

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Monday November 17, 2025

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Call Regular Meeting to Order	
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated November 3, 2025	2-5
Correspondence	
Public Comments (State Name and Address – 5 minutes)	
Appointments, Awards and Citations	
OLD BUSINESS:	
NEW BUSINESS:	
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4. GPS and GIS Mapping of Electrical Distribution System – Jacob Coy	62-78
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1. Project Review and Update	103
CITY STAFF:	
City Clerk	
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1. Finance Report for October	104
City Attorney	
CONSENT AGENDA:	105-112
1. Payroll dated 11/7/25 – \$260,094.07	
2. Fuel Purchase from Mulvane Coop for the Power Plant - \$20,844.44	
3. October Warrant Register – \$1,336,379.63	
ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:	
No Council Workshop for November	
Next City Council Meeting – Monday, December 1, 2025 – 6:00 p.m.	
Employee Christmas Party – Friday, December 12, 2025 – 6:30 p.m. at the Kansas Star Casino	
ADJOURNMENT:	

**MULVANE CITY COUNCIL
REGULAR MEETING MINUTES**

November 3, 2025

6:00 p.m.

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

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

OTHERS PRESENT: Austin St. John, Debbie Parker, J. T. Klaus, Joel Pile, Mike Robinson, Chris Young, Gary Kunc, Kaylie Mistretta, Sally Tatro, Crystal Hinnen, Malissa Long.

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

APPROVAL OF REGULAR MEETING MINUTES:

MOTION by Leach, second by Westfall to approve the Regular meeting minutes dated October 20, 2025.

MOTION approved unanimously.

CORRESPONDENCE: None

PUBLIC COMMENTS: None

APPOINTMENTS, AWARDS AND CITATIONS:

1. Mobility Week Proclamation:

Sr. Center Director, Kaylie Mistretta, explained that as part of Kansas Mobility Week, Mulvane Community Area Transit (MCAT) will host “Rolling to the Polls” on Tuesday, November 4th by providing free rides to and from the polls on Election Day.

Mayor Allen read a Proclamation proclaiming November 2 – 8, 2025 as Kansas Mobility Week and encouraged all residents to explore available transportation options and take part in “Rolling to the Polls” on November 4th.

The Proclamation was presented to Mistretta on behalf of the Mulvane Community Area Transit (MCAT).

OLD BUSINESS

1. Sub-Applicant Agreements for CDBG ADA Improvements:

Crystal Hinnen, with Ranson Financial, and Mulvane Community Foundation Director, Malissa Long, reviewed this item with the council. Professional Engineering Consultants (PEC) completed a Preliminary Engineering Report (PER) for ADA Improvements for participating businesses in Mulvane.

On September 15, 2025, the City Council approved sponsorship of the CDBG application. On October 20, 2025, the City Council passed the necessary resolutions certifying legal authority to

apply to CDBG and assure that funds will be provided for the operation and maintenance of the improvements. A Public Hearing was held October 27, 2025, to consider an application to be submitted to the Kansas Department of Commerce for CDBG funds.

To qualify for small grant funding, and reduce the local match to 10%, the project has been divided into three (3) phases. There are six (6) businesses included in Phase 1 for a total project cost of \$201,339 with a grant request for \$181,205.

MOTION by Huntley, second by Westfall to approve the Phase 1 Sub-Applicant Agreements for CDBG ADA Improvements and authorize the Mayor and City Clerk to sign upon the review and verification of the information for each agreement.

MOTION approved unanimously.

NEW BUSINESS

1. Review of 2026 Employee Benefits:

USI Employee Benefits Consultant, Sally Tatro, reviewed this item with the council. In 2025, the City changed from a partially self-funded medical plan with Blue Cross Blue Shield (BCBS), to a fully insured plan. The City budgeted for a 15% increase in health insurance premiums for 2026.

BCBS quoted a fully insured medical plan with a 5.7% increase for 2026, however, declined to quote a partially self-funded plan. Quotes were requested from six (6) carriers with three (3) declining. Quotes were received from Gravie and Marpai.

Staff have discussed renewal options with USI. The BCBS coverages and deductibles will remain the same for 2026. Delta Dental rates have an increase of 2.74%. Surency Vision rates will remain the same for 2026. The City was notified that UNUM will no longer accept new applications for Long Term Care (LTC) in 2026, however, current UNUM policies will remain in effect. USI is checking on other available options for LTC.

Currently the City shares the premium costs for medical and dental with the employees on a 92 / 8 split. For employees enrolled in the city's medical plan, the city contributes \$1,000 for singles and \$1,500 for employees with dependents, into a Health Reimbursement Account. The City pays for \$1,000/mo. coverage for a benefit duration of 3 years for LTC coverage, and Life/AD&D/Short Term Disability coverage for full-time employees.

City staff along with USI, is recommending that the city renew the employee health insurance plan with Blue Cross Blue Shield (Fully Insured), Delta Dental for dental coverage, Surency for vision coverage and FSA/HRA Administration, Long Term Care (provider to be determined), EMPAC for Employee Assistance Program, and Mutual of Omaha for Life, AD&D, and Short-Term Disability effective January 1, 2026. All other coverages are paid for by the employee.

MOTION by Leeds, second by Leach to approve the 2026 Benefit Renewal Package as recommended by City staff and USI Consultant to be effective January 1, 2026.

MOTION approved unanimously.

ENGINEER

1. Project Review and Update:

Main “A” Sanitary Sewer Improvements Phase 3 – Contractor is completing punch-list items. Waiting on final pay application.

Main “A” Sanitary Sewer Improvements Phase 4 – Sanitary Sewer installations have been made from the end of Phase 3 in Ralph Bell Park, through the intersection of Charles & Franklin. Traffic control and erosion control devices have been installed as needed for current construction operations.

Emerald Valley Estates 2nd Addition – McCullough Excavation is completing additional work in the eastern inlet channel to complete Change Order No. 1.

English Park Pedestrian Bridge – Shop drawings for the pedestrian bridge have been received and forwarded to the structural engineer for review. The Contractor plans to begin channel grading work on November 3rd.

Water Distribution System Study – The EPANET water model has been prepared, and test modeling of the City’s existing water distribution system has been run. Public Works has completed field pressure data. Pressure monitors were tested and field data calibrated accordingly.

CITY STAFF

City Clerk: None

City Administrator: City Administrator, Austin St. John, advised the council that the League of Kansas Municipalities (LKM) have several webinars available. If anyone is interested, please let staff know. Voting polls are open tomorrow November 4th.

City Attorney: None

CONSENT AGENDA ITEMS:

MOTION by Westfall, second by Leach to approve consent agenda items 1-8.

1. Payroll Dated 10/24/25 - \$260,689.22
2. City Utility Bills for September - \$15,312.44
3. Chemical Purchase from Brenntag for WWTP - \$38,000
4. CMB License for Casey’s
5. CMB License for Mulvane Patriots Baseball Assoc.
6. Liquor License for El Ranchito Mexican Restaurant
7. Liquor License for Kansas Star Casino
8. Annual Flock Cam Renewal - \$12,000

MOTION approved unanimously.

ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:

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

ADJOURNMENT:

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

MOTION approved unanimously at 6:27 p.m.

Minutes by:

Debra M. Parker, City Clerk

Minutes approved by the City Council _____.

City Council Meeting
November 17, 2025

TO: Mayor and City Council
FROM: Kaylie Mistretta, Senior Center & MCAT Director
RE: MCAT Title VI Program
ACTION: Approval of Title VI Program

Background

In alignment with federal requirements and to ensure the continued eligibility for grant funding, the Mulvane Community Area Transit (MCAT) program has formally adopted a Title VI Policy. This action reflects our ongoing commitment to equitable, inclusive, and accessible public transportation for all residents.

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin in programs and activities receiving federal financial assistance. MCAT's policy expands on this by also addressing concerns related to age, disability, and medical needs, ensuring broader protection for our community members.

- Operational Framework
 - Establishes procedures for receiving, documenting, and responding to Title VI complaints related to discrimination based on race, age, disability, or medical needs.
 - Provides staff training, guidelines, and operational protocols to ensure consistent compliance with federal civil rights requirements.
- Financial Arrangements
 - Compliance with Title VI is required to maintain federal transportation grant eligibility.
 - Implementation incurs no additional cost, as it is managed by existing city staff and resources.

- Program and Services
 - Ensures all riders are treated fairly regardless of race, age, disability, or medical status.
 - Applies to all MCAT programs, reinforcing equity and access across transit services.
- Maintenance and Upkeep
 - Policy will be reviewed every three years to ensure continued compliance and relevance.
 - Available on the City of Mulvane website and in print at City Hall and the Senior Center for public access and awareness.

Financial Considerations

No financial considerations.

Legal Considerations

The City Attorney has completed a thorough review of the Title VI Program and provided recommendations to ensure full compliance with all applicable federal regulations. All suggested revisions have been incorporated into the Title VI Policy, aligning the document with current legal and regulatory standards.

Recommendation

Motion to approve the Mulvane Community Area Transit (MCAT) Title VI Program as required to ensure compliance with federal regulations under Title VI of the Civil Rights Act of 1964 and to maintain the City's continued eligibility for federal transportation funding.

City of Mulvane

Title VI Program



2025

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INTRODUCTION

Title VI of the Civil Rights Act of 1964 provides that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.” To fulfill this basic civil rights mandate, each federal agency that provides financial assistance for any program is authorized and directed by the United States Department of Justice to apply provisions of Title VI to each program by issuing applicable rules, regulations, or requirements. The Federal Transit Administration (FTA) of the United States Department of Transportation issued guidelines in October 2012, FTA C 4702.1B describing the contents of Title VI compliance programs to be adopted and maintained by recipients of FTA administered funds for transit programs.

The City of Mulvane submits this Title VI Program as a new program in its commitment to ensure that no person shall , on the basis of race, color, or national origin, be excluded from participation in, denied the benefits of, or subjected to discrimination under any of its programs or activities in compliance with the Department of Transportations’ Title VI regulations.

Mulvane Community Area Transit (MCAT) is an on-demand transportation service within Mulvane City limits that includes service options along a recommended route into Derby. The MCAT is partly funded by Section 5310. The service will not conduct planned activities. The program operates as a Federal Transit Administration direct recipient. MCAT operates an on-demand response vehicle for ADA transportation. MCAT is located in Mulvane, Kansas, with a population of 6,286.

NOTICE TO THE PUBLIC
Notifying the Public of Rights under Title VI

THE CITY OF MULVANE, KANSAS

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance. The City of Mulvane, Kansas is committed to a policy of non-discrimination and operates its program and services without regard to race, color and national origin in accordance with Title VI.

Any person who believes he or she has been aggrieved by any unlawful discriminatory practices under Title VI may file a complaint with the City of Mulvane Title VI Coordinator:

Title VI Liaison/City Clerk/Deputy City Clerk
211 N. 2nd Avenue
Mulvane, KS 67110
(316) 777-1143

Complaints may also be filed directly with the Federal Transit Administration:

Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor – TCR
1200 New Jersey Avenue SE
Washington, DC 20590

- If information is needed in another language, contact (316) 777-1143.
- Si necesita información en otro idioma, llame al (316) 777-1143.

The City of Mulvane's Title VI notice to the public is posted at City facilities, on transit vehicles, and on the city's website at www.mulvanekansas.com.

AVISO AL PÚBLICO

Notificación al Público de Derechos bajo el Título VI

LA CIUDAD DE MULVANE

El Título VI de la Ley de Derechos Civiles de 1964 prohíbe la discriminación por motivos de raza, color u origen nacional en los programas y actividades que reciben asistencia financiera federal. La ciudad de Mulvane, Kansas está comprometida con una política de no discriminación y opera su programa y servicios sin tener en cuenta la raza, el color y el origen nacional de acuerdo con el Título VI.

Cualquier persona que crea que ha sido agraviada por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja ante el Coordinador del Título VI de la Ciudad de Mulvane:

Enlace del Título VI/Secretario Municipal/Secretario Municipal Adjunto

211 N. 2nd Avenue

Mulvane, KS 67110

(316) 777- 1143

Las quejas también pueden presentarse directamente ante la Administración Federal de Tránsito:

Oficina de Derechos Civiles

Atención: Coordinador del Programa Título VI

Edificio Este,^{5o} Piso – TCR

1200 New Jersey Avenue SE

Washington, DC 20590

- Si se necesita información en otro idioma, póngase en contacto con el (316) 777-1143.

Si necesita información en otro idioma, llame al (316) 777-1143.

El aviso al público del Título VI de la Ciudad de Mulvane se publica en las instalaciones de la Ciudad, en los vehículos de tránsito y en el sitio web de la Ciudad en www.mulvanekansas.com.

CITY OF MULVANE COMPLAINT PROCEDURE

In order to comply with Federal Transit Administration's requirements and guidelines, as a recipient of federal funds, the City of Mulvane must develop procedures for investigating and tracking Title VI complaints filed, and make procedures for filing a complaint available to members of the public.

RESPONSIBILITIES:

Any person who believes he or she has been discriminated against on the basis of race, color, or national origin in programs or activities receiving federal financial assistance (42 U.S.C. Section 2000d) may file a Title VI complaint. The City of Mulvane investigates complaints received no more than 180 days after the alleged discriminatory act(s) and will process complaints that are complete.

PROCEDURE:

Once the complaint is received, the City of Mulvane will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgment letter informing her/him whether or not the complaint will be investigated by our office.

The City of Mulvane has 60 business days to investigate the complaint. If more information is needed to resolve the case, the City of Mulvane may contact the complainant. The complainant has 15 business days from the date of the letter to send the requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 15 business days, the City of Mulvane can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, he/she will issue one of two letters to the complainant: 1) a closure letter or 2) a letter of finding. A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A letter of finding summarizes the allegations and the interviews regarding the alleged incident and explains whether or not any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, he/she has 30 days after the date of either letter to do so.

A complainant may also file a complaint directly with the Federal Transit Administration:

Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor - TCR
1200 New Jersey Avenue SE
Washington, DC 20590

Title VI Complaint Form

Section I					
Name:					
Address:					
Home Telephone:			Work Telephone:		
E-Mail Address:					
Accessible Format Requirements?		Large Print		Audio Tape	
		TDD		Other	
Section II					
Are you filing this complaint on your behalf?				Yes*	No
*If you answered "Yes" to this question, go to Section III.					
If not, please supply the name and relationship of the person for whom you are complaining:					
Please explain why you have filed for a third party: _____					
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.				Yes	No
Section III					
I believe the discrimination I experienced was based on (check all that apply):					
☐ Race ☐ Color ☐ National Origin					
Date of Alleged Discrimination (Month, Day, Year):					
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.					
Section IV					
Have you previously filed a Title VI complaint with this agency?				Yes	No
Section V					
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?				Yes	No
If yes, check all that apply:					
☐ Federal Agency:		☐ Federal Court:			
☐ State Agency:		☐ State Court:			
☐ Local Agency:					

Please provide information about a contact person at the agency/court where the complaint was filed:
Name:
Title:
Agency:
Address:
Telephone:
Section VI
Name of agency complaint is against:
Contact Person:
Title:
Telephone Number:

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below.

Signature

Date

Please submit this form in person at the address below, or mail this form to:

City of Mulvane
Attn: Title VI Liaison/City Clerk/Deputy City Clerk/City Attorney
211 N 2ND Avenue
Mulvane, KS 67110
(316) 777-1143

Title VI Investigations, Lawsuits, and Complaints

The City of Mulvane shall maintain the following log of Title VI complaints, investigations, and lawsuits. This log will be included in Title VI program updates submitted to the FTA every three years.

The City of Mulvane is not aware that it has had any Title VI Complaints filed. There are currently no pending investigations or lawsuits pertaining to Title VI complaints against The City of Mulvane.

	Date (Month, Day, Year)	Summary (Include basis of complaint: Race, Color or National Origin)	Status	Action(s) Taken
Investigations				
1.				
2.				
Lawsuits				
1.				
2.				
Complaints				
1.				
2.				

PUBLIC PARTICIPATION ELEMENT

PURPOSE:

The purpose of this procedure is to prescribe those actions required to inform and invite public participation from targeted Title VI communities in pending Mulvane Transit activities, including minority, low-income, and limited English proficiency communities.

REFERENCE:

Guidelines

GENERAL:

Notices of public hearing will be published 15 days in advance of the hearing, or as early as practicable, and are required generally for the following actions of the City of Mulvane:

1. All fare changes, service hour's changes, routes changes affecting the total service area.
2. Implementation of other significant changes.
3. Legal notices pertaining to grants

RESPONSIBILITIES:

1. Department Heads are responsible for the preparation of hearing notices pertaining to their areas of responsibility. Example: Mulvane Community Area Transit Director will be responsible for hearing notices of a route change.
2. The City Clerk/Deputy City Clerk is responsible for the publication of notice of public hearings and distribution of all notices.
3. The City Clerk will be responsible for maintaining a file of certified notices of public hearing as provided by the publisher.
4. The Senior Center Director is responsible to reach out to low-income and minority groups through the Senior Center.
5. Outreach to specific groups will be based on census data collected determining if any low-income, minority or LEP groups are affected.

PROCEDURES:

1. All notices shall be publicized as follows:
 - a. Legal notices pertaining to grants, fare/route changes and any other significant change will be published 15 days in advance of the hearing if possible, or as early as practicable before the hearing.
 - b. Mulvane News/Bandwagon will be used.
 - c. General releases (PSAs), if necessary
2. Bulletins will be posted at City facilities and in the MCAT van that discuss changes and information for how to provide comments.
3. Notification on the City of Mulvane website and social media accounts.
4. Public hearings and meetings will be scheduled generally in the evening to accommodate work schedules. MCAT will provide on-demand pickup for the meeting when needed. Meeting locations will be accessible.
5. Public comments can be provided through email to the senior center staff, a recorded phone line, postal mail, and/or comment cards provided at Senior Center and open City Council meetings under citizens to be heard.
6. Public hearings will be open to the public and posted in advance. Citizens will be encouraged to attend to provide comments. Language or sign interpretation will be provided upon request since

less than 1% of the population speaks Spanish or English less than very well.

FOUR FACTOR ANALYSIS

1. Identify the number of Limited English Proficiency (LEP) individuals that can utilize the service provided by the City of Mulvane.

Using information from the 2023 American Community Survey data, the Spanish group has less than 1% of the total population and less than 30 persons that “speak English less than very well” and will require written translation.

2. Identify the frequency in which LEP individuals come in contact with the service.

The City of Mulvane has not begun to offer services yet, but our frequency will be low due to the small population of LEP’s.

3. Identify the importance of the service to the LEP community.

Providing services to everyone in the community is a priority to the City of Mulvane, we will use an interpreter to communicate and schedule rides for individuals who speak English less than very well.

4. Identify the resources available and the respective costs of these resources.

Currently, the interpreters are City of Mulvane employees. There are no additional costs associated with this service.

LIMITED ENGLISH PROFICIENCY PLAN

The purpose of developing a Limited English Proficiency (LEP) Plan, as a recipient of federal funds, is to identify the extent of LEP individuals and identify ways that the transit agency can reduce, or eliminate, barriers to LEP individuals.

The City of Mulvane is committed to providing equal opportunity in all programs and services to ensure full compliance with all civil rights laws, including Title VI of the 1964 Civil Rights Act which requires non-discrimination on the basis of race, color or national origin. Equal opportunity includes program access for persons with Limited English Proficiency (LEP).

Limited English Proficient (LEP) persons refer to: Persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all.

Utilizing the information gathered from the Four Factor Analysis, the following plan is developed in order to provide the necessary assistance to LEP persons.

1. Identified LEP Individuals.

Since less than 1% of the population speaks Spanish or English less than very well no language meets the requirements. City of Mulvane will provide translated materials and interpretation services when needed.

2. Language Assistance Measures.

Since less than 1% of the population speaks Spanish or English less than very well, no language meets the requirements.

3. Training Staff.

Drivers will be trained to identify those needing assistance and assist riders as well as possible using phone translators. An interpreter will help with scheduling a ride.

