

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Monday December 1, 2025

	Page
Call Regular Meeting to Order	
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated November 17, 2025	2-5
Correspondence	
Public Comments (State Name and Address – 5 minutes)	
Appointments, Awards and Citations	
 OLD BUSINESS:	
 NEW BUSINESS:	
1. Property Fraud Alert Presentation – Kenly Zehring	6-9
2. Mulvane Community Foundation Subsidy Request – Malissa Long	10-14
3. Section 5310 Subaward Agreement -Kaylie Mistretta	15-52
4. Sports Complex Playground Renovations -Jacob Coy	53-82
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7. Employee COLA – Austin St. John	87-91
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 ENGINEER:	
1. Main “A” Sanitary Sewer Phase 3 Change Order #4 – Apex Excavating	97-102
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 CITY STAFF:	
City Clerk	
City Administrator	
City Attorney	
 CONSENT AGENDA:	104-137
1. Payroll dated 11/21/25 - \$271,391.74	
2. City Utility Bills for October – 15,652.17	
3. Emerald Valley 2 nd Addn. – Pay Appl. #7 – McCullough Excavation - \$1,193.40	
4. Main “A” Sanitary Sewer Phase 3 – Pay Appl. #4 – Apex Excavation - \$479,035.24	
5. Purchase of 10 Single Phase Pole Mount Transformers from Midwest Electric - \$26,018.30	
6. Liquor License for R and R Kansas, LLC	
7. CMB License for Dollar General	
 ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:	
Employee Christmas Party – Friday, December 12, 2025 – 6:30 p.m. at the Kansas Star Casino	
Next City Council Meeting – Monday, December 15, 2025 – 6:00 p.m.	
 ADJOURNMENT:	

**MULVANE CITY COUNCIL
REGULAR MEETING MINUTES**

November 17, 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: Trish Gerber, Kurtis Westfall, Tim Huntley, Todd Leeds, Grant Leach.

OTHERS PRESENT: Austin St. John, Debbie Parker, J. T. Klaus, Joel Pile, Mike Robinson, Chris Young, Jacob Coy, Kaylie Mistretta, Terry Lane.

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

APPROVAL OF REGULAR MEETING MINUTES:

MOTION by Leach, second by Gerber to approve the Regular meeting minutes dated November 3, 2025.

MOTION approved unanimously.

CORRESPONDENCE: Councilmember Huntley advised that a citizen was excited to see dirt work beginning in English Park for the pedestrian bridge.

PUBLIC COMMENTS: None

APPOINTMENTS, AWARDS AND CITATIONS: None

OLD BUSINESS

None

NEW BUSINESS

1. MCAT Title VI Program:

Sr. Center Director, Kaylie Mistretta, reviewed this item with the council. As part of the Mulvane Community Area Transit (MCAT) a Title VI Policy needs to be implemented. 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 is committed to a policy of non-discrimination and operates its program and services without regard to race, color, or national origin in accordance with Title VI.

MOTION by Huntley, second by Westfall 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.

MOTION approved unanimously.

2. MCAT Operating Policies and Procedures:

Sr. Center Director, Kaylie Mistretta, reviewed this item with the council. The MCAT Operating Policies and Procedures Manual provides general information about the Program. Information includes but is not limited to: Service Hours, Service Area, Payment, Scheduling, Code of Conduct, and Complaints. The manual serves as a guide for staff, riders, and stakeholders to ensure consistency, transparency, and accountability in public transit services.

MOTION by Leach , second by Leeds 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.

MOTION approved unanimously.

3. Senior Center Agreement with Sedgwick County:

Senior Center Director, Kaylie Mistretta, reviewed this item with the council. Since 2019, the City has contracted with Sedgwick Co. to establish a collaborative framework for the operation of the Senior Center. The Agreement outlines the terms and conditions for the operation and management of Senior Centers within our jurisdiction. The Agreement will provide \$35,000 for salaries from the County to the Mulvane Senior Center for 2026.

Mistretta advised that the County was re-evaluating the standards for funding. Mistretta has been speaking with Board Members to make sure any changes remain attainable for continued funding.

MOTION by Leach, second by Gerber 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.

MOTION approved unanimously.

4. GPS and GIS Mapping of Electrical Distribution System:

Public Works / Utility Director, Jacob Coy, reviewed this item with the council. Staff would like to continue GIS Mapping of city utilities. Mapping of the electric distribution system still needs to be completed, primarily south of K-15. Staff received proposals from three (3) firms to complete the GIS mapping of the City's electrical distribution system.

Proposals were received from:

JEO Consulting Group, Inc. - \$11,920

SAM, LLC - \$19,850

BHC, Inc. - \$23,000

Staff recommend approving the proposal from JEO Consulting Group for GPS and GIS mapping of the City's electrical distribution system in the amount of \$11,920. 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. Coy advised that part of the training would allow staff the ability to make minor changes to update information within the system.

MOTION by Huntley, second by Leeds to approve JEO Consulting Group for the Electrical System GIS Mapping Project in the amount of \$11,920.

MOTION approved unanimously.

5. Mulvane Substation and Transmission Documents:

Planning and Zoning Director, Joel Pile, asked the council to table this item to allow a further review of the easement documents.

MOTION by Leeds, second by Leach to table the Access Easement, Easement for Electric Facilities and Appurtenances, and the Grant of Right of Way with Evergy Kansas South, Inc. MOTION approved unanimously.

6. Artificial Intelligence Use Policy:

City Administrator, Austin St. John, reviewed this item with the council. The purpose of this policy is to establish clear guidelines for the responsible, ethical, and secure use of Artificial Intelligence (AI) tools and systems for city employees. The policy includes acceptable and prohibited uses of AI. Employees using AI must comply with all City policies including those relating to confidentiality, cybersecurity, ethics, and records retention.

MOTION by Huntley, second by Westfall that the City Council adopt Section AC – Artificial Intelligence (AI) Use Policy as presented, to be included in the Employee Handbook. 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 along Charles St. have been completed to north of Miller St. The Contractor notified residents of the construction. