

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Monday July 21, 2025

Page

Call Regular Meeting to Order

Roll Call

Pledge of Allegiance

Approval of Regular Meeting Minutes dated July 7, 2025

2-6

Correspondence

Public Comments (State Name and Address – 5 minutes)

Appointments, Awards and Citations

1. Dear Neighbor Day Proclamation – Marsha Landis

7

OLD BUSINESS:

NEW BUSINESS:

1. Engagement Letter with FORVIS for 2024 Audit – Debbie Parker

8-19

2. Resolution Authorizing a Special Event for MOS – Joel Pile

20-25

3. Accept Dedications to Plat for 111th Estates – Joel Pile

26-29

4. Resolution Authorizing Construction and Issuance of GO Bonds for SS Phase 4 – J.T. Klaus

30-34

ENGINEER:

1. Styx Creek Boundary Survey Agreement with BHC

35-46

2. English Park Pedestrian Bridge Notice of Award

47-51

3. Emerald Valley 2nd Addition - Change Order #1 from Pearson Const – Additional Time

52-54

4. Emerald Valley 2nd Addition - Change Order #2 from Pearson Const – Storm Sewer Inlets

55-57

5. Project Review and Update

58-59

CITY STAFF:

City Clerk

City Administrator

City Attorney

CONSENT AGENDA:

60-68

1. Payroll dated 7/18/25 – \$291,589.60

2. June Warrant Register - \$2,217,181.50

3. Purchase of Ferric Chloride from Brenntag for WWTP - \$19,000

ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:

There will be no Council Workshop for July.

Next City Council Meeting – Monday, August 4, 2025 – 6:00 p.m.

ADJOURNMENT:

**MULVANE CITY COUNCIL
REGULAR MEETING MINUTES**

July 7, 2025

6:00 p.m.

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

COUNCIL MEMBERS PRESENT: Grant Leach, Trish Gerber, Todd Leeds.

OTHERS PRESENT: Austin St. John, Debbie Parker, J. T. Klaus, Joel Pile, Mike Robinson, Chris Young, Gordon Fell, Rachael Blackwell, Sherry Leach, Robert Little, John Ross, and other interested citizens.

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

APPROVAL OF REGULAR MEETING MINUTES:

MOTION by Leach, second by Gerber to approve the Regular meeting minutes dated June 16, 2025.

MOTION approved unanimously.

CORRESPONDENCE: None

PUBLIC COMMENTS: Residents from Emerald Valley Estates, Robert Little and John Ross, advised of an unkept lot at 841 Opal Ct. with tall grass and weeds. Communication attempts with the property owner have been unsuccessful in getting the lot mowed. The council asked about contacting the HOA for assistance. City Attorney, J.T. Klaus, explained the City's process for nuisance abatement and assessing the property for any maintenance or weed control performed by the City.

Little and Ross also advised they have witnessed motorcycles in the area doing burnouts, speeding and reckless driving. The Police have been called regarding this problem and have issued a citation. It was asked if this was occurring at certain times. The Police will continue to monitor the situation.

APPOINTMENTS, AWARDS AND CITATIONS:

1. 10-Year Service Award for Rachael Blackwell:

Mayor Allen presented a 10-year service award to Finance Director, Rachael Blackwell, and thanked her for her dedicated service.

OLD BUSINESS

None

NEW BUSINESS

1. Request for Transient Guest Tax Funds from Fuel True:

Fuel True Director of Events, Lori Desch-Ranallo, submitted an application for Transient Guest Tax funds in the amount of \$2,000. Fuel True Independent Energy and Convenience Association is holding their annual convention September 22 – 24, 2025. Activities for the convention will be held at local and surrounding locations including Wyldewood Cellars and the Kansas Star Casino.

To help promote Mulvane and direct individuals into town, the council would like information about the City provided to anyone requesting TGT funds. It was advised that Visit Mulvane Brochures are made available.

MOTION by Gerber, second by Leach to authorize the City Administrator to approve the 2025 request from Fuel True Independent Energy and Convenience Association for Transient Guest Tax funds in the amount of \$2,000.

MOTION approved unanimously.

2. Request for Transient Guest Tax Funds from Kansas Star Casino:

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

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

Then in 2022, the City Council amended the “Transient Guest Tax” Resolution. The amendment increased the Transient Guest Tax from 5% to 8% of gross receipts. The amendment restated the city’s intent to grant priority to request funds for convention and tourism to the Kansas Star for the first 5% of annual gross receipts. This priority will remain in effect until use of the Transient Guest Tax Funds by the Kansas Star reaches \$3,800,000. With the 2025 request of \$400,000.00 the total distribution to date is \$3,417,000. City Attorney, J.T. Klaus, advised that this is not a legally binding obligation.

MOTION by Leach, second by Gerber to authorize the City Administrator to approve the 2025 request from the Kansas Star Casino for Transient Guest Tax funds in the amount of \$400,000.00.

MOTION approved unanimously.

3. Set Public Hearing Date for RNR and 2026 Budget:

Finance Director, Rachael Blackwell, presented this item to the council. The last day to notify the County Clerk of intent to exceed the Revenue Neutral Rate (RNR) is July 20th. The City must provide the County Clerk with the proposed tax rate and hearing information. The County Clerk must send notice to each taxpayer with property in the taxing subdivision of the intent to exceed the revenue neutral rate at least 10 days in advance of the public hearing. Notice of the public hearing must be published on the city website and in the newspaper at least 10 days in advance of the revenue neutral rate hearing. The hearing can be no earlier than August 20th and no later than September 20th. The City can choose to combine the notification for both the RNR Hearing and the Budget Hearing into one notice if all elements for both hearings are contained in the notice.

MOTION by Leeds, second by Leach to authorize the Finance Director to notify the County of the City of Mulvane's intent to exceed the Revenue Neutral Rate and the proposed tax rate of 57.300 mills.

MOTION approved unanimously.

MOTION by Leeds, second by Leach to set the Revenue Neutral Rate Public Hearing and the 2026 Budget Public Hearing for Wednesday, September 3rd, 2025 at 6:00 p.m. at Mulvane City Hall.

MOTION approved unanimously.

It was mentioned that the Land Bank will also need to hold a Budget Public Hearing. City Attorney, J. T. Klaus, explained the different responsibilities and functions of the Land Bank, Public Building Commission, and the Mulvane Housing Authority.

4. Station 1 Lift Station:

Public Safety Director, Gordon Fell, presented this item to the council. Station 1 has had ongoing issues with the sewer lift system, causing backups inside the station with no warning. FTC Equipment LLC has provided a quote for the repair/replacement of the sewer lift system in the amount of \$12,685.00.

MOTION by Leach, second by Leeds to approve the quote from FTC Equipment LLC in the amount of \$12,685.00.

MOTION approved unanimously.

ENGINEER

1. Main "A" Sanitary Sewer Improvements Phase 4:

Apex Excavating is scheduled to complete Phase 3 of the Main "A" Sanitary Sewer Improvements in July. Apex asked if the City was interested in negotiating a price for Phase 4. The City was interested in receiving a preliminary cost which could save remobilization costs and expedite completion of the Main "A" Improvements. Young prepared preliminary plans for Phase 4 and has been working with Apex on cost estimates. Apex has provided a base bid for Phase 4 in the amount of 1,464,995.00 with an add Alternate A Bid for pavement construction for streets, valley gutters, and curb and gutters for a cost of \$225,450.00, making the total with the Add Alternate A bid, \$1,690,445.00. The total from Apex was less than the engineer's cost estimate. If the council desires to accept the proposal from Apex and not bid the project, staff will prepare the necessary Agreement and Bond forms for execution by Apex.

Young indicated that this will be the final phase of the Project and will be a dedicated line from Settler's Addition to Ralph Bell Park.

MOTION by Leach, second by Gerber that the City issue a Notice of Award to Apex Excavating for constructing Phase 4 of the Main "A" Sanitary Sewer Improvement Project.

MOTION approved unanimously.

City Administrator, Austin St. John, advised the council that staff will be working on the bond paperwork to finance the Project for their review and consideration.

2. Project Review and Update:

Main “A” Sanitary Sewer Improvements Phase 3 – Apex has completed SS installation to the north side of Emery St. on Third Ave. Warranty work on pavements at Bridge St. and Boxelder is scheduled to begin on 7/16/25. Westbound traffic on Bridge St. will be closed from 7/16/25 to approximately 7/28/25.

Phase 1 Harvest Point – Kansas Paving and McCullough Excavation are working on their punch-list items.

Emerald Valley Estates 2nd Addition – McCullough Excavation is finishing grading work. Pearson Construction has completed concrete curb and gutter, inlet hookups, asphalt pavement and signage installations.

English Park Pedestrian Bridge – Bid documents have been prepared and sent. Several bridge manufacturers have expressed an interest in the project. Bid opening is scheduled for Tuesday, July 8th.

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: Austin St. John provided information and cost estimates to the council for the All-Employee Christmas Party. The total estimated cost will be approximately \$16,500. St. John asked for a consensus from the council to continue planning the Christmas Party.

The council asked about sponsorships to help with the cost of the party or if Transient Guest Tax Funds could be used. It was determined that sponsorships were not favorable, however, the Committee could request TGT for \$2,000, which is the same limit for other events. It was the consensus of the council to proceed with planning the Event.

City Attorney: J. T. Klaus explained the origin of the two grinder pumps at the Fire Station was to consider building a real commercial lift station on the theory that the property on the other side of K-15 would develop if it had access to sewer. The theory at the time was that this would last 20 years and by then we would need to put in a real commercial lift station for the development.

CONSENT AGENDA ITEMS:

MOTION by Leach, second by Gerber to approve consent agenda items 1-5.

1. Payroll Dated 6/20/25 - \$300,454.29
2. Payroll Dated 7/3/25 - \$291,914.90
3. City Utility Bills for May - \$20,628.02
4. Pay Appl. #1 from Pearson Const. for Emerald Valley Estates 2nd Addn. - \$78,237.72
5. Pay Appl. #2 from Apex Const. for Main “A” SS Phase 3 - \$166,504.50

MOTION approved unanimously.

ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:

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

ADJOURNMENT:

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

MOTION approved unanimously at 7:15 p.m.

Minutes by:

Debra M. Parker, City Clerk

Minutes approved by the City Council _____.

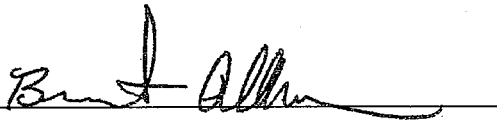
PROCLAMATION

WHEREAS The Adorers of the Blood have faithfully served the City of Mulvane for 75 years through their ministry at Villa Maria.

WHEREAS This congregation is dedicated to service of their neighbors and believe that all people, regardless of their differences, are part of one community and serve respect and support, especially in their times of need.

WHEREAS We can all learn from their shining example of selflessness and community spirit.

THEREFORE in recognition of their achievements and as an inspiration to others, I Mayor Brent Allen proclaim August 9, 2025 as Dear Neighbor Day.



Brent Allen, Mayor



City Council Meeting
July 21, 2025

To: Mayor & City Council
From: Debra Parker/ City Clerk
Re: Engagement Letter from Auditors for 2024 Annual Audit
Action: Approve Engagement Letter from FORVIS

Background:

As per City Council instructions, every four years city staff develops a Scope of Service and Request for Proposal to perform the annual city audit. In May 2022, the RFP was sent to eight (8) CPA firms. One firm submitted a proposal. (FORVIS, LLP)

Analysis:

The proposal requested bids for four years. FORVIS, LLP submitted the following bid:

2022 Audit	\$37,750
2023 Audit	\$40,395
2024 Audit	\$43,225
2025 Audit	7% increase (Approx. \$46,255)

At the 8/1/22 City Council meeting the council accepted the proposal from FORVIS, LLP to provide the annual city audit services through 2025.

Financial Considerations:

In accordance with the bid submitted by FORVIS, the fee for the City's 2024 annual audit is \$43,225. Funds are available in the Budget and Audit Services Line item in Administration, Electric, Water, and Wastewater annual budgets.

Legal Considerations:

In order to comply with the cash basis and budget laws of the State of Kansas, an annual engagement letter must be signed for these audit services. Letter is attached.

Recommendation:

Motion to approve the engagement letter from FORVIS MAZARS, LLP for the 2024 annual City audit in the amount of \$43,225.

July 14, 2025

City Council
Mr. Brent Allen
City of Mulvane Mayor
211 North 2nd
Mulvane, Kansas 67110

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

CITY OF MULVANE, KANSAS

- Audit Services for the year ended December 31, 2024

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

The fee for our services will be \$43,225.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will issue progress billings during the course of our engagement.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of CITY OF MULVANE, KANSAS.

BY _____
Brent Allen, Mayor

DATE _____

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

CITY OF MULVANE, KANSAS as of and for the year ended December 31, 2024

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

You have informed us that the audited financial statements are expected to be presented along with management's Annual Comprehensive Financial Report (ACFR). Management is responsible for the other information included in the ACFR. The other information comprises the ACFR but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether the combining and individual fund financial statements and schedules ("supplementary information") is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will also provide you with the following nonattest services:

- Assisting with the preparation of the ACFR
- Preparing depreciation schedules based on your assignment of depreciable lives and methods
- Proposing for your review and approval the adjusting entries to convert your cash-basis accounting records to accrual-basis accounting records. Management is responsible for the propriety of the accrual adjustments
- Preparing a draft of the supplementary information

Michael Gerber is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report upon completion of our audit, addressed to the following parties:

Entity Name	Party Name
CITY OF MULVANE, KANSAS	City Council

The following apply for the audit services described above:

Our Responsibilities	<p>We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). We will exercise professional judgment and maintain professional skepticism throughout the audit.</p> <p>We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.</p>
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We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
 - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
 - Distribution of audit reports to any necessary parties

Required Supplementary Information

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel. We understand and agree all payments by you are subject to annual appropriation as required by law.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This

contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. Subject to the limitation of law. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Kansas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g.,

business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, i.e., Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

16. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your

personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement. We understand and agree Our reports will be used to satisfy annual reporting requirements for Electronic Municipal Market Access ("EMMA").