4. Providing Notice.

The LEP Plan is posted on the City of Mulvane's website, www.mulvanekansas.com. The LEP plan will be provided to any person or agency requesting a copy. The person to contact in regards to the LEP Plan is the Human Resource Director and can be reached via phone at (316) 777-1143

5. Monitoring and Updating the LEP Plan.

City of Mulvane will update the plan according to the Title VI update schedule, which is every three years. The plan will also be updated any time changes in the demographics of the agency's service area is deemed significant in regards to LEP persons.

City of Mulvane Human Resources is designated as the Equal Opportunity/Limited English Proficiency Coordinator and may be reached at 316-777-1143 for information, access or to file a complaint.

FACILITY LOCATION EQUITY ANALYSIS

The City of Mulvane has no facilities. If the City of Mulvane constructs new facilities, it will complete a Title VI equity analysis during the planning stage, consistent with FTA requirements, to ensure that the location does not have a discriminatory impact on the basis of race, color, or national origin.

PLANNING AND ADVISORY BOARDS

The City of Mulvane will encourage diverse participation on transit-related planning or advisory boards, committees, or councils and maintain demographic data on the composition of these boards and descriptions of efforts made to encourage the participation of minorities on such committees.

Mulvane

Body	White	African American	Native American	Asian American	Other	More than One Race
Population	99.06%	.89%	3.32%	.24%	.95%	4.49%
City Council	100%					

Members are elected to these positions.

PROVIDING ASSISTANCE AND MONITORING SUBRECIPIENTS

The City of Mulvane will assist subrecipients in meeting Title VI compliance by providing sample notices, complaint procedures, demographic data, and any other helpful data, which may be kept in a central repository for subrecipients' use. The City of Mulvane will document processes for ensuring subrecipient compliance with Title VI, collect and review Title VI Programs, and, if requested by FTA, require subrecipients to verify that services are provided equitably. However, if a subrecipient also receives FTA funds directly, the City is not responsible for monitoring that subrecipient.

ADDITIONAL INFORMATION

The City will provide additional Title VI-related information to FTA upon request, as needed to address discrimination complaints or other compliance concerns.

Mulvane TRANSIT TITLE VI PROGRAM

APPROVED on _____, 2025.

CITY OF MULVANE, KANSAS

Brent Allen, Mayor

[seal]

ATTEST:

Debra M. Parker, City Clerk

City Council Meeting
November 17, 2025

TO: Mayor and City Council
FROM: Kaylie Mistretta, Senior Center & Mulvane Community Area Transit Director
RE: Policy and Procedure Manual for the Mulvane Community Area Transit
ACTION: **Approval of Policy and Procedure Manual for the Mulvane Community Area Transit**

Background:

The Mulvane Community Area Transit (MCAT) program continues to evolve to meet the growing transportation needs of residents. In response to operational demands, regulatory requirements, and community feedback, MCAT has developed a comprehensive Policy and Procedure Manual outlining operational standards, safety protocols, and service expectations. The manual serves as a guide for staff, riders, and stakeholders to ensure consistency, transparency, and accountability in public transit services.

It defines staff roles, service eligibility, scheduling, rider conduct, and safety procedures, aligning with Kansas Department of Transportation (KDOT) and Federal Transit Administration (FTA) guidelines. MCAT services include general public transportation, senior transit, and ADA-compliant options, reinforcing equitable access for all riders.

MCAT operations are supported through a combination of federal 5310 grant fund administered by the Wichita Area Metropolitan Planning Organization (WAMPO), local matching funds provided by the City of Mulvane, and rider fares of \$2 per trip. No additional financial impact is anticipated from the adoption of the manual, as implementation and compliance will be managed within existing resources. Regular maintenance, inspections, and updates will continue per KDOT standards, with the manual reviewed annually to reflect operational and regulatory changes.

Financial Considerations:

Approval of the Policy and Procedure Manual does not create any new financial obligations. Ongoing compliance will help maintain grant eligibility and promote efficient use of existing resources.

Legal Considerations:

The City Attorney has reviewed the MCAT Policy and Procedure Manual to ensure alignment with applicable local, state, and federal laws. All recommended revisions have been incorporated, including those related to Title VI, ADA compliance, and liability protections.

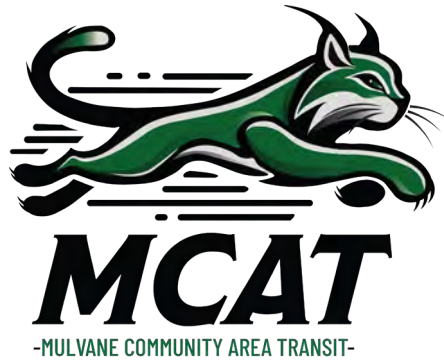
Recommendation:

Motion to approve the Mulvane Community Area Transit (MCAT) Policy and Procedure Manual to establish standards, ensure compliance, and support safe, reliable, and equitable transit services.

City of Mulvane Public Transportation

Mulvane Community Area Transit

MCAT



Operating Policies & Procedures

Mulvane Senior Center

632 E. Mulvane St.

Mulvane, KS 67110

316-777-5555

316-777-4813

Est. June 2025

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GENERAL INFORMATION

The Mulvane C.A.T. bus service provides low-cost public transportation in the City of Mulvane. The vehicle being used is a paratransit bus, which is equipped to accommodate the special needs of the elderly and the disabled in compliance with the Americans with disabilities Act (ADA). Mulvane C.A.T. is a demand-response (curb-to-curb) service, a first-come, first-served availability program, consistent with federal nondiscrimination and equal opportunity requirements. Demand response services are a form of public transportation that provides service from origin to destination on demand.

Mission Statement

Mulvane C.A.T. mission is to provide public transportation that is accessible, safe, and affordable transit for senior citizens, citizens with disabilities, and citizens without dependable transportation to essential establishments, community services, programs, and activities, thus promoting a healthy lifestyle and improved quality of life. Mulvane C.A.T. operates in compliance with all applicable federal nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, and FTA regulations. No person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the basis of disability in any of its programs, services, or activities receiving federal financial assistance.

Program Funding

The City of Mulvane's Public Transportation Program is funded in part by a Section 5310 grant for Enhanced Mobility of Seniors and Individuals with Disabilities. Because this program receives federal funding through the Federal Transit Administration (FTA) Section 5310 Program, the City of Mulvane agrees to comply with the FTA Master Agreement and related FTA Circulars. This includes financial oversight, Title VI compliance, ADA accessibility, program reporting, and procurement obligations. Local match requirements will be maintained as required by FTA guidance, and all expenditures are subject to audit.

Access to Information

Mulvane C.A.T. policies and information are available in alternative formats upon request, including large print, audio, and accessible electronic versions. Language assistance, including interpretation and translation services, is available at no cost. To request alternate formats or language support, contact the Senior Center at (316) 777-4813 or City Hall at (316) 777-1143.

OPERATIONS

Service Hours

The Mulvane C.A.T. service hours are 8:00 am - 4:00 pm, Monday through Friday.

The Senior Center hours are from 8:00 am - 4:00 pm, Monday through Friday. Mulvane C.A.T. will not operate on weekends, City observed holidays or whenever the Senior Center is closed. If the holiday lands on a Saturday, offices will be closed on Friday. If the holiday lands on a Sunday, offices will be closed on Monday.

Service Area

The service area is within the city limits of Mulvane, including the Kansas Star Casino. Our drop-off limit is Rock Regional Hospital on North Rock Road in Derby. Please note, if the individual resides in Derby City limits, services are provided by the Derby Dash and if the individual resides in Sedgwick County, services are provided by Sedgwick County Transit. Mulvane C.A.T. does not duplicate transit services. Transfers while in the City of Wichita may be accessed by using Wichita Transit's fixed routes, Paratransit services or private pay options, i.e. taxi or a transportation network company. No accommodation will be made for wait time or drive-thru requests.

Passenger Limit

The Mulvane C.A.T. has a 14-passenger limit (12 seated and 2 wheelchair). Dispatchers and drivers must adhere to that number when scheduling riders. Personal Care Attendants (PCAs) approved at registration may accompany eligible riders at no additional cost. One companion may accompany an eligible rider, space permitting, and must pay the same fare as the rider. Additional companions may ride if space allows and are subject to the same fare requirement.

Payment for E-Pass

Mulvane C.A.T. will operate with a prepaid E-Pass only. One \$2.00 debit will serve as payment for a one-way ride. E-Pass must be purchased and loaded in advance. Riders must have sufficient

funds on their Pass Card before scheduling a ride. Drivers do not carry cash, and the E-Pass is not for sale on the bus.

E-Pass are available for purchase in person at:

- **Mulvane Senior Center** (632 E. Mulvane St.) – Cash, check, or credit card (\$10.00 minimum purchase). Credit and debit payments include additional service fees. Please check with City Hall for the current rates of fees.
- **Mulvane City Hall** (211 N. 2nd Ave.) – Cash, check, or credit card (\$10.00 minimum purchase). Credit and debit payments include additional service fees. Please check with City Hall for the current rates of fees.

If a rider is unable to visit in person, they can visit www.mulvanekansas.com below the picture select Online Payments; on the payment page select Pay Miscellaneous Fees; Enter your Name as registered and annotate MCAT; Enter the amount you wish to be charged and select check out. Complete Checkout and complete the Payment information.

E-Passes are non-refundable and do not expire.

The fare is \$2.00 per stop (each time a rider boards the bus). Each ride between two locations counts as one stop. Example: A trip from home → Walmart → doctor → home includes three stops and would cost \$6.00 total.

Children four years and younger ride for free with a paid adult rider.

Children 14 years and younger must be accompanied by a paid adult rider.

Children 15 to 17 years must have a parent/guardian signed registration form.

Financial Assistance Program

Individuals that reside within Mulvane city limits and whose income falls below the State of Kansas Poverty Guidelines may qualify for assistance paying the cost for a rider's fare.

Individuals must provide valid identification, proof of residence, and proof of income for two months at the time of application submission. Applicants must resubmit all required documentation every three months. Rider scholarships are distributed upon the availability of donated funds towards the Mulvane Community Area Transit Financial Assistance Program.

Riders are limited to 12 one-way rides per week and a total of \$250 in assistance every three months.

Riders are responsible for notifying dispatch of any changes to their schedule. If no shows or late cancellations become excessive (3 within a period of a year) the rider will lose their

eligibility for the financial assistance program for 60 days from their last offense and may be suspended from ridership for up to 30 days. For more information review the Cancellation/No Show Policy section in this manual. (page 7)

Medically Necessary Requests/Equipment

All medically necessary service requests/equipment must be noted when making a reservation; every effort to accommodate any reasonable requests/equipment or modification to policies, practices, or procedures when necessary to avoid discrimination on the basis of discrimination will be made. Persons traveling with portable oxygen or other support equipment may be transported if it does not interfere with the rider's or other passenger's safety.

Scheduling a Ride

A reservation is required to ride. Reservations should ideally be made at least 24 hours in advance. However, please note that even with 24-hour notice, rides may not always be available. Reservations may be made the same day if space is available. Rides are scheduled on a first-come, first-served basis. Subject to availability, changes to a scheduled ride may occur by contacting dispatch (316-777-5555) during regular business hours. Changes cannot be made by the driver or during a trip already in progress.

Riders must complete all registration forms before scheduling a ride. Forms are available at the Mulvane Senior Center, City Hall or online at www.mulvanekansas.com. When making a reservation, riders will be asked to provide their name, address of origin, and destination, along with any special circumstances (service animal, mobility needs, etc.). As an account security measure, we will request to take a photo either at registration or on your first ride so that the drivers can identify you each time you are picked up. Reservations for a ride can only be made by someone 16 years old and older. Children under fourteen (14) years old must be accompanied by someone eighteen (18) years or older. Children between fifteen (15) and seventeen (17) years may ride unaccompanied, but only after a parent or guardian has completed all necessary registration forms.

If the rider resides in a large building/apartment or institution, the pick-up/drop-off location will be the main entrance for that building/apartment or institution. If the rider has curb access from their residence/apartment, they will be picked up as close as possible to the curb directly in front of their pickup location. Dispatch must be notified of any special pick-up requests during scheduling. Passengers may request reasonable modifications to accommodate disabilities. All such requests should be made at the time of reservation or as early as possible. Mulvane C.A.T. will grant reasonable accommodations unless doing so would fundamentally alter the nature of its services or pose a direct threat to the health or safety of others.

Cancellation/No-Show Policy/Recurring Rides

A late cancellation is defined as either a cancellation made less than 2 hours before the scheduled

pickup time or a cancellation made at the door of the Mulvane C.A.T. that has arrived within the pickup window. A no-show occurs when a rider fails to appear to board the Mulvane C.A.T. for a scheduled trip. A notice listing the violation dates and date of suspension will be sent to the rider's address on file via first-class mail or hand delivered upon the next ride. Acknowledgement must be signed before the next ride takes place. A rider may appeal a suspension through the grievance process outlined later in this document. When the dispatch office is closed, ride cancellation messages may be left on the voice mail system.

The Mulvane C.A.T. offers recurring scheduled rides to passengers as the schedule allows. This may not be used as a placeholder for patrons. Passengers may not be on a recurring schedule and may cancel their transportation daily.

- After two cancellations/no-shows within a 7-day business period, the passengers will receive a written warning.
- After a third cancellation/no-show of a recurring schedule within a 7-day business period, passengers will be charged a \$2.00 fee for this trip regardless. Payment for this trip will be debited to their account and may result in a negative balance. Before any additional transport can be provided, the account will need to be reloaded.
- Any additional cancellations will result in passengers being permanently removed from a recurring schedule and will only be allowed to schedule individual trips.

Pick-Ups & Drop-Offs

For pick-ups, riders must be ready and wait at the designated pick-up location. The bus will wait 5 Minutes for a rider in front of, or as close as possible to, the rider's designated pick-up location. Drivers will not come to the door to assist passengers. The driver may assist the passenger from the curb into the bus if requested. Riders need to be prompt and be ready to board the bus.

If your pick-up is at an apartment complex or place of business, you should let the dispatcher know when requesting the trip if there are any special instructions needed. Otherwise, drivers will pick up and drop off at the main entrance or designated/predetermined points of entry for safety reasons. For drop-offs, the driver will drop the rider off in front of, or as close as possible to, the predetermined drop-off location.

Pick-up Window

Mulvane C.A.T. pick-up window is defined as 10 minutes before to 10 minutes after a scheduled pick-up time. If the bus arrives at any time within this window, the driver will wait for 5 minutes. A rider who fails to board the bus will be considered a no-show. If the bus arrives before the start of the pickup window, the driver's 5-minute wait will not begin until the designated pickup window time. Riders should be ready for pickup at any time within the Mulvane C.A.T. pickup window.

Wheelchairs & Other Mobility Devices

The Mulvane C.A.T. will attempt to accommodate wheelchairs and other mobility devices.

Devices may not exceed 48” in length, 30” in width, or 600 pounds in total weight (occupied). Individuals with mobility devices exceeding these standards will not be allowed to ride. For passenger safety, the Mulvane C.A.T. will not transport riders with broken mobility devices or without properly working brakes. Mobility devices must be clean, safe, and in good working conditions. Motorized wheelchairs must be able to be locked down and will not be allowed to ride without being locked down. Consistent with the ADA, Mulvane C.A.T. will not discriminate against any mobility device that meets these criteria.

Child Safety Seats

The Mulvane C.A.T. does not provide child restraints or seats. Drivers are not permitted to carry children on or off the vehicle. If your child needs assistance, you must provide it.

Service Animals and Emotional Support Animals

According to the Americans with Disabilities Act (ADA), a service animal is any animal that is individually trained to provide assistance to a person with a disability. **Emotional Support Animals are not allowed under any circumstances.** Please inform the Mulvane C.A.T. dispatcher if a service animal will be present when scheduling a ride. The animal’s care and safety are the responsibility of the owner. Documentation of current vaccinations will be required for passengers traveling with any service animal.

Boarding and Securement of Passengers

Drivers will secure wheelchairs and other mobility devices. It is the rider’s choice to transfer or remain in their mobility device. In some cases, the driver may ask the rider to transfer to a seat if it is not possible to secure the passenger safely. Individuals who cannot board the vehicle using the steps may use the wheelchair lift for access.

Driver Assistance & Attendants

Attendants

- Mulvane C.A.T. does NOT provide attendants.
- Attendants may accompany a rider that requires assistance at no charge, with prior approval.

Assistance provided by Mulvane C.A.T. Drivers:

- Assistance from the curb to the vehicle, boarding and securement in the vehicle.
- Securement of mobility device equipment and packages in the vehicle.

Assistance NOT provided by Mulvane C.A.T. Drivers:

- Assistance beyond the curb.
- Drivers are not permitted to carry children.
- Drivers may not lift passengers
- Locking/unlocking doors or activating/deactivating house alarms.

Reasonable Modification Requests – ADA Compliance:

Mulvane C.A.T. is a curb-to-curb transportation program. Riders are expected to travel independently to and from the curb. However, in accordance with the Americans with Disabilities Act (ADA), MCAT will consider reasonable modification requests for additional assistance when a disability prevents independent access to or from the curb.

Such requests will be evaluated on a case-by-case basis to determine whether the requested assistance is reasonable, does not pose a safety risk to the driver or others, and does not fundamentally alter the nature of the service. MCAT does not provide attendants, and drivers are not permitted to enter buildings or physically lift riders.

Riders may request a reasonable modification at the time of scheduling a ride or by contacting dispatch at (316) 777-5555.

Packages

Carry-on packages are limited to a total of 5 packages. They will be placed inside the tub for transport. Drivers may help a rider carry packages from the curb and on/off the vehicle.

Packages or personal items left on the bus will be held for 24 hours; however, perishable items will be discarded at the end of the day. Neither the driver nor the City of Mulvane is liable for any damage that may occur to packages during transport.

Late Vehicles Due to Traffic or Inclement Weather

Public transportation providers experience the same traffic and weather conditions as the rest of the commuting public. Occasionally, the bus may be late for a pick-up. If the vehicle has not arrived by 15 minutes after the scheduled pick-up time, call the Mulvane C.A.T. Dispatch. C.A.T. staff will call scheduled riders when the bus is going to be late. They will know the status of the vehicle and what time to expect it. If a pick-up is more than 60 minutes after the scheduled pick-up time, the ride will be free of charge unless the delay is due to inclement weather. This policy does not apply to rides delayed or cancelled due to inclement weather.

Operations during Inclement Weather or Emergency Events

During inclement weather, the decision to operate the Mulvane C.A.T. will be determined by the Mulvane Senior Center. Should factors dictate that the C.A.T. cannot operate safely, riders will be notified.

CODE OF CONDUCT

General Rules

The purpose of the Code of Conduct is to ensure a safe and orderly environment through well-defined policies and procedures. The Mulvane C.A.T. has rules to support a consistent and positive environment. Inappropriate conduct will not be tolerated. Riders have a responsibility to respect each other, to comply with Mulvane C.A.T. rules and policies, and to accept the consequences of their actions if they violate the following:

1. Riders must obey the cancellation/no-show policy shown on page 5.
2. Riders must obey all instructions from the driver.
3. Prompt service can only occur when riders quickly board the bus and exit the bus at the appropriate times.
4. No loud voices, profanity, and/or obscene gestures. No bullying will be tolerated.
5. Passengers must respect the rights and safety of the driver and others.
6. Shirt and shoes are required.
7. Riders must go directly to a seat and keep the aisles and exits clear. Riders are not to extend arms, hands, heads, or any body parts outside the windows.
8. Riders must fasten their seatbelts during the duration of transport until the bus comes to a full and complete stop. Seat Belt extenders are available upon request.
9. Riders must remain in their seats and silent at all railroad crossings.
10. Passengers must remain properly seated at all times. This means back against the back of the seat and bottom against the bottom of the seat. The driver will signal when to get up from the bus seat if you are at your stop.
11. No standing while the vehicle is in motion.
12. Riders are not allowed to carry nuisance items or hazardous materials.
13. NO open carry of firearms or weapons of any kind will be allowed.
14. Smoking, vaping, or electronic cigarettes are NOT allowed to be used on the bus.
15. No riding under the influence of alcohol, drugs, or controlled substances.
16. Anyone with incontinence must be dry upon boarding the vehicle.
17. Riders are not allowed to have bodily fluids, blood components, exposed mucus membranes, or exposed wounds present on the body, or on any personal item(s).
18. Riders will be expected to pay for damage they cause to the bus.
19. Riders are allowed to have food and drink on the bus. Riders are responsible for cleaning up after themselves and leaving the bus in a clean and safe condition.
20. Patrons involved in any physical altercation will immediately be suspended for a period of one year.

