasks are needed. Once a contract is executed, all invoices from that Consultant must include detailed line-item billing in accordance with the approved contract agreement. If the Consultant utilizes an hourly billing rate, the amount of hours per team member/classification must be included. The final scope and fee will be negotiated with the successful respondent but is expected to be consistent with the scope of work and fees submitted with this proposal.

Company Name:	Contact Person:	Contact # and Email:
BHC 165 S Rock Island Ave, Suite 150 Wichita, KS 67202	Matthew Tucker and/or Mark Savoy	316-265-0005 Matthew.Tucker@ibhc.com Mark.Savoy@ibhc.com

Authorized Signee: Matthew Tucker

Print Name: Matthew Tucker

Print Title: Wichita Regional Manager

DESCRIPTION	TOTAL ESTIMATED FEE
Styx Creek/BNSF Boundary Survey	\$ 19,500
TOTAL	\$ 19,500

4.2 Work Schedule Proposal

Please provide an estimated timeline for completing the boundary survey as outlined above. Work schedules should be based on receiving a notice to proceed on June 17, 2025. Reasonable adjustments to the SURVEYOR'S work schedule may be made based on prevailing weather conditions and permit review/approvals provided by the BNSF RR.

5. Additional information

5.1 Disclaimer

This RFP does not form or constitute a contract with any responder. The City of Mulvane shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFP. The City will not be responsible for any expenses that may be incurred in the preparation of a response to this RFP. Any cost incurred by respondents in preparing or submitting a proposal for the project shall be the respondents' sole responsibility.

Ownership of all data, materials and documentation originated and prepared for the City of Mulvane pursuant to a contract resulting from a proposal submitted for this RFP shall belong exclusively to the City of Mulvane and be subject to public inspection in accordance with the Kansas Open Records Act.

The City of Mulvane reserves the right to reject any or all proposals received or to request additional information as may be needed to clarify or determine qualifications.



General Notes:

1. 2017 Aerial map and City map overlay is provided for information only.
2. The west boundary line of the BNSF Railroad ROW shall be determined by field survey from the south line of Bridge Street (K-53) to the north line of the Arkansas River.
3. The west boundary line of the BNSF Railroad shall be marked with lathe and flagged to provide a visual representation of the ROW line. Lathe with flags shall be set at approx. 300-ft to 400-ft intervals as needed.



Graphical Scale, Feet
 0 80 400 800
 Date Prepared: March 20, 2025
 Date Prepared: (Revised) May 12, 2025

**STYX CREEK SURVEY AREA
 ARKANSAS RIVER TO BRIDGE STREET
 City of Mulvane, Sumner County, Kansas**

YOUNG & ASSOCIATES, P.A.
 Professional Civil Engineering Consultants
 100 South Georgia, Derby, Kansas 67037
 tele: (316) 788-2552, fax: (316) 788-4408, email: engineering@ynnga.com

Exhibit A



REQUEST FOR PROPOSALS (RFP)

Styx Creek/BNSF Boundary Survey Services

City of Mulvane, Sedgwick-Sumner County, Kansas

Date Prepared: May 20, 2025

Proposal Due Date/Time: 10:00 AM, June 11, 2025

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Boundary monuments shall be identified in US Standard State Plane (Grid), Kansas South Coordinates (1502) coordinates with survey grade RTK technology ± 2 cm accuracy for both location and elevation. The SURVEYOR shall deliver State Plane coordinate data in electronic file (.asc or .txt), electronic drawing (AutoCAD Civil 3-D) and hard copy of boundary survey including monuments found/set with State Plane Northing and Easting (to nearest 0.01-feet) and property line dimensions. Following, for information only, are horizontal control points established in the City's base map:

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N.1605066.606, E.1677784.002 (1/2" Rebar)

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Company Name:	Contact Person:	Contact # and Email:

Authorized Signee: _____

Print Name: _____

Print Title: _____

DESCRIPTION	TOTAL ESTIMATED FEE		
Styx Creek/BNSF Boundary Survey	\$	61,200	
TOTAL	\$	61,200	

4.2 Work Schedule Proposal

Please provide an estimated timeline for completing the boundary survey as outlined above. Work schedules should be based on receiving a notice to proceed on June 17, 2025. Reasonable adjustments to the SURVEYOR’S work schedule may be made based on prevailing weather conditions and permit review/approvals provided by the BNSF RR.

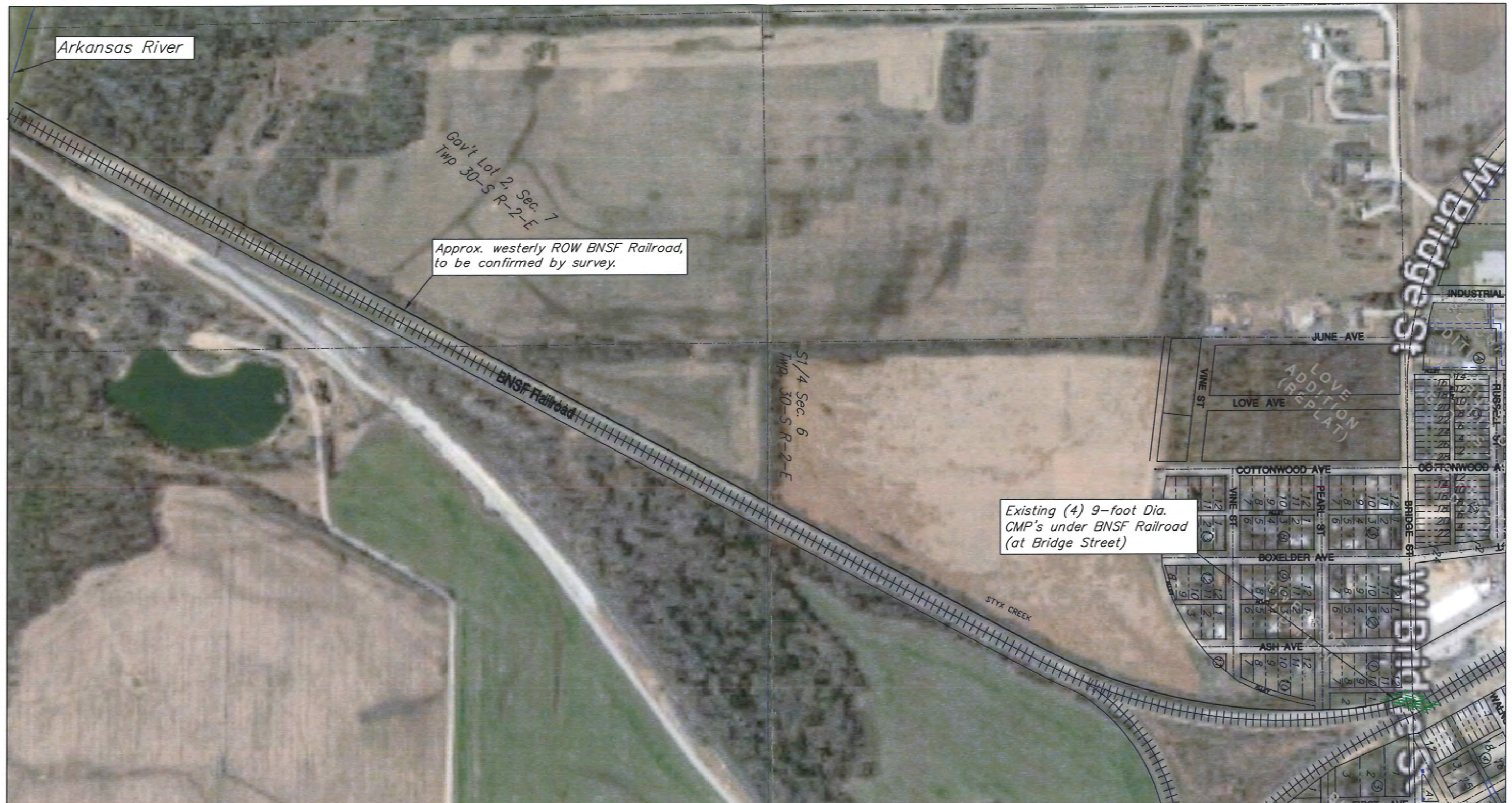
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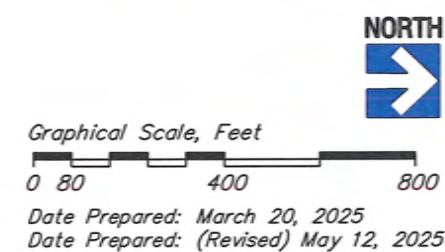
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General Notes:

1. 2017 Aerial map and City map overlay is provided for information only.
2. The west boundary line of the BNSF Railroad ROW shall be determined by field survey from the south line of Bridge Street (K-53) to the north line of the Arkansas River.
3. The west boundary line of the BNSF Railroad shall be marked with lathe and flagged to provide a visual representation of the ROW line. Lathe with flags shall be set at approx. 300-ft to 400-ft intervals as needed.