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.

23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.

25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.

28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

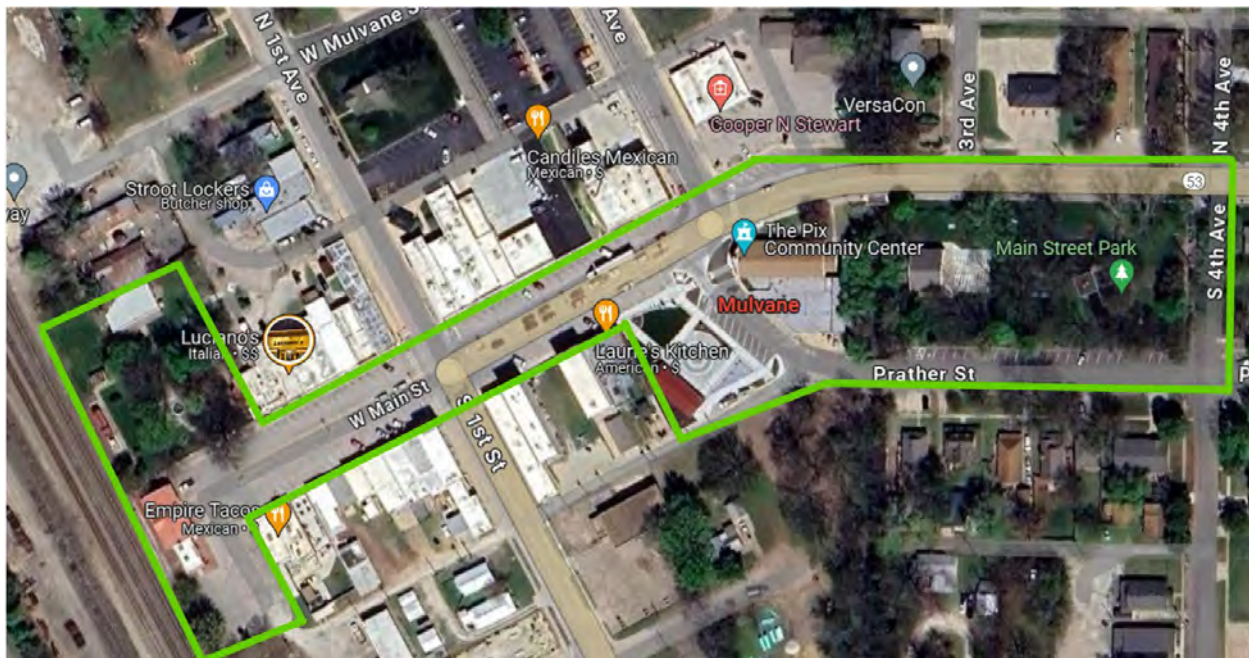
**City Council Meeting
July 21, 2025**

To: Honorable Mayor Allen and City Council

Fr: Joel Pile, Planning & Zoning Administrator

Subject: Authorization of a special event on city property for the sale and service of alcoholic liquor and cereal malt liquor

Background: The 152nd Annual Mulvane Old Settlers Celebration (MOS) will be held August 21-24, 2025. MOS consists of numerous events and activities generally held in the Mulvane Downtown and adjacent rodeo grounds. On Friday, August 22 & Saturday, August 23, 2025, the City, Chamber of Commerce, Twin Valley and Kansas Star Casino will jointly sponsor two Downtown Street Dances. The 2025 Street Dances will feature Steel Scarecrow & Jet City Band who will perform on a stage located near the historical depot from 9pm to midnight. The Mulvane Chamber of Commerce has made application to the City for a “Special Event” to offer for sale, sell, and serve alcoholic liquor and cereal malt beverages on Friday, August 22 & Saturday, August 23, 2025 from 12:00 noon to 12:00 midnight each day in a designated area consisting of the 200 block of West Main Street east to and including portions of 4th Street, Prather Street, Nessly Auto Park, Main Street Park and Cobb Family Historical Park, all depicted in map below.



The Special Event Premises includes public property (streets, parks, and sidewalks) owned by the City which requires a designation of a “Special Event” to allow the consumption of alcoholic beverages under Section 600.150 and Section 600.180 of the Code of the City of Mulvane.

Legal Consideration: City Code makes provision for the issuance of temporary permits but does not normally allow the consumption of any alcoholic liquor or cereal malt beverage on public property within the City, except during “Special Events” of a specified time, place, and duration, upon approval by the governing body of the City. Approving a Resolution would designate the MOS Downtown Steet Dance as a “Special Event” and authorize the Mulvane Chamber of Commerce and any lawfully licensed permit holder to offer for sale, sell and serve alcoholic liquor and cereal malt beverages on the Special Event Premises during the specified time and duration of said event. The Resolution shall be governed by and construed in accordance with the applicable laws of the State of Kansas.

Financial Consideration: Any and each applicant requesting a Temporary Event License shall pay the City, at the time of application, the required license tax (\$25 per day) as provided for in Section 100.240 of the Code of the City of Mulvane. In addition, per K.S.A. 41-1201 each applicant must electronically submit a state fee of \$25 per day for a State Temporary Event License. Both a City Temporary License and Kansas Temporary Permit are required to offer for sale, sell and serve on the Special Event Premises.

Recommendation:

Motion to approve Resolution No. 2025-5 authorizing a Special Event Premises on public property in connection with the community’s Old Settlers Celebration for the sale and service of alcoholic liquor and cereal malt liquor within the city limits and closing portions of Main Street, 4th Street and Prather Street to vehicular traffic during the specified Special Event.

RESOLUTION NO. 2025-5

A RESOLUTION OF THE CITY OF MULVANE, KANSAS AUTHORIZING A SPECIAL EVENT ON CITY PROPERTY IN CONNECTION WITH THE COMMUNITY'S OLD SETTLERS DAYS CELEBRATION FOR THE SALE AND SERVICE OF ALCOHOLIC LIQUOR AND CEREAL MALT LIQUOR WITHIN THE CITY LIMITS AND STREET CLOSING.

WHEREAS, K.S.A. 41-1202 authorizes the Director of the Kansas Department of Revenue - Alcoholic Beverage Control Division (the "ABC Director") to issue a temporary permit (the "Temporary Permit") to any one or more persons or organizations to offer for sale, sell and serve alcoholic liquor or cereal malt beverage for consumption on unlicensed premises, which may be open to the public; and

WHEREAS, The Mulvane Chamber of Commerce, Inc., a Kansas not-for-profit corporation, has made an application to the City for a "Special Event" to offer for sale, sell and serve alcoholic liquor and cereal malt beverages on Friday, August 22, 2025 and Saturday, August 23, 2025 from 12:00 noon to 12:00 midnight each day in the designated area consisting of all of West Main Street (including Main Street east to and including the 4th Avenue intersection), Prather Street (from Main Street east to and including the 4th Avenue intersection), 4th Avenue (from Main Street to Prather), Nessly Auto Park, Main Street Park, and the Cobb Family Historical Park, all depicted on Exhibit A attached hereto (the "Special Event Premises"); and

WHEREAS, the Special Event Premises is located entirely within the corporate limits of the City; and

WHEREAS, the Special Event Premises includes public property owned by the City, such that the designation of a "Special Event" by the City is required in order to allow consumption of alcoholic beverages under Section 600.150 and Section 600.180 of the Code of the City of Mulvane, Kansas (the "Code").

WHEREAS, the Code makes provision for the issuance of temporary permits but does not normally allow the consumption of any alcoholic liquor or cereal malt beverage on public property within the City, except during "Special Events" of a specified time, place, and duration, upon approval by the governing body of the City; and

WHEREAS, the governing body desires to approve a "Special Event" as requested by The Mulvane Chamber of Commerce, Inc. and authorizes The Mulvane Chamber of Commerce, Inc. and any lawfully licensed permit holder to offer for sale, sell and serve alcoholic liquor and cereal malt beverages, on the Special Event Premises, as provided for by State Law for the sale of alcoholic liquor, as, if and when approved by the ABC Director.

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

SECTION 1. Authorization of Special Event. The City authorizes a “Special Event” on Friday, August 22, 2025 and Saturday, August 23, 2025, where all proper licensees are authorized to offer for sale, sell and serve alcoholic liquor and enhanced cereal malt beverages from 12:00 noon to 12:00 midnight, within the Special Event Premises, provided each licensee complies with all other requirements of Kansas and local law at all times (the “Special Event”).

SECTION 2. Street Closure. All of West Main Street (including Main Street east to and including the 4th Avenue intersection), Prather Street (from Main Street east to and including the 4th Avenue intersection), 4th Avenue (from Main Street to Prather) (compromising a portion of the Special Event Premises) shall be closed to vehicular and through traffic from at least Friday, August 22, 2025 and Saturday, August 23, 2025 from 12:00 noon to 12:00 midnight, all as depicted on Exhibit A attached hereto, in connection with the Special Event herein authorized. City Staff is hereby authorized and ordered to take such action as reasonable and necessary in connection herewith.

SECTION 3. Display of License. This Resolution and all Temporary Permits and Kansas Liquor Licenses shall be placed conspicuously at the entrance to the Special Event Premises by Temporary Permit holders and adjacent drinking establishments seeking to extend their licensed premises during the Special Event.

SECTION 4. Governing Law and Effective Date. This Resolution shall be governed by and construed in accordance with the applicable laws of the State of Kansas and shall take effect from and after its adoption and approval, provided that the ABC Director and City staff issue Temporary Permits or other liquor licenses valid for the same time, location and duration as said Special Event.

[Remainder of Page Intentionally Left Blank]

RESOLVED, APPROVED AND ISSUED by the governing body of the City of Mulvane, Kansas on the 21st day of July, 2025.