Driver Discretion to Refuse Service Based on Behavior

The driver has the discretion to take measures if a rider engages in persistent, inappropriate or dangerous behavior. The driver's discretion may include refusing service, may require the rider to exit the bus or the driver may call the authorities if necessary. Riders who violate this code of conduct repeatedly will be subject to suspension of riding privileges. Riders who engage in physical abuse, cause physical injury to another rider or driver or verbal abuse may be subject to immediate and permanent suspension and possible criminal prosecution. Drivers will report violations of rules to dispatch.

If a conduct violation occurs, these actions will be taken:

1. 1st violation – A written warning will be issued by dispatch and given to the rider. The warning must be signed (by a parent or guardian, for minor riders) and returned to the dispatch before the rider is permitted to utilize the service again.
2. 2nd violation - A written warning will result in a letter stating suspension of one month.
3. 3rd violation - A letter stating that the rider is suspended from riding the Mulvane C.A.T. for a one year period will be mailed to the rider address.

COMPLAINTS

The Mulvane C.A.T. Program is operated through the Mulvane Senior Center. The physical address is 632 E. Mulvane St., Mulvane Kansas, 67110.

Mulvane C.A.T. Dispatch 316-777-5555

Director of Senior Center & MCAT Transportation, Kaylie Mistretta 316-777-4813

Riders have a right to dispute or file a complaint regarding service. Contact the Mulvane C.A.T. Dispatch at 316-777-5555. The Dispatch receives all telephone and verbal complaints and documents prior to notifying the Administrator. If a satisfactory solution cannot be reached, a written or email grievance may be filed within 10 days of the incident or complaint to the City of Mulvane Administrator for an assessment of the situation.

Austin St. John, City Administrator
211 North 2nd Avenue
Mulvane, Kansas 67110
316-777-1143
astjohn@mulvane.us

The city will also accept ADA or Title VI-related complaints and will provide reasonable assistance to individuals with disabilities or limited English proficiency in completing the grievance. The grievance procedure and complaint forms will be made publicly available and in alternate formats and languages, upon request.

COMPLIANCE WITH TITLE VI AND SECTION 504 REQUIREMENTS

All riders and applicants for service are entitled to the protections and procedures outlined in the City of Mulvane's Title VI Program, as adopted and maintained in compliance with Federal Transit Administration (FTA) Circular 4702.1B. This includes procedures for filing a Title VI complaint, timelines for review and investigation, and the right to appeal, any decision made under that process.

Mulvane C.A.T. will follow the procedures set forth in the City of Mulvane's Title VI Program, including:

- Posting of public notices regarding non-discrimination.
- Providing language assistance for persons with limited English proficiency (LEP).
- Investigating Title VI complaints in accordance with federal timelines.
- Providing accommodations and access for individuals with disabilities.
- Conducting public outreach consistent with Title VI standards.

In the event of any conflict between the Mulvane C.A.T. Operating Policies and the City's Title VI Program, the provisions of the Title VI Program shall control. Riders may request a copy of the City's full Title VI Program by contacting City Hall or the Title VI Coordinator.

In accordance with Section 504 of the Rehabilitation Act of 1973, Mulvane C.A.T. does not discriminate on the basis of disability in admission to or access to its programs, services, or activities. Reasonable modifications and auxiliary aids and services are available upon request.

ACKNOWLEDGEMENT: OPERATING POLICIES AND PROCEDURES

I have read and understand that these rules and procedures are in place to promote a safe and respectful bus environment.

I further understand that this form must be signed and returned before riding the Mulvane C.A.T.

Rider's Signature:

(Signature)

(Please Print)

Parent/guardian's Signature (if under 18):

(Signature)

(Please Print)

Rider/Parent/guardian's phone number (if under 18):

Home _____

Cell _____

Work _____

City Council Meeting
November 17, 2025

TO: Mayor and City Council
FROM: Kaylie Mistretta, Senior Center Director
RE: Senior Center Agreement between Sedgwick County & City of Mulvane
ACTION: Approval of Agreement for Senior Centers with Sedgwick County

Background:

Since 2019, the City of Mulvane, Kansas (the “City”) has contracted with Sedgwick County, Kansas (the “County”) to establish a collaborative framework for the operation of the senior center. The Agreement for Senior Centers (the “Agreement”) is substantially the same as in prior years. The Agreement outlines the terms and conditions for the operation and management of senior centers within our jurisdiction.

Mulvane Senior Center is a community focal point where seniors can go for a variety of services, education, and social activities for adults age 55 and older. In order to receive County funding, each senior center is required to provide certain types of programming based on the level of senior center.

The key provisions/highlights of the Agreement include:

- Operational Framework:
 - Clearly defined roles and responsibilities for both County and the City in the operation and management of the senior center.
- Financial Arrangements:
 - Details regarding the allocation of financial resources and funding responsibilities for the senior center.
- Programs and Services:
 - Commitments on the development and implementation of diverse programs and services that cater to the needs and interests of our senior community.
- Maintenance and Upkeep:
 - Specifications regarding the maintenance and upkeep of the senior center, ensuring a safe and welcoming environment for all participants.

Financial Considerations:

Subject to County appropriation, this Agreement will provide \$35,000 for salaries from the County to the Mulvane Senior Center for 2026.

Legal Considerations:

The City Attorney has reviewed the Agreement.

Recommendation:

Motion to approve the Agreement for Senior Centers for the Mulvane Senior Center between the City of Mulvane, Kansas and Sedgwick County, Kansas for the 2026 budget year.

AGREEMENT FOR SENIOR CENTERS
by and between:

SEDGWICK COUNTY, KANSAS
and
CITY OF MULVANE, KANSAS
Mulvane Senior Center

This Agreement made and entered into this ____ day of _____, 2025, by and between Sedgwick County, Kansas (“County”) and City of Mulvane, Kansas (“Contractor”).

WITNESSETH:

WHEREAS, County wishes to make available certain senior center services to older adult residents of Sedgwick County; and

WHEREAS, County desires to engage Contractor to provide said services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

SECTION 1: SCOPE OF SERVICES

1.1 Purpose and Scope of Work. Contractor shall provide senior center services to eligible Sedgwick County participants, as those participants are defined herein. The parties agree that time is of the essence in Contractor’s performance of this Agreement.

1.2 Term. This Agreement shall be for a period commencing January 1, 2026 and ending December 15, 2026. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after December 15, 2026, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2027 and (b) funds are available for the 2027 program year.

SECTION 2: CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants the following:

- a. Any funds provided for services under this Agreement which are unexpended upon termination of this Agreement will be returned to County.
- b. Contractor’s records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- c. This Agreement will be evaluated by County in terms of obtaining goals and objectives.
- d. Contractor shall provide written notice to the Director of the Sedgwick County Department of Aging & Disabilities if it is unable to provide the required quantity or quality of services.

- e. Contractor shall submit required eligible participant data reports and demographics reports by the 10th day of the month semi-annually (i.e. July and January). These semi-annual reports will include the information as set forth in Exhibit C, which is attached hereto and incorporated as if fully set forth herein.
- f. All applicable records will be maintained by Contractor on such forms, as the Director of the Sedgwick County Department of Aging & Disabilities shall designate. Contractors who do not submit required reports in accordance with this paragraph will not be sent payments by the County until they are deemed in compliance with the requirements of this Agreement.
- g. To provide the Sedgwick County Department of Aging & Disabilities a copy of its Organizational Chart. This will be submitted at the beginning of the Contract year. Updated copies will be submitted promptly if changes occur during the duration of this Agreement.
- h. To provide the Sedgwick County Department of Aging & Disabilities a list of its Board of Directors, which is to include each member's name, address and phone number. This should be submitted at the beginning of the contract year. Updated copies will be submitted promptly if changes occur during the duration of this Agreement.
- i. To provide a smoke free building. In the event that Contractor does not provide a building, which is smoke free in accordance with this paragraph, no payment will be sent by County until Contractor is deemed compliant with the requirements of this paragraph.
- j. Attendance is required at the quarterly Senior Center Summit meetings. Notice of the meeting times and places will be provided by the Sedgwick County Department of Aging & Disabilities.
- k. An eligible participant in this program is:
 - i. a resident of Sedgwick County, Kansas; and
 - ii. fifty-five (55) years of age or older.

SECTION 3: COMPENSATION AND BILLING

3.1 Compensation. Payments made to Contractor pursuant to the terms of this Agreement shall be reimbursed at:

Salaries	\$35,000.00
TOTAL	\$35,000.00

County and Contractor agree that under no circumstances shall the total compensation paid to Contractor under this Agreement exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00). This reimbursement shall be the sole compensation rendered to Contractor hereunder.

3.2 Invoicing and Billing. Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Paragraph 3.1, Contractor shall submit billing for services provided to the County by the 10th day of each month or on a quarterly basis. Payment to Contractor shall be made within 30 days following receipt of Contractor's billing. Billings submitted after the 10th of the month may be rolled over to the next billing cycle. Line item billings must include documentation to support the invoice request. Payments shall be made to Contractor only for items

and services provided to support the contract purpose and if such items are those that are authorized by Paragraph 3.1. The County reserves the right to disallow reimbursement for any item or service billed by Contractor if the County believes that any item or service was not provided to support the contract purpose.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County. All invoices must be submitted on or before December 18, 2026. County will not honor any requests for reimbursement compensation received after this date.

3.3 Non-Supplanting Existing Funds. Grant funds made available under County mill levy grants and administered under this Agreement will not be used to supplant existing funds and/or funding sources, but will rather be used to increase the amounts of those other funding sources.

3.4 Reprogramming of Funds. In the event the amount of funds County actually receives from the mill levy is less than anticipated, or in the event that no funds are available to County for funding this Agreement, Contractor understands and agrees that County may decrease the total compensation and reimbursement to be paid hereunder, or may suspend or terminate this Agreement without penalty.

SECTION 4: CONTRACTOR'S PERSONNEL

4.1 Qualified Personnel. Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the services as described herein. Such personnel shall not be Sedgwick County Department of Aging & Disabilities employees or have any other contractual relationship with the Sedgwick County Department of Aging & Disabilities. All of Contractor's personnel engaged, directly or indirectly, in the provision of services shall meet the requirements of this Agreement, all applicable federal laws, and all applicable laws of the State of Kansas.

4.2 Minimum Wage. Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

4.3 Employee Conflict of Interest. Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

Contractor shall submit written notice to County in the event Contractor becomes aware that:

- a. an employee of the Department of Aging & Disabilities is also an employee of Contractor at the time this Agreement is executed;
- b. an employee of Contractor seeks additional/alternate employment with the Department of Aging & Disabilities during the term of this Agreement; or
- c. an employee of the Department of Aging & Disabilities seeks additional/alternate employment with Contractor during the term of this Agreement.

The Department of Aging & Disabilities shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The Department of Aging & Disabilities may immediately terminate this Agreement without any further liability to Contractor if Contractor fails to adhere to the Department of Aging & Disabilities' decision.

4.4 Interest of Contractor. Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of program services pursuant to this Agreement.

4.5 Interest of Public Officials and Others. No County officer or employee, or any member of its governing body or other public official, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

4.6 Advisory Council Members. *[reserved]*

4.7 Gratuities and Favors. Contractor shall not directly or indirectly offer to any of County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

4.8 Participant Safeguards. Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding execution of this Agreement or, at any time during the pendency of this Agreement, are restricted as follows:

- a. persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing services, administering this Agreement, or handling any funds conveyed hereunder;
- b. persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing services or otherwise interacting in any way with persons served pursuant to this Agreement; and
- c. persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8- 2116 and 8-2118.
- d. The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.
- e. Any issues concerning the interpretation of this Section 4.8 or its application to an individual shall be referred to the Director of the Sedgwick County Department of Aging & Disabilities. The Director's decision shall be final for purposes of compliance with this Agreement.

SECTION 5: RECORDS, REPORTS, INSPECTIONS AND AUDITS

5.1 Internal Review and Corrective Action. Internal review and corrective action shall be carried out pursuant to the Department of Aging & Disabilities' Policies and Procedures Manual. An individual who feels that she or he has been treated in an unfair or discriminatory manner by employees, contractors or providers should contact County within sixty (60) days of the occurrence. An incident report will be completed and forwarded to the Director of the Sedgwick County Department of Aging & Disabilities for review. The Director will issue a timely written response to the individual, addressing his or her concern and detailing any actions taken to correct the inappropriate treatment. The decision by the Director is considered to be the final action on the issue. Identities of individuals filing a grievance shall be kept confidential to the extent possible.

5.2 Notice of Action-Including Notice of Appeal Rights. To the extent permitted by law, Contractor shall retain the right to appeal any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*).

5.3 County Audit. County may request an audit for all funds received by Contractor from County as part of this Agreement. Any such audit shall be performed in accordance with the provisions of this Agreement. The audit shall cover Contractor's Accounting Information and other financial records which apply to this Agreement only. A copy of the audit requested by County shall be provided to the Department of Aging & Disabilities within twenty (20) days after receipt thereof. The audit may be requested by County at any time throughout the duration of this Agreement.

5.4 Audits by State or Federal Agencies. Contractor shall assist County in any audit or review of the Program which might be performed by the Kansas Division of Legislative Post Audit or by any other local, state or federal agency by making persons or entities, documents, and copies of documents subject to Contractor's control available for the auditors or their representatives.

5.5 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.

5.6 Reports. During the term of this Agreement, Contractor shall furnish to County, in such form as County may require and upon County's request, such statements, records, reports, data and information pertaining to matters covered by this Agreement.

In addition, Contractor shall use the MySeniorCenter database platform to track membership, attendance, activities, reports, and any other information related to the program requirements of the Sedgwick County Department of Aging & Disabilities as outlined in this Agreement. County shall pay the cost of Contractor's MySeniorCenter database. At County's request, Contractor shall provide County with "administrator" access to Contractor's MySeniorCenter database, and such access shall include membership, attendance, activities, reports, and any other information related to the program requirements of the Sedgwick County Department of Aging & Disabilities as outlined in this Agreement.

Payments to Contractor may be withheld by County if Contractor fails to provide all required reports in a timely, complete and accurate manner. Any payments withheld pursuant to this Section 5.6 shall be submitted to Contractor when all requested reports are furnished to County in an acceptable form. All records and information used in preparation of reports are subject to review by County to ensure the accuracy and validity of the information reported.

Without limiting the foregoing, Contractor shall report the following information to the Department of Aging & Disabilities on a semi-annual basis no later than the tenth (10th) day of July 2026 and January 2027:

- a. an unduplicated count of program customers served; and
- b. such other data necessary to evaluate the program's effectiveness and efficiency.

5.7 Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

5.8 Access to Records. At any time during which records are retained by Contractor pursuant to Section 5.7 herein, Contractor shall make any and all of its records, books, papers, documents and data available to County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:

- a. assisting in litigation or pending litigation; or
- b. any audits or examinations reasonably deemed necessary by the Department of Aging & Disabilities.

SECTION 6 :SUSPENSION & TERMINATION

6.1 Suspension of Services. County may, in its sole discretion, indefinitely suspend Contractor's performance of services pursuant to this Agreement by providing a two (2) day notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from County.

6.2 Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

SECTION 7 :MISCELLANEOUS

7.1 Contractual Relationship. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage

of County's workers' compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

7.2 Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

7.3 Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Department of Aging & Disabilities
Attn: Contract Notification
271 West 3rd St. North, Suite 500
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office
Attn: Contract Notification
100 North Broadway, Suite 650
Wichita, Kansas 67202

Contractor: City of Mulvane, Kansas
Attn: City Clerk
211 N. Second
Mulvane, Kansas 67110

7.4 Hold Harmless. Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

7.5 Liability Insurance. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Workers' Compensation Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	\$100,000.00

Contractor's Liability Insurance: Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury: Each occurrence Aggregate	 \$500,000.00 \$500,000.00
Property Damage: Each occurrence Aggregate	 \$500,000.00 \$500,000.00
Personal Injury: Each person aggregate General aggregate	 \$500,000.00 \$500,000.00
Automobile Liability – Owned, Non-Owned, and Hired: Bodily injury each person Bodily injury each occurrence	 \$500,000.00 \$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

7.6 Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

7.7 Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

7.8 Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

7.9 Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

7.10 Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

7.11 Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

7.12 Force Majeure. Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

7.13 Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment
- b. Sedgwick County Mandatory Independent Contractor Addendum
- c. Written modifications and addenda to the executed Agreement
- d. This Agreement document

7.14 Environmental Protection. Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.15 Nondiscrimination and Workplace Safety. Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.16 Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7.17 Required Certifications. If Contractor is organized as a business entity of any sort, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas in the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to County on or before execution of this Agreement.

7.18 Certificate of Tax Clearance. Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

7.19 Open Meetings. By accepting funding from County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County officials and/or employees.

7.20 Publicity. Contractor shall not publicize in any manner whatsoever its participation in this Agreement, or the program services provided hereunder, without prior written consent of the County. County's support of program services shall be conspicuously acknowledged in all publicity releases.

7.21 Signs/Decals. Contractor agrees to allow County, upon County's request, to place signs and/or decals on Contractor's premises, the precise location of which shall be agreed upon by both parties. Such signs and/or decals shall state "A portion of the funding for this program is provided by the Board of Sedgwick County Commissioners."

7.22 Publication of Contract Results. If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work. However, County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

7.23 Documentation of Originality or Source. All published and/or written reports submitted under this Agreement, or in conjunction with any thirty-party agreements hereunder, will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in published material and/or written reports shall identify the source in either the body of the publication and/or written report or in a footnote, regardless of whether the material is use verbatim or in an extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from Sedgwick County.

7.24 Drug Free Work Place Act of 1988 (49 CFR Part 32). Contractor is required to provide a drug-free workplace and comply with the Drug Free Work Place Act of 1988 as prescribed in 49 CFR Part 32.

7.25 Incorporation of Documents. Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment), Exhibit B (Sedgwick County Mandatory Independent Contractor Addendum), and Exhibit C (Program Goals and Objectives) are attached hereto and are made a part hereof as if fully set forth herein.

[remainder of page intentionally left blank]

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

SEDGWICK COUNTY, KANSAS

CITY OF MULVANE

Ryan Baty, Chairman
Commissioner, Fourth District

Mayor

APPROVED AS TO FORM ONLY:

Adrienn F. Clark
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

EXHIBIT A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim, or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State, and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.

11. **Confidentiality:** County and Contractor, to the extent applicable, must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement and the production of records. In addition, Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement and shall maintain such information securely and confidentially. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with applicable laws. No private or confidential data collected, maintained, or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

12. **Cash Basis and Budget Laws:** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause:** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

14. **Suspension/Debarment:** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.

15. **HIPAA Compliance:** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses, or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.

16. **Compliance with Law:** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

17. **Tax Set-Off:** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the Agreement, County will offset said delinquent taxes by the amount of the payment due under the Agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

18. **Inapplicability to Municipal Contractors:** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, and 17.

19. **Safety Recall Notices:** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods, and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods, or services reasonably equal to or better than the quality of the products, goods, or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods, or services less a reasonable amount for depreciation. This Section 19 survives expiration or termination of the Agreement.

20. **Generative AI:** Contractor shall disclose any use of Generative AI which processes, involves, has access or exposure to, impacts, or potentially impacts the County or County data, systems, goods, services, or products. In addition to the foregoing, Contractor shall specifically identify when Generative AI is intended for use to draft reports containing recommendations that involve engineering judgment or propose decisions, actions, or inactions that involve or rely upon professional engineering knowledge or experience. For purposes of this section, Generative AI is artificial intelligence capable of generating text, images, or other media, using generative models. In the event of any such disclosure, County may, in its sole discretion, deny the use of the Generative AI in performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided.

In addition, Contractor shall not expose or input any confidential County data, records, processes, or other types of information into Generative AI. Confidential data shall constitute Personal Health Information, medical records, legal or privileged records, personnel records, similarly sensitive records, or other types of data or records identified as confidential by County.