STYX CREEK SURVEY AREA
ARKANSAS RIVER TO BRIDGE STREET
City of Mulvane, Sumner County, Kansas

YOUNG & ASSOCIATES, P.A.
Professional Civil Engineering Consultants
100 South Georgia, Derby, Kansas 67037
tele: (316) 788-2552, fax: (316) 788-4408, email: engineering@ynnga.com

Exhibit A

June 10, 2025

Chris Young
City Engineer
City of Mulvane
211 N Second Street
Mulvane, Kansas, 67110

Reference: AGREEMENT for Mulvane Styx Creek Boundary
Mulvane, Kansas
PEC Project No. 250655-000

Dear Chris:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chris Young
City of Mulvane
Mulvane Styx Creek Boundary
June 10, 2025
Page 5

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

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

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

BJM:msb

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

Printed Name: _____

Title: _____

Date: _____

ACCEPTED:

CITY OF MULVANE

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

A. Project Description

1. The Project shall consist of locating and staking of a right of way (hereafter referred to as "Survey") of the West Right of Way line of the BNSF Railroad property in Mulvane Kansas as shown in Exhibit B.

B. Anticipated Project Schedule

1. PEC shall commence its services on the Project within 10 working days (i.e. working days are Monday through Friday) after receiving CLIENT's notice to proceed and to work in accordance with the CLIENT's.
2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

C. Project Deliverables

1. This Project Deliverables shall consist of the following:
 - a) An electronic drawing in AutoCAD format.
 - b) Provide Civil3D (dwg) deliverable files including:
 - i. Boundary information drafted from data provided in Railroad Documents.
 - ii. Horizontal Control Point and reference ties.
 - c) Right of way survey to include review of Railroad documents including deeds, tract maps etc. recovering existing property corner monumentation and re-establishing missing corners. The right of way survey will meet or exceed the Minimum Standards required by the Kansas Board of Technical Professions.

D. Scope of Services

1. Survey Services including:
 - a) Right of way survey of tract. Survey work to include review Railroad tract maps or current deed of record(s) for the property, recovering existing property corner monumentation, locating an existing fence, setting monuments, staking the line with lathe and flagging every 300'-400' +/-.
 - b) Create a Certificate of Survey that for the tract that shows conditions found, monuments set, a description of the tract.
 - c) Right of way survey will meet or exceed the Minimum Standards required by the Kansas Board of Technical Professions.

E. Additional Responsibilities of CLIENT

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Electronic files for base sheet development.
2. Drawings, studies, reports, and other information available pertaining to the existing building and site.
3. Provide right of entry for PEC's personnel for performing site visits, field surveys, and inspections. All-Terrain Vehicles (ATV) may be used to collect data throughout the site.
4. Promptly review all preliminary study reports, drawings, recommendations, contract documents, and other data submitted by PEC, and to advise PEC of any desired corrections, modifications, or additions thereto.

F. Additional Services

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Production of record drawings, as-builts, or release of electronic files.
2. Easement and right-of-way acquisition or vacation.
3. Platting and/or Zoning change processes.
4. ALTA/NSPS Land Title Survey.

G. Exclusions

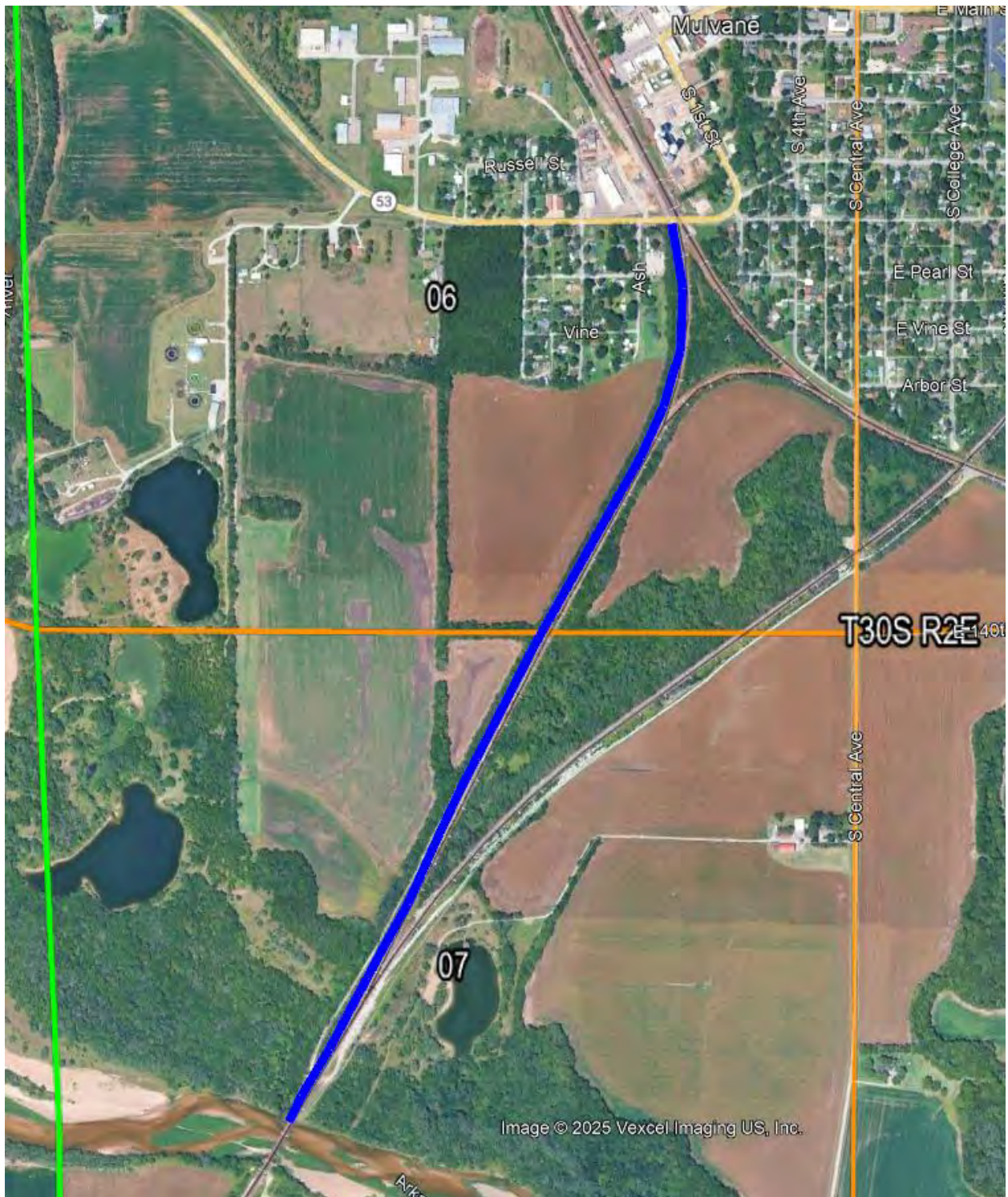
The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Printing costs.
2. Environmental assessments.
3. Easement abandonments and dedications.
4. Construction Testing and Inspection.
5. Outside consultants.
6. Any other survey services not referenced above.
7. Additional easement or setback locations not specifically requested.