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

EXHIBIT A

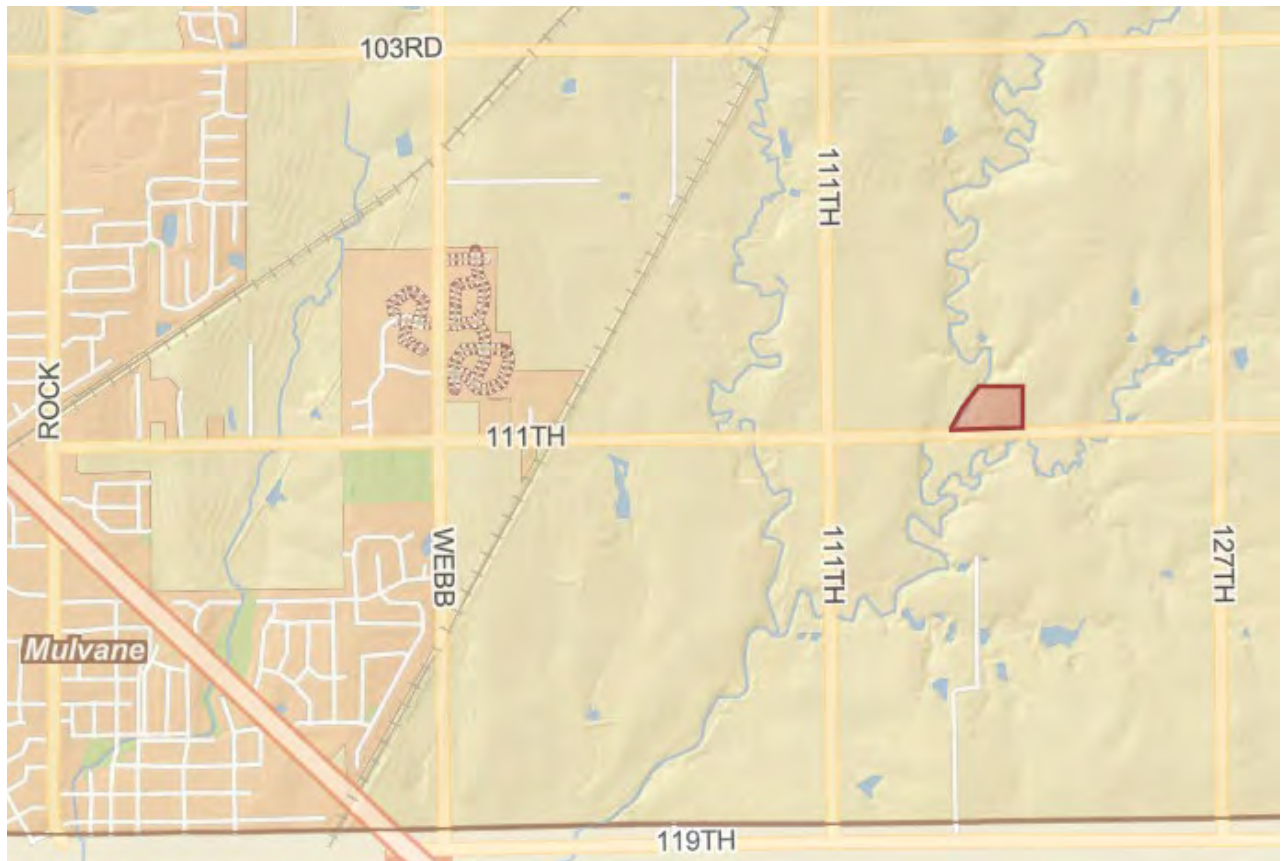


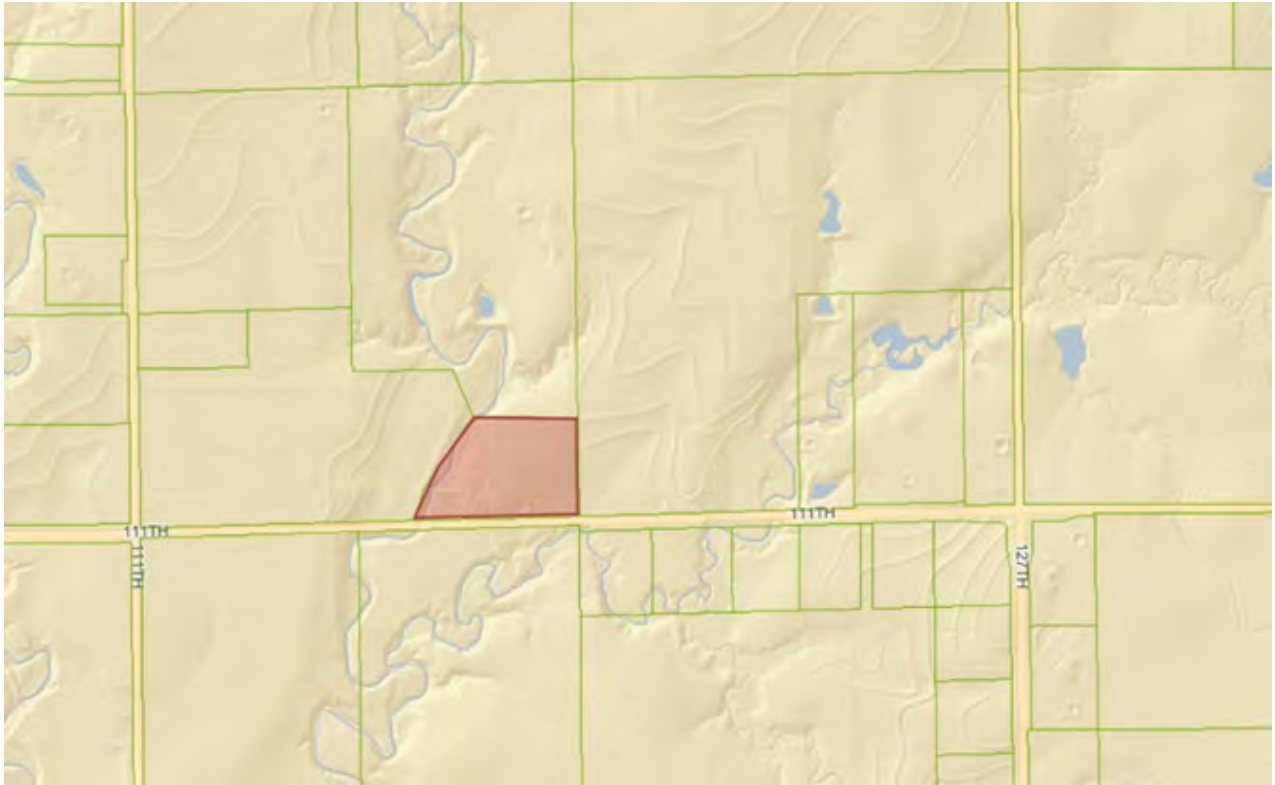
City Council Meeting
July 21, 2025

To: The Honorable Mayor Brent Allen & City Council
From: Joel Pile, Planning & Zoning Administrator
Subject: *S/D 2025-01 111th Estates Final Plat*

Name of Landowner(s): Gilbert Properties, LLC
Address: 305 S. Laura Ave, Wichita, KS 67211

Name of Subdivider/Agent: Baughman Company, P.A.
Address: 315 Ellis St, Wichita, KS





SUBDIVISION INFORMATION

1. Gross acreage of plat: 10.82 acres
2. Total number of lots: 3
3. Proposed land use for development; residential single-family homes
4. Existing zoning: SG County Rural Residential
5. Proposed zoning: SG County RR
6. Source of water supply: RWD 3
7. Method of sewage disposal: Alternative on-site sewer

The final plat was reviewed by the Subdivision Committee on June 6, 2025.

After evaluation of the final plat by various affected and interested parties including Sedgwick County Planning, the Mulvane Planning Commission voted to recommend approval of the 111th Estates Final Plat at the regular meeting on July 10, 2025.

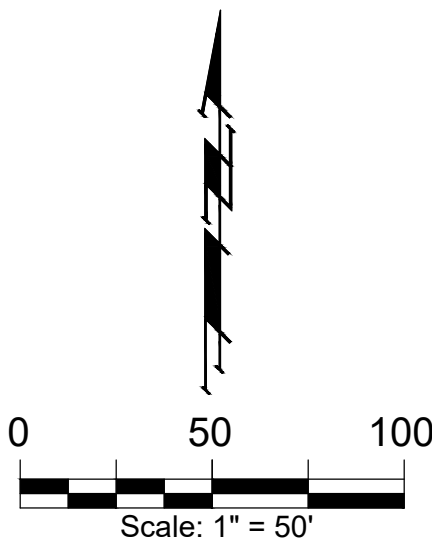
This plat is a small tract plat outside of the city limits, but within three miles of the city limits. The governing body must agree to accept the dedications, if any, shown on the plat or refer the plat back to the Planning Commission. The plat is required to go before the Sedgwick County Commission for review and acceptance of any dedications.



Sample Motion:

Having reviewed the final plat for 111th Estates filed as S/D 2025-01, I move to accept the dedications, if any, shown on this plat and authorize the Mayor to sign.

111th ESTATES
SEDGWICK COUNTY, KANSAS
SW1/4, SEC. 27, TWP. 29-S, R-2-E



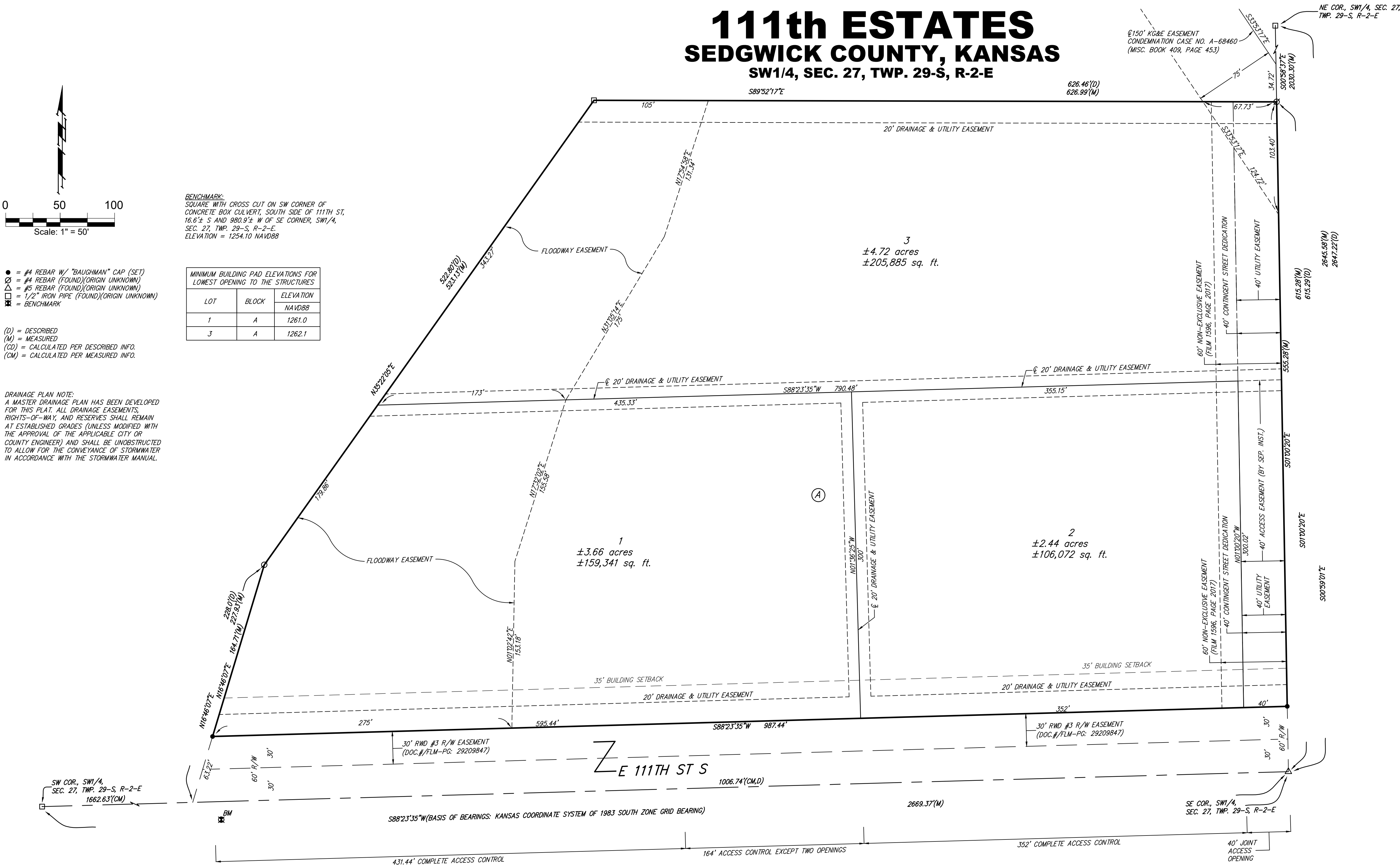
BENCHMARK:
SQUARE WITH CROSS CUT ON SW CORNER OF
CONCRETE BOX CULVERT SOUTH SIDE OF 111TH ST,
16.6'± S AND 980.9'± W OF SE CORNER, SW1/4,
SEC. 27, TWP. 29-S, R-2-E.
ELEVATION = 1254.10 NAVD88

- = #4 REBAR W/ "BAUGHMAN" CAP (SET)
- = #4 REBAR (FOUND)(ORIGIN UNKNOWN)
- △ = #5 REBAR (FOUND)(ORIGIN UNKNOWN)
- = 1/2" IRON PIPE (FOUND)(ORIGIN UNKNOWN)
- ⊠ = BENCHMARK

(D) = DESCRIBED
(M) = MEASURED
(CD) = CALCULATED PER DESCRIBED INFO.
(CM) = CALCULATED PER MEASURED INFO.

MINIMUM BUILDING PAD ELEVATIONS FOR LOWEST OPENING TO THE STRUCTURES		
LOT	BLOCK	ELEVATION NAVD88
1	A	1261.0
3	A	1262.1

DRAINAGE PLAN NOTE:
A MASTER DRAINAGE PLAN HAS BEEN DEVELOPED
FOR THIS PLAT. ALL DRAINAGE EASEMENTS,
RIGHTS-OF-WAY, AND RESERVES SHALL REMAIN
AT ESTABLISHED GRADES (UNLESS MODIFIED WITH
THE APPROVAL OF THE APPLICABLE CITY OR
COUNTY ENGINEER) AND SHALL BE UNOBSTRUCTED
TO ALLOW FOR THE CONVEYANCE OF STORMWATER
IN ACCORDANCE WITH THE STORMWATER MANUAL.

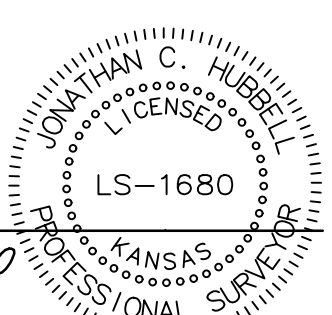


State of Kansas) SS We, Baughman Company, P.A., Surveyors in
Sedgwick County) aforesaid county and state do hereby certify that we have surveyed and
platted "111th ESTATES", Sedgwick County, Kansas and that the
accompanying plat is a true and correct exhibit of the property surveyed,
described as a tract beginning at the Southeast Corner of the Southwest
Quarter of Section 27, Township 29 South, Range 2 East of the 6th P.M.,
Sedgwick County, Kansas; thence West along the South line of said
Southwest Quarter, 1,006.74 feet; thence Northeasterly 228.0 feet with an
assumed bearing of North 18 degrees, 22 minutes, 40 seconds East;
thence Northeasterly 522.80 feet with an assumed bearing of North 36
degrees, 56 minutes, 40 seconds east; thence Southeasterly 626.46 feet
with an assumed bearing of South 88 degrees, 16 minutes East to a
point on the East line of said Southwest Quarter; thence South 615.29
feet to the point of beginning.

Existing public easements, building setbacks,
access controls, and dedications, if any, being
vacated by virtue of K.S.A. 12-512b, as amended.

Baughman Company, P.A.

Jonathan C. Hubbell, P.S. #1680



Surveyor

Know all men by these presents that we, the undersigned, have caused the land in the surveyors certificate to be platted into Lots, a Block, and a Street to be known as "111th ESTATES", Sedgwick County, Kansas. The utility easement is hereby granted to the public as indicated for the construction and maintenance of all public utilities. The drainage and utility easements are hereby granted to the public as indicated for drainage purposes and for the construction and maintenance of all public utilities. The floodway easement is hereby granted as indicated for flood protection purposes and preserving the natural drainage. No buildings shall be constructed or placed on or within said floodway easement, nor shall any fill, change of grade, creation of channel, or any other work be carried on without the permission of the Engineer for the appropriate governing body. FEMA floodplain and regulatory floodway boundaries are subject to periodic change and such change may affect the intended land use within the subdivision. The street is hereby dedicated to and for the use of the public. The contingent street dedication is hereby dedicated to and for the use of the public and shall become effective in the event, (1) the governing body having jurisdiction determines a need for the right-of-way or (2) upon annexation by the City of Mulvane. The previously described contingency shall lapse if not vested on or before September 1, 2065. Access controls shall be as depicted on the face of the plat and are hereby granted to the appropriate governing body. The Minimum Building Pad Elevations for the lowest opening to the structures shall be as indicated on the face of the plat.