21. **Breach of System:** To the extent Contractor accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses County records or data, it shall, following the discovery of a breach or compromise of Contractor's system or of County information, immediately notify the County of such breach or compromise. Such notice shall include the County data or records that have been, or is reasonably believed by the Contractor to have been, used, accessed, acquired, or disclosed. Contractor shall provide County with any other available information that County reasonably requests or could be used to protect County's own system and data. Within five (5) days of the incident, Contractor shall provide County, in writing, a plan containing remedial steps being taken to address the compromised or potentially compromised data and future plans to prevent recurrence of the same or similar breach. If such remediation plan is acceptable to County IT, Contractor shall immediately implement the plan. In the event the remediation plan is not acceptable to County IT, both parties shall negotiate, in good faith, for Contractor to provide security protection for the County and/or individuals potentially impacted by the breach.

[remainder of page intentionally left blank]

EXHIBIT B
SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation; and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.
2. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally, when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.
4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.
5. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. County will not provide training or instruction to Contractor regarding the performance of services hereunder.
9. Contractor will not receive benefits of any type from County.
10. Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for County.

11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
12. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.
13. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

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EXHIBIT C

PROGRAM GOALS AND OBJECTIVES

A senior center is a community focal point where eligible participants come together for services and activities, which enhance the dignity, support the independence, and encourage the involvement of eligible participants in and with the community. As part of a comprehensive community strategy to meet the needs of eligible participants, senior center programs take place within and emanate from a facility. The senior center will be open six (6) to eight (8) hours per day, five (5) days per week.

A. GOALS.

- 1) The senior center will be required to provide assistance in fulfilling the social, educational, recreational, physical and emotional needs of eligible participants through the development, planning, and coordination of activities.
- 2) The senior center will be required to provide information and assistance to eligible participants regarding services including, but not limited to:
 - a) Adult Day Services
 - b) Case Management
 - c) Chore/Minor Home Repair
 - d) Commodities
 - e) Employment
 - f) Forms Assistance - Entitlement/Social Security/Medicaid
 - g) Housing Assistance/Referrals/Matches
 - h) In-Home Services - Respite/Homemaker/Attendant Care including:
 1. Program literature
 2. Resources from the Center Director
 - i) Legal Assistance
 - j) Nutrition - Congregate/Homebound
 - k) Shopping and Errand Assistance
 - l) Support Groups
 - m) Translation/Interpretation
 - n) Transportation
 - o) Wellness Screenings
- 3) The senior center will be required to provide coordinated comprehensive and appealing programs in the area of social participation and education as outlined in the *Baseline, Special Events/Projects* and *Education* sections.
- 4) The senior center shall work to mobilize interest, skills and abilities of senior center participants in order for them to assist other elders within the community.
- 5) The senior center shall serve as a catalyst in bringing senior center participants together with services that will meet their various needs.

B. OBJECTIVES.

A senior center is a meeting and gathering point designed to give eligible participants a place for fellowship, a place to experience a sense of belonging, and a place to obtain information to enrich their lives. Eligible participants should be given the opportunity to plan, or assist in the planning, of senior center activities. They should also be encouraged by the senior center to become involved in community activities.

The senior center will be required to provide the following:

1. *BASELINE ACTIVITIES*, which shall be selected from a list, which is standard for all senior centers. Baseline activities are senior center activities that occur on a regular basis (daily, weekly, monthly, and/or quarterly). Baseline activities are to be specified through a description with projected outcomes (i.e. average number of participants). The senior center will be required to provide a minimum of ten (10) Baseline activities per year. Examples include:
 - a) Crafts
 - b) Exercise
 - c) Games
 - d) Potluck/Meals (not including congregate meals)
 - e) Social/Support Groups
2. *SPECIAL EVENTS/PROJECTS* are activities, which require the planning, and/or coordination of the senior center director/board. These activities are to be specified through a description with projected outcomes. The senior center will be required to provide a minimum of fifteen (15) Special Events/Projects per year. Examples include:
 - a) Community Charities
 - b) Fundraising
 - c) Intergenerational Programs
 - d) Dinner Events with Programs
 - e) Musical Events
3. *EDUCATIONAL* activities are those, which require the planning and/or coordination of the senior center director/board. These activities are to be specified through a description with projected outcomes. The senior center will be required to provide a minimum of forty (40) Educational activities per year. At least eight of the 40 activities must include at least one program on each of the following: an evidence-based program, caregiver, mental health, health promotion/disease prevention, fall prevention, medication management, elder abuse and a program on public benefits. Examples of other activities include:
 - a) Community Education
 - b) Education Services
 - c) Health Presentations/Workshops
 - d) Advocacy Opportunities
 - e) Retirement Planning
 - f) Volunteer Services and Opportunities
 - g) Educational Tours and Cultural Enrichment

4. The senior center will employ at least a part-time director to plan, coordinate, and schedule activities. As part of the Director's regular job duties the senior center director is expected to:
 - a) Create/Provide an entry point for aging services.
 - b) Be informed on aging services available within the community.
 - c) Schedule activities, presentations, and events; Develop and set-up programs; link with the community, other senior centers, and participants to create opportunities for the senior center, including:
 - * Advocacy
 - * Counseling
 - * Information and Assistance on services, (also includes program literature and resources).
 - * Outreach, which must include contact with someone to assist in service connection (home visits, telephone, etc.).
 - d) Provide the specified number of activities for each category.
 - e) Work to increase senior center membership, and membership participation in activities, and submit an annual measurement of senior center membership growth.
 - f) In an effort to expand services and activities and be a focal point in your community; work to strengthen your volunteer base by recruiting at least two percent (2%) of your membership to serve as volunteers to serve other members in need including temporary assistance in home, yard work, carpooling, bookkeeping, a calling tree, Medicare counseling, etc. By doing this, volunteers could sign up with the Sedgwick County Department of Aging & Disabilities Volunteer Program to receive the benefits through this program. Benefits include: accidental medical, volunteer liability and auto liability insurance; background checks; support; recognition events; and monthly newsletter.
 - g) Require participation by a senior center representative in the four (4) Senior Summit meetings which will be held to focus on objectives, review program updates and changes in aging services, share working models and strategically plan a common vision for Sedgwick County's Senior Center network. Arrangements need to be coordinated with the Program Manager to excuse absences, which may be made up by attending a monthly Aging Network meeting.
 - h) Attend at least six (6) hours of aging related education, obtaining documentation (Continuing Education Units or signed agenda) of attendance.
 - i) Maintain the MySeniorCenter database to track membership, attendance, activities, reports and any other information related to the program requirements.
 - j) Require senior center staff or a volunteer to be SHICK trained and provide SHICK counseling to senior center participants as needed
5. The senior center will have adequate space for the following:
 - a) Social and companionship activities; and
 - b) Separate privacy area for the purpose of counseling or meetings.

6. A senior center should work to recruit volunteers to expand the services and activities with an emphasis on additional senior center "Goals and Objectives" which expand senior center programs and roles in the community.
7. A senior center should expend the funds as outlined in the budget to accomplish the goals of the program.

NOTE: ANY ACTIVITY THAT IS INTRODUCED AS A NEW ACTIVITY WILL BE COUNTED AS A NEW ACTIVITY. WHEN THAT ACTIVITY BECOMES A REGULAR ACTIVITY, IT THEN WILL BECOME A PART OF THE BASELINE CATEGORY.

SEDGWICK COUNTY DEPARTMENT OF AGING & DISABILITIES WILL OFFER TECHNICAL ASSISTANCE TO SENIOR CENTERS UPON REQUEST IN AN EFFORT TO MAXIMIZE EACH CENTER'S POTENTIAL FOR IMPLEMENTING SUCCESSFUL NEW PROGRAMS.

C. OUTCOMES:

1. Seventy-five percent (75%) of participants will express that through their involvement with the Senior Center they have increased their level of activity and increase or changed their knowledge, skills or behavior.

[remainder of page intentionally left blank]

Specific Senior Center Goals, Objectives & Outcomes

GOAL:

To decrease isolation within our home bound community in order to preserve and/or improve their mental health.

To increase public awareness of Mulvane Senior Center in order to inform younger seniors of the resources and presence in the community.

OBJECTIVES:

Provide at least four points of contact via home visits, written information, phone calls or virtual connections to known homebound individuals.

Provide increased virtual presence (social media, webpage, and email), four intergenerational programs and three events partnering with community clubs/organizations.

OUTCOMES:

Ninety percent (90%) of homebound participants contacted will state that they have preserved and/or improved their mental health.

Ten percent (10%) increase in traffic on virtual platforms.

[remainder of page intentionally left blank]

To: Mayor and City Council
From: Jacob Coy, Director of Public Works and Utilities
Subject: Electrical Distribution GIS Mapping
Date: 9/3/2025

Background

Staff requested quotes from three consulting firms to complete GIS mapping inventory of the City's electrical distribution system, including approximately 800 surface features. The City previously contracted with Young and Associates in 2018 to collect features in 2018, that work completed mapping of the electrical distribution system, primarily the areas north of K-15. This project would complete data collection for the remaining points in the distribution system.

The intent of this project is to collect and map all remaining electrical system assets, integrate them into the City's GIS platform.

Proposals:

JEO Consulting Group, Inc.

- Fee: \$11,920 (Lump Sum)
- Schedule: 45 days from notice to proceed

SAM, LLC

- Fee: \$19,850 (Lump Sum)
- Schedule: 180 days

BHC, Inc.

- Fee: Not to exceed \$23,000 (Time & Materials)
- Schedule: 60 working days

All three proposals include comparable scopes of work focusing on GPS data collection, GIS integration, and attribute development. SAM and BHC offered strong qualifications and experience but at significantly higher cost. JEO's proposal provides the same deliverables for a substantially lower cost.

Recommendation

Staff recommends approving JEO Consulting Group, Inc. for the Electrical System Mapping Project in the amount of \$11,920.

Sample Motion - Motion to approve JEO Consulting Group, for the Electrical System GIS Mapping Project in the amount of \$11,920.

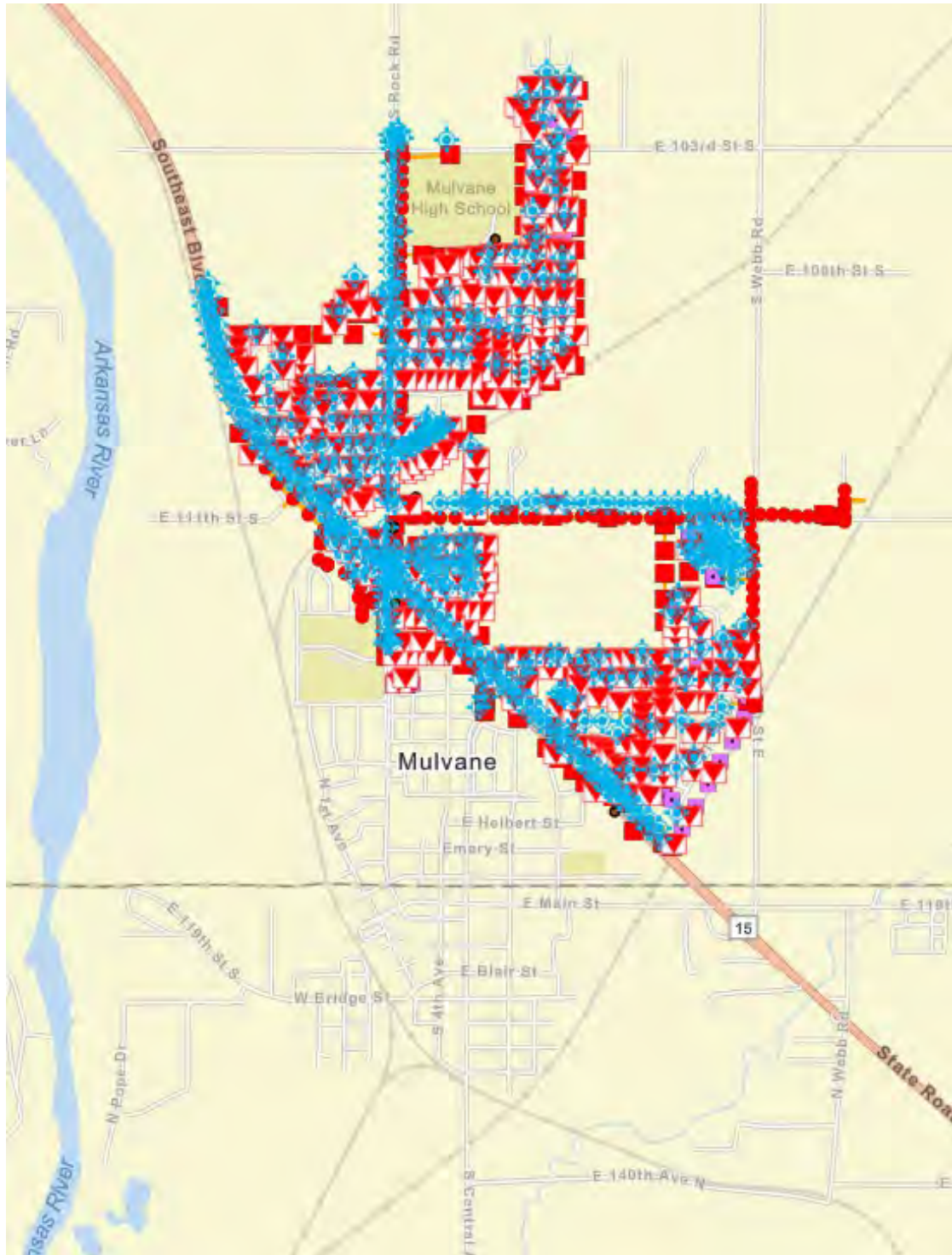


Figure i Current Electrical Map



November 17, 2025

Jacob Coy
The City of Mulvane, Kansas
211 N 2nd Ave, Mulvane, KS 67110

RE: Electrical System Mapping
Department of Public Works

Dear Mr. Coy:

Below is our understanding of the services you wish JEO Consulting Group, Inc. to provide for GPS and GIS mapping of approximately 800 points in the City's GIS representation of your electrical system. JEO's General Conditions are attached.

Scope: the basic services include collecting 800 GPS locations of surface features in the electrical system; mapping linework to connect respective surface features of the system using GIS tools and existing reference information; and add additional attributes to specified data layers.

Fee: **\$11,920** lump sum with separate tasks for field data collection, GIS mapping, and adding attributes to data layers.

Time Frame: we anticipate completion of the project within 45 days of the notification to proceed provided City staff are available to assist JEO staff with identifying features to collect in the field.

If this does not agree with your understanding, please notify us immediately. If you have any questions, I will be your project contact. Feel free to call me at 913-522-2535.

Sincerely,

Bryce Hirschman, GISP Senior GIS Project Manager

The City of Mulvane, Kansas

JEO Consulting Group, Inc.

By:

By: Bryce Hirschman, GISP

Title:

Title: Senior GIS Project Manager

Date Signed: _____

Date Signed: _____

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in the attached Scope of Services. JEO shall invoice the client for these services at the fee stated in the attached Scope of Services.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt, unless prior arrangements are made. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform

GENERAL CONDITIONS

acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the same version of electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

10. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability

- i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:

- i. Each Occurrence: \$1,000,000
- ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

11. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

12. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

13. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

GENERAL CONDITIONS

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

14. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

15. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. JEO shall require the same of each consultant.

18. WAIVER OF CONSEQUENTIAL DAMAGES: Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

19. DISPUTE RESOLUTION: In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either the Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.



Managed Geospatial Services™

PROPOSAL RESPONSE FOR:
Utility GIS Mapping

SUBMITTED TO:
The City of Mulvane, Kansas

October 7, 2025

SUBMITTED BY:

SAM

6700 Antioch, Suite 220

Merriam, KS 66204

913-349-3750 | info@sam.biz

Proposal Contact:

Shane Hallowell

660-224-9580

shane.hallowell@sam.biz





October 7, 2025

Jacob Coy
Director of Public Works & Utilities
211 N 2nd Ave
Mulvane, KS 67110

Dear Mr. Coy,

SAM respectfully submits this proposal to the City of Mulvane, KS to provide professional GPS and GIS mapping services. SAM is ready to assist in your efforts to develop an accurate GIS program for the city's utilities and better prepare the city for future infrastructure projects and support daily operations and maintenance activities.

SAM proposes developing a comprehensive GIS program for Mulvane for use in maintaining and managing the city's utility infrastructure assets. The following characteristics make SAM uniquely capable of overseeing this project for Mulvane:

- SAM offers complete utility asset management solutions, from accurate GPS collection and GIS mapping, to web-based solutions with editing capabilities for easy, efficient maintenance.
- SAM has provided GPS and GIS services to over 500 cities and utilities in the country. Our dedicated field staff has GPS located more than a million utility assets for seamless GIS integration to support in utility maintenance, daily workflow management and engineering models.
- SAM will dedicate an experienced project team of GPS Field Staff, GIS Technicians, GIS Specialists and Analysts, Programmers, Professional Land Surveyors and ArcGIS Server developers to ensure project efficiency and overall product quality.
- SAM has implemented hundreds of GIS programs across the country. Our unique combination of RTK Survey-grade GPS field services, program design and implementation are why more than 70% of our annual GIS revenue comes from repeat and referral customers.

Thank you for the chance to present our company for this opportunity. Our team of professionals has the experience and capabilities to make your GIS program a success.

Respectfully Submitted,

Shane Hallowell | Senior Project Manager
660-224-9580 | shane.hallowell@sam.biz

SAM – Leader in Managed Geospatial Services™

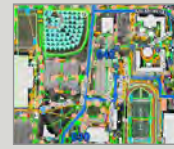
Delivering comprehensive GIS services for over 30 years, SAM has established a technical infrastructure and experience team to design, implement and support municipal and utility GIS programs across the country. SAM ensures that every client, regardless of size and resources, can implement an enterprise GIS program to manage everything from land parcels and transportation infrastructure to utility assets and work orders for all stakeholders by leveraging Esri technology in conjunction with industry applications for cities. We strive to stay cutting edge and diverse in our expertise so we can scale our services to projects of every size and need.

Every job, regardless of size and duration includes a level of consulting and personal service. GIS systems are unique in design, function and purpose. We have provided needs assessment and strategic plans for our mid-size and larger clients in order to establish a road map, funding justification and method of accountability for clients to change and grow with.

SAM's complete geospatial approach ensures we have the tools and skills to develop efficient and customized solutions for projects of any scale. This gives our clients the benefit of a single point of contact for a comprehensive set of GIS, surveying and mapping products. The size of our available workforce means we are able to use these tools effectively to accomplish even large-scale projects on accelerated schedules. With our focus on quality and timely delivery, we are proud to have a high rate of repeat business and positive client referrals.

The SAM GIS team understands that every solution we implement must improve the efficiency and accuracy of daily operations. This is why SAM is consistently hired based on qualifications and routinely recommended by our client base.

SAM Services



GIS/BIM

3D models for informed planning & decision making



Aerial Mapping

High resolution remote sensing datasets



Geomatics

Supported by the industry's most advanced technology



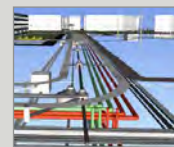
Utility Inspection

Capture current state of existing assets



Transportation Inspection

Quality assurance & program management



Utility Engineering

Above ground & subsurface utility mapping

GIS Services

SAM specializes in geospatial services for water & sewer, electric utilities and transportation infrastructure. With specialized teams of full-time, trained GPS field technicians, utilizing precision-accurate GPS equipment and cutting-edge Esri software, our staff is dedicated to accurately locating assets and completing inspections and condition assessments for the sole purpose of GIS data integration. Our geospatial services include:

- GPS Field Mapping
- Utility/Infrastructure Data Collection
- Asset Management Programs
- Utility Inspections
- GIS Data Development
- Data Conversion
- Consulting
- SL-RAT Sewer Acoustic Inspection
- GIS Mapping
- Custom Programming
- Web-Based, Mobile GIS Programs
- Maintenance & Support
- Parcel Mapping
- Specialized Training
- 911 (NG911) GIS Services
- Vegetation Management

Primary and Secondary Electric Distribution GPS Field Data Collection

SAM field personnel have a vast experience in locating and mapping primary and secondary electric networks. All features associated with Mulvane's primary and secondary electric network will be located using SAM's custom field application for data collection. Data features and associated attributes that will be collected will be predetermined during the remote kick-off meeting between SAM and city staff. Typical features collected include, but are not limited to:



- Primary and Secondary Poles
- Pedestals
- Pad Mount Transformers
- Pad Mount Switches, Junction Boxes
- Overhead Transformers
- Pole Attachments
- Primary and Secondary Lines
- Substations
- Street Lights and Security Lights
- Reclosures
- Secondary Vaults
- Meters (if applicable to contract)

In addition to feature location, additional hardware and other information will be collected by SAM field staff and coded as per the feature. Domains, or pre-defined menus, will be used by our field staff to accurately collect a "clean" set of information associated with each feature location.