H. PEC's Fees & Reimbursable Expenses

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of **\$61,200**.
3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

EXHIBIT B



SR251495

PN 250655-000

Mulvane Styx Creek Boundary

Section	Fee	
		Proposed
Field Work		
Boundary		
Total		\$ 61,200.00

Proposal includes up to 10 working days between NTP (signed contract) and start of field work

Duration

3.5 weeks incl staking

2 weeks following end of field work

Allow 6 weeks from start of field work to completion of project.

CITY COUNCIL MEETING**MULVANE, KANSAS**

June 16, 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
Phase 3 Main A Sanitary Sewer Improvements (Bond Issue funding)	<p><u>Completed to Date:</u> Apex continues SS installations in Third St. A change order has been requested by Public Works for full-width street replacement in Third St. from Mulvane St. to Emery St. (see attached CC memo for Change Order No. 3 as requested by the City). Final plans are being prepared for Phase 4 (see attached CC memo regarding engineering services for Phase 4).</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. 2 is \$1,230,687.50. Pay App No. 1 was submitted on 4/30/25 in the amount of \$185,765.51 which represents 17.4% of the total contract amount. Approx. 23.3% of the work has been completed.</p>
Phase 1 Harvest Point Addition Infrastructure (Municipal Bonds)	<p><u>Completed to Date:</u> A final walk-through inspection of the street improvements was conducted on 5/6/25. Kansas Paving has been issued a certificate of substantial completion and a punch-list was developed.</p> <p><u>Remaining Work:</u> Kansas paving and McCullough Excavation are working on their respective 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. Kansas Paving's current contract amount including Change Order No. 1 is \$524,585.00. On 5/14/25 Kansas Paving submitted Pay App No. 1 in the amount of \$453,626.55 which represents 96.1% of the total contract amount. Approx. 97.0% of the work has been completed.</p>
Emerald Valley Estates 2nd Addition Infrastructure (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. A pre-construction meeting was conducted with Pearson Const. on 5/5/25. The City requested delaying street construction until 5/26/25 to allow time for electric crews to install electric lines at street crossings.</p> <p><u>Remaining Work:</u> McCullough Excavation is working to complete all pipeline testing, site seeding and erosion control. Pearson is working to prepare and submit shop drawings/mix designs for street construction.</p> <p><u>Contract Status:</u> McCullough Excavation's current contract amount is \$1,174,970.00. Pay Application No. 5 was submitted on 4/30/25 in the amount \$178,371.51. Total billed, including Pay App No. 5, represents approx. 94.2% of the total contract amount. Approx. 95.0% of the work has been completed.</p>

Engineer's Report on Infrastructure Projects

June 16, 2025

Page 2 of 2

English Park Pedestrian Bridge <i>(Special Sales Tax)</i>	<u>Completed to Date:</u> Final plans and bid documents are being prepared and scheduled to be submitted for City staff review/approval on 6/16/25. <u>Remaining Work:</u> Pending staff approval the project will be advertised to local contractors with bids anticipated to be received the week of 7/6/25. <u>Contract Status:</u> TBD.
Water Distribution System Study <i>(Water Fund)</i>	<u>Completed to Date:</u> On 5/1/25 City prepared record information on water usage (to be included in the water model). Work continues on water modeling data entry. <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. <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).

Agenda Section – Land Bank

June 16, 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 6-16-25 City Council meeting and convene as the Mulvane Land Bank.

Motion to approve the 5-5-25 Land Bank Trustee meeting minutes.

Motion to approve the invoice from Triplett Woolf Garretson Law Firm for \$1,500 for Land Bank matters.

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

MULVANE LAND BANK
5/5/25
Board of Trustees Meeting Minutes

Present: Brent Allen, Tim Huntley, 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 5/5/25 City Council meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Huntley, second by Leach to approve the 2/19/25 Land Bank Trustee meeting minutes.

MOTION approved unanimously.

In February of 2018, the Mulvane Land Bank sold the property at 203 W. Main to Frank Seitz, (Fathead, LLC). Mr. Seitz provided notice of his intent to sell the property to the owner of 201 W. Main, Lisa Klaskin. Pursuant to the Special Warranty Deed, the Land Bank was provided a Right of First Refusal if at any time the owner receives an offer to sell, lease, or otherwise transfer the property.

The Land Bank can purchase the property for the same purchase price as the offer or may consent to the Proposed Transfer which includes the consent to the transfer and preserves the Land Bank's Right of First Refusal for subsequent transfers of the Property.

MOTION by Huntley, second by Leach to approve the Notice of Agreement and Right of First Refusal and authorize the Chair to execute same.

MOTION approved unanimously.

MOTION by Huntley, second by Gerber 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 approved unanimously.

MOTION by Huntley, second by Gerber 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 5/5/25.



TRIPLETT WOOLF
GARRETSON, LLC

Tax ID 48-1003820
TWGFirm.com

2959 N. Rock Road, Suite 300
Wichita, Kansas 67226

Phone 316-630-8100
Fax 316-630-8101

May 23, 2025

Billing through 04/30/2025

City of Mulvane, Kansas
211 N. 2nd
Mulvane, KS 67110

Client # 009908
Matter # 00130
Bill # 177880

RE: Land Bank Matters

Current Fees For This Matter	\$1,500.00
Current Disbursements For This Matter	\$0.00
Total Current Charges For This Matter	\$1,500.00
Total Balance Now Due	\$1,500.00

PAYMENT DUE UPON RECEIPT

RECEIVED

MAY 28 2025

BY: 
CITY OF MULVANE

CASH & BUDGET STATEMENT

May 2025

Fund	Begin Bal	Revenue	Expenses	End Bal	Budget	YTD Rev	YTD Exp	Remaining	% Spent
General*	6,031,738.30	344,970.98	850,385.91	5,524,664.71	8,997,059	2,707,882.94	3,217,015.56	5,780,043.44	35.76%
Administration			94,629.19		3,065,250		802,826.87	2,262,423.13	26.19%
Public Works			180,973.27		1,101,035		569,265.38	531,769.62	51.70%
Police			257,430.87		2,645,396		841,687.96	1,803,708.04	31.82%
Fire			68,190.64		305,188		238,338.49	66,849.51	78.10%
Ambulance			229,601.61		1,730,340		705,300.21	1,025,039.79	40.76%
Planning & Zoning			19,560.33		149,350		59,596.65	89,753.35	39.90%
Bindweed			-		500		-	500.00	0.00%
Employee Benefit	1,254,436.80	9,983.15	211,887.94	1,053,254.95	2,549,800	1,154,271.07	807,659.89	1,742,140.11	31.68%
Debt Service	1,350,498.31	5,388.23	-	1,355,886.54	2,825,541	1,454,673.77	209,950.15	2,615,590.85	7.43%
Capital Improvements	632,541.13	-	-	632,541.13	426,000	546.08	-	426,000.00	0.00%
Special Liability	223,729.98	1,077.75	3,526.00	221,281.73	187,400	4,241.30	6,935.94	180,464.06	3.70%
Industrial Development	187,016.88	-	-	187,016.88	134,600	244.66	-	134,600.00	0.00%
Library	27,353.84	-	14,414.62	12,939.22	602,800	315,782.18	314,418.11	288,381.89	52.16%
Special Alcohol	43,315.32		1,876.06	41,439.26	37,141		2,196.50	34,944.50	5.91%
Swimming Pool	(797.09)	8,997.55	28,972.07	(20,849.90)	189,000	8,997.55	38,003.71	150,996.29	20.11%
Sr. Center	(20,360.39)	5,297.41	24,950.23	(45,942.67)	126,200	27,360.57	77,415.76	48,784.24	61.34%
Library Sales Tax	139,734.28	-	20,374.93	119,359.35	132,282	-	38,323.87	93,958.13	28.97%
1% Sales Tax	1,765,373.89	87,281.19	-	1,850,920.08	1,489,701	431,222.52	62,725.00	1,426,976.00	4.21%
Special Highway	506,023.22	1,077.75	2,372.23	504,728.74	398,459	108,776.13	15,661.87	382,797.13	3.93%
Special Parks	229,486.63	-	1,182.21	228,304.42	219,865	34,257.87	116,561.06	103,303.94	53.01%
Transient Guest Tax	898,322.31	-	2,000.00	896,322.31	843,828	287,780.64	56,002.93	787,825.07	6.64%
Mulvane Land Bank	18,996.10	-	-	18,996.10	17,740	-	114.40	17,625.60	0.64%
Electric	6,989,542.01	415,438.92	422,697.56	6,965,718.69	7,069,853	2,038,323.91	1,763,198.89	5,306,654.11	24.94%
Water	1,135,716.56	97,509.72	208,788.44	1,021,666.05	1,688,544	447,709.52	560,975.95	1,127,568.05	33.22%
Wastewater	1,825,447.86	143,677.45	190,621.86	1,771,766.74	2,242,522	753,892.13	663,319.44	1,579,202.56	29.58%
Storm Sewer	498,443.59	3,727.80	790.00	501,788.93	205,000	22,214.56	5,065.32	199,934.68	2.47%
Municipal Equipment Reserve	463,059.73	-	-	463,059.73	0	-	-	-	
ARPA	40,561.09	-	-	31,786.49	0	-	-	-	
TOTAL	24,240,180.35	1,124,427.90	1,984,840.06	23,336,649.48	30,383,335	9,798,177.40	7,955,544.35	22,427,790.65	26.18%