Gilbert Properties, LLC,
a Kansas limited liability company

Eric Gilbert, Member

State of Kansas) SS The foregoing instrument acknowledged before me,
Sedgwick County) this _____ day of _____, 2025, by Eric Gilbert, Member of Gilbert
Properties, LLC, a Kansas limited liability company, on behalf of the limited
liability company.

_____, Notary Public

My App't. Exp. _____

We the undersigned holders of a mortgage on the
above described property, do hereby consent to this plat of "111th ESTATES",
Sedgwick County, Kansas.

Peoples Bank and Trust Company

(Title)

State of Kansas) SS The foregoing instrument acknowledged before me
Sedgwick County) this _____ day of _____, 2025, by _____,
_____ of Peoples Bank and Trust Company, on behalf of the bank.

(Title)

_____, Notary Public

My App't. Exp. _____

State of Kansas) SS This plat approved by the Mulvane City
City of Mulvane) Planning Commission on the _____ day of _____, 2025.

Dated signed: _____

_____, Chairman
Nancy Reed

ATTEST: _____, Secretary
Joel D. Pile

State of Kansas) SS The dedications shown on this plat, if any,
City of Mulvane) are hereby accepted by the governing body of the City of Mulvane, Kansas,
this _____ day of _____, 2025.

_____, Mayor
Brent Allen

ATTEST: _____, City Clerk
Debra M. Parker

State of Kansas) SS This plat approved pursuant to the provisions
City of Mulvane) of K.S.A. 12-401.

Dated signed: _____

_____, City Attorney
J.T. Klaus

This plat approved and all dedications
shown hereon accepted by the Board of Commissioners of Sedgwick
County, Kansas, this _____ day of _____, 2025.

_____, Chairman
Ryan Baty, Fourth District

ATTEST: _____, County Clerk
Kelly B. Arnold

Reviewed in accordance with K.S.A. 58-2005
on this _____ day of _____, 2025.

Tricia L. Robello, P.S. #1246
Deputy County Surveyor
Sedgwick County, Kansas

Entered on transfer record this _____ day
of _____, 2025.

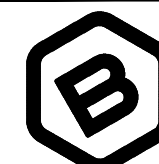
_____, County Clerk
Kelly B. Arnold

State of Kansas) SS This is to certify that this plat has been
Sedgwick County) filed for record in the office of the Register of Deeds, this _____ day
of _____, 2025 at _____ o'clock _____ M; and is duly recorded.

_____, Register of Deeds
Tonya Buckingham

_____, Deputy
Kenly Zehring

111th ESTATES



BAUGHMAN COMPANY
315 Ellis St. Wichita, KS 67211 316-262-7271
BaughmanCo.com

MULVANE CITY COUNCIL MEETING
July 21, 2025

TO: Mayor and City Council
FROM: J.T. Klaus, City Attorney & Bond Counsel
SUBJECT: Phase 4 - Main A Sanitary Sewer Improvements
ACTION: ACTION ITEM - Review/Approve Authorizing Resolution

Background:

The Main A Sanitary Sewer project is the result of a 2001 Sanitary Sewer System Analysis and a study update completed in 2021. The proposed Main A improvements provide increased capacity to address new land development in the NE area of the City and creates a second crossing of the BNSF railroad and K-15.

In November of 2022 the City modified the Main A project scope from a single construction installation to (4) four project phases. Phase 1 of the Main A SS project was bid in December of 2022 and completed and placed into service in September of 2023. Phase 2 was bid in October of 2023 and completed and placed into service in April of 2024. Phase 3 was bid in November of 2024 with Apex Excavating submitting the low bid. On July 7, 2025, the City approved using Apex Excavating on Phase 4 at an estimated cost of \$1,690,445.

The City's Financial Advisor, Raymond James & Associates, Inc. (the "Financial Advisor"), is currently recommending that the City may want to issue Bonds for the purpose of paying the costs of the Project. The proposed resolution (sometimes called a reimbursement resolution) merely preserves the ability to issue tax-exempt bonds for Phase 4.

Financial Considerations:

The Bonds, if ultimately issued, will be payable from the City's general ad valorem taxes, in the event not paid from utility revenue.

Legal Considerations:

The City has the authority to authorize (i) the Project and (ii) the proposed financing with the City's general obligation bonds.

Recommendation:

City Staff's recommendation is for the City to approve the Resolution.

Action/Sample Motion:

I move to adopt Resolution No. 2025-6 authorizing the construction of sanitary sewer improvements in the City of Mulvane, Kansas and authorizing general obligation bonds to be issued to pay certain costs of the improvements in an amount not to exceed the costs of such improvements.

RESOLUTION NO. 2025-6

A RESOLUTION AUTHORIZING THE CONSTRUCTION OF SANITARY SEWER IMPROVEMENTS IN THE CITY OF MULVANE, KANSAS AND AUTHORIZING GENERAL OBLIGATION BONDS TO BE ISSUED TO PAY CERTAIN COSTS OF THE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED THE COSTS OF SUCH IMPROVEMENTS.

WHEREAS, K.S.A. 12-617 and 12-618 (the “Act”) provide that any city having a population of less than 80,000 which has not divided the city into more than one district for sewer purposes is authorized to provide for a system of sewerage and drainage, to build and construct sewers and drains and to issue general obligation bonds to pay the cost thereof; and

WHEREAS, the City of Mulvane, Kansas (the “City”) has a population less than 80,000 and has not divided the City into more than one district for sewer purposes; and

WHEREAS, the governing body of the City finds it desirable and necessary to provide funds to pay the cost to construct Phase 4 of the City’s Sanitary Sewer Main A Project and related repairs and improvements to serve the City, at an estimated cost of \$1,690,445 (the “Sewer Improvements”) to be paid by the City from available City funds and otherwise from general obligation bonds of the City; and

WHEREAS, the governing body of the City finds and determines the Sewer Improvements are a necessary and integral part of the City’s system of sewerage and drainage authorized to be constructed under the Act.

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

Section 1. The Sewer Improvements are authorized to be made at an estimated cost of \$1,690,445, plus costs of issuance related to any financing. General obligation bonds of the City in an amount not greater than the costs approved by this resolution (less other available funds) are authorized to be issued to pay the cost of the Sewer Improvements. Temporary notes may be issued from time to time to pay for the interim financing until general obligation bonds are issued.

Section 2. The obligations authorized by this Resolution are authorized to reimburse expenditures made by the City sixty (60) days before the date of this Resolution and thereafter, as provided in United States Treasury Regulation §1.150-2.

Section 3. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED AND APPROVED by the governing body of the City of Mulvane, Kansas,
on the 21st day of July, 2025.

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Mulvane, Kansas, met in regular session, at the usual meeting place in the City on July 21, 2025, at 6:00 p.m., with Mayor Brent Allen presiding, and the following members of the governing body present:

and the following members absent:

A resolution was presented to the governing body entitled:

A RESOLUTION AUTHORIZING THE CONSTRUCTION OF SANITARY SEWER IMPROVEMENTS IN THE CITY OF MULVANE, KANSAS AND AUTHORIZING GENERAL OBLIGATION BONDS TO BE ISSUED TO PAY CERTAIN COSTS OF THE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED THE COSTS OF SUCH IMPROVEMENTS.

The Resolution was considered and discussed, and on motion of _____, seconded by _____, the Resolution was adopted by vote of the majority of all members present.

The Resolution was assigned No. 2025-6.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of the Minutes of the proceedings at the July 21, 2025 meeting of the governing body of the City of Mulvane, Kansas.

[seal]

Debra M. Parker, City Clerk

CITY COUNCIL MEETING
MULVANE, KANSAS
 July 21, 2025

TO: Mayor and City Council
SUBJECT: Styx Creek Drainage Improvements
FROM: City Engineer - Young & Associates, PA
AGENDA: ACTION ITEM – Review and Approval Survey Services Agreement 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. Drainage improvements in Styx Creek are generally recommended to be constructed beginning downstream and progressing upstream.

Analysis:

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 requested proposals for boundary survey services to establish the existing western boundary of the BNSF RR.

On June 11th, the City received a (low bid) proposal from BHC, Wichita, KS for the requested boundary survey services. A letter agreement for these services has been prepared and submitted to the City as requested.



Styx Creek, Arkansas River to Bridge St.

Financial Considerations:

BHC's lump sum fee for the requested boundary survey is \$19,500.00. The City's 2025-2029 CIP includes an estimated \$92,000 for design (including surveying services) 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.

Recommendation/Action:

Staff recommends the City Council approve an agreement with BHC for boundary surveying services as outlined in the following sample motion:

SAMPLE MOTION:

I move the City approve an agreement with BHC in the amount of \$19,500.00 for boundary survey services as requested and authorize the Mayor to sign.



July 1, 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

As outlined in the "Request for Proposals (RFP)" dated May 20, 2025, 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 existing west line of the BNSF Railroad Right-of-Way. 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 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, except to the extent those meetings are required or necessary to complete the scope of work. 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

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 and written authorization. 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. 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.



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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 any City-owned portions of 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. Notwithstanding the foregoing, Client is granted an irrevocable license to use the resulting boundary survey document for Client's intended purposes, including the design of drainage improvements adjacent to the surveyed property limits.

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.

Subject to the legal and monetary limitations of the Kansas Cash Basis and Budget Law and the Kansas Tort Claims Act, the Client shall hold the Consultant 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 parties agree to limit their liability for the Client's damages to the sum of \$20,000 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. The Consultant must comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance. The Consultant shall ensure that no person, on the grounds of race, color, or national origin, is excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity conducted under this contract. The Consultant is required to take affirmative steps to ensure that applicants and employees are treated without regard to their race, color, or national origin during all phases of the project.

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.



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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.

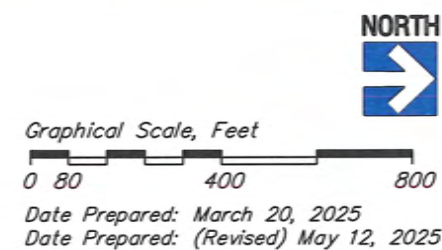
Ownership of all data, materials and documentation originated and prepared for the City of Mulvane pursuant to a contract resulting from a proposal submitted for this RFP shall belong exclusively to the City of Mulvane and be subject to public inspection in accordance with the Kansas Open Records Act.

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.



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

CITY COUNCIL MEETING
MULVANE, KANSAS
July 21, 2025

TO: Mayor and City Council
SUBJECT: Pedestrian Bridge Replacement in English Park
FROM: Young & Associates, PA - City Engineer
ACTION: Review / Approve Construction Notice of Award

Background:

The City is planning to construct a pre-manufactured steel pedestrian bridge (similar to the bridge shown in the photo, bottom right) to replace an existing wooden bridge damaged during flooding in 2016.

On November 15, 2024 conceptual plans and a KDA-DWR permit application were completed and submitted for State approval. An approved KDA-DWR permit was obtained on January 14, 2025.

Final bridge design plans and construction documents were completed on June 16, 2025 and advertised to local contractors for bids. The bridge will span ±58-ft and will be set approx. 2-ft above the 100-year BFE (per FEMA’s 2017 floodway study).

Analysis:

Construction bids were received on July 8, 2025 and tabulated (see attached bid tabulation form). Following is a summary of the bids received:

	Total Base Bid
Engineer’s Estimate	\$375,221.50
PSE Contractors, LLC	\$280,512.50
Dondlinger & Sons	\$396,490.90



Styx Creek – English Park, Photo taken May 2007



“Express” style pre-manufactured pedestrian bridge, CONTECH Bridge Solutions, a Continental Bridge brand

Outlined below is a tentative time-line for the project. Long lead-times are anticipated for bridge manufacturing. Accordingly, a 330 calendar day contract was specified in the bid documents, including a 30-day late start for issuing a NTP.

Notice of Award.....	July 21, 2025
Approve Const. Agreement.....	August 4, 2025
Notice to Proceed (30-day late start).....	September 4, 2025
Complete Shop Drawings and submit bridge order....	September 15, 2025
Perform Site Works.....	October - December, 2025
Receive and Install Bridge.....	May, 2026
Complete (120-calendar days).....	June, 2026

Financial Considerations:

Project cost opinions including project expenses were prepared in May of 2024 and totaled an estimated \$509,161. The low bid received from PSE Contractor totals \$280,512.50. Adding 35% project expenses totals

an estimated \$378,692 in project costs (approx. \$130,469 below the 2024 estimate). The project will be funded through the current 1% sales tax for infrastructure/drainage improvements.

Legal Considerations:

Per City Attorney.

Recommendation/Action:

Staff recommends accepting the low bid and issuing a Notice of Award to PSE Contractors, LLC as presented. Pending approval, a construction agreement, bond forms and insurance certificate will be prepared for Council consideration at their next regular meeting on August 4th.

Sample Motion -

I move the City issue a Notice of Award to PSE Contractors, LLC and authorize the City Administrator to sign.