MAP AND DATA DEVELOPMENT

Electric distribution lines will be drawn on a straight-line basis between surveyed feature points. All attribute information collected throughout the field survey of the electrical distribution network will be verified and appropriately displayed.



ATTRIBUTES COLLECTED INCLUDE:

- Pole Class, Year, Height (as visible)
- Transformers and KVA
- Overhead Switches
- Switching Information (Open/Closed, Type)
- Primary Meters
- Capacitors
- Independent Lighting
- Regulators
- Photo of pole tops

Deliverables

After the staff at the City of Mulvane has reviewed and approved all GPS located and attributed data, SAM will present a full set of deliverables to the city. All collected and mapped primary and secondary electric data will be uploaded into the city's geodatabase and also integrated into the city's web-based GIS viewer. The following deliverables will be provided:

- AGOL integration with updated electrical assets
- Two (2) sets of bound 11x17 truck books
- One (1) full system wall map

Fee Schedule

GPS DATA COLLECTION & GIS DEVELOPMENT

Primary and Secondary Electric Utility Network	\$19,850.00
--	-------------

Assumptions

- Fees are based on the number of estimated utility features as provided to SAM by the City of Mulvane.
- SAM will collect up to 800 Electric assets.
- The Fee Schedule listed above will remain in force for a 180 day period from the effective date on this proposal document and is subject to an escalation after that period.
- SAM is not responsible for costs incurred for any required traffic control.
- SAM assumes field staff are authorized to work during weekends.
- SAM is assuming that the city will have all utility assets exposed and accessible prior to arriving on-site. Any additional mobilizations to collect assets not ready during the initial mobilization will be billed on a time and materials basis.



November 10, 2025

City of Mulvane
c/o Jacob Coy
211 N. Second St.
Mulvane, KS 67110
JCoy@mulvane.us

**Re: Proposal for Services
Electrical Equipment GIS Inventory Services, South of K-15
City of Mulvane, KS**

Dear Mr. Coy and Staff:

BHC, Inc. is pleased to submit the following proposal for services on the above referenced project.

PROJECT UNDERSTANDING

Based on the information provided, we understand that you are seeking GIS and surveying services for mapping and inventory of the City of Mulvane's electrical equipment south of K-15 within the city limits. We understand the request for services is to locate and identify equipment and upload the data into the city's GIS system as well as provide some limited schema updates for equipment details the city would like included. According to preliminary conversations with city staff, the effort will be to upload collected data from 800 points or less directly to the city ArcGIS system for city use. City utility/public works staff will be available for assistance if needed for any identification issues related to the electrical equipment and will provide all existing mapping of the system for BHC use in planning the work.

PROJECT ASSUMPTIONS

Following are some of the project assumptions for this proposal.

- The project will allow for approximately 60 working days through the winter months for completion
- The city will provide maps of existing infrastructure in the project area for BHC staff reference
- BHC staff will assist the city in any added schema needs ahead of commencement of field data gathering.
- City staff will be available to assist if access to equipment becomes problematic in areas
- No traffic control or public notification is required or requested at this time
- Work will commence on an hourly, time and expense basis with a not to exceed limit for the first 800 points of data collection. Additional work requested can be provided upon acceptance of a change order for new scope.
- No system design or GIS system support (other than noted in scope) is included

SCOPE OF SERVICES

BHC proposes to provide the following scope of services:

SURVEYING/INVENTORY SERVICES

1. Due Diligence
 - 1.1. Site research
 - 1.2. Utility locations/availability
 - 1.3. City coordination
2. GIS Services
 - 2.1. Review existing and proposed schema and system requirements
 - 2.2. Coordinate with city staff on requested changes and setup
 - 2.3. Ensure equipment used for mapping is equipped with the new schema
3. Field Data Gathering and Entry
 - 3.1. Preliminary site planning and review
 - 3.2. Staff coordination and electrical equipment identification clarifications
 - 3.3. Data gathering efforts for the subject area in Mulvane
 - 3.4. Coordinate Mulvane staff mirroring opportunities for equipment training during field efforts
4. GIS System Data Review
 - 4.1. Review collected data internally and with city staff to ensure all equipment inventory is complete

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, descriptions or easement documents (other than noted in scope of services)
3. Due diligence report
4. Site renderings
5. ADA audits, existing or post construction
6. Geotechnical investigation/report
7. Civil engineering design services including but not limited to: site design, retaining wall design, traffic studies, Stormwater management studies or analysis, Environmental Studies/mitigation/permits; LEED related work; Landscape design; Site Photometrics, Rezoning; Platting; Development planning; etc.
8. Meetings with City staff (other than noted in scope of services). Additional meetings to be billed hourly
9. Structural design and/or calculations
10. Pole evaluations and/or stability analysis
11. Permitting through City, State, DOT, DNR, FEMA
12. Separate construction specification book
13. Opinion of probable construction costs
14. Construction period services/staking
15. Final site visit and/or punch list
16. Reimbursable fees such as application fees, GIS system fees, printing, deliverables, etc... have not been included.



FEES

BHC will perform the scope of services described above on an hourly, time and expense basis with a not to exceed amount of \$23,000 for all phases. Reimbursable expenses such as mileage, printing, etc. will be billed in addition to the fees stated at actual costs. Reimbursable expenses for application, permitting, GIS system fees and other fees required by authorities having jurisdiction over the project shall be the expenses incurred by BHC plus ten percent.

NOTE: Budgetary estimate excludes schema modifications in response to required changes after field work has commenced, unforeseen conditions, or other conditions that would necessitate changes to the previously approved scope.

These fees are good for a period of 60 days after the date of this proposal.

SCHEDULE

BHC will start work upon your acceptance of this proposal, written authorization, and receipt of reference documents. Our services and project deliverables depend on the timely receipt of Owner information and decisions. BHC is not responsible for delays from city/agency review times or schedule disruptions due to requested project variances or design changes.

PROVIDED BY CLIENT

Client will provide:

1. Access to city GIS system and current schema information and related software
2. Access to the equipment locations during normal business hours
3. Any existing plans or other information that will facilitate the collection of data or production of deliverables such as: locational maps of infrastructure that requires data gathering

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
BHC Wichita Regional Manager

Proposal Accepted By: _____

Date: _____

Type/Print Name: _____

Attachments: Exhibit A Terms and Conditions
Exhibit B Standard Hourly Rates

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.

Reimbursable expenses are in addition to compensation for the defined scope of services and associated fees in this agreement. Reimbursable expenses such as mileage, printing, travel expenses and postage shall be billed at actual cost. Reimbursable fees for permitting and other fees required by authorities having jurisdiction over the project by the Consultant shall be the expenses incurred by the Consultant plus Ten percent (10.00%).

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.



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

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

8. - INDEMNIFICATION

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

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

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

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

9. - LIMITATION OF LIABILITY

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

10. - TERMINATION

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

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

11. - NON-DISCRIMINATION

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

12. - STATUS

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

13. - GOVERNING LAW AND JURISDICTION

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



Brungardt Honomichl & Company, P. A.
Development 2025 Rate Schedule*
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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7101 College Blvd., Ste. 400
Overland Park, KS 66210

City Council Meeting
November 17, 2025

To: Honorable Mayor Allen and City Council
From: Joel Pile- Planning & Zoning Administrator
Subject: *Consideration of Access Easements with Evergy*

Background:

The city is currently engaged in a project to build a new 138KV Substation on property located north of the existing Power Plant located at 1402 N. Utility Park Circle. The new substation will serve to replace the existing 69KV Substation located at 1420 N. Rock Road. The new substation will be fed by a new Evergy transmission line as illustrated below.



The project requires Evergy to build a new switching station to energize the city's new substation (proposed site layout below). Evergy is requesting three easements from the city for the construction and maintenance of their infrastructure.

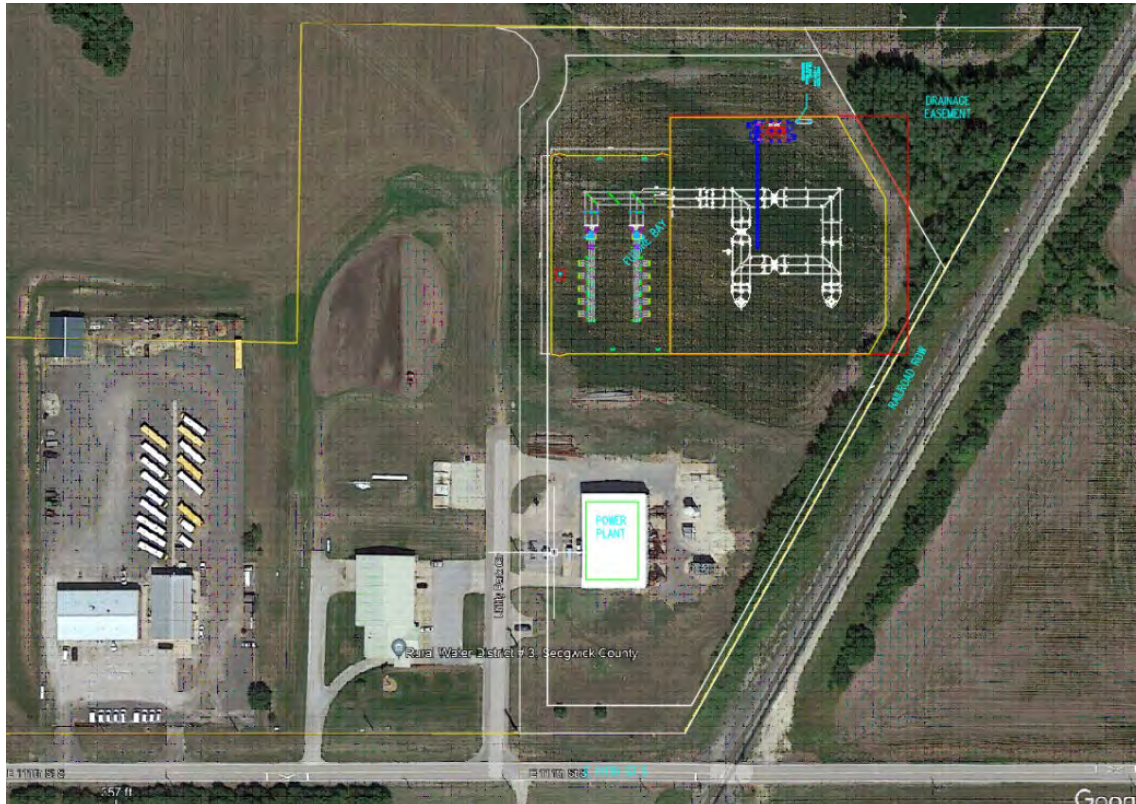
The Access Easement will allow Evergy ingress and egress to the site of their "Switching Station."

- Two 25' Ingress & Egress Easements over and across the Mulvane Substation Tract.

The Easement for Electric Facilities and Appurtenances grants and easement to Evergy which will allow them to erect, alter, reconstruct, and operate an electrical substation with transmission/distribution lines.

The Grant of Right of Way allows Every access to .43 acres of easement area directly south of the main easement.

- Creates access point for connecting the substation to the transmission line (from 111th across railroad).



Recommendation: Motion to approve the Access Easement, Easement for Electric Facilities and Appurtenances, and the Grant of Right of Way with Evergy Kansas South, Inc. and authorize the Mayor to sign.

Lot 2, Utility Park Addition
Pt of SW/4, S28, T29S, R2E

ACCESS EASEMENT

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **The City of Mulvane, Kansas, a municipal corporation**, ("Grantor") does hereby grant, convey and warrant unto **Evergy Kansas South, Inc., a Kansas corporation**, it's successors, assigns and lessees, ("Grantee") right of ingress and egress on, over and/or across the below-described real estate for the purpose of Grantee accessing Grantee's contiguous land ("Access Rights"):

Lot 2, Mulvane Utility Park Addition to Mulvane, Sedgwick County, Kansas, as depicted in Exhibit "A" attached hereto and made part of this instrument by reference.

Grantee shall exercise the Access Rights in a reasonable and appropriate manner as determined in the good faith exercise of its discretion. Grantee shall have the further right to make access-related improvements along the route of access, including the right to erect and use gates in all fences that cross or obstruct or that shall hereafter cross or obstruct said Access Rights, and also have the right to trim, remove, eradicate, cut, and clear away any trees, limbs, brush and vines ("Woody Vegetation") on the above described Access Rights now or at any future time whenever in its reasonable judgment such Woody Vegetation will interfere with or endanger the exercise of said Access Rights. All such Woody Vegetation shall be burned or removed by the Grantee unless otherwise agreed to by Grantor.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by Grantee's exercise of Access Rights; said damages, if not mutually agreed upon, shall be appraised, ascertained and otherwise valued by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs, successors, or assigns, and the third

by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive.

This Access Easement shall not deprive Grantor, his heirs, successors, assigns and lessees, of his rights to use and enjoy the above-described real estate for access purposes.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of page intentionally blank, signature pages follow.]

WITNESS the hand of the Grantor this _____ day of _____, 20____.

The City of Mulvane, Kansas, a municipal corporation

By: _____
Brent Allen, Mayor

STATE OF _____)
) SS: CORPORATE ACKNOWLEDGMENT
COUNTY OF _____)

This instrument was acknowledged before me on _____,
20_____, by Brent Allen as Mayor of The City of Mulvane, Kansas, a municipal corporation.

Notary Public

Print Name Here

My appointment expires:

EXHIBIT 'A'

SHEET 1 OF 2

LEGAL DESCRIPTION OF CENTERLINE OF 25 FEET ACCESS EASEMENTS TO SWITCHING STATION

The Centerline of a 25 feet Ingress Egress Easement over and across the the Mulvaine Substation Tract in a portion of Lot 2, "MULVANE UTILITY PARK ADDITION" to Mulvane, Sedgwick County, Kansas, more particularly described by Gerald E. Dixon, P.S. 1516, August 8, 2025; as commencing at the Northwest corner of Lot 2, of said MULVANE UTILITY PARK ADDITION; thence S00°41'15"W along the Centerline of Utility Park Circle being the West line of the said Mulvaine Substation Tract a distance of 144.93 feet; thence N89°23'30"W for 30 feet to the Point of Beginning; thence continuing S89°23'30"E for 204.86 feet to the West line of the Evergy, Switch Station Easement and Point of Termination. Said Easement is to and for the benefit of the Evergy, Switch Station.

LEGAL DESCRIPTION OF CENTERLINE OF 25 FEET ACCESS EASEMENTS TO SWITCHING STATION

The Centerline of a 25 feet Ingress Egress Easement over and across the the Mulvaine Substation Tract in a portion of Lot 2, "MULVANE UTILITY PARK ADDITION" to Mulvane, Sedgwick County, Kansas, more particularly described by Gerald E. Dixon, P.S. 1516, August 8, 2025; as commencing at the Northwest corner of Lot 2, of said MULVANE UTILITY PARK ADDITION; thence S00°41'15"W along the Centerline of Utility Park Circle being the West line of the said Mulvaine Substation Tract a distance of 470.91feet; thence N89°50'43"W for 30.05 feet to the Point of Beginning; thence continuing S89°50'43"E for 183.49 feet to a point of cuvature the Left with a Radius of 42.50 feet, with a Length of Curve 66.76 feet, with a Central Angle of 90°00'00"; thence N00°36'30"E, for 10.00 feet to Evergy, Switch Station Easement and Point of Termination. Said Easement is to and for the benefit of the Evergy, Switch Station.



GOEDECKE SURVEYING, LLC

205 S. MAIN, PO BOX 68, EL DORADO, KS 67042
PHONE 316-321-3773, FAX 316-321-4199

MULVANE EVERGY SWITCHING STATION ACCESS EASEMENT

COUNTY

SEDGWICK

85

TRACT NO.

SG001



PROJ. NO.:

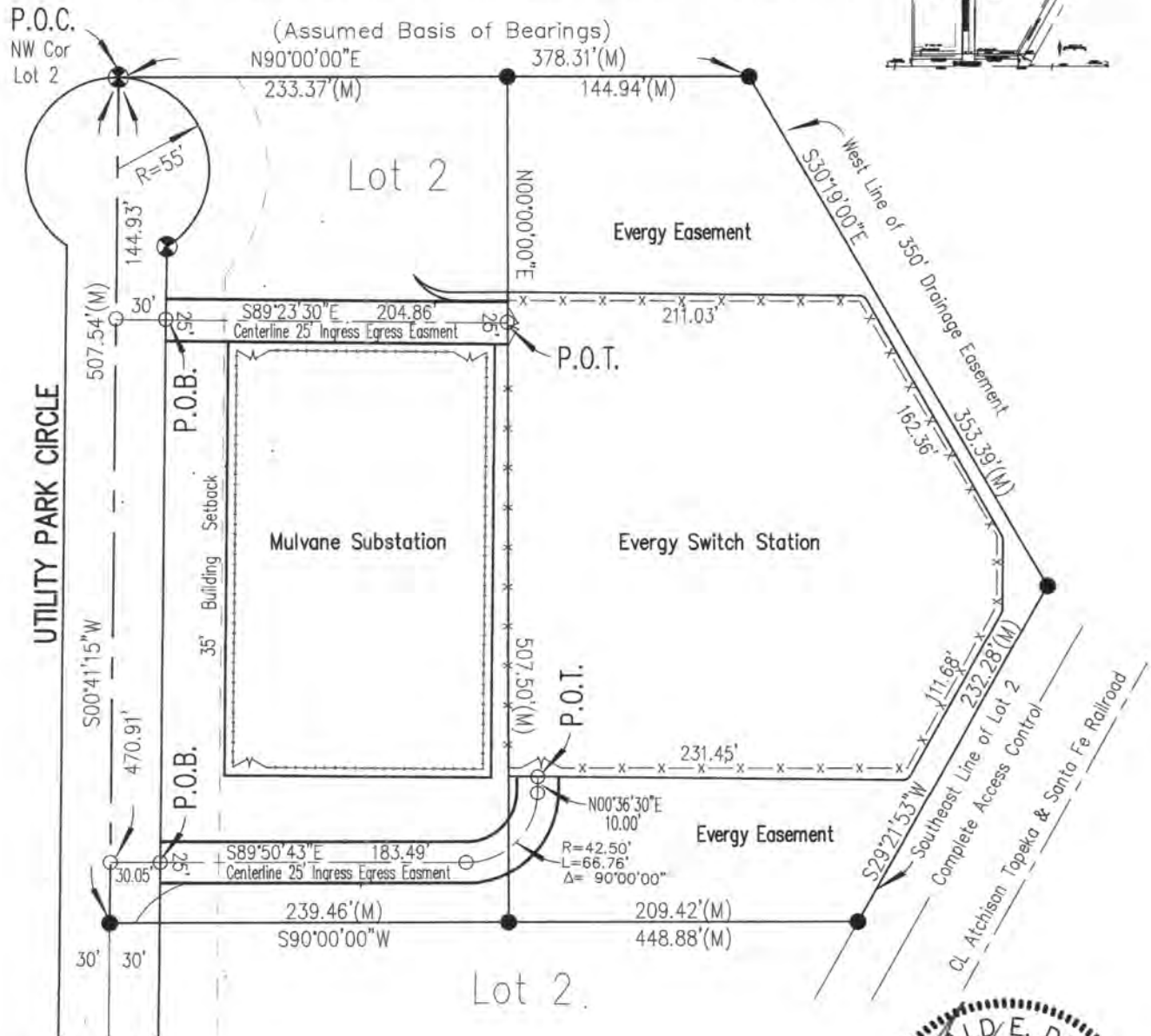
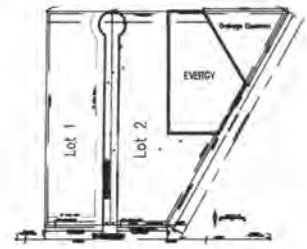
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DATE:

08/08/2025

SHEET 2 OF 2

THIS SKETCH HAS BEEN PREPARED FOR EASEMENT EXHIBIT PURPOSES ONLY
AND DOES NOT CONSTITUTE A BOUNDARY SURVEY. DISTANCES AND
BEARINGS ARE BASED ON NAD-83 KANSAS SOUTH ZONE STATE PLANE DATUM.