Mulvane, KS

Check Report

By Check Number

Date Range: 05/01/2025 - 05/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK-POOL						
10724	FOXSTER OPCO, KKC	05/13/2025	Manual	0.00	2,670.00	7573
00153	ARIENS SPECIALTY BRANDS LLC	05/01/2025	Regular	0.00	23.45	64071
01094	AUSTIN HOSE	05/01/2025	Regular	0.00	200.00	64072
00051	BRENNTAG SOUTHWEST, INC	05/01/2025	Regular	0.00	6,305.80	64073
00071	CENTRAL POWER SYS & SERV INC	05/01/2025	Regular	0.00	570.00	64074
00080	CITY OF MULVANE-UTILITIES	05/01/2025	Regular	0.00	18,979.64	64075
00090	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	05/01/2025	Regular	0.00	551.20	64076
00170	CORE & MAIN	05/01/2025	Regular	0.00	415.60	64077
00059	CULLUM & BROWN OF WICHITA, INC.	05/01/2025	Regular	0.00	1,643.50	64078
10717	DETECTACHEM INC	05/01/2025	Regular	0.00	302.51	64079
00461	EVERGY	05/01/2025	Regular	0.00	526.88	64080
00150	GALL'S INC.	05/01/2025	Regular	0.00	305.29	64081
00152	GARNETT AUTO SUPPLY, INC.	05/01/2025	Regular	0.00	167.72	64082
00154	GENERAL CODE, LLC	05/01/2025	Regular	0.00	1,133.00	64083
00176	HILLSIDE NURSERY	05/01/2025	Regular	0.00	586.25	64084
00274	JHO INC	05/01/2025	Regular	0.00	370.50	64085
00215	KANSAS MUNICIPAL UTILITIES INC	05/01/2025	Regular	0.00	495.00	64086
00233	KANSASLAND TIRE CO. INC.	05/01/2025	Regular	0.00	1,858.14	64087
10326	Konica Minolta Premier Finance	05/01/2025	Regular	0.00	659.31	64088
00262	MAXIMUM OUTDOOR EQUIPMENT & SERVICE	05/01/2025	Regular	0.00	265.99	64089
09941	MCCULLOUGH EXCAVATION, INC.	05/01/2025	Regular	0.00	396,578.25	64090
00266	MCKEE CLEAR SERVICE SOLUTIONS INC	05/01/2025	Regular	0.00	50.00	64091
01219	MERIDIAN ANALYTICAL LABS LLC	05/01/2025	Regular	0.00	80.00	64092
10022	MIDWEST MOTOR SUPPLY CO. INC	05/01/2025	Regular	0.00	205.36	64093
	Void	05/01/2025	Regular	0.00	0.00	64094
10707	MOUNTAINLAND SUPPLY COMPANY	05/01/2025	Regular	0.00	189.61	64095
10349	NATHAN WERTH	05/01/2025	Regular	0.00	5,809.47	64096
01122	OMAHA TRUCK CENTER COMPANY INC	05/01/2025	Regular	0.00	254.20	64097
10647	SURVEYING AND MAPPING, LLC	05/01/2025	Regular	0.00	3,000.00	64098
00397	T-MOBILE	05/01/2025	Regular	0.00	41.30	64099
00423	TRIPLETT WOOLF & GARRETSON LLC	05/01/2025	Regular	0.00	5,530.00	64100
10664	TWIN VALLEY TELEPHONE INC	05/01/2025	Regular	0.00	1,264.91	64101
00444	VERMEER GREAT PLAINS, INC.	05/01/2025	Regular	0.00	138.65	64102
00462	WESTFALL ELECTRIC INC.	05/01/2025	Regular	0.00	1,225.10	64103
10466	WESTLAKE HARDWARE INC	05/01/2025	Regular	0.00	5.97	64104
00094	WICHITA WATER CONDITIONING, INC.	05/01/2025	Regular	0.00	47.80	64105
01041	ALL COVERED	05/12/2025	Regular	0.00	7,059.72	64109
10571	APEX EXCAVATING LLC	05/12/2025	Regular	0.00	185,765.51	64110
01094	AUSTIN HOSE	05/12/2025	Regular	0.00	211.77	64111
01113	BAUGHMAN COMPANY, P.A.	05/12/2025	Regular	0.00	1,000.00	64112
00242	BORDER STATES ELECTRIC	05/12/2025	Regular	0.00	3,056.55	64113
00101	CHRISTOPHER DAVIS	05/12/2025	Regular	0.00	600.00	64114
00182	CHRISTOPHER HOLZMAN, ATTY AT LAW	05/12/2025	Regular	0.00	300.00	64115
00170	CORE & MAIN	05/12/2025	Regular	0.00	12,387.85	64116
00092	COX COMMUNICATIONS	05/12/2025	Regular	0.00	630.00	64117
00461	EVERGY	05/12/2025	Regular	0.00	10,896.28	64118
00130	EXCELSIOR BLOWER SYSTEMS, INC	05/12/2025	Regular	0.00	16,469.00	64119
10547	FIRST WIRELESS, INC.	05/12/2025	Regular	0.00	579.57	64120
00145	FOUR STATE MAINTENANCE SUPPLY INC	05/12/2025	Regular	0.00	133.78	64121
00149	GALAXIE BUSINESS EQUIPMENT, INC.	05/12/2025	Regular	0.00	2,696.40	64122
00149	GALAXIE BUSINESS EQUIPMENT, INC.	05/12/2025	Regular	0.00	603.58	64123
00150	GALL'S INC.	05/12/2025	Regular	0.00	440.70	64124
00160	GRAINGER, W.W. INC.	05/12/2025	Regular	0.00	9.80	64125
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	05/12/2025	Regular	0.00	27.34	64126