Tabulation of Bids

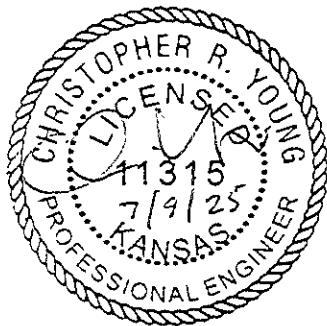
Pedestrian Bridge Improvements to serve,
English Park, Mulvane, KS

Bid Date: 07/08/2025

Pedestrian Bridge Improvements:

Item No.	Item Description	Approx. Quantity	Unit	Engineer's Estimate		PSE Contractors, LLC		Dondlinger & Sons	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	Steel Truss Pedestrian Bridge w/Bridge Abutments	1	LS	\$ 195,000.00	\$ 195,000.00	\$ 142,950.00	\$ 142,950.00	\$ 255,000.00	\$ 255,000.00
2.	Channel Grading (estimate 1,000 CY)	1	LS	30,000.00	30,000.00	15,000.00	15,000.00	15,000.00	15,000.00
3.	24" RCP Storm Sewer	20	LF	150.00	3,000.00	220.00	4,400.00	245.00	4,900.00
4.	24" RCP End Section	1	EA	3,500.00	3,500.00	2,200.00	2,200.00	2,300.00	2,300.00
5.	Curb Inlet, Type 1-A (L=5', W=3')	1	EA	12,000.00	12,000.00	9,900.00	9,900.00	8,000.00	8,000.00
6.	Light Rock Rip-Rap	15.3	SY	250.00	3,825.00	100.00	1,530.00	165.00	2,524.50
7.	Turf Mat Reinforcement	4316	SF	2.50	10,790.00	2.50	10,790.00	0.40	1,726.40
8.	4" Concrete Sidewalk w/Thickened Edge	155.7	LF	200.00	31,140.00	150.00	23,355.00	200.00	31,140.00
9.	Detectable Warning for Curb Ramp	1	LS	300.00	300.00	2,500.00	2,500.00	1,500.00	1,500.00
10.	Handicap Hand Rail	188.8	LF	175.00	33,040.00	125.00	23,600.00	155.00	29,264.00
11.	2'-6" Combined Curb & Gutter (3-5/8" Roll-Back)	23.6	LF	50.00	1,180.00	75.00	1,770.00	65.00	1,534.00
12.	Concrete Sidewalk Removal	659.2	SF	20.00	13,184.00	5.00	3,296.00	6.00	3,955.20
13.	Concrete Pad Removal	48	SF	20.00	960.00	5.00	240.00	30.00	1,440.00
14.	Asphalt Pavement Removal	32.5	SY	25.00	812.50	45.00	1,462.50	56.00	1,820.00
15.	Concrete Curb & Gutter Removal	30	LF	25.00	750.00	5.00	150.00	50.00	1,500.00
16.	Concrete Flume Removal	48	SF	20.00	960.00	5.00	240.00	30.00	1,440.00
17.	Gravel Surfacing Removal & Replacement	47.8	SY	100.00	4,780.00	55.00	2,629.00	21.00	1,003.80
18.	Seeding and Erosion Control BMP's	1	LS	5,000.00	5,000.00	9,500.00	9,500.00	2,443.00	2,443.00
19.	Site Clearing and Restoration	1	LS	25,000.00	25,000.00	25,000.00	25,000.00	30,000.00	30,000.00

Total Estimated Base Bid \$ 375,221.50



Acknowledge Receipt of Addendum No. 1

✓

Acknowledge Receipt of Addendum No. 2

✓

Receipt of 5% Bid Bond

✓

Total Base Bid

\$ 280,512.50

✓

✓

✓

\$ 396,490.90

NOTICE OF AWARD

**TO: PSE Contractors, LLC
3512 W. Pawnee St.
Wichita, Kansas 67213**

**PROJECT: PEDESTRIAN BRIDGE IMPROVEMENTS TO SERVE, ENGLISH
PARK, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS**

You are notified that your bid dated July 8, 2025 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a Contract for the above PROJECT.

The Contract Price of your Contract is Two Hundred Eighty Thousand Five Hundred Twelve Dollars and 50/100 (\$280,512.50) (Total Base Bid).

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

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by July 31, 2025.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover page.
2. You must deliver with the executed Agreement the Contract Security Bonds as specified in the Instructions to Bidders and General Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Dated this ____ day of _____ , 2025.

City of Mulvane, Kansas
OWNER

By: _____
Austin St. John
City Administrator

ACCEPTANCE OF AWARD

CONTRACTOR

By: _____

Title: _____

Date: _____

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

TO: Mayor and City Council
SUBJECT: Emerald Valley Estates 2nd Addition Infrastructure
FROM: City Engineer - Young & Associates, PA
AGENDA: ACTION ITEM – Review/Approve Change Order No. 1 with Pearson Construction, LLC

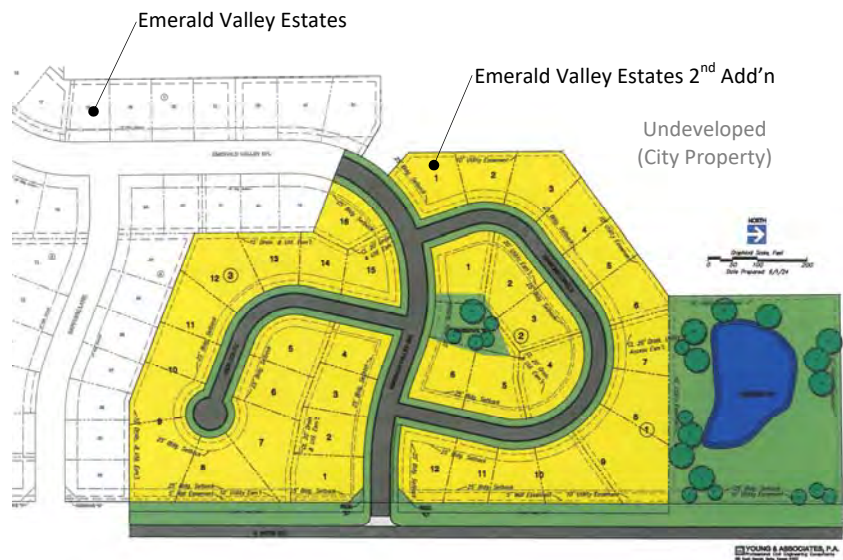
Background:

On May 20th, 2024 the City Council approved plat dedications for Emerald Valley Estates 2nd Addition. This re-plat of Phases 3 and 4, Emerald Valley Estates will create 36 lots, open space reserves and a detention pond reserve. Design plans for Street Improvements were completed and advertised for bids on March 14, 2025. Bids were opened on April 3rd, with the low bid submitted by Pearson Construction, LLC. On May 5th the City approved a Notice to Proceed with Street Improvements.

Analysis:

During the pre-construction meeting, the City requested to delay the start of street construction to allow some time for Public Works crews to complete electric installations inside street ROW. Above average rainfall was then experienced in June further impacting Pearson's street construction schedule.

The original contract time for street construction was 60-calendar days. Pearson has requested adding 26-calendar days to their contract time, extending their Substantial Completion date from July 5th to July 31st.



Financial Considerations:

The current contract amount for street construction by Pearson Construction, LLC is \$379,969.30. All project costs are paid 100% by the development through special assessment property taxes.

Legal Considerations:

Per City Attorney.

Recommendation/Action:

City staff recommends approving the additional 26-calendar days for street construction as requested and outlined in the following sample motion:

Sample Motion:

I move the City approve Change Order No. 1 with Pearson Construction, LLC as presented for additional contract time and authorize the Mayor to sign.

CONTRACT CHANGE ORDER NO. 1

Project: Street Improvements to serve,
Emerald Valley Estates 2nd Addition, City of Mulvane, Sedgwick County, Kansas

Y&A Project No.: 24-504

Contractor: Pearson Construction, LLC
2901 N. Mead
Wichita, Kansas 67219

Date: July 21, 2025

1. The following changes were made to the CONTRACT DOCUMENTS:
The NTP established a contract start date of 5/6/25 and set the Substantial and Final Completions dates at 7/5/25 and 8/5/25 respectively. The construction start date was delayed approx. 7 days to allow time for Public Works to complete electric line installations and above-average rainfall was experienced in June. As a result the Contractor has requested to extend their contract time by 26-days (see attached email).
2. The following changes are hereby made to the CONTRACT AMOUNT:
No changes in the Contract Amount.
3. The following changes are hereby made to the CONTRACT TIME:
Add twenty-six (26) calendar days to the Contract Time.

Current Total Contract Time (per Base Bid) = 60 Calendar Days

Original Contract Start Date = May 6, 2025

Current Substantial Completion Date = July 5, 2025

Revised Total Contract Time (due to Change Order No. 1) = 86 Calendar Days

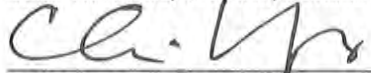
Revised Substantial Completion Date = July 31, 2025

CHANGE ORDER AUTHORIZATION:

Change Order No. 1 Requested by:
CONTRACTOR


Pearson Construction, LLC
2901 N. Mead, Wichita, Kansas 67219
Date 7/15/25

Change Order No. 1 Recommended by:
RESIDENT PROJECT REPRESENTATIVE


Young & Associates, PA,
100 S. Georgie, Derby, Kansas 67037
Date 7/16/25

Change Order No. 1 Accepted by:
OWNER

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

Young & Associates, PA

From: Michael O'Gorman <mogorman@pearsonconstructionllc.com>
Sent: Monday, June 30, 2025 9:58 AM
To: Young & Associates, PA
Cc: Terry Dvorak; Jacob Coy; Damon Wilson; Nathan Adams
Subject: RE: Updated Schedule for Emerald Valley

Morning Ky,

I hope this message finds you well.

I am writing to formally request additional days to complete the paving project currently underway at Emerald Valley. Despite our team's best efforts to remain on schedule, the delay in start due to the electrical work and unforeseen circumstances such as excess rainfall and numerous recovery days in the month of June, have impacted our timeline.

To ensure the quality and safety of the final product, we are requesting an extension of 19 additional working days putting the completion day on July 31st (Weather Permitting). We believe this additional time will allow us to complete the work to the highest standard without compromising efficiency or workmanship.

We appreciate your understanding and continued support. Please let us know if you require any further details or would like to discuss this request further.

Thanks,



From: Young & Associates, PA <engineering@yngpa.com>
Sent: Monday, June 30, 2025 9:49 AM
To: Michael O'Gorman <mogorman@pearsonconstructionllc.com>
Cc: Terry Dvorak <tdvorak@pearsonconstructionllc.com>; Jacob Coy <JCoy@mulvane.us>; Damon Wilson

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

TO: Mayor and City Council
SUBJECT: Emerald Valley Estates 2nd Addition Infrastructure
FROM: City Engineer - Young & Associates, PA
AGENDA: ACTION ITEM – Review/Approve Change Order No. 2 with Pearson Construction, LLC

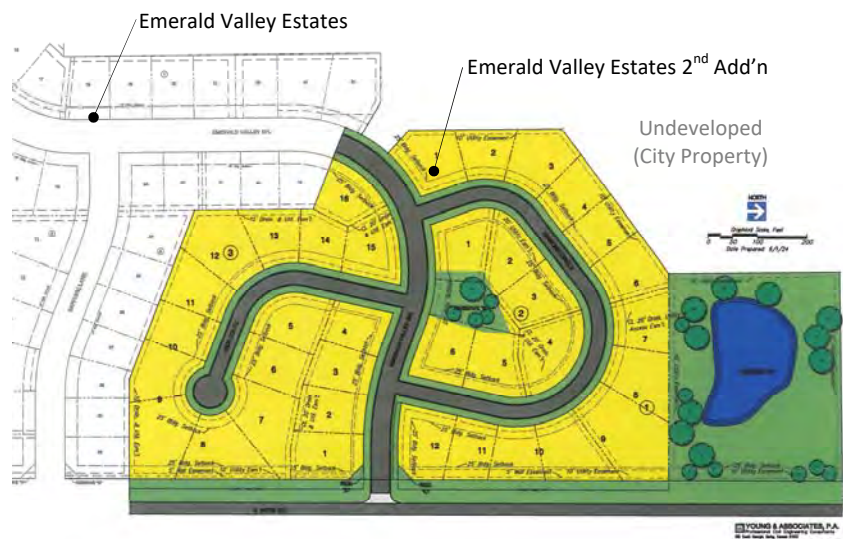
Background:

On May 20th, 2024 the City Council approved plat dedications for Emerald Valley Estates 2nd Addition. This re-plat of Phases 3 and 4, Emerald Valley Estates will create 36 lots, open space reserves and a detention pond reserve. Design plans for Street Improvements were completed and advertised for bids on March 14, 2025. Bids were opened on April 3rd, with the low bid submitted by Pearson Construction, LLC. On May 5th the City approved a Notice to Proceed with Street Improvements.

Analysis:

Storm sewer inlets were constructed by McCullough Excavating as part of the Grading and Utility Improvements for the development. Inlet tops were set on flat grades, similar to other installations.

The street Contractor, Pearson Const., suggested adjusting the inlet tops to match adjacent pavement slope. The Contractor indicated this would provide a better appearance in the transition from curb & gutters to the inlet top. Public Works agrees and recommends the proposed inlet adjustments. A change order has been prepared for adjusting the (6) inlet tops as requested.



Financial Considerations:

The Contractors price for Change Order No. 2 totals \$10,000 and will increase the construction contract amount to \$389,969.30. All project costs are paid 100% by the development through special assessment property taxes.

The adjusted total petition amount totals \$507,309.00, which includes 35% project costs. Revising project costs to 30% and adding Change Order No. 2 will result in a revise the total petition amount of approx. \$506,970.00.

Legal Considerations:

Per City Attorney.

Recommendation/Action:

City staff recommends approving Change Order No. 2 as requested and outlined in the following sample motion:

Sample Motion:

I move the City approve Change Order No. 2 with Pearson Construction, LLC as presented for adjusting inlet tops for the total amount of \$10,000 and authorize the Mayor to sign.