Legend

- Set 5/8"x24" Rebar & CLS 251 Cap
 - ⊗ Found 1/2" Rebar W/G & A CLS 95 Cap
 - Calculated Point
- P.O.C. = Point of Commencement
P.O.B. = Point of Beginning
P.O.T. = Point of Termination
(M) Measured



Scale 1" = 100'



GOEDECKE SURVEYING, LLC
205 S. MAIN, PO BOX 68, EL DORADO, KS 67042
PHONE 316-321-3773, FAX 316-321-4199

**MULVANE EVERGY SWITCHING STATION
ACCESS EASEMENT**



COUNTY

SEDGWICK

86

TRACT NO.**SG001**

PROJ. NO.:

23-202

DATE: _____

08/08/2025

**Lot 2, Mulvane Utility Park Addition
PT SW/4, S28-T29S-R2E**

EASEMENT FOR ELECTRIC FACILITIES AND APPURTENANCES

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **The City of Mulvane, Kansas, a municipal corporation** ("Grantor") do hereby grant, convey and warrant unto **Evergy Kansas South, Inc, a Kansas corporation**, its successors, assigns, and lessees, ("Grantee") the right and easement to erect, alter, reconstruct, operate, and maintain under varying conditions of operation, renew and remove electric substation and communication facilities, fences, buildings, equipment enclosures, ground mats, and foundations, together with the right to conduct survey operations and such other subterranean tests and explorations Grantee deems necessary, and together with the right to construct, erect, inspect, install, rebuild, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, relocate and remove transmission and distribution lines, the poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, and foundations and other equipment appurtenant thereto, including the right to store material, equipment, and the right to make use of property for related purposes, including parking vehicles and equipment during construction and maintenance, in, along, under, across, and over the Grantor Real Property on a parcel of land particularly described in Exhibit "A" attached hereto and made part of this instrument by reference ("Easement") (individually and in any combination referred to as the "Rights"), together with the right of ingress to and egress from the easement on the Grantor Real Property and contiguous land owned by Grantor for the purpose of Grantee exercising the Rights ("Access Rights"). Grantee shall exercise the Rights and Access Rights in a reasonable and appropriate manner as determined in the good faith exercise of its discretion, such as, for example, Grantee will use existing roads and lanes when practicable. The "Grantor Real Property" is that certain real property owned by Grantor and described as:

Lot 2, Mulvane Utility Park Addition to Mulvane, Sedgwick County,
Kansas.

In the exercise of the Rights and Access Rights, Grantee shall have the further right to remove any fences that conflict with the substation site, and to erect and use gates in all fences that cross or obstruct the Access Rights or that shall hereafter cross or obstruct the Access

Rights on the Grantor Real Property or contiguous land owned by Grantor, and also have the right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on or adjoining the Easement Right of Way or on routes exercised as Access Rights now or at any future time whenever in its judgment such Woody Vegetation will interfere with or endanger the exercise of the Rights or the Access Rights. All such Woody Vegetation shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. Grantee shall have the right to erect fences enclosing the Easement in whole or in parts, of the tract described in Exhibit "A" attached hereto, now and in the future.

The Grantor, its heirs, successors, assigns and lessees, may cultivate, use and enjoy the Easement areas outside of any current or future improved areas, provided such use shall not, in the reasonable judgment of Grantee, interfere with or endanger the Rights, and provided further that no improvements, buildings or structures shall be located, constructed or otherwise placed on the Easement without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

In the event Grantee or its successors, assigns, licensees cause damage to Grantor or the Grantor Real Property from the exercise of the Rights or Access Rights, Grantee shall either cause the physical, material damage to be repaired or pay Grantor the reasonable cost of such work; said damages, if not mutually agreed upon, shall be appraised, ascertained and otherwise valued by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive. This shall be Grantee's only liability for damage.

This grant shall be binding upon the heirs, successors and assigns of the Grantor and shall otherwise run with the land.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of page intentionally blank, signature pages follow.]

WITNESS the hand of the Grantor this ____ day of _____, 20____.

The City of Mulvane, Kansas, a municipal corporation

By: _____
Brent Allen, Mayor

STATE OF _____)

COUNTY OF _____)

SS:

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on _____ by
Brent Allen as Mayor of The City of Mulvane, Kansas, a municipal corporation.

Notary Public

Print Name Here

My appointment expires:

EXHIBIT 'A'

SHEET 1 OF 2

LEGAL DESCRIPTION OF EVERGY, MULVANE SWITCHING STATION ELECTRICAL FACILITIES AND APPURTENANCES EASEMENT

a portion of Lot 2, "MULVANE UTILITY PARK ADDITION" to Mulvane, Sedgwick County, Kansas, more particularly described by Gerald E. Dixon, P.S. 1516, August 8, 2025; as commencing at the Northwest corner of Lot 2, of said "MULVANE UTILITY PARK ADDITION"; thence N90°00'00"E along the North line of said Lot 2 a distance of 233.37 feet to the Point of Beginning; thence Continuing N90°00'00"E along said North line for 144.94 feet to the West line of the Northeast 350.00 feet Drainage Easement; thence S30°19'00"E along said West line a distance of 353.39 to the Southeast line of said Lot 2; thence S29°21'53"W along said Southeast line a distance of 232.28 feet; thence S90°00'00"W, for 209.42 feet; thence N00°00'00"E, for 507.50 feet to the Point of Beginning. Tract contains 2.9 Acres.



GOEDECKE SURVEYING, LLC
205 S. MAIN, PO BOX 88, EL DORADO, KS 67042
PHONE 316-321-3773, FAX 316-321-4199

MULVANE SWITCHING STATION ELECTRICAL FACILITIES AND APPURTENANCES EASEMENT



COUNTY

SEDGWICK

91

TRACT NO.

SG001

PROJ. NO.:

23-202

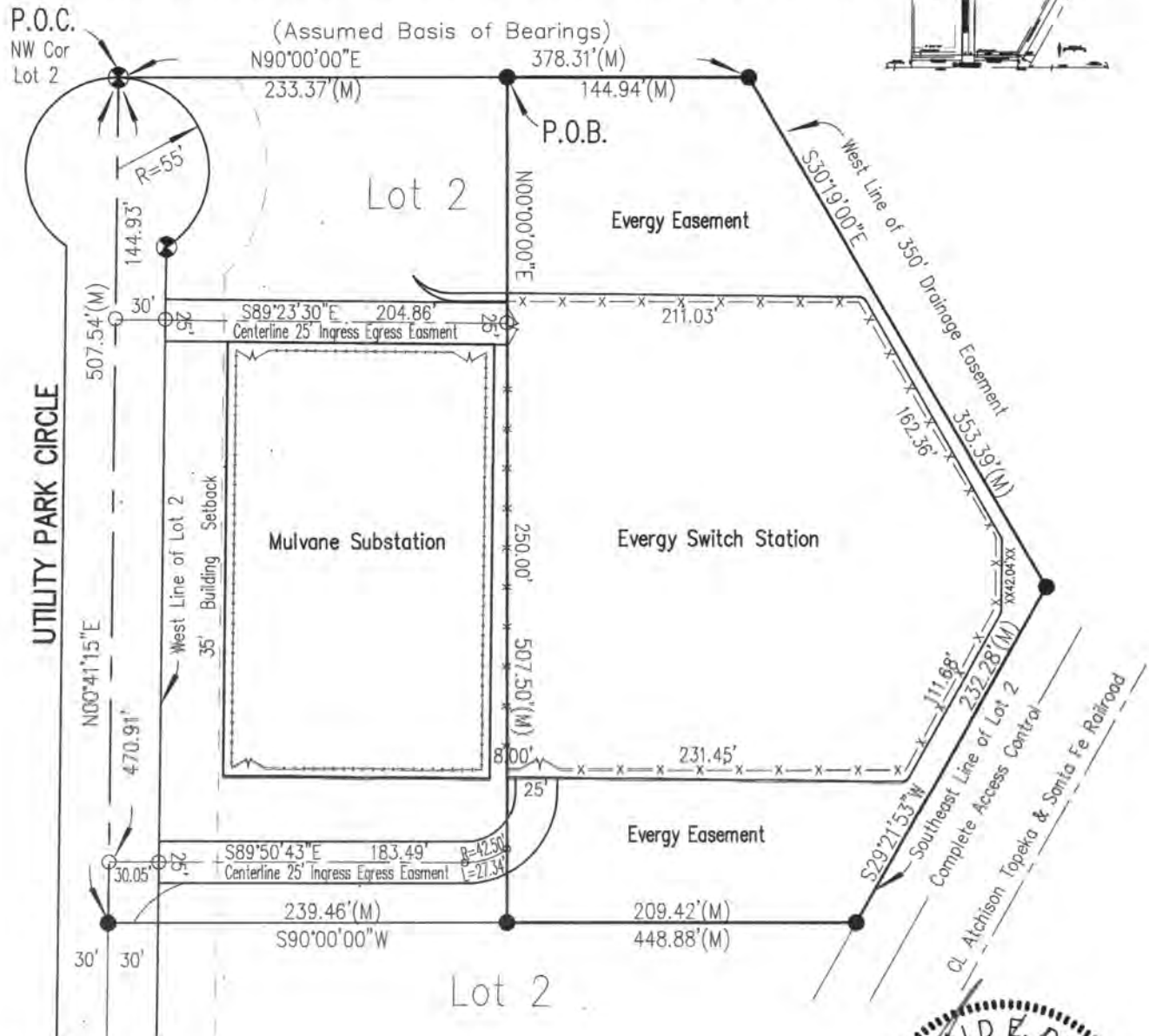
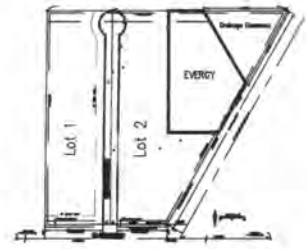
DATE:

08/08/2025

EXHIBIT 'A'

SHEET 2 OF 2

THIS SKETCH HAS BEEN PREPARED FOR EASEMENT EXHIBIT PURPOSES ONLY AND DOES NOT CONSTITUTE A BOUNDARY SURVEY. DISTANCES AND BEARINGS ARE BASED ON NAD-83 KANSAS SOUTH ZONE STATE PLANE DATUM.



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205 S. MAIN, PO BOX 68, EL DORADO, KS 67042
PHONE 316-321-3773, FAX 316-321-4199

MULVANE SWITCHING STATION ELECTRICAL FACILITIES AND APPURTENANCES EASEMENT

COUNTY

SEDGWICK

92

TRACT NO.

SG001

PROJ. NO.:

23-202

DATE:

08/08/2025

evergy

**Lot 2, Mulvane Utility Park Addition
PT SW/4, S28-T29S-R2E**

GRANT OF RIGHT OF WAY

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **The City of Mulvane**, ("Grantor") do hereby grant, convey and warrant unto **EVERGY KANSAS SOUTH, INC., a Kansas corporation**, its successors, assigns and lessees, ("Grantee") the right and easement to alter, conduct surveys, construct, erect, inspect, install, maintain, operate, rebuild, reconstruct, relocate, remove, renew, repair and replace electric transmission, distribution and communication lines and their appurtenances under varying conditions of operation, including the poles, towers, anchors, guys, crossarms, insulators, conductors, conduit, ducts, cables, and other fixtures and equipment appurtenant thereto for the transmission and/or distribution of electric energy and communications in, along, under, across, and over the Grantor Real Property on a strip of land particularly described in Exhibit "A" attached hereto and made part of this instrument by reference ("Right of Way") (individually and in any combination referred to as the "Rights"), together with the right of ingress to and egress from the Right of Way on the Grantor Real Property for the purpose of Grantee exercising the Rights ("Access Rights"). Grantee shall exercise the Rights and Access Rights in a reasonable and appropriate manner and when practicable, use existing roads and lanes. The "Grantor Real Property" is that certain real property owned by Grantor and described as:

Lot 2, Mulvane Utility Park Addition to Mulvane, Sedgwick County,
Kansas.

In the exercise of the Rights and Access Rights, Grantee shall have the further right to erect and use gates in all fences that cross or obstruct the Access Rights or that shall hereafter cross or obstruct the Access Rights on the Grantor Real Property, and also have the right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on or adjoining the Right of Way or on routes exercised as Access Rights now or at any future time whenever in its judgment such Woody Vegetation will interfere with or endanger the exercise of the Rights or the Access Rights. All such Woody Vegetation shall be burned or removed by the Grantee unless otherwise agreed to by Grantor.

The Grantor, its heirs, successors, assigns and lessees, may cultivate, use and enjoy the Right of Way ("Use"), subject to the safe exercise of same, provided such Use shall not interfere with or endanger the Rights. No improvements, buildings or structures shall be located, constructed or otherwise placed on the Right of Way without the prior written consent of Grantee.

In the event Grantee causes damage to the Grantor Real Property from the exercise of the Rights or Access Rights, Grantee shall either cause the physical, material damage to be repaired or pay Grantor the reasonable cost of such work; said damages, if not mutually agreed upon, shall be appraised, ascertained and otherwise valued by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive. This shall be Grantee's only liability for damage.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto Grantee, its lessees, licensee, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.

[Remainder of page intentionally blank, signature pages follow.]

WITNESS the hand of the Grantor this _____ day of _____, 20____.

The City of Mulvane

By: _____

Name: Brent Allen
Print Name Here

Title: Mayor

STATE OF _____)

) SS:
COUNTY OF _____)

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on _____ by
Brent Allen as Mayor of The City of Mulvane.

Notary Public

Print Name Here

My appointment expires:

EXHIBIT A

SHEET 1 OF 2

EASEMENT DESCRIPTION

A PORTION OF LOT 2, MULVANE UTILITY PARK ADDITION, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 29 SOUTH, RANGE 2 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, BEING DESCRIBED AND PREPARED ON 10/30/2025 BY GREGORY E. MCDOWELL PS #1393 AND PROFESSIONAL ENGINEERING CONSULTANTS P.A., C.L.S. #65, AS FOLLOWS:

EASEMENT AREA #1

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N28°44'26"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE WESTERLY RIGHT OF WAY LINE OF THE ATCHINSON TOPEKA & SANTA FE RAILROAD A DISTANCE OF 202.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N28°44'26"E ALONG SAID WESTERLY LINE A DISTANCE OF 236.19 FEET; THENCE S89°23'39"W A DISTANCE OF 153.95 FEET; THENCE S00°00'00"E A DISTANCE OF 138.96 FEET; THENCE S31°15'34"E A DISTANCE OF 77.80 FEET TO THE POINT OF BEGINNING; ENCOMPASSING 0.43 ACRES, MORE OR LESS.

IT BEING THE INTENT OF THIS INSTRUMENT TO EXTEND THE EASEMENT TO INCLUDE THAT LAND NOW LYING IN RAILROAD RIGHT OF WAY TO WHICH WOULD REVERT IN CASE OF VACATION OR ABANDONMENT THEREOF SAID LAND BEING MORE PARTICULARLY DESCRIBED AS:

EASEMENT AREA #2

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N28°44'26"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE WESTERLY RIGHT OF WAY LINE OF THE ATCHINSON TOPEKA & SANTA FE RAILROAD A DISTANCE OF 202.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N28°44'26"E ALONG SAID WESTERLY LINE A DISTANCE OF 165.62 FEET; THENCE S00°00'00"E A DISTANCE OF 83.68 FEET; THENCE S31°15'34"E A DISTANCE OF 40.14 FEET TO THE CENTERLINE OF SAID RAILROAD; THENCE S28°44'26"W ALONG SAID RAILROAD CENTERLINE A DISTANCE OF 115.48 FEET; THENCE N31°15'34"W A DISTANCE OF 86.60 FEET TO THE POINT OF BEGINNING; ENCOMPASSING 0.22 ACRES, MORE OR LESS.

TOTAL AREA BEING 0.65 ACRES, MORE OR LESS.



PREPARED BY: GREGORY E. MCDOWELL PS #1393
PEC PROJECT NO. 239030-047



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-6457 www.pec1.com

FARBER - MULVANE - BELLE PLAINE
PERMANENT EASEMENT



COUNTY

TRACT NO.

PROJ. NO. 23-202

SEDGWICK

97

SG001

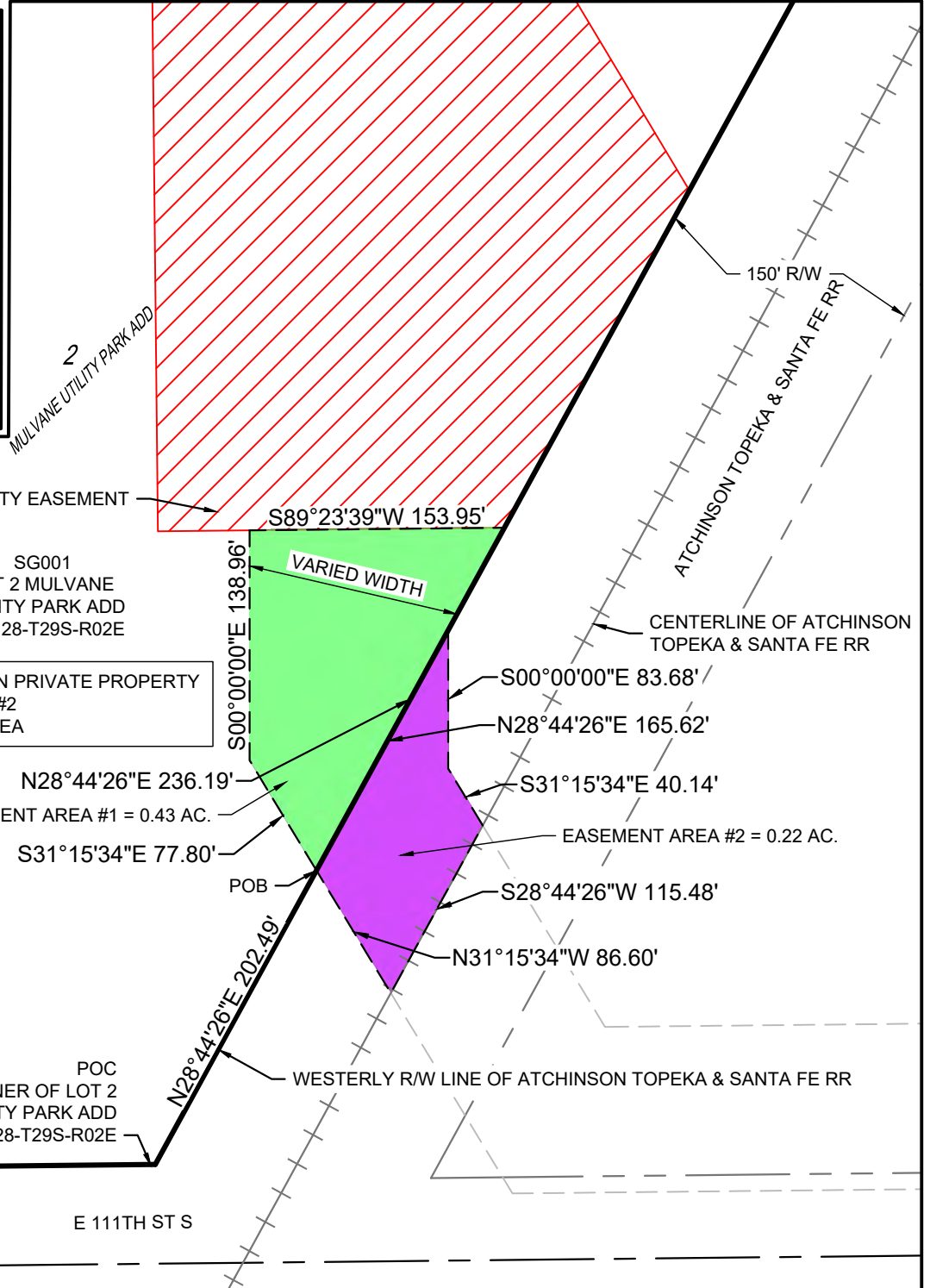
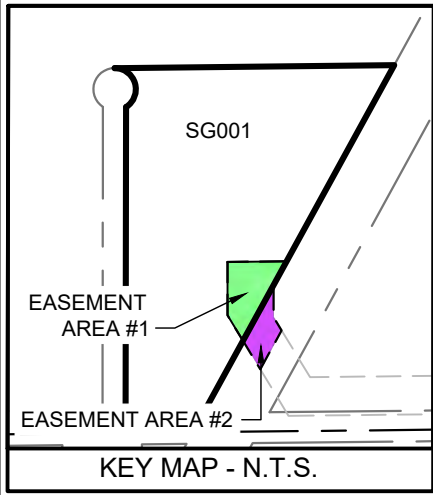
DATE: 10/30/2025

LEGEND

EXHIBIT A SHEET 2 OF 2

- SECTION LINE
- PROPERTY LINE
- ROAD R/W LINE
- EASEMENT LINE
- LOT LINE
- EASEMENT IN PRIVATE PROPERTY
- EASEMENT IN RR
- EXISTING EASEMENT

1. THIS SKETCH IS PREPARED FOR EASEMENT PURPOSES.
2. DISTANCES ARE MEASURED OR CALCULATED UNLESS OTHERWISE NOTED.
3. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM KANSAS NAD 83 (2011) SOUTH ZONE.
4. NO OTHER EASEMENTS SHOW PER AGREEMENT WITH CLIENT.
5. CLOSURE AREA #1 1:100,405 , AREA #2 1:258,694
6. FIELD WORK FINISHED NOVEMBER 2023



PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
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FARBER - MULVANE - BELLE PLAINE
PERMANENT EASEMENT



COUNTY

SEDGWICK

98

TRACT NO.

SG001

PROJ. NO. 23-202

DATE: 10/30/2025

**City Council Meeting
November 17, 2025**

TO: Mayor and City Council

FROM: Austin St. John, City Administrator

RE: Adoption of Section AC – Artificial Intelligence (AI) Use Policy

ACTION: Consider adoption of the proposed Artificial Intelligence (AI) Use Policy as Section AC of the City’s Employee Handbook.

Background:

Artificial Intelligence (“AI”) technologies are increasingly being integrated into public sector operations to improve efficiency, accuracy, and decision-making. To ensure responsible, ethical, and secure use of AI tools by City employees, staff has developed a comprehensive Artificial Intelligence (AI) Use Policy for City Council consideration.

This proposed policy establishes standards for acceptable and prohibited uses of AI tools, reinforces data privacy and security requirements, and ensures that AI use aligns with the City’s values, legal obligations, and records retention policies.

Analysis:

The proposed policy provides:

- A clear definition of AI tools and systems, including generative AI, predictive analytics, and automated decision-making systems;
- Guidelines for acceptable uses, such as drafting materials, automating data tasks, and enhancing workflow efficiency;
- Prohibitions on the use of AI for confidential or discriminatory outputs, unsanctioned data uploads, or decision-making without human oversight;
- Requirements for human review and approval of AI-generated content before publication or use in City processes; and
- Procedures for data privacy, intellectual property ownership, and annual policy review.

The proposed policy was reviewed by staff and the City Attorney to ensure compliance with federal, state, and local regulations as well as existing City policy frameworks.

Financial Considerations:

There are no direct costs associated with the adoption of this policy. Future costs, if any, would be related to staff training or subscription to approved AI tools, as determined through the budget process.

Legal Considerations:

The policy has been reviewed for legal sufficiency. Adoption of this policy will establish internal administrative controls for the use of AI technologies and help mitigate potential legal, cybersecurity, and ethical risks associated with AI use in City operations.

Recommendation:

I move the City Council adopt Section AC – Artificial Intelligence (AI) Use Policy as presented, to be included in the Employee Handbook.

SECTION AC. ARTIFICIAL INTELLIGENCE (AI) USE POLICY

AC-1. Purpose.

The purpose of this policy is to establish clear guidelines for the responsible, ethical, and secure use of Artificial Intelligence (“AI”) tools and systems in the workplace. The City recognizes that AI technologies can improve efficiency, accuracy, and decision-making. However, such tools must be used in a manner consistent with the City’s values, legal obligations, and data protection standards.

AC-2. Definition of Artificial Intelligence.

For the purposes of this policy, Artificial Intelligence (AI) refers to any software, system, or tool capable of performing tasks that typically require human intelligence, including but not limited to:

- Generative AI tools (e.g., ChatGPT, Copilot, Claude, Gemini, etc.);
- Predictive analytics or machine learning models;
- Automated decision-making systems; and
- Natural language, image, or speech recognition systems.

AC-3. Acceptable Use.

Employees may use approved AI tools to:

- (a) Draft, summarize, or analyze information;
- (b) Automate repetitive or data-driven tasks;
- (c) Generate ideas or improve workflow efficiency; and
- (d) Support communications, reports, and public service functions.

All AI use must:

- Comply with all City policies, including those relating to confidentiality, cybersecurity, ethics, and records retention;
- Be transparent when AI assistance is used in creating or editing City work products; and
- Be reviewed and approved by a human employee, pursuant to AC-5(b), prior to publication, release, or use in any City decision-making process.

AC-4. Prohibited Use.

Employees shall not use AI tools to:

- (a) Generate or disclose confidential, proprietary, or personally identifiable information (PII);
- (b) Make employment, legal, financial, or safety-related decisions without human oversight;
- (c) Create, disseminate, or rely upon false, misleading, discriminatory, or defamatory information;
- (d) Upload internal City data or documents into public or non-secure AI systems; or
- (e) Circumvent established security controls or automate processes in violation of City policies or applicable laws.

Violations of this policy may result in disciplinary action, up to and including termination.

AC-5. Data Privacy and Security.

- (a) Employees must not input or share sensitive, confidential, or personally identifiable information data with AI systems unless specifically authorized by the City Administrator.
- (b) All AI-generated content created or used in the course of City business must be reviewed for factual accuracy, unlawful discrimination outcomes, alignment with City policies, and compliance with all federal, state, and local laws, including privacy, data-security, and intellectual-property laws.
- (c) The City reserves the right to monitor AI use for compliance, cybersecurity, and audit purposes.

AC-6. Intellectual Property.

All AI-generated content or materials created by employees in the performance of their duties are the property of the City. Employees must ensure that all AI outputs respect copyright, trademark, and intellectual property laws.

AC-7. Policy Review.

This policy shall be reviewed annually, or as technology and regulations evolve, to ensure continued relevance, accuracy, and compliance with applicable laws and City standards.

CITY COUNCIL MEETING
MULVANE, KANSAS
November 17, 2025

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

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

Project Name/Description	Project Status
Phase 3 Main A Sanitary Sewer Improvements (Bond Issue funding)	<u>Completed to Date:</u> (no change) Apex has completed all Phase 3 SS installations. A final walk-through inspection was performed on 9/9/25 and a certificate of substantial completion issued. <u>Remaining Work:</u> Complete punch-list items and submit final pay application. City requested Y&A prepare a plan to address a low spot in the 3rd Ave. pavement left after Apex's full width replacement of 3rd Ave. The plan, including an alternate SWS, was completed and sent to the City on 10/20. <u>Contract Status:</u> (no change) Apex Excavating's current contract amount, including Change Order No. 3 is \$1,294,286.07. Pay App. No. 3 was submitted on 9/9/25 in the amount of \$323,960.52 which represents 58.1% of the total current contract amount. Approx. 100% of the work has been completed with exception of punch list items.
Phase 4 Main A Sanitary Sewer Improvements (Bond Issue funding)	<u>Completed to Date:</u> SS installations along Charles have been completed to approx. north of Miller. <u>Remaining Work:</u> Continue SS installation north along Charles. Preparation for installing the boring under K-15 is anticipated to begin the week of 11/17. <u>Contract Status:</u> (no change) Apex Excavating's current contract amount is \$1,690,445.00 which includes add alternates for pavement replacement work.
Emerald Valley Estates 2nd Addition Infrastructure (Municipal Bonds)	<u>Completed to Date:</u> (no change) On 10/24/25, McCullough Excavation notified the City that the work associated with CO No. 1 had been completed. A subsequent field observation suggested additional work in the eastern inlet channel was needed. <u>Remaining Work:</u> (no change) Complete CO No. 1 work. <u>Contract Status:</u> (no change) McCullough Excavation's current contract amount, including Change Order No. 1 is \$1,176,296.00. Pay App. No. 6 was submitted on 7/31/25 in the amount \$60,874.51. Total billed, including Pay App No. 6, represents approx. 100% of the total contract amount, less 10% retainage.
English Park Pedestrian Bridge (Special Sales Tax)	<u>Completed to Date:</u> The structural engineer has completed review of shop drawing submittals for the pedestrian bridge. <u>Remaining Work:</u> The Contractor has indicated they plan to begin channel grading work on November 3rd. This work will include channel grading. <u>Contract Status:</u> PSE Contractors' current contract amount is \$280,512.50.
Water Distribution System Study (Water Fund)	<u>Completed to Date:</u> A preliminary draft of the study including cost opinions is approx. 90% complete. <u>Remaining Work:</u> Submit draft report, address comments and prepare final draft. <u>Project Schedule:</u> A final draft of the study is scheduled to be completed in December 2025.

CASH & BUDGET STATEMENT

October 2025

Fund	Begin Bal	Revenue	Expenses	End Bal	Budget	YTD Rev	YTD Exp	Remaining	% Spent
General*	5,009,148.41	546,131.42	832,600.35	4,710,456.95	9,297,059	5,482,120.51	6,746,493.02	2,550,565.98	72.57%
Administration			78,643.06		3,065,250		2,077,600.24	987,649.76	67.78%
Public Works			103,532.37		1,101,035		996,873.84	104,161.16	90.54%
Police			449,348.93		2,645,396		1,814,246.02	831,149.98	68.58%
Fire			40,715.68		605,188		409,498.79	195,689.21	67.66%
Ambulance			144,349.71		1,730,340		1,278,828.04	451,511.96	73.91%
Planning & Zoning			16,010.60		149,350		169,266.09	(19,916.09)	113.34%
Bindweed			-		500		180.00	320.00	36.00%
Employee Benefit	1,517,540.78	19,087.56	217,101.62	1,319,571.90	2,549,800	2,172,436.89	1,558,790.09	991,009.91	61.13%
Debt Service	97,417.70	6,007.60	-	103,425.30	2,825,541	2,799,821.88	2,807,559.50	17,981.50	99.36%
Capital Improvements	633,435.50	106.02	-	633,541.52	426,000	1,546.48	0.01	425,999.99	0.00%
Special Liability	212,655.72	34.34	-	212,690.06	187,400	6,182.08	17,468.39	169,931.61	9.32%
Industrial Development	187,263.38	12.44	-	187,275.82	134,600	503.61	0.01	134,599.99	0.00%
Library	137,359.64	4,402.17	-	21,761.81	602,800	584,628.75	574,442.09	28,357.91	95.30%
Special Alcohol	40,793.82	-	1,428.80	39,365.02	37,141	-	4,962.76	32,178.24	13.36%
Swimming Pool	(138,065.81)	-	1,663.57	(139,849.37)	189,000	54,605.17	195,202.43	(6,202.43)	103.28%
Sr. Center	(89,166.55)	1,664.00	21,957.39	(109,330.23)	126,200	47,217.70	160,397.23	(34,197.23)	127.10%
Library Sales Tax	90,907.59	-	2,247.07	88,660.52	132,282	-	69,022.70	63,259.30	52.18%
1% Sales Tax	1,509,705.43	90,386.00	7,492.50	1,592,598.93	1,489,701	859,581.30	1,001,929.88	487,771.12	67.26%
Special Highway	520,609.87	69,060.61	6,866.00	582,804.48	398,459	263,995.39	92,805.39	305,653.61	23.29%
Special Parks	192,674.49	-	19,227.55	173,446.94	219,865	105,040.58	143,300.16	76,564.84	65.18%
Transient Guest Tax	663,012.31	149,908.59	-	812,920.90	843,828	618,398.73	470,022.43	373,805.57	55.70%
Mulvane Land Bank	17,341.07	-	-	17,341.07	17,740	-	1,769.43	15,970.57	9.97%
Electric	6,858,678.39	525,218.13	460,387.75	7,041,671.43	7,069,853	4,931,814.29	4,454,895.94	2,614,957.06	63.01%
Water	1,085,574.25	94,632.04	102,427.92	1,103,171.01	1,688,544	979,698.00	1,077,384.84	611,159.16	63.81%
Wastewater	1,379,876.16	143,043.95	96,919.86	1,448,684.29	2,242,522	1,517,654.32	1,785,355.89	457,166.11	79.61%
Storm Sewer	514,824.57	3,730.30	790.00	518,232.31	205,000	46,194.54	12,597.64	192,402.36	6.15%
Municipal Equipment Reserve	463,059.73	-	-	463,059.73	0	-	-	-	-
ARPA	22,361.49	-	-	22,361.49	0	-	-	-	-
TOTAL	20,927,007.94	1,653,425.17	1,771,110.38	20,843,861.88	30,683,335	20,471,440.22	21,174,399.83	9,508,935.17	69.01%

CITY COUNCIL MEETING

November 17th, 2025

TO: Mayor & Council

FROM: Melissa Hudson – Utilities & Public Works Purchasing Agent

SUBJECT: Electric Generation Power Plant Fuel Purchase

ACTION: Approve purchase of diesel fuel oil for 111th St. Power Plant

Background

The City's Generating Units consume diesel fuel oil. These units are started, warmed up, and cooled down on 100% fuel oil when generating. Due to the usual weather event, we needed to be prepared to generate at our power plant for an extended period on diesel fuel oil due to the lack of natural gas and other electrical power options. Keeping a minimum of 15,000 gallons on hand provides the ability to generate emergency power for the city during outages or when potential extreme weather conditions exist (hot or cold).

Analysis

On October 28th, one load of fuel was ordered for our Power Plant (1402 N. Utility Park Circle) to ensure delivery during the recent critical cold weather event. This diesel fuel oil is consumed by our three generating engines to produce electricity during the arctic weather electric grid emergency event.

Financial Considerations

Funds from Electric Distribution – Line Item 511-09-550 Generation Commodities. *Procurement Policy standards have been met with this purchase.*

Legal Considerations

None

Recommendation / Action

Motion to approve the purchase of 7,498 gallons of low sulfur #2 fuel oil at a cost of \$2.78 per gallon for a total of \$20,844.44 from the Mulvane CO-OP. Funds from the Electric Distribution Generation Commodities budget will be utilized for the purchase. Fund # 511-09-550.



220 W. Poplar
Mulvane, KS 67110
316-777-1121

9700 S 135th St. W
Clearwater, KS 67026
620-584-2011

BRANCH: 1 MULVANE COOP UNION

ORDER # - 408539 INVOICE # - 395484

10/30/2025

210875 CITY OF MULVANE

211 N. SECOND

SALES REP : SHANE

CUST REF :

TAX 1 ID # : SALES AND US

TAX 2 ID # :

MULVANE KS 67110

ITEM	DESCRIPTION	QUANTITY	PRICE	DISCOUNT	AMOUNT	T
33	DYED DIESEL MANIFEST#697798 10/28/25	7498.000	2.7800		20844.44	*

RECEIVED

NOV 03 2025

BY: alp
CITY OF MULVANE

X

SUB TOTAL ==> 20844.44
LESS DISCOUNTS ==>
TAX 1 ==>
TAX 2 ==>
TOTAL ==> 20844.44



Mulvane, KS

Check Report

By Check Number

Date Range: 10/01/2025 - 10/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK-POOL						
01218	AMERICAN FENCE COMPANY INC	10/02/2025	Regular	0.00	278.84	65152
10743	BHC INC	10/02/2025	Regular	0.00	4,875.00	65153
00101	CHRISTOPHER DAVIS	10/02/2025	Regular	0.00	600.00	65154
00182	CHRISTOPHER HOLZMAN, ATTY AT LAW	10/02/2025	Regular	0.00	300.00	65155
00080	CITY OF MULVANE-UTILITIES	10/02/2025	Regular	0.00	17,318.06	65156
00170	CORE & MAIN	10/02/2025	Regular	0.00	165.00	65157
10536	ELECTRICOMM, INC	10/02/2025	Regular	0.00	2,016.14	65158
10625	EMPAC INC.	10/02/2025	Regular	0.00	635.10	65159
00461	EVERGY	10/02/2025	Regular	0.00	714.34	65160
00145	FOUR STATE MAINTENANCE SUPPLY INC	10/02/2025	Regular	0.00	112.01	65161
10221	GATEWAY WIRELESS & NETWORK SERVICES LLC	10/02/2025	Regular	0.00	695.00	65162
00347	HENDERSON INVESTMENTS INC	10/02/2025	Regular	0.00	242.99	65163
10752	J & J DRAINAGE PRODUCTS CO	10/02/2025	Regular	0.00	1,280.00	65164
00254	JAMES LARRY LINN, ATTY AT LAW	10/02/2025	Regular	0.00	2,000.00	65165
00274	JHO INC	10/02/2025	Regular	0.00	2,720.80	65166
10703	JOHN M MUNDELL	10/02/2025	Regular	0.00	70.46	65167
10391	JOY KAY WILLIAMS	10/02/2025	Regular	0.00	2,000.00	65168
00209	KANSAS GAS SERVICE	10/02/2025	Regular	0.00	129.21	65169
00233	KANSASLAND TIRE CO. INC.	10/02/2025	Regular	0.00	146.00	65170
10552	KONICA MINOLTA BUSINESS SOLUTIONS	10/02/2025	Regular	0.00	310.40	65171
	Void	10/02/2025	Regular	0.00	0.00	65172
10326	Konica Minolta Premier Finance	10/02/2025	Regular	0.00	659.31	65173
00243	KROGER-DILLONS CUSTOMER CHARGE	10/02/2025	Regular	0.00	195.33	65174
00252	LIFE-ASSIST, INC.	10/02/2025	Regular	0.00	138.75	65175
01219	MERIDIAN ANALYTICAL LABS LLC	10/02/2025	Regular	0.00	120.00	65176
00357	MICHAEL J. ROBINSON	10/02/2025	Regular	0.00	576.70	65177
10022	MIDWEST MOTOR SUPPLY CO. INC	10/02/2025	Regular	0.00	98.54	65178
00291	MULVANE PUBLIC LIBRARY	10/02/2025	Regular	0.00	120,000.00	65179
10185	NATIONAL SCREENING BUREAU	10/02/2025	Regular	0.00	159.00	65180
00323	PETTY CASH-CITY OF MULVANE	10/02/2025	Regular	0.00	3,066.41	65181
00458	PHILIP L. WEISER	10/02/2025	Regular	0.00	450.00	65182
10327	PLP-CTI HOLDINGS, LLC	10/02/2025	Regular	0.00	327.42	65183
00320	R.E. PEDROTTI COMPANY, INC	10/02/2025	Regular	0.00	847.60	65184
10351	RICKY STORTS	10/02/2025	Regular	0.00	125.00	65185
00104	RODNEY L SCHUMOCK	10/02/2025	Regular	0.00	365.00	65186
00415	TG TECHNICAL SERVICES INC	10/02/2025	Regular	0.00	646.24	65187
00397	T-MOBILE	10/02/2025	Regular	0.00	310.25	65188
10664	TWIN VALLEY TELEPHONE INC	10/02/2025	Regular	0.00	1,398.31	65189
00446	VIA CHRISTI HOME MEDICAL LLC	10/02/2025	Regular	0.00	430.00	65190
10466	WESTLAKE HARDWARE INC	10/02/2025	Regular	0.00	9.58	65191
00094	WICHITA WATER CONDITIONING, INC.	10/02/2025	Regular	0.00	37.85	65192
10756	ACTIONEDUCATE LLC	10/09/2025	Regular	0.00	1,238.00	65196
01041	ALL COVERED	10/09/2025	Regular	0.00	7,215.88	65197
00170	CORE & MAIN	10/09/2025	Regular	0.00	1,080.00	65198
10746	EGA TOOLS LLC	10/09/2025	Regular	0.00	157.00	65199
00461	EVERGY	10/09/2025	Regular	0.00	12,449.88	65200
10209	FLEETPRIDE INC	10/09/2025	Regular	0.00	39.99	65201
00145	FOUR STATE MAINTENANCE SUPPLY INC	10/09/2025	Regular	0.00	146.22	65202
10724	FOXSTER OPCO, KKC	10/09/2025	Regular	0.00	500.00	65203
00149	GALAXIE BUSINESS EQUIPMENT, INC.	10/09/2025	Regular	0.00	530.03	65204
00150	GALL'S INC.	10/09/2025	Regular	0.00	534.00	65205
00152	GARNETT AUTO SUPPLY, INC.	10/09/2025	Regular	0.00	3,412.28	65206
00161	GREENLEAF NURSERY COMPANY INC	10/09/2025	Regular	0.00	3,762.87	65207
10460	GSI ENGINEERING, LLC	10/09/2025	Regular	0.00	1,451.50	65208