Check Report

Date Range: 05/01/2025 - 05/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00347	HENDERSON INVESTMENTS INC	05/12/2025	Regular	0.00	229.49	64127
00254	JAMES LARRY LINN, ATTY AT LAW	05/12/2025	Regular	0.00	2,000.00	64128
10703	JOHN M MUNDELL	05/12/2025	Regular	0.00	126.88	64129
10391	JOY KAY WILLIAMS	05/12/2025	Regular	0.00	2,000.00	64130
00209	KANSAS GAS SERVICE	05/12/2025	Regular	0.00	1,400.90	64131
00226	KANSAS STATE TREASURER	05/12/2025	Regular	0.00	2,447.50	64132
00233	KANSASLAND TIRE CO. INC.	05/12/2025	Regular	0.00	640.00	64133
10552	KONICA MINOLTA BUSINESS SOLUTIONS	05/12/2025	Regular	0.00	525.26	64134
00243	KROGER-DILLONS CUSTOMER CHARGE	05/12/2025	Regular	0.00	203.78	64135
00252	LIFE-ASSIST, INC.	05/12/2025	Regular	0.00	2,377.24	64136
10645	LUXURY LAWN & LANDSCAPING LLC	05/12/2025	Regular	0.00	1,190.00	64137
00262	MAXIMUM OUTDOOR EQUIPMENT & SERVICE	05/12/2025	Regular	0.00	305.90	64138
00195	MCWI BENTURES LLC	05/12/2025	Regular	0.00	206.20	64139
10222	MIDWEST CARD AND ID SOLUTIONS LLC	05/12/2025	Regular	0.00	188.32	64140
10022	MIDWEST MOTOR SUPPLY CO. INC	05/12/2025	Regular	0.00	29.95	64141
10714	MORIDGE MANUFACTURING, INC	05/12/2025	Regular	0.00	3,483.00	64142
10707	MOUNTAINLAND SUPPLY COMPANY	05/12/2025	Regular	0.00	108.06	64143
00283	MULVANE COOPERATIVE UNION	05/12/2025	Regular	0.00	2,772.09	64144
00283	MULVANE COOPERATIVE UNION	05/12/2025	Regular	0.00	3,441.03	64145
10091	MULVANE REC CENTER	05/12/2025	Regular	0.00	510.00	64146
10349	NATHAN WERTH	05/12/2025	Regular	0.00	1,575.00	64147
10349	NATHAN WERTH	05/12/2025	Regular	0.00	1,960.00	64148
10718	OSAGE INDUSTRIES INC	05/12/2025	Regular	0.00	433.30	64149
00323	PETTY CASH-CITY OF MULVANE	05/12/2025	Regular	0.00	3,254.87	64150
10520	PIONEER MANUFACTURING COMPANY	05/12/2025	Regular	0.00	222.85	64151
00437	PS ENTERPRISES LLC	05/12/2025	Regular	0.00	72.68	64152
10461	QUADIENT FINANCE USA, INC.	05/12/2025	Regular	0.00	300.00	64153
00340	QUILL CORPORATION	05/12/2025	Regular	0.00	518.93	64154
	Void	05/12/2025	Regular	0.00	0.00	64155
00348	REED CARWASH INC.	05/12/2025	Regular	0.00	340.00	64156
00112	RK BLACK INC	05/12/2025	Regular	0.00	40.86	64157
00104	RODNEY L SCHUMOCK	05/12/2025	Regular	0.00	315.00	64158
00385	SHIRTS PLUS INC	05/12/2025	Regular	0.00	707.80	64159
00401	STANION WHOLESALE ELECTRIC CO INC OF	05/12/2025	Regular	0.00	2,206.89	64160
10397	STROOT LOCKERS	05/12/2025	Regular	0.00	630.00	64161
10017	SUNNY COMMUNICATIONS, INC	05/12/2025	Regular	0.00	22,629.07	64162
00111	THE DOC SUNBACK FILM FESTIVAL, INC	05/12/2025	Regular	0.00	-2,000.00	64163
00111	THE DOC SUNBACK FILM FESTIVAL, INC	05/12/2025	Regular	0.00	2,000.00	64163
00434	UNITED STATES POST OFFICE	05/12/2025	Regular	0.00	5,000.00	64164
00434	UNITED STATES POST OFFICE	05/12/2025	Regular	0.00	350.00	64165
00446	VIA CHRISTI HOME MEDICAL LLC	05/12/2025	Regular	0.00	75.00	64166
00451	WALLACE ENVELOPE CO, INC.	05/12/2025	Regular	0.00	242.00	64167
10183	WASTE MANAGEMENT	05/12/2025	Regular	0.00	1,461.77	64168
10466	WESTLAKE HARDWARE INC	05/12/2025	Regular	0.00	93.39	64169
00094	WICHITA WATER CONDITIONING, INC.	05/12/2025	Regular	0.00	46.38	64170
00479	YOUNG & ASSOCIATES, P. A.	05/12/2025	Regular	0.00	49,136.13	64171
	Void	05/12/2025	Regular	0.00	0.00	64172
10151	ARMSCOR CARTRIDGE INCORPORATED	05/15/2025	Regular	0.00	1,293.00	64174
10261	ARROW WRECKER SERVICE INC	05/15/2025	Regular	0.00	152.00	64175
09957	CARSON INSURANCE GROUP	05/15/2025	Regular	0.00	100.00	64176
00170	CORE & MAIN	05/15/2025	Regular	0.00	39,750.00	64177
00092	COX COMMUNICATIONS	05/15/2025	Regular	0.00	104.41	64178
00092	COX COMMUNICATIONS	05/15/2025	Regular	0.00	3,405.66	64179
10223	CRH COFFEE INC	05/15/2025	Regular	0.00	75.00	64180
00103	DE LAGE LANDEN INC	05/15/2025	Regular	0.00	77.44	64181
01078	EMC INSURANCE COMPANIES	05/15/2025	Regular	0.00	451,513.00	64182
01078	EMC INSURANCE COMPANIES	05/15/2025	Regular	0.00	1,511.00	64183
10721	EVOLUTION WHEEL USA INC	05/15/2025	Regular	0.00	4,800.00	64184
00134	FAMILY MEDCENTERS PA	05/15/2025	Regular	0.00	206.00	64185
00150	GALL'S INC.	05/15/2025	Regular	0.00	206.85	64186
00160	GRAINGER, W.W. INC.	05/15/2025	Regular	0.00	561.61	64187