CONTRACT CHANGE ORDER NO. 2

Project: Street Improvements to serve,
Emerald Valley Estates 2nd Addition, City of Mulvane, Sedgwick County, Kansas

Y&A Project No.: 24-504


Contractor: Pearson Construction, LLC
2901 N. Mead
Wichita, Kansas 67219

Date: July 21, 2025

1. The following changes were made to the CONTRACT DOCUMENTS:
Storm sewer inlet tops, constructed by separate contract with McCullough Excavation, were set at a flat grade. The Street Contractor proposes to adjust six (6) of the eight (8) inlet tops to generally match the slope of the streets. According to the Contractor, sloped inlet tops will improve the aesthetics of the curb & gutter transitions into the inlet tops. Six (6) Inlet tops to be adjusted by this Change Order include SWS Line No. 1 Sta. 4+53.09, 7+23.55, 9+04.35, 9+42.35, SWS Line No. 3 Sta. 1+38.50 and SWS Line No. 4 Sta. 1+38.00.
2. The following changes are hereby made to the CONTRACT AMOUNT:
 - 2.1 Original Contract Amount (Street Improvements) \$379,969.30
 - 2.2 Current Contract Amount adjusted by previous Change Orders..... \$379,969.30
 - 2.3 Net Increase in Contract Amount due to this Change Order..... \$ 10,000.00
(see attached)
 - 2.4 Total Revised Contract Amount, including this Change Order..... \$389,969.30
3. The following changes are hereby made to the CONTRACT TIME:
No changes in the Contract Time.

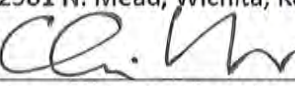
CHANGE ORDER AUTHORIZATION:

Change Order No. 2 Requested by:
CONTRACTOR


Pearson Construction, LLC
2901 N. Mead, Wichita, Kansas 67219

7/16/25
Date

Change Order No. 2 Recommended by:
RESIDENT PROJECT REPRESENTATIVE


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

7/16/25
Date

Change Order No. 2 Accepted by:
OWNER

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

Date

Young & Associates, PA

From: Jacob Coy <JCoy@mulvane.us>
Sent: Tuesday, July 15, 2025 2:01 PM
To: Austin St. John; Young & Associates, PA; Christopher Young
Subject: Fw: Emerald Valley Inlet Adjustments

FYI

[Get Outlook for iOS](#)

From: Michael O'Gorman <mogorman@pearsonconstructionllc.com>
Sent: Tuesday, July 15, 2025 1:55:43 PM
To: Jacob Coy <JCoy@mulvane.us>
Cc: Terry Dvorak <tdvorak@pearsonconstructionllc.com>; Nathan Adams <Nadams@pearsonconstructionllc.com>
Subject: Emerald Valley Inlet Adjustments

Jacob,

We at Pearson have decided to work with The City of Mulvane on this and reduce the price of the inlet adjustments to \$10,000.00. This has ultimately caused us to eat some of this cost. We are doing so out of good faith that the city will remember this on future projects. This needs to be approved today to honor this price. If this is not approved, we will have to increase the price to its original amount.

An email reply to this thread stating that it has been approved will suffice for "APPROVAL".

Thank you for your attention to this matter.

Michael O'Gorman

Estimator / P.M.

2901 N. Mead | Wichita, KS 67219

p: 316.247.3847 | c: 316.207.4464

mogorman@pearsonconstructionllc.com

www.pearsonconstructionllc.com



CITY COUNCIL MEETING
MULVANE, KANSAS
 July 21, 2025

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

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

Project Name/Description	Project Status
Phase 3 Main A Sanitary Sewer Improvements <i>(Bond Issue funding)</i>	<p><u>Completed to Date:</u> Apex has completed all Phase 3 SS and MH installations.</p> <p>Westbound traffic on Bridge St. will be closed on 7/16/25 for street repairs associated with the Phase 2 SS project. Apex estimates 1-1/2 weeks to complete the repair work (or by 7/28/25).</p> <p><u>Remaining Work:</u> Complete 3rd Ave. street replacement work (added by Change Order), site clean-up and Phase 2 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. 2 was submitted on 6/17/25 in the amount of \$166,504.50 which represents 31.8% of the total contract amount. Approx. 44.0% of the work has been completed.</p>
Phase 1 Harvest Point Addition Infrastructure <i>(Municipal Bonds)</i>	<p><u>Completed to Date:</u> A final walk-through inspection and substantial completion certificate (dated 2/4/25) was prepared for the grading and utility improvements performed by McCullough Excavation. A final walk-through inspection and substantial completion certificate (dated 5/6/25) was prepared for the street improvements performed by Kansas Paving.</p> <p><u>Remaining Work:</u> Kansas paving has completed all punch-list work. McCullough Excavation has begun re-work associated with site grading.</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 has been paid, less 10% retainage.</p>
Emerald Valley Estates 2nd Addition Infrastructure <i>(Municipal Bonds)</i>	<p><u>Completed to Date:</u> A final walk-through inspection and substantial completion certificate (dated 7/7/25) was prepared for the grading and utility improvements performed by McCullough Excavation. Pearson Construction has completed finish grading in the ROW, pavement sub-grades and the AC pavement base lift for all streets.</p> <p><u>Remaining Work:</u> McCullough Excavation is working on punch-list items including seeding, erosion control and general clean-up. Pearson will be completing all concrete work (valley gutters and curb & gutters) the week 7/14 and anticipate completing the surface lift of AC pavement the week of 7/21.</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

July 21, 2025

Page 2 of 2

English Park Pedestrian Bridge <i>(Special Sales Tax)</i>	<p><u>Completed to Date:</u> Bids were received for the project, see attached City Council memorandum including bid tabulation and Notice of Award.</p> <p><u>Remaining Work:</u> Execute construction agreement, schedule project task items, prepare/review shop drawings, issue a Notice to Proceed and begin construction.</p> <p><u>Contract Status:</u> TBD.</p>
Water Distribution System Study <i>(Water Fund)</i>	<p><u>Completed to Date:</u> Additional water consumption reports have been provided. Water modeling of the City's existing distribution system has been successfully performed.</p> <p><u>Remaining Work:</u> Establish water demand periods to be calibrated, calibrate model to field conditions, develop proposed water system improvements, prepare cost opinions and draft study.</p> <p><u>Project Schedule:</u> Project milestones include; complete and calibrate water system model (Aug 2025), complete water system improvement recommendations (Oct. 2025) and prepare draft study (Dec. 2025).</p>



Mulvane, KS

Check Report

By Check Number

Date Range: 06/01/2025 - 07/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK-POOL						
10728	ERIC KRUGER	06/04/2025	Regular	0.00	600.00	64310
01041	ALL COVERED	06/05/2025	Regular	0.00	7,223.88	64313
01094	AUSTIN HOSE	06/05/2025	Regular	0.00	87.90	64314
00034	B & B ELECTRIC MOTOR CO. INC	06/05/2025	Regular	0.00	140.00	64315
00463	BERRY COMPANIES INC	06/05/2025	Regular	0.00	10,149.33	64316
00242	BORDER STATES ELECTRIC	06/05/2025	Regular	0.00	14,149.72	64317
00051	BRENNTAG SOUTHWEST, INC	06/05/2025	Regular	0.00	6,182.80	64318
00068	CDR NORTH LANDFILL	06/05/2025	Regular	0.00	30.00	64319
00075	CHENEY DOOR CO., INC.	06/05/2025	Regular	0.00	293.25	64320
00101	CHRISTOPHER DAVIS	06/05/2025	Regular	0.00	600.00	64321
00170	CORE & MAIN	06/05/2025	Regular	0.00	70.00	64322
00092	COX COMMUNICATIONS	06/05/2025	Regular	0.00	630.00	64323
10223	CRH COFFEE INC	06/05/2025	Regular	0.00	82.90	64324
10003	DEERE & COMPANY	06/05/2025	Regular	0.00	5,726.56	64325
10239	ELECTRI-TECH INC.	06/05/2025	Regular	0.00	337.68	64326
00142	FLUID EQUIPEMNET INC	06/05/2025	Regular	0.00	1,552.50	64327
00145	FOUR STATE MAINTENANCE SUPPLY INC	06/05/2025	Regular	0.00	108.25	64328
00152	GARNETT AUTO SUPPLY, INC.	06/05/2025	Regular	0.00	1,757.42	64329
00160	GRAINGER, W.W. INC.	06/05/2025	Regular	0.00	173.12	64330
10575	HADRONEX INC	06/05/2025	Regular	0.00	2,868.00	64331
00254	JAMES LARRY LINN, ATTY AT LAW	06/05/2025	Regular	0.00	2,000.00	64332
10703	JOHN M MUNDELL	06/05/2025	Regular	0.00	230.10	64333
10391	JOY KAY WILLIAMS	06/05/2025	Regular	0.00	2,000.00	64334
00209	KANSAS GAS SERVICE	06/05/2025	Regular	0.00	135.32	64335
00233	KANSASLAND TIRE CO. INC.	06/05/2025	Regular	0.00	1,176.44	64336
10552	KONICA MINOLTA BUSINESS SOLUTIONS	06/05/2025	Regular	0.00	964.46	64337
10326	Konica Minolta Premier Finance	06/05/2025	Regular	0.00	659.31	64338
00243	KROGER-DILLONS CUSTOMER CHARGE	06/05/2025	Regular	0.00	235.32	64339
00252	LIFE-ASSIST, INC.	06/05/2025	Regular	0.00	1,344.45	64340
00257	LOWES BUSINESS ACCOUNT	06/05/2025	Regular	0.00	3,903.52	64341
00257	LOWES BUSINESS ACCOUNT	06/05/2025	Regular	0.00	1,773.26	64342
10645	LUXURY LAWN & LANDSCAPING LLC	06/05/2025	Regular	0.00	220.00	64343
01219	MERIDIAN ANALYTICAL LABS LLC	06/05/2025	Regular	0.00	80.00	64344
10022	MIDWEST MOTOR SUPPLY CO. INC	06/05/2025	Regular	0.00	634.94	64345
	Void	06/05/2025	Regular	0.00	0.00	64346
09979	MULVANE COMMUNITY FOUNDATION, INC	06/05/2025	Regular	0.00	2,000.00	64347
00302	NATIONAL SIGN COMPANY, INC	06/05/2025	Regular	0.00	460.85	64348
01122	OMAHA TRUCK CENTER COMPANY INC	06/05/2025	Regular	0.00	89.88	64349
09834	PADGETT EXCAVATION, INC	06/05/2025	Regular	0.00	1,985.00	64350
10371	PB PARENT HOLDCO, LP	06/05/2025	Regular	0.00	158.46	64351
	Void	06/05/2025	Regular	0.00	0.00	64352
00323	PETTY CASH-CITY OF MULVANE	06/05/2025	Regular	0.00	3,608.27	64353
00340	QUILL CORPORATION	06/05/2025	Regular	0.00	301.88	64354
00348	REED CARWASH INC.	06/05/2025	Regular	0.00	340.00	64355
10599	RICHARD B. PENNELL	06/05/2025	Regular	0.00	136.96	64356
00112	RK BLACK INC	06/05/2025	Regular	0.00	40.86	64357
00104	RODNEY L SCHUMOCK	06/05/2025	Regular	0.00	315.00	64358
00401	STANION WHOLESALE ELECTRIC CO INC OF	06/05/2025	Regular	0.00	770.35	64359
00441	THE G W VAN KEPPEL COMPANY	06/05/2025	Regular	0.00	223.14	64360
00397	T-MOBILE	06/05/2025	Regular	0.00	82.60	64361
00426	TYLER TECHNOLOGIES INC	06/05/2025	Regular	0.00	3,011.25	64362
00444	VERMEER GREAT PLAINS, INC.	06/05/2025	Regular	0.00	2,963.28	64363
10466	WESTLAKE HARDWARE INC	06/05/2025	Regular	0.00	142.50	64364
10493	AMAZON	06/12/2025	Regular	0.00	89.76	64365