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Date Range: 10/01/2025 - 10/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10415	JKS PARTNERS LLC	10/09/2025	Regular	0.00	190.80	65209
01034	KANSAS DEPARTMENT OF HEALTH &	10/09/2025	Regular	0.00	382.00	65210
00209	KANSAS GAS SERVICE	10/09/2025	Regular	0.00	456.82	65211
00215	KANSAS MUNICIPAL UTILITIES INC	10/09/2025	Regular	0.00	360.00	65212
00217	KANSAS ONE-CALL SYSTEM, INC.	10/09/2025	Regular	0.00	218.12	65213
10552	KONICA MINOLTA BUSINESS SOLUTIONS	10/09/2025	Regular	0.00	454.46	65214
10552	KONICA MINOLTA BUSINESS SOLUTIONS	10/09/2025	Regular	0.00	62.00	65215
00252	LIFE-ASSIST, INC.	10/09/2025	Regular	0.00	126.29	65216
00257	LOWES BUSINESS ACCOUNT	10/09/2025	Regular	0.00	1,633.95	65217
01219	MERIDIAN ANALYTICAL LABS LLC	10/09/2025	Regular	0.00	790.00	65218
00357	MICHAEL J. ROBINSON	10/09/2025	Regular	0.00	100.00	65219
00283	MULVANE COOPERATIVE UNION	10/09/2025	Regular	0.00	2,533.20	65220
00283	MULVANE COOPERATIVE UNION	10/09/2025	Regular	0.00	6,303.69	65221
10091	MULVANE REC CENTER	10/09/2025	Regular	0.00	525.00	65222
00307	O'REILLY AUTO ENTERPRISES LLC	10/09/2025	Regular	0.00	472.45	65223
	Void	10/09/2025	Regular	0.00	0.00	65224
10716	PEARSON CONSTRUCTION	10/09/2025	Regular	0.00	141,969.82	65225
10327	PLP-CTI HOLDINGS, LLC	10/09/2025	Regular	0.00	46.32	65226
10461	QUADIENT FINANCE USA, INC.	10/09/2025	Regular	0.00	300.00	65227
00340	QUILL CORPORATION	10/09/2025	Regular	0.00	708.51	65228
00344	RAILROAD MANAGEMENT CO III LLC	10/09/2025	Regular	0.00	1,421.93	65229
00348	REED CARWASH INC.	10/09/2025	Regular	0.00	340.00	65230
00112	RK BLACK INC	10/09/2025	Regular	0.00	47.89	65231
00361	RUSTY ECK FORD INC	10/09/2025	Regular	0.00	9,125.99	65232
10333	THE DISTINCT INK LLC	10/09/2025	Regular	0.00	428.44	65233
10366	UNDERGROUND VAULTS & STORAGE, INC	10/09/2025	Regular	0.00	64.20	65234
10183	WASTE MANAGEMENT	10/09/2025	Regular	0.00	1,473.17	65235
00459	WESCO	10/09/2025	Regular	0.00	868.53	65236
10466	WESTLAKE HARDWARE INC	10/09/2025	Regular	0.00	19.95	65237
00094	WICHITA WATER CONDITIONING, INC.	10/09/2025	Regular	0.00	346.38	65238
00012	AIRGAS USA, INC.	10/16/2025	Regular	0.00	54.50	65239
10493	AMAZON	10/16/2025	Regular	0.00	457.57	65240
00022	APAC-KANSAS, INC., - SHEARS DIVISION	10/16/2025	Regular	0.00	817.18	65241
10494	BTAC HOLDING CORP	10/16/2025	Regular	0.00	240.53	65242
10499	CENTER POINT, INC.	10/16/2025	Regular	0.00	51.54	65243
00182	CHRISTOPHER HOLZMAN, ATTY AT LAW	10/16/2025	Regular	0.00	150.00	65244
00092	COX COMMUNICATIONS	10/16/2025	Regular	0.00	2,894.87	65245
00092	COX COMMUNICATIONS	10/16/2025	Regular	0.00	116.50	65246
10223	CRH COFFEE INC	10/16/2025	Regular	0.00	310.53	65247
00134	FAMILY MEDCENTERS PA	10/16/2025	Regular	0.00	18.00	65248
10724	FOXSTER OPCO, KKC	10/16/2025	Regular	0.00	500.00	65249
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	10/16/2025	Regular	0.00	29.25	65250
10465	JUMPSTART	10/16/2025	Regular	0.00	628.97	65251
00215	KANSAS MUNICIPAL UTILITIES INC	10/16/2025	Regular	0.00	4,366.35	65252
00226	KANSAS STATE TREASURER	10/16/2025	Regular	0.00	255,000.00	65253
00243	KROGER-DILLONS CUSTOMER CHARGE	10/16/2025	Regular	0.00	226.14	65254
10749	LEGACY CONSTRUCTION SERVICES GROUP INC	10/16/2025	Regular	0.00	13,799.00	65255
00252	LIFE-ASSIST, INC.	10/16/2025	Regular	0.00	1,188.68	65256
09913	MABCD	10/16/2025	Regular	0.00	9,757.23	65257
00266	MCKEE CLEAR SERVICE SOLUTIONS INC	10/16/2025	Regular	0.00	50.00	65258
01219	MERIDIAN ANALYTICAL LABS LLC	10/16/2025	Regular	0.00	120.00	65259
10500	MIDWEST TAPE, LLC.	10/16/2025	Regular	0.00	170.43	65260
00282	MULVANE CHAMBER OF COMMERCE	10/16/2025	Regular	0.00	350.00	65261
10349	NATHAN WERTH	10/16/2025	Regular	0.00	2,452.50	65262
00310	OMNI SERVICES GROUP LLC	10/16/2025	Regular	0.00	1,094.74	65263
00361	RUSTY ECK FORD INC	10/16/2025	Regular	0.00	375.00	65264
10306	RUUD CONCRETE LLC	10/16/2025	Regular	0.00	187.00	65265
00370	SALISBURY SUPPLY COMPANY, INC.	10/16/2025	Regular	0.00	279.99	65266
00379	SEDGWICK CO DIVISION OF FINANC	10/16/2025	Regular	0.00	3,667.95	65267
00385	SHIRTS PLUS INC	10/16/2025	Regular	0.00	2,121.79	65268
09827	STATE INDUSTRIAL PRODUCTS CORPORATION	10/16/2025	Regular	0.00	1,117.48	65269

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Date Range: 10/01/2025 - 10/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00407	SUMNER CO. SHERIFF	10/16/2025	Regular	0.00	2,160.00	65270
10250	SUSAN DUTCHER	10/16/2025	Regular	0.00	310.00	65271
00426	TYLER TECHNOLOGIES INC	10/16/2025	Regular	0.00	82.20	65272
00451	WALLACE ENVELOPE CO,INC.	10/16/2025	Regular	0.00	112.00	65273
10466	WESTLAKE HARDWARE INC	10/16/2025	Regular	0.00	365.53	65274
10760	WORLD BOOK INC	10/16/2025	Regular	0.00	1,327.00	65275
00479	YOUNG & ASSOCIATES, P. A.	10/16/2025	Regular	0.00	12,616.25	65276
10686	ALEC LANG	10/23/2025	Regular	0.00	548.00	65280
00022	APAC-KANSAS, INC., - SHEARS DIVISION	10/23/2025	Regular	0.00	2,357.91	65281
00100	BILL L DAVIS	10/23/2025	Regular	0.00	130.00	65282
00242	BORDER STATES ELECTRIC	10/23/2025	Regular	0.00	3,728.47	65283
00090	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	10/23/2025	Regular	0.00	630.00	65284
00170	CORE & MAIN	10/23/2025	Regular	0.00	51.00	65285
10276	CRAIG WILSON	10/23/2025	Regular	0.00	980.00	65286
00103	DE LAGE LANDEN INC	10/23/2025	Regular	0.00	81.44	65287
10474	EASY ICE, LLC	10/23/2025	Regular	0.00	325.00	65288
09885	ED M. FELD EQUIPMENT CO., INC.	10/23/2025	Regular	0.00	581.30	65289
01078	EMC INSURANCE COMPANIES	10/23/2025	Regular	0.00	838.00	65290
00134	FAMILY MEDCENTERS PA	10/23/2025	Regular	0.00	324.00	65291
00145	FOUR STATE MAINTENANCE SUPPLY INC	10/23/2025	Regular	0.00	173.14	65292
00149	GALAXIE BUSINESS EQUIPMENT, INC.	10/23/2025	Regular	0.00	2,096.48	65293
00150	GALL'S INC.	10/23/2025	Regular	0.00	89.98	65294
10762	GARY ANDREW ROSE	10/23/2025	Regular	0.00	250.00	65295
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	10/23/2025	Regular	0.00	706.82	65296
10660	IDEATEK TELCOM, LLC	10/23/2025	Regular	0.00	113.00	65297
00255	INDUSTRIAL UNIFORM COMPANY LLC	10/23/2025	Regular	0.00	1,361.60	65298
10757	J & A TRAFFIC PRODUCTS	10/23/2025	Regular	0.00	165.50	65299
00274	JHO INC	10/23/2025	Regular	0.00	314.29	65300
00031	JOE GRABER	10/23/2025	Regular	0.00	137.00	65301
00030	JOHN DEERE FINANCIAL	10/23/2025	Regular	0.00	43.15	65302
00215	KANSAS MUNICIPAL UTILITIES INC	10/23/2025	Regular	0.00	1,900.00	65303
00220	KANSAS POWER POOL	10/23/2025	Regular	0.00	327,313.65	65304
00140	KENNETH FLEMING	10/23/2025	Regular	0.00	448.44	65305
00249	LEAGUE OF KS. MUNICIPALITIES	10/23/2025	Regular	0.00	185.00	65306
00252	LIFE-ASSIST, INC.	10/23/2025	Regular	0.00	100.07	65307
01219	MERIDIAN ANALYTICAL LABS LLC	10/23/2025	Regular	0.00	1,110.35	65308
10707	MOUNTAINLAND SUPPLY COMPANY	10/23/2025	Regular	0.00	181.95	65309
00288	MULVANE FIRE RESCUE	10/23/2025	Regular	0.00	5,000.00	65310
09985	PETER A. MACKINNEY	10/23/2025	Regular	0.00	2,480.00	65311
10437	PROFESSIONAL ENGINEERING CONSULTANTS,	10/23/2025	Regular	0.00	3,250.00	65312
00340	QUILL CORPORATION	10/23/2025	Regular	0.00	517.35	65313
00361	RUSTY ECK FORD INC	10/23/2025	Regular	0.00	256.63	65314
10008	SCHAEFFER MANUFACTURING COMPANY	10/23/2025	Regular	0.00	412.68	65315
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	10/23/2025	Regular	0.00	861.83	65316
10753	SPENCER FANE LLP	10/23/2025	Regular	0.00	3,500.00	65317
00425	TRUCK STUFF INC	10/23/2025	Regular	0.00	141.00	65318
01215	ULINE INC	10/23/2025	Regular	0.00	139.22	65319
00431	UNIFIED SCHOOL DIST. NO. 263	10/23/2025	Regular	0.00	200.33	65320
10761	VIVIAN H SISCO III	10/23/2025	Regular	0.00	194.23	65321
00451	WALLACE ENVELOPE CO,INC.	10/23/2025	Regular	0.00	242.00	65322
00459	WESCO	10/23/2025	Regular	0.00	7,982.35	65323
10466	WESTLAKE HARDWARE INC	10/23/2025	Regular	0.00	19.98	65324
00482	ZOLL MEDICAL CORP.	10/23/2025	Regular	0.00	1,475.60	65325
00022	APAC-KANSAS, INC., - SHEARS DIVISION	10/30/2025	Regular	0.00	1,295.41	65342
00026	ASSOCIATED MATERIAL & SUPPLY C	10/30/2025	Regular	0.00	748.50	65343
00047	BNSF RAILWAY CO. INC	10/30/2025	Regular	0.00	100.00	65344
00242	BORDER STATES ELECTRIC	10/30/2025	Regular	0.00	3,294.48	65345
00051	BRENNTAG SOUTHWEST, INC	10/30/2025	Regular	0.00	2,815.63	65346
00071	CENTRAL POWER SYS & SERV INC	10/30/2025	Regular	0.00	660.00	65347
00080	CITY OF MULVANE-UTILITIES	10/30/2025	Regular	0.00	15,312.44	65348
00170	CORE & MAIN	10/30/2025	Regular	0.00	691.00	65349

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Date Range: 10/01/2025 - 10/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10223	CRH COFFEE INC	10/30/2025	Regular	0.00	172.80	65350
00461	EVERGY	10/30/2025	Regular	0.00	705.28	65351
00145	FOUR STATE MAINTENANCE SUPPLY INC	10/30/2025	Regular	0.00	117.92	65352
00150	GALL'S INC.	10/30/2025	Regular	0.00	607.81	65353
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	10/30/2025	Regular	0.00	492.37	65354
10068	HECTOR SAMUEL RIVERA	10/30/2025	Regular	0.00	102.00	65355
10218	INTERLINGUAL INTERPRETING SERVICES	10/30/2025	Regular	0.00	240.20	65356
00274	JHO INC	10/30/2025	Regular	0.00	369.38	65357
00209	KANSAS GAS SERVICE	10/30/2025	Regular	0.00	137.18	65358
00233	KANSASLAND TIRE CO. INC.	10/30/2025	Regular	0.00	556.20	65359
00252	LIFE-ASSIST, INC.	10/30/2025	Regular	0.00	40.00	65360
00257	LOWES BUSINESS ACCOUNT	10/30/2025	Regular	0.00	1,120.89	65361
01122	OMAHA TRUCK CENTER COMPANY INC	10/30/2025	Regular	0.00	265.12	65362
00338	QUALITY BODY SHOP MULVANE, INC	10/30/2025	Regular	0.00	8,709.08	65363
00340	QUILL CORPORATION	10/30/2025	Regular	0.00	323.81	65364
	Void	10/30/2025	Regular	0.00	0.00	65365
10306	RUUD CONCRETE LLC	10/30/2025	Regular	0.00	1,460.00	65366
00372	SAMS CLUB	10/30/2025	Regular	0.00	597.01	65367
00397	T-MOBILE	10/30/2025	Regular	0.00	310.26	65368
10664	TWIN VALLEY TELEPHONE INC	10/30/2025	Regular	0.00	1,395.24	65369
00431	UNIFIED SCHOOL DIST. NO. 263	10/30/2025	Regular	0.00	157.45	65370
00446	VIA CHRISTI HOME MEDICAL LLC	10/30/2025	Regular	0.00	395.00	65371
10466	WESTLAKE HARDWARE INC	10/30/2025	Regular	0.00	27.45	65372
00094	WICHITA WATER CONDITIONING, INC.	10/30/2025	Regular	0.00	42.85	65373
00196	INTRUST CARD CENTER	10/09/2025	Bank Draft	0.00	6,226.85	DFT0004358
01031	KANSAS DEPT OF REVENUE	10/15/2025	Bank Draft	0.00	3,335.54	DFT0004359

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	265	197	0.00	1,107,626.40
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	54	2	0.00	9,562.39
EFT's	0	0	0.00	0.00
	319	202	0.00	1,117,188.79

Check Report

Date Range: 10/01/2025 - 10/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PYBNK-PAYROLL-POOL						
00079	CITY OF MULVANE	10/02/2025	Regular	0.00	2,479.57	65193
01018	AXA EQUITABLE - EQUI-VEST	10/02/2025	Regular	0.00	6,960.00	65194
01016	KANSAS PAYMENT CENTER	10/10/2025	Regular	0.00	637.45	65195
00079	CITY OF MULVANE	10/16/2025	Regular	0.00	2,479.57	65277
00106	DELTA DENTAL OF KANSAS	10/16/2025	Regular	0.00	5,351.10	65278
00408	SURENCY LIFE & HEALTH	10/16/2025	Regular	0.00	762.17	65279
01012	AFLAC	10/24/2025	Regular	0.00	273.26	65326
01016	KANSAS PAYMENT CENTER	10/24/2025	Regular	0.00	637.45	65327
01022	LEGAL SHIELD	10/24/2025	Regular	0.00	324.90	65328
00079	CITY OF MULVANE	10/30/2025	Regular	0.00	2,479.57	65374
00436	UNUM LIFE INSURANCE CO OF AMER	10/24/2025	Bank Draft	0.00	417.00	DFT0004302
00436	UNUM LIFE INSURANCE CO OF AMER	10/24/2025	Bank Draft	0.00	420.30	DFT0004331
01021	KPERS	10/10/2025	Bank Draft	0.00	24,557.81	DFT0004352
01021	KPERS	10/10/2025	Bank Draft	0.00	11,017.25	DFT0004353
01026	IRS	10/10/2025	Bank Draft	0.00	25,930.16	DFT0004354
01026	IRS	10/10/2025	Bank Draft	0.00	18,558.46	DFT0004355
01031	KANSAS DEPT OF REVENUE	10/10/2025	Bank Draft	0.00	9,923.38	DFT0004356
01026	IRS	10/10/2025	Bank Draft	0.00	6,064.28	DFT0004357
10699	MUTUAL OF OMAHA	10/15/2025	Bank Draft	0.00	1,252.93	DFT0004360
10699	MUTUAL OF OMAHA	10/15/2025	Bank Draft	0.00	480.67	DFT0004361
10699	MUTUAL OF OMAHA	10/15/2025	Bank Draft	0.00	245.10	DFT0004362
01021	KPERS	10/24/2025	Bank Draft	0.00	737.69	DFT0004363
01021	KPERS	10/24/2025	Bank Draft	0.00	24,512.95	DFT0004364
01021	KPERS	10/24/2025	Bank Draft	0.00	11,272.57	DFT0004365
01026	IRS	10/24/2025	Bank Draft	0.00	26,451.46	DFT0004367
01026	IRS	10/24/2025	Bank Draft	0.00	18,733.32	DFT0004368
01031	KANSAS DEPT OF REVENUE	10/24/2025	Bank Draft	0.00	10,044.21	DFT0004369
01026	IRS	10/24/2025	Bank Draft	0.00	6,186.26	DFT0004370

Bank Code PYBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	21	10	0.00	22,385.04
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	18	18	0.00	196,805.80
EFT's	0	0	0.00	0.00
	39	28	0.00	219,190.84

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	286	207	0.00	1,130,011.44
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	72	20	0.00	206,368.19
EFT's	0	0	0.00	0.00
	358	230	0.00	1,336,379.63

Fund Summary

Fund	Name	Period	Amount
999	Pool Cash Fund	10/2025	1,336,379.63
			1,336,379.63

Approved

Date