Check Report

Date Range: 05/01/2025 - 05/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00165	HALLS SAFETY EQUIPMENT CORP	05/15/2025	Regular	0.00	893.98	64188
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	05/15/2025	Regular	0.00	37.53	64189
01190	HAYS FIRE AND RESCUE SALES AND SERVICE LLC	05/15/2025	Regular	0.00	185.70	64190
10064	HUBER & ASSOCIATES, INC	05/15/2025	Regular	0.00	750.00	64191
00197	IVERSON & WESTFALL PLBG INC.	05/15/2025	Regular	0.00	60.00	64192
10465	JUMPSTART	05/15/2025	Regular	0.00	607.89	64193
00210	KANSAS JUDICIAL COUNCIL	05/15/2025	Regular	0.00	190.00	64194
00217	KANSAS ONE-CALL SYSTEM, INC.	05/15/2025	Regular	0.00	416.29	64195
00233	KANSASLAND TIRE CO. INC.	05/15/2025	Regular	0.00	220.29	64196
00249	LEAGUE OF KS. MUNICIPALITIES	05/15/2025	Regular	0.00	75.00	64197
00252	LIFE-ASSIST, INC.	05/15/2025	Regular	0.00	111.00	64198
09913	MABCD	05/15/2025	Regular	0.00	1,239.88	64199
00262	MAXIMUM OUTDOOR EQUIPMENT & SERVICE	05/15/2025	Regular	0.00	38.59	64200
00357	MICHAEL J. ROBINSON	05/15/2025	Regular	0.00	1,365.90	64201
00357	MICHAEL J. ROBINSON	05/15/2025	Regular	0.00	625.70	64202
10022	MIDWEST MOTOR SUPPLY CO. INC	05/15/2025	Regular	0.00	236.03	64203
00282	MULVANE CHAMBER OF COMMERCE	05/15/2025	Regular	0.00	1,000.00	64204
10185	NATIONAL SCREENING BUREAU	05/15/2025	Regular	0.00	53.00	64205
00307	O'REILLY AUTO ENTERPRISES LLC	05/15/2025	Regular	0.00	521.67	64206
09985	PETER A. MACKINNEY	05/15/2025	Regular	0.00	2,480.00	64207
00437	PS ENTERPRISES LLC	05/15/2025	Regular	0.00	18.66	64208
00340	QUILL CORPORATION	05/15/2025	Regular	0.00	253.49	64209
10697	RDG PLANNING & DESIGN, INC.	05/15/2025	Regular	0.00	7,250.00	64210
10401	ROYAL ENTERPRISES LLC	05/15/2025	Regular	0.00	966.00	64211
10401	ROYAL ENTERPRISES LLC	05/15/2025	Regular	0.00	-966.00	64211
10306	RUUD CONCRETE LLC	05/15/2025	Regular	0.00	720.00	64212
00363	S & G ASSOCIATES, INC	05/15/2025	Regular	0.00	250.00	64213
00380	SEDGWICK CO. TREASURER	05/15/2025	Regular	0.00	743.85	64214
00385	SHIRTS PLUS INC	05/15/2025	Regular	0.00	50.00	64215
10605	SNAP-ON INCORPORATED	05/15/2025	Regular	0.00	56.50	64216
00407	SUMNER CO. SHERIFF	05/15/2025	Regular	0.00	540.00	64217
09874	SUMNER COUNTY TREASURER	05/15/2025	Regular	0.00	237.28	64218
10366	UNDERGROUND VAULTS & STORAGE, INC	05/15/2025	Regular	0.00	1,585.88	64219
00433	UNITED INDUSTRIES INC	05/15/2025	Regular	0.00	202.78	64220
00443	VERIZON WIRELESS	05/15/2025	Regular	0.00	561.65	64221
00444	VERMEER GREAT PLAINS, INC.	05/15/2025	Regular	0.00	1,143.05	64222
10466	WESTLAKE HARDWARE INC	05/15/2025	Regular	0.00	2.34	64223
00094	WICHITA WATER CONDITIONING, INC.	05/15/2025	Regular	0.00	360.25	64224
00012	AIRGAS USA, INC.	05/22/2025	Regular	0.00	54.50	64229
00051	BRENNTAG SOUTHWEST, INC	05/22/2025	Regular	0.00	11,672.00	64230
01301	CONSPEC INC.	05/22/2025	Regular	0.00	453,626.55	64231
00170	CORE & MAIN	05/22/2025	Regular	0.00	7,386.79	64232
10255	CRAFCO, INC.	05/22/2025	Regular	0.00	11,640.00	64233
00134	FAMILY MEDCENTERS PA	05/22/2025	Regular	0.00	502.00	64234
00143	FOLEY EQUIPMENT COMPANY	05/22/2025	Regular	0.00	3,419.36	64235
00438	HD SUPPLY, INC.	05/22/2025	Regular	0.00	482.34	64236
10660	IDEATEK TELCOM, LLC	05/22/2025	Regular	0.00	113.00	64237
00197	IVERSON & WESTFALL PLBG INC.	05/22/2025	Regular	0.00	1,875.00	64238
00030	JOHN DEERE FINANCIAL	05/22/2025	Regular	0.00	421.91	64239
09990	KANSAS HIGH SCHOOL RODEO ASSOCIATION	05/22/2025	Regular	0.00	2,000.00	64240
00220	KANSAS POWER POOL	05/22/2025	Regular	0.00	230,401.80	64241
00388	MARC D SIMON	05/22/2025	Regular	0.00	1,209.84	64242
09941	MCCULLOUGH EXCAVATION, INC.	05/22/2025	Regular	0.00	108,291.87	64243
00266	MCKEE CLEAR SERVICE SOLUTIONS INC	05/22/2025	Regular	0.00	50.00	64244
01219	MERIDIAN ANALYTICAL LABS LLC	05/22/2025	Regular	0.00	790.00	64245
01122	OMAHA TRUCK CENTER COMPANY INC	05/22/2025	Regular	0.00	1,287.93	64246
00340	QUILL CORPORATION	05/22/2025	Regular	0.00	76.05	64247
10585	ROYAL ENTERPRISES LLC	05/22/2025	Regular	0.00	966.00	64248
00363	S & G ASSOCIATES, INC	05/22/2025	Regular	0.00	79.00	64249
00385	SHIRTS PLUS INC	05/22/2025	Regular	0.00	1,162.05	64250
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	05/22/2025	Regular	0.00	950.36	64251

Check Report

Date Range: 05/01/2025 - 05/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10170	THE SHERWIN-WILLIAMS CO.	05/22/2025	Regular	0.00	29.78	64252
10723	VALLEY OFFSET PRINTING INC	05/22/2025	Regular	0.00	356.00	64253
00443	VERIZON WIRELESS	05/22/2025	Regular	0.00	121.10	64254
00451	WALLACE ENVELOPE CO,INC.	05/22/2025	Regular	0.00	195.00	64255
00459	WESCO	05/22/2025	Regular	0.00	989.52	64256
10466	WESTLAKE HARDWARE INC	05/22/2025	Regular	0.00	83.97	64257
10624	IMAGE TREND, LLC	05/27/2025	Regular	0.00	17,387.50	64274
00253	ADOLPH KIEFER & ASSOCIATES LLC	05/29/2025	Regular	0.00	2,990.23	64275
00026	ASSOCIATED MATERIAL & SUPPLY C	05/29/2025	Regular	0.00	378.45	64276
10494	BTAC HOLDING CORP	05/29/2025	Regular	0.00	1,861.54	64277
10499	CENTER POINT, INC.	05/29/2025	Regular	0.00	98.88	64278
01093	CENTRAL PLAINS DEVELOPMENT	05/29/2025	Regular	0.00	12.25	64279
00071	CENTRAL POWER SYS & SERV INC	05/29/2025	Regular	0.00	570.00	64280
00080	CITY OF MULVANE-UTILITIES	05/29/2025	Regular	0.00	19,480.89	64281
00170	CORE & MAIN	05/29/2025	Regular	0.00	1,982.00	64282
09885	ED M. FELD EQUIPMENT CO., INC.	05/29/2025	Regular	0.00	2,510.00	64283
10239	ELECTRI-TECH INC.	05/29/2025	Regular	0.00	665.00	64284
00461	EVERGY	05/29/2025	Regular	0.00	549.76	64285
00130	EXCELSIOR BLOWER SYSTEMS, INC	05/29/2025	Regular	0.00	-3,903.52	64286
00130	EXCELSIOR BLOWER SYSTEMS, INC	05/29/2025	Regular	0.00	3,903.52	64286
00145	FOUR STATE MAINTENANCE SUPPLY INC	05/29/2025	Regular	0.00	117.48	64287
00150	GALL'S INC.	05/29/2025	Regular	0.00	64.99	64288
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	05/29/2025	Regular	0.00	158.45	64289
00233	KANSASLAND TIRE CO. INC.	05/29/2025	Regular	0.00	1,080.00	64290
00140	KENNETH FLEMING	05/29/2025	Regular	0.00	225.75	64291
10684	LIBRARY SOLUTIONS LLC	05/29/2025	Regular	0.00	18,000.00	64292
00252	LIFE-ASSIST, INC.	05/29/2025	Regular	0.00	24.00	64293
00388	MARC D SIMON	05/29/2025	Regular	0.00	627.99	64294
01219	MERIDIAN ANALYTICAL LABS LLC	05/29/2025	Regular	0.00	1,150.35	64295
10500	MIDWEST TAPE, LLC.	05/29/2025	Regular	0.00	414.51	64296
01142	MULVANE OLD SETTLERS LLC	05/29/2025	Regular	0.00	75.00	64297
00297	MYRON CORPORATION	05/29/2025	Regular	0.00	3,293.12	64298
10550	NORTHWEST RIVER SUPPLIES, INC.	05/29/2025	Regular	0.00	169.85	64299
00340	QUILL CORPORATION	05/29/2025	Regular	0.00	401.04	64300
00361	RUSTY ECK FORD INC	05/29/2025	Regular	0.00	736.37	64301
10306	RUUD CONCRETE LLC	05/29/2025	Regular	0.00	1,244.00	64302
00372	SAMS CLUB	05/29/2025	Regular	0.00	447.80	64303
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	05/29/2025	Regular	0.00	2,761.29	64304
00397	T-MOBILE	05/29/2025	Regular	0.00	223.65	64305
00423	TRIPLETT WOOLF & GARRETSON LLC	05/29/2025	Regular	0.00	2,807.65	64306
10664	TWIN VALLEY TELEPHONE INC	05/29/2025	Regular	0.00	1,619.40	64307
00446	VIA CHRISTI HOME MEDICAL LLC	05/29/2025	Regular	0.00	320.00	64308
00482	ZOLL MEDICAL CORP.	05/29/2025	Regular	0.00	3,456.00	64309
00196	INTRUST CARD CENTER	05/21/2025	Bank Draft	0.00	11,340.96	DFT0004182

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	279	212	0.00	2,272,294.35
Manual Checks	1	1	0.00	2,670.00
Voided Checks	0	6	0.00	-6,869.52
Bank Drafts	61	1	0.00	11,340.96
EFT's	0	0	0.00	0.00
	341	220	0.00	2,279,435.79