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10611	AMERICAN CITY BUSINESS JOURNALS INC	06/12/2025	Regular	0.00	170.00	64366
00242	BORDER STATES ELECTRIC	06/12/2025	Regular	0.00	836.84	64367
10494	BTAC HOLDING CORP	06/12/2025	Regular	0.00	2,166.42	64368
10499	CENTER POINT, INC.	06/12/2025	Regular	0.00	49.14	64369
10400	CORY R. CHARDUKIAN	06/12/2025	Regular	0.00	148.00	64370
10244	CREATIVE PRODUCT SOURCING, INC.	06/12/2025	Regular	0.00	125.78	64371
09885	ED M. FELD EQUIPMENT CO., INC.	06/12/2025	Regular	0.00	1,870.20	64372
10719	EUROFINS EATON ANALYTICAL, LLC	06/12/2025	Regular	0.00	2,145.00	64373
00461	EVERGY	06/12/2025	Regular	0.00	12,843.66	64374
00150	GALL'S INC.	06/12/2025	Regular	0.00	1,216.62	64375
10460	GSI ENGINEERING, LLC	06/12/2025	Regular	0.00	738.28	64376
00274	JHO INC	06/12/2025	Regular	0.00	96.00	64377
10465	JUMPSTART	06/12/2025	Regular	0.00	468.02	64378
00209	KANSAS GAS SERVICE	06/12/2025	Regular	0.00	518.12	64379
00252	LIFE-ASSIST, INC.	06/12/2025	Regular	0.00	699.86	64380
09913	MABCD	06/12/2025	Regular	0.00	2,870.30	64381
00357	MICHAEL J. ROBINSON	06/12/2025	Regular	0.00	459.80	64382
00357	MICHAEL J. ROBINSON	06/12/2025	Regular	0.00	927.40	64383
10500	MIDWEST TAPE, LLC.	06/12/2025	Regular	0.00	235.39	64384
00283	MULVANE COOPERATIVE UNION	06/12/2025	Regular	0.00	2,587.48	64385
00283	MULVANE COOPERATIVE UNION	06/12/2025	Regular	0.00	6,480.56	64386
00291	MULVANE PUBLIC LIBRARY	06/12/2025	Regular	0.00	140,000.00	64387
10349	NATHAN WERTH	06/12/2025	Regular	0.00	900.00	64388
01122	OMAHA TRUCK CENTER COMPANY INC	06/12/2025	Regular	0.00	488.39	64389
00307	O'REILLY AUTO ENTERPRISES LLC	06/12/2025	Regular	0.00	464.00	64390
	Void	06/12/2025	Regular	0.00	0.00	64391
10461	QUADIENT FINANCE USA, INC.	06/12/2025	Regular	0.00	300.00	64392
00340	QUILL CORPORATION	06/12/2025	Regular	0.00	26.99	64393
10531	ROBERT J RAMSEY	06/12/2025	Regular	0.00	7,500.00	64394
00372	SAMS CLUB	06/12/2025	Regular	0.00	4,976.16	64395
00385	SHIRTS PLUS INC	06/12/2025	Regular	0.00	466.90	64396
00386	SHRED-IT US JV LLC	06/12/2025	Regular	0.00	925.23	64397
00404	STUART C. IRBY COMPANY	06/12/2025	Regular	0.00	196.15	64398
00369	THE SALINA SUPPLY COMPANY	06/12/2025	Regular	0.00	2,990.08	64399
00433	UNITED INDUSTRIES INC	06/12/2025	Regular	0.00	2,986.22	64400
01007	UTILITY HELPNET INC	06/12/2025	Regular	0.00	7,324.12	64401
10183	WASTE MANAGEMENT	06/12/2025	Regular	0.00	5,894.25	64402
10183	WASTE MANAGEMENT	06/12/2025	Regular	0.00	1,457.12	64403
00459	WESCO	06/12/2025	Regular	0.00	124.23	64404
00094	WICHITA WATER CONDITIONING, INC.	06/12/2025	Regular	0.00	323.90	64405
00479	YOUNG & ASSOCIATES, P. A.	06/12/2025	Regular	0.00	18,276.37	64406
00012	AIRGAS USA, INC.	06/20/2025	Regular	0.00	58.62	64413
01094	AUSTIN HOSE	06/20/2025	Regular	0.00	12.02	64414
00034	B & B ELECTRIC MOTOR CO. INC	06/20/2025	Regular	0.00	480.00	64415
01113	BAUGHMAN COMPANY, P.A.	06/20/2025	Regular	0.00	1,750.00	64416
01118	BEST SUPPLY CO. INC	06/20/2025	Regular	0.00	89.65	64417
00043	BIG TOOL STORE LLC	06/20/2025	Regular	0.00	88.37	64418
01301	CONSPEC INC.	06/20/2025	Regular	0.00	18,500.40	64419
00170	CORE & MAIN	06/20/2025	Regular	0.00	3,755.74	64420
10223	CRH COFFEE INC	06/20/2025	Regular	0.00	163.53	64421
00103	DE LAGE LANDEN INC	06/20/2025	Regular	0.00	77.44	64422
00145	FOUR STATE MAINTENANCE SUPPLY INC	06/20/2025	Regular	0.00	612.55	64423
00149	GALAXIE BUSINESS EQUIPMENT, INC.	06/20/2025	Regular	0.00	518.26	64424
00150	GALL'S INC.	06/20/2025	Regular	0.00	1,785.30	64425
00165	HALLS SAFETY EQUIPMENT CORP	06/20/2025	Regular	0.00	446.99	64426
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	06/20/2025	Regular	0.00	287.85	64427
10660	IDEATEK TELCOM, LLC	06/20/2025	Regular	0.00	113.00	64428
00030	JOHN DEERE FINANCIAL	06/20/2025	Regular	0.00	576.78	64429
00220	KANSAS POWER POOL	06/20/2025	Regular	0.00	314,086.63	64430
00226	KANSAS STATE TREASURER	06/20/2025	Regular	0.00	3,894.50	64431
00247	LABORATORY CORP OF AMERICA HOLDINGS	06/20/2025	Regular	0.00	26.70	64432

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01219	MERIDIAN ANALYTICAL LABS LLC	06/20/2025	Regular	0.00	341.00	64433
01122	OMAHA TRUCK CENTER COMPANY INC	06/20/2025	Regular	0.00	538.92	64434
00310	OMNI SERVICES GROUP LLC	06/20/2025	Regular	0.00	1,031.79	64435
10726	PHILIP SCHLOESSER	06/20/2025	Regular	0.00	306.20	64436
00340	QUILL CORPORATION	06/20/2025	Regular	0.00	535.67	64437
10495	RUSH TRUCK CENTERS OF KANSAS, INC.	06/20/2025	Regular	0.00	53.75	64438
00361	RUSTY ECK FORD INC	06/20/2025	Regular	0.00	250.88	64439
00363	S & G ASSOCIATES, INC	06/20/2025	Regular	0.00	158.00	64440
10008	SCHAEFFER MANUFACTURING COMPANY	06/20/2025	Regular	0.00	1,694.99	64441
00379	SEDGWICK CO DIVISION OF FINANC	06/20/2025	Regular	0.00	34.20	64442
00390	SIRCHIE FINGERPRINT LABORATORY	06/20/2025	Regular	0.00	30.00	64443
00407	SUMNER CO. SHERIFF	06/20/2025	Regular	0.00	2,100.00	64444
00415	TG TECHNICAL SERVICES INC	06/20/2025	Regular	0.00	305.00	64445
10366	UNDERGROUND VAULTS & STORAGE, INC	06/20/2025	Regular	0.00	50.60	64446
00443	VERIZON WIRELESS	06/20/2025	Regular	0.00	561.65	64447
00446	VIA CHRISTI HOME MEDICAL LLC	06/20/2025	Regular	0.00	235.00	64448
10466	WESTLAKE HARDWARE INC	06/20/2025	Regular	0.00	258.72	64449
00094	WICHITA WATER CONDITIONING, INC.	06/20/2025	Regular	0.00	46.38	64450
00479	YOUNG & ASSOCIATES, P. A.	06/20/2025	Regular	0.00	1,075.00	64451
00051	BRENNTAG SOUTHWEST, INC	06/26/2025	Regular	0.00	2,773.00	64461
01064	CHAD HAYNES	06/26/2025	Regular	0.00	497.00	64462
10361	CITY PRINT INC	06/26/2025	Regular	0.00	173.87	64463
00092	COX COMMUNICATIONS	06/26/2025	Regular	0.00	2,753.41	64464
00092	COX COMMUNICATIONS	06/26/2025	Regular	0.00	116.50	64465
00145	FOUR STATE MAINTENANCE SUPPLY INC	06/26/2025	Regular	0.00	61.28	64466
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	06/26/2025	Regular	0.00	23.44	64467
10042	INLAND TRUCK PARTS & SERVICE	06/26/2025	Regular	0.00	29.09	64468
01034	KANSAS DEPARTMENT OF HEALTH &	06/26/2025	Regular	0.00	60.00	64469
00209	KANSAS GAS SERVICE	06/26/2025	Regular	0.00	343.43	64470
00266	MCKEE CLEAR SERVICE SOLUTIONS INC	06/26/2025	Regular	0.00	50.00	64471
01219	MERIDIAN ANALYTICAL LABS LLC	06/26/2025	Regular	0.00	80.00	64472
10022	MIDWEST MOTOR SUPPLY CO. INC	06/26/2025	Regular	0.00	192.50	64473
10047	MITCHELL 1	06/26/2025	Regular	0.00	4,157.12	64474
00280	MORGAN-BULLEIGH INC	06/26/2025	Regular	0.00	275.00	64475
00288	MULVANE FIRE RESCUE	06/26/2025	Regular	0.00	5,000.00	64476
01122	OMAHA TRUCK CENTER COMPANY INC	06/26/2025	Regular	0.00	169.16	64477
09985	PETER A. MACKINNEY	06/26/2025	Regular	0.00	3,100.00	64478
00340	QUILL CORPORATION	06/26/2025	Regular	0.00	214.59	64479
00348	REED CARWASH INC.	06/26/2025	Regular	0.00	340.00	64480
10495	RUSH TRUCK CENTERS OF KANSAS, INC.	06/26/2025	Regular	0.00	157.80	64481
00385	SHIRTS PLUS INC	06/26/2025	Regular	0.00	272.53	64482
00395	SOUTHERN KANSAS SWAT	06/26/2025	Regular	0.00	3,326.40	64483
01186	SUPERIOR RUBBER STAMP & SEAL INC	06/26/2025	Regular	0.00	45.75	64484
10250	SUSAN DUTCHER	06/26/2025	Regular	0.00	310.00	64485
00319	THE PEAVEY CORPORATION	06/26/2025	Regular	0.00	194.49	64486
00397	T-MOBILE	06/26/2025	Regular	0.00	268.55	64487
00443	VERIZON WIRELESS	06/26/2025	Regular	0.00	121.10	64488
10466	WESTLAKE HARDWARE INC	06/26/2025	Regular	0.00	1,157.54	64489
00094	WICHITA WATER CONDITIONING, INC.	06/26/2025	Regular	0.00	5.00	64490
10731	MIDWEST WRAPCO LLC	06/26/2025	Regular	0.00	3,000.00	64493
01041	ALL COVERED	07/03/2025	Regular	0.00	7,223.88	64496
10720	ALL INCLUSIVE REC, LLC	07/03/2025	Regular	0.00	1,543.20	64497
00463	BERRY COMPANIES INC	07/03/2025	Regular	0.00	825.15	64498
00242	BORDER STATES ELECTRIC	07/03/2025	Regular	0.00	9,345.06	64499
00051	BRENNTAG SOUTHWEST, INC	07/03/2025	Regular	0.00	18,499.20	64500
00447	CAPITAL ONE	07/03/2025	Regular	0.00	773.79	64501
00080	CITY OF MULVANE-UTILITIES	07/03/2025	Regular	0.00	20,628.02	64502
00170	CORE & MAIN	07/03/2025	Regular	0.00	2,277.50	64503
00092	COX COMMUNICATIONS	07/03/2025	Regular	0.00	630.00	64504
10711	CXT INCORPORATED	07/03/2025	Regular	0.00	93,718.00	64505
10735	DEBBIE HOOVER	07/03/2025	Regular	0.00	273.20	64506

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10625	EMPAC INC.	07/03/2025	Regular	0.00	635.10	64507
10343	ENVIRO-LINE CO. INC	07/03/2025	Regular	0.00	8,841.18	64508
00461	EVERGY	07/03/2025	Regular	0.00	14,009.24	64509
10547	FIRST WIRELESS, INC.	07/03/2025	Regular	0.00	683.14	64510
00145	FOUR STATE MAINTENANCE SUPPLY INC	07/03/2025	Regular	0.00	515.79	64511
10724	FOXSTER OPCO, KKC	07/03/2025	Regular	0.00	563.86	64512
00160	GRAINGER, W.W. INC.	07/03/2025	Regular	0.00	1,013.64	64513
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	07/03/2025	Regular	0.00	108.96	64514
10703	JOHN M MUNDELL	07/03/2025	Regular	0.00	185.12	64515
10326	Konica Minolta Premier Finance	07/03/2025	Regular	0.00	659.31	64516
00243	KROGER-DILLONS CUSTOMER CHARGE	07/03/2025	Regular	0.00	367.92	64517
00252	LIFE-ASSIST, INC.	07/03/2025	Regular	0.00	1,629.23	64518
09913	MABCD	07/03/2025	Regular	0.00	1,029.81	64519
01219	MERIDIAN ANALYTICAL LABS LLC	07/03/2025	Regular	0.00	689.35	64520
10022	MIDWEST MOTOR SUPPLY CO. INC	07/03/2025	Regular	0.00	226.99	64521
01142	MULVANE OLD SETTLERS LLC	07/03/2025	Regular	0.00	160.00	64522
01122	OMAHA TRUCK CENTER COMPANY INC	07/03/2025	Regular	0.00	260.24	64523
00323	PETTY CASH-CITY OF MULVANE	07/03/2025	Regular	0.00	3,733.45	64524
10437	PROFESSIONAL ENGINEERING CONSULTANTS,	07/03/2025	Regular	0.00	12,770.00	64525
00340	QUILL CORPORATION	07/03/2025	Regular	0.00	288.16	64526
00104	RODNEY L SCHUMOCK	07/03/2025	Regular	0.00	315.00	64527
00361	RUSTY ECK FORD INC	07/03/2025	Regular	0.00	186.68	64528
10605	SNAP-ON INCORPORATED	07/03/2025	Regular	0.00	265.75	64529
	Void	07/03/2025	Regular	0.00	0.00	64530
00401	STANION WHOLESALE ELECTRIC CO INC OF	07/03/2025	Regular	0.00	39,016.60	64531
10184	STREICHER'S, INC.	07/03/2025	Regular	0.00	504.79	64532
00397	T-MOBILE	07/03/2025	Regular	0.00	41.30	64533
00423	TRIPLETT WOOLF & GARRETSON LLC	07/03/2025	Regular	0.00	7,160.44	64534
10664	TWIN VALLEY TELEPHONE INC	07/03/2025	Regular	0.00	1,395.35	64535
00430	ULTRA MODERN POOL AND PATIO	07/03/2025	Regular	0.00	47.97	64536
00444	VERMEER GREAT PLAINS, INC.	07/03/2025	Regular	0.00	344.51	64537
00459	WESCO	07/03/2025	Regular	0.00	999.29	64538
00482	ZOLL MEDICAL CORP.	07/03/2025	Regular	0.00	1,395.64	64539
00253	ADOLPH KIEFER & ASSOCIATES LLC	07/10/2025	Regular	0.00	1,143.00	64542
10571	APEX EXCAVATING LLC	07/10/2025	Regular	0.00	166,504.50	64543
00242	BORDER STATES ELECTRIC	07/10/2025	Regular	0.00	1,084.11	64544
00051	BRENTAG SOUTHWEST, INC	07/10/2025	Regular	0.00	1,402.50	64545
00071	CENTRAL POWER SYS & SERV INC	07/10/2025	Regular	0.00	3,925.00	64546
00182	CHRISTOPHER HOLZMAN, ATTY AT LAW	07/10/2025	Regular	0.00	1,200.00	64547
00170	CORE & MAIN	07/10/2025	Regular	0.00	215.00	64548
00092	COX COMMUNICATIONS	07/10/2025	Regular	0.00	2,888.28	64549
10735	DEBBIE HOOVER	07/10/2025	Regular	0.00	136.00	64550
01078	EMC INSURANCE COMPANIES	07/10/2025	Regular	0.00	4,910.00	64551
01078	EMC INSURANCE COMPANIES	07/10/2025	Regular	0.00	500.00	64552
00124	EMERGENCY FIRE EQUIPMENT INC.	07/10/2025	Regular	0.00	250.00	64553
10373	FIRST BAPTIST CHURCH	07/10/2025	Regular	0.00	2,500.00	64554
00145	FOUR STATE MAINTENANCE SUPPLY INC	07/10/2025	Regular	0.00	53.58	64555
00149	GALAXIE BUSINESS EQUIPMENT, INC.	07/10/2025	Regular	0.00	644.34	64556
00150	GALL'S INC.	07/10/2025	Regular	0.00	691.88	64557
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	07/10/2025	Regular	0.00	80.18	64558
10172	HYSPECO, INC.	07/10/2025	Regular	0.00	192.62	64559
00255	INDUSTRIAL UNIFORM COMPANY LLC	07/10/2025	Regular	0.00	955.40	64560
10730	JOE GODDARD ENTERPRISES LLC	07/10/2025	Regular	0.00	450.00	64561
00209	KANSAS GAS SERVICE	07/10/2025	Regular	0.00	1,422.30	64562
00217	KANSAS ONE-CALL SYSTEM, INC.	07/10/2025	Regular	0.00	178.22	64563
00224	KANSAS STAR CASINO	07/10/2025	Regular	0.00	400,000.00	64564
10552	KONICA MINOLTA BUSINESS SOLUTIONS	07/10/2025	Regular	0.00	525.16	64565
00249	LEAGUE OF KS. MUNICIPALITIES	07/10/2025	Regular	0.00	500.00	64566
00257	LOWES BUSINESS ACCOUNT	07/10/2025	Regular	0.00	3,809.48	64567
	Void	07/10/2025	Regular	0.00	0.00	64568
10645	LUXURY LAWN & LANDSCAPING LLC	07/10/2025	Regular	0.00	560.00	64569

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00262	MAXIMUM OUTDOOR EQUIPMENT & SERVICE	07/10/2025	Regular	0.00	38.99	64570
01219	MERIDIAN ANALYTICAL LABS LLC	07/10/2025	Regular	0.00	1,448.50	64571
00357	MICHAEL J. ROBINSON	07/10/2025	Regular	0.00	444.40	64572
10022	MIDWEST MOTOR SUPPLY CO. INC	07/10/2025	Regular	0.00	35.00	64573
01110	MJB HEATING & COOLING LLC	07/10/2025	Regular	0.00	202.30	64574
00283	MULVANE COOPERATIVE UNION	07/10/2025	Regular	0.00	2,942.29	64575
10091	MULVANE REC CENTER	07/10/2025	Regular	0.00	525.00	64576
10185	NATIONAL SCREENING BUREAU	07/10/2025	Regular	0.00	159.00	64577
00305	NORTHERN TOOL & EQUIPMENT	07/10/2025	Regular	0.00	9,599.98	64578
01122	OMAHA TRUCK CENTER COMPANY INC	07/10/2025	Regular	0.00	1,099.21	64579
00307	O'REILLY AUTO ENTERPRISES LLC	07/10/2025	Regular	0.00	484.28	64580
	Void	07/10/2025	Regular	0.00	0.00	64581
00458	PHILIP L. WEISER	07/10/2025	Regular	0.00	450.00	64582
10327	PLP-CTI HOLDINGS, LLC	07/10/2025	Regular	0.00	95.00	64583
10461	QUADIENT FINANCE USA, INC.	07/10/2025	Regular	0.00	300.00	64584
00112	RK BLACK INC	07/10/2025	Regular	0.00	79.58	64585
10306	RUUD CONCRETE LLC	07/10/2025	Regular	0.00	1,617.00	64586
00362	S & D EQUIPMENT CO. INC	07/10/2025	Regular	0.00	39.98	64587
00372	SAMS CLUB	07/10/2025	Regular	0.00	1,840.75	64588
10269	SUPERIOR EMERGENCY RESPONSE VEHICLES LLC	07/10/2025	Regular	0.00	293.00	64589
10333	THE DISTINCT INK LLC	07/10/2025	Regular	0.00	449.94	64590
10374	TYLER LEWIS	07/10/2025	Regular	0.00	2,500.00	64591
10183	WASTE MANAGEMENT	07/10/2025	Regular	0.00	1,457.12	64592
00459	WESCO	07/10/2025	Regular	0.00	845.67	64593
10466	WESTLAKE HARDWARE INC	07/10/2025	Regular	0.00	23.98	64594
10596	WHOLESALE FIREWORKS ENTERPRISES, LLC	07/10/2025	Regular	0.00	2,500.00	64595
10598	WORTH HYDROCHEM OF OKLA., INC	07/10/2025	Regular	0.00	3,416.42	64596
00479	YOUNG & ASSOCIATES, P. A.	07/10/2025	Regular	0.00	30,507.50	64597
00196	INTRUST CARD CENTER	06/05/2025	Bank Draft	0.00	9,070.74	DFT0004201
00196	INTRUST CARD CENTER	07/08/2025	Bank Draft	0.00	9,752.93	DFT0004251

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	351	259	0.00	1,620,211.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	115	2	0.00	18,823.67
EFT's	0	0	0.00	0.00
	466	267	0.00	1,639,035.00

Check Report

Date Range: 06/01/2025 - 07/31/2025

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	06/06/2025	Regular	0.00	78.46	64311
01016	KANSAS PAYMENT CENTER	06/06/2025	Regular	0.00	332.30	64312
00079	CITY OF MULVANE	06/12/2025	Regular	0.00	2,625.72	64407
00106	DELTA DENTAL OF KANSAS	06/12/2025	Regular	0.00	5,375.54	64408
01012	AFLAC	06/20/2025	Regular	0.00	273.26	64409
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	06/20/2025	Regular	0.00	78.46	64410
01016	KANSAS PAYMENT CENTER	06/20/2025	Regular	0.00	332.30	64411
01022	LEGAL SHIELD	06/20/2025	Regular	0.00	355.80	64412
01018	AXA EQUITABLE - EQUI-VEST	06/26/2025	Regular	0.00	6,450.00	64491
00079	CITY OF MULVANE	06/26/2025	Regular	0.00	2,537.26	64492
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	07/03/2025	Regular	0.00	78.46	64494
01016	KANSAS PAYMENT CENTER	07/03/2025	Regular	0.00	332.30	64495
01018	AXA EQUITABLE - EQUI-VEST	07/10/2025	Regular	0.00	6,450.00	64598
00079	CITY OF MULVANE	07/10/2025	Regular	0.00	2,479.57	64599
00106	DELTA DENTAL OF KANSAS	07/10/2025	Regular	0.00	5,446.90	64600
00408	SURENCY LIFE & HEALTH	07/10/2025	Regular	0.00	737.60	64601
01021	KPERS	06/06/2025	Bank Draft	0.00	24,983.27	DFT0004195
01021	KPERS	06/06/2025	Bank Draft	0.00	10,722.65	DFT0004196
01026	IRS	06/06/2025	Bank Draft	0.00	28,009.86	DFT0004197
01026	IRS	06/06/2025	Bank Draft	0.00	19,131.33	DFT0004198
01031	KANSAS DEPT OF REVENUE	06/06/2025	Bank Draft	0.00	10,513.06	DFT0004199
01026	IRS	06/06/2025	Bank Draft	0.00	6,550.62	DFT0004200
00046	BLUE CROSS AND BLUE SHIELD	06/10/2025	Bank Draft	0.00	5,291.96	DFT0004210
00046	BLUE CROSS AND BLUE SHIELD	06/10/2025	Bank Draft	0.00	6,517.04	DFT0004211
00046	BLUE CROSS AND BLUE SHIELD	06/10/2025	Bank Draft	0.00	7,678.10	DFT0004212
00046	BLUE CROSS AND BLUE SHIELD	06/10/2025	Bank Draft	0.00	36,093.90	DFT0004213
00046	BLUE CROSS AND BLUE SHIELD	06/10/2025	Bank Draft	0.00	7,586.20	DFT0004214
00046	BLUE CROSS AND BLUE SHIELD	06/10/2025	Bank Draft	0.00	6,517.04	DFT0004215
00046	BLUE CROSS AND BLUE SHIELD	06/10/2025	Bank Draft	0.00	7,678.10	DFT0004216
00046	BLUE CROSS AND BLUE SHIELD	06/10/2025	Bank Draft	0.00	36,094.20	DFT0004217
10699	MUTUAL OF OMAHA	06/30/2025	Bank Draft	0.00	1,370.15	DFT0004220
10699	MUTUAL OF OMAHA	06/30/2025	Bank Draft	0.00	516.93	DFT0004221
10699	MUTUAL OF OMAHA	06/30/2025	Bank Draft	0.00	245.10	DFT0004222
01021	KPERS	06/20/2025	Bank Draft	0.00	729.29	DFT0004223
01021	KPERS	06/20/2025	Bank Draft	0.00	23,716.83	DFT0004224
01021	KPERS	06/20/2025	Bank Draft	0.00	11,292.33	DFT0004225
01026	IRS	06/20/2025	Bank Draft	0.00	30,783.92	DFT0004227
01026	IRS	06/20/2025	Bank Draft	0.00	22,332.59	DFT0004228
01031	KANSAS DEPT OF REVENUE	06/20/2025	Bank Draft	0.00	11,612.78	DFT0004229
01026	IRS	06/20/2025	Bank Draft	0.00	7,199.50	DFT0004230
01021	KPERS	07/03/2025	Bank Draft	0.00	25,151.62	DFT0004245
01021	KPERS	07/03/2025	Bank Draft	0.00	11,590.27	DFT0004246
01026	IRS	07/03/2025	Bank Draft	0.00	30,154.40	DFT0004247
01026	IRS	07/03/2025	Bank Draft	0.00	20,763.06	DFT0004248
01031	KANSAS DEPT OF REVENUE	07/03/2025	Bank Draft	0.00	11,351.57	DFT0004249
01026	IRS	07/03/2025	Bank Draft	0.00	7,052.14	DFT0004250
00408	SURENCY LIFE & HEALTH	06/13/2025	Bank Draft	0.00	737.60	DFT0004252
00046	BLUE CROSS AND BLUE SHIELD	07/09/2025	Bank Draft	0.00	7,965.51	DFT0004253
00046	BLUE CROSS AND BLUE SHIELD	07/09/2025	Bank Draft	0.00	6,517.04	DFT0004254
00046	BLUE CROSS AND BLUE SHIELD	07/09/2025	Bank Draft	0.00	6,910.29	DFT0004255
00046	BLUE CROSS AND BLUE SHIELD	07/09/2025	Bank Draft	0.00	36,093.90	DFT0004256
00046	BLUE CROSS AND BLUE SHIELD	07/09/2025	Bank Draft	0.00	7,206.89	DFT0004257
00046	BLUE CROSS AND BLUE SHIELD	07/09/2025	Bank Draft	0.00	6,517.04	DFT0004258
00046	BLUE CROSS AND BLUE SHIELD	07/09/2025	Bank Draft	0.00	6,910.29	DFT0004259

Check Report

Date Range: 06/01/2025 - 07/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00046	BLUE CROSS AND BLUE SHIELD	07/09/2025	Bank Draft	0.00	36,094.20	DFT0004260

Bank Code PYBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	35	16	0.00	33,963.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	39	39	0.00	544,182.57
EFT's	0	0	0.00	0.00
	74	55	0.00	578,146.50

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	386	275	0.00	1,654,175.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	154	41	0.00	563,006.24
EFT's	0	0	0.00	0.00
	540	322	0.00	2,217,181.50

Fund Summary

Fund	Name	Period	Amount
999	Pool Cash Fund	6/2025	1,055,728.27
999	Pool Cash Fund	7/2025	1,161,453.23
			2,217,181.50

Approved

Date

CITY COUNCIL MEETING
July 21st, 2025

TO: Mayor and City Council

SUBJECT: Purchase of Ferric Chloride.

FROM: Wastewater Supervisor

AGENDA: Purchase of 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 and phosphorus removal 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 \$19,000.00. This would purchase one load of ferric chloride to be split between the two sites.

Legal Considerations: Per City Attorney.

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

Recommendations/Action: A motion to approve the purchase of 45,000 lbs. of ferric chloride for a total cost of \$19,000.00. This price includes insurance surcharge and fuel cost. Load may vary slightly but is charged by the pounds delivered.

Submitted by

Brian Bradshaw