Check Report

Date Range: 05/01/2025 - 05/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PYBNK-PAYROLL-POOL						
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	05/09/2025	Regular	0.00	78.46	64107
01016	KANSAS PAYMENT CENTER	05/09/2025	Regular	0.00	332.30	64108
00079	CITY OF MULVANE	05/12/2025	Regular	0.00	2,625.72	64173
01018	AXA EQUITABLE - EQUI-VEST	05/15/2025	Regular	0.00	6,850.00	64225
00079	CITY OF MULVANE	05/22/2025	Regular	0.00	2,625.72	64258
00106	DELTA DENTAL OF KANSAS	05/22/2025	Regular	0.00	5,480.92	64259
01012	AFLAC	05/23/2025	Regular	0.00	273.26	64260
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	05/23/2025	Regular	0.00	78.46	64261
01016	KANSAS PAYMENT CENTER	05/23/2025	Regular	0.00	332.30	64262
01022	LEGAL SHIELD	05/23/2025	Regular	0.00	400.65	64263
01021	KPERS	05/09/2025	Bank Draft	0.00	23,164.71	DFT0004171
01021	KPERS	05/09/2025	Bank Draft	0.00	11,234.12	DFT0004172
01026	IRS	05/09/2025	Bank Draft	0.00	25,516.84	DFT0004173
01026	IRS	05/09/2025	Bank Draft	0.00	17,394.44	DFT0004174
01031	KANSAS DEPT OF REVENUE	05/09/2025	Bank Draft	0.00	9,595.39	DFT0004175
01026	IRS	05/09/2025	Bank Draft	0.00	5,967.66	DFT0004176
01021	KPERS	05/23/2025	Bank Draft	0.00	746.74	DFT0004186
01021	KPERS	05/23/2025	Bank Draft	0.00	23,785.09	DFT0004187
01021	KPERS	05/23/2025	Bank Draft	0.00	11,210.98	DFT0004188
01026	IRS	05/23/2025	Bank Draft	0.00	25,527.86	DFT0004190
01026	IRS	05/23/2025	Bank Draft	0.00	17,508.97	DFT0004191
01031	KANSAS DEPT OF REVENUE	05/23/2025	Bank Draft	0.00	9,686.92	DFT0004192
01026	IRS	05/23/2025	Bank Draft	0.00	5,970.26	DFT0004193
00408	SURENCY LIFE & HEALTH	05/16/2025	Bank Draft	0.00	737.60	DFT0004194

Bank Code PYBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	20	10	0.00	19,077.79
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	14	14	0.00	188,047.58
EFT's	0	0	0.00	0.00
	34	24	0.00	207,125.37

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	299	222	0.00	2,291,372.14
Manual Checks	1	1	0.00	2,670.00
Voided Checks	0	6	0.00	-6,869.52
Bank Drafts	75	15	0.00	199,388.54
EFT's	0	0	0.00	0.00
	375	244	0.00	2,486,561.16

Fund Summary

Fund	Name	Period	Amount
999	Pool Cash Fund	5/2025	2,486,561.16
			2,486,561.16

Approved

Date

CITY COUNCIL MEETING

6/2/2025

Consent Agenda

TO: Mayor and City Council

SUBJECT: 300kVA Pad-Mount Transformer – Reapproval for Inventory Stock

FROM: Jacob Coy – Public Works Director

ACTION: Consent to reapprove purchase of 300kVA pad-mount transformer for inventory stock

Background:

In July 2023, City Council approved the purchase of a 300kVA pad-mount transformer to support a proposed Family Dollar Store on N. Rock Rd. The developer ultimately did not proceed with the project. At the time, the transformer had a lead time of approximately two years, and the unit has now been delivered. The City has a few 300kVA transformers currently in service, and this unit will now be retained as inventory stock for future needs.

Due to changes in sales tax rates since the original approval, the total purchase cost now requires reapproval in the amount of \$39,016.60.

Financial Consideration:

The original purchase was funded by the City under the understanding it would be reimbursed by the developer, which is no longer applicable. The transformer will instead be retained for future City use. Funding for this purchase remains within the approved budget for electric system equipment.

Recommendation/Action/Consent:

Approve/Consent to reauthorize the purchase of one (1) 300kVA pad-mount transformer as inventory stock in the amount of \$39,016.60 from Stanion Electric.

INVOICE



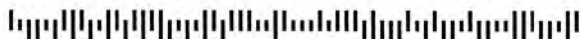
Stanion Wholesale Electric
PO Box F
Pratt, KS 67124-1106

REMIT ALL PAYMENTS TO:
Stanion Wholesale Electric Co Inc
PO Box 876438
Kansas City, MO 64187-6438
Phone 866-782-6466
Fax 620-672-3565

INVOICE DATE	INVOICE NUMBER
04/24/25	5556686-00
CUST #	PAGE #:
9415	1 of 1
P.O. NO.	
078443	

BILL TO:

4913 1 AB 0.593 E0024X I0041 D14257840104 S2 P10784366 0001:0002



CITY OF MULVANE
410 W BRIDGE ST
MULVANE KS 67110-1900

SHIP TO:

CITY OF MULVANE
410 W BRIDGE
MULVANE, KS 67110-1595

INSTRUCTIONS		PLACED BY		SHIP VIA		SHIPPED	TERMS
				DIRECT SHIP		04/24/25	Net 30 Days
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY B.O.	U/M	PRICE	AMOUNT (NET)
1	300KVATRANSFORMER WEG 300 KVA PAD TRANS 12470GRDY/7200 208Y/120	1	1	0	EA	35960.00000	35,960.00
1	Lines Total	Qty Shipped Total		1	Total Taxes Invoice Total		35,960.00 3,056.60 39,016.60

RECEIVED

MAY 02 2025

BY:
CITY OF MULVANE



Quoted prices are subject to change based
on fluctuations in tariff rates and
related import/export duties.



TO VIEW ONLINE GO TO:

<http://stanion.billtrust.com>

USE THIS ENROLLMENT TOKEN:

WPT GWW BFD

Past Due Accounts are subject to service charge of 1.5% per month.

This Invoice is subject to our General Terms and Conditions of Business Transactions, (which can be found at <https://www.stanion.com/Terms-and-Conditions>) which are incorporated by reference herein as though fully set forth

0001:0002

CITY COUNCIL MEETING
June 16th, 2025

TO: Mayor and City Council

SUBJECT: Purchase of Type II Chat – Slurry Sealing

FROM: Melissa Hudson – Utility & Public Works Purchasing Agent

ACTION: Consent to the Purchase of Type II Chat

Background:

Each year the Public Works Department receives Type II Chat for slurry sealing operations from *Williams Diversified Materials, Inc.* from the Baxter Springs area quarry. Slurry sealing is a preventive maintenance process for city streets. A slurry seal coat is applied to the street surface with a mixture of CSS-1h road oil, Type II chat, Portland cement, and water. The slurry sealing application adds life to the street surface and repairs minor imperfections in the pavement. The application is generally repeated every 5 years on most streets, depending on street condition, street surface, and traffic volume.

Analysis:

Type II chat is trucked in from the Baxter Springs Quarry. Each year we purchase approximately 500 to 700 tons. We will be receiving the material at the city stockpile yard throughout the month of June.

Financial Consideration:

Funds from Special Highway will be utilized for the purchase (Line Item - Rock Sand & Gravel 210-02-521). Baxter Springs is the closest quarry to receive Type II Slurry Chat. *The Procurement Policy has been adhered to due using only the material provider in the immediate area, at the lowest cost.*

Legal Consideration: None

Recommendation/Action/Consent:

Consent to the purchase of Type II Chat for slurry sealing operations from *Williams Diversified Materials, Inc.* in the amount not to exceed \$22,000.

CITY COUNCIL MEETING
June 16th, 2025

TO: Mayor and City Council

SUBJECT: Purchase of Ferric Chloride and Sodium Hydroxide.

FROM: Wastewater Supervisor

AGENDA: Purchase of Sodium Hydroxide and Ferric Chloride from Brenntag

—

Background: In 2011 the city started a sewer expansion project to accommodate the addition of the Kansas Star Casino. This expansion included two chemical injection sites, one located at the casino site, and the other located at the wastewater plant site. These chemical injection buildings hold two 4500-gallon tanks, one will contain ferric chloride and the other sodium hydroxide. At the casino site, by use of chemical metering pumps, the chemicals are injected directly into the force main, and at the plant site the chemicals are injected into the process. The biggest use for these chemicals is odor control and managing PH, however better settling at the plant is also a benefit from the ferric chloride.

After obtaining approval from the City Administrator to place this purchase on the consent agenda, ordered the chemicals at a cost of \$25,700.00. This would purchase a half load of each chemical to be put at the plant site.

Legal Considerations: None.

Financial Considerations: Funds for this expenditure are available in the Wastewater Department budget.

Recommendations/Action: A motion to approve the purchase of 30,000lbs of ferric chloride for \$12,850.00 and 30,000lbs of sodium hydroxide for \$12,850.00 at a total cost of \$25,700.00. This price includes insurance surcharge and fuel cost. Load may vary slightly but is charged by the pounds delivered.

Submitted by

Brian Bradshaw



June 11, 2025

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

Re: **Street Improvements to serve,**
Phase 1 – Harvest Point, City of Mulvane, Sedgwick County, Kansas
Y&A Project No. 23-501

Dear Mr. St. John:

Transmitted herewith is a signed PDF copy of Payment Application No. 2 from Kansas Paving for the above referenced project. Based on field observations performed on June 11, 2025 we concur with the amount of \$18,500.40 as requested.

Payment Application No. 2 represents 100% of the total contract amount. A final walk-through inspection has been performed and on May 6, 2025 a Certificate of Substantial Completion and punch-list was sent to Kansas Paving. We estimate approx. 100% 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.

Very truly yours,
YOUNG & ASSOCIATES, PA

Christopher R. Young, PE
City Engineer

Attachments

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
City of Mulvane

PROJECT:
Street Improvements, to serve Phase 1
Harvest Point

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES 3

APPLICATION NO:

2

Distribution to:

OWNER
ENGINEER
CONTRACTOR

PERIOD TO: 05/14/25 thru 06/06/25

FROM CONTRACTOR:

Kansas Paving
4880 N Broadway
Wichita, KS 67219

VIA ENGINEER:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	515,468.00
2. Change by Change Orders	\$	9,117.50
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	524,585.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	524,585.50
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	52,458.55
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	52,458.55
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	472,126.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	453,626.55
8. CURRENT PAYMENT DUE	\$	18,500.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	52,458.55

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$9,117.50	
Total approved this Month		
TOTALS	\$9,117.50	\$0.00
NET CHANGES by Change Order	\$9,117.50	

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 payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Kansas Paving

By: [Signature] Date: 6/11/25

State of: Kansas County of: Sedgwick
Subscribed and sworn to before me this 11th day of June, 2025
Notary Public: Lorilyn Bunnell
My Commission expires: 4-25-29

LORILYN BUNNELL
Notary Public - State of Kansas
My Appl. Expires 4-25-29

ENGINEER'S CERTIFICATE FOR PAYMENT

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 quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 18,500.40

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: [Signature] Date: 6/11/25

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Date: Wednesday, June 04, 2025
Time: 11:39:03AM
User: 002

KANSAS PAVING

Page: 2 of 3
Report: BI450.rpt

City of Mulvane - Phase 1 Harvest I
Project 7327

Application Number 000001
Application Date 6/6/2025

Period From 5/14/2025
Period To 6/6/2025

Architect's Projec
Invoice Number

Company 001

A	B	C	D	E	F	G	H	I	
Item Number	Description of Work	Scheduled Value	W O R K C O M P L E T E D			Completed & Stored To Date (D + E + F)	% (G / C)	Balance To Finish (C - G)	Retainage
			Previous Application	This Application Work in Place	Stored Materia (Not in D or E)				
000001	6" ASPHALTIC CONC PAVEMENT	29,484.00	29,484.00	0.00	0.00	29,484.00	100.00	0.00	2,948.40
000002	5" ASPHALTIC CONC PAVMENT	166,139.80	166,139.80	0.00	0.00	166,139.80	100.00	0.00	16,613.98
000003	8" REINF CRUSHED ROCK SUB-GRADE	21,008.90	21,008.90	0.00	0.00	21,008.90	100.00	0.00	2,100.89
000004	5" REINF CRUSHED ROCK SUB-GRADE	86,993.60	86,993.60	0.00	0.00	86,993.60	100.00	0.00	8,699.36
000005	2'-6" COMBINED C&G (6" STD)	13,033.00	13,033.00	0.00	0.00	13,033.00	100.00	0.00	1,303.30
000006	2'6" COMBINED C&G (3-5/8" ROLL-BACK)	35,878.40	35,878.40	0.00	0.00	35,878.40	100.00	0.00	3,587.84
000007	2'-6" COMBINED C&G (6-5/8" MEDIAN)	4,518.80	4,518.80	0.00	0.00	4,518.80	100.00	0.00	451.88
000008	7" REINF CONCRETE VALLEY GUTTER	29,472.00	29,472.00	0.00	0.00	29,472.00	100.00	0.00	2,947.20
000009	EARTHWORK	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00	0.00	450.00
000010	EXISTING AC PAVEMENT REMOVAL	1,189.50	1,189.50	0.00	0.00	1,189.50	100.00	0.00	118.95
000011	LIGHT-TYPE STONE RIP-RAP ON GEOTEXTILE L	1,260.00	1,260.00	0.00	0.00	1,260.00	100.00	0.00	126.00
000012	GRAVEL SURFACE (TEMPORARY CUL-DE-SAC)	11,640.00	6,984.00	4,656.00	0.00	11,640.00	100.00	0.00	1,164.00
000013	TYPE 1A CURB INLET HOOKUPS	6,600.00	6,600.00	0.00	0.00	6,600.00	100.00	0.00	660.00
000014	TYPE 3 BARRICADES	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00	0.00	500.00
000015	STREET SIGNS	8,800.00	0.00	8,800.00	0.00	8,800.00	100.00	0.00	880.00
000016	PVMT MARKING (THERMOPLASTIC) (WHITE) (6)	700.00	0.00	700.00	0.00	700.00	100.00	0.00	70.00
000017	PVMT MARKING SYMBOL (THERMOPLASTIC) (WHIT	1,400.00	0.00	1,400.00	0.00	1,400.00	100.00	0.00	140.00
000018	HANDICAP RAMPS	5,400.00	5,400.00	0.00	0.00	5,400.00	100.00	0.00	540.00
000019	SEEDING AND EROSION CONTROL	9,200.00	9,200.00	0.00	0.00	9,200.00	100.00	0.00	920.00
000020	SITE CLEARING AND RESTORATION	73,250.00	73,250.00	0.00	0.00	73,250.00	100.00	0.00	7,325.00

Date: Wednesday, June 04, 2025
 Time: 11:39:03AM
 User: 002

KANSAS PAVING

Page: 3 of 3
 Report: BI450.rpt

City of Mulvane - Phase 1 Harvest I
 Project 7327

Application Number 000001
 Application Date 6/6/2025

Period From 5/14/2025
 Period To 6/6/2025

Architect's Projec
 Invoice Number

Company 001

A	B	C	D	E	F	G	H	I	
Item Number	Description of Work	Scheduled Value	W O R K C O M P L E T E D			Completed & Stored To Date (D + E + F)	%	Balance To Finish (C - G)	Retainage
			Previous Application	This Application Work in Place	Stored Materia (Not in D or E)				
000102	CO2 - RR CONC VG N SIDE GARNET/QUARTZ	9,117.50	9,117.50	0.00	0.00	9,117.50	100.00	0.00	911.75
	** Total	524,585.50	504,029.50	20,556.00	0.00	524,585.50	100.00	0.00	52,458.55
	*** Total Project	524,585.50	504,029.50	20,556.00	0.00	524,585.50	100.00	0.00	52,458.55
	*** Total Tax	0.00	0.00	0.00	0.00	0.00			
	*** Total Deposit Appli	0.00	0.00	0.00	0.00	0.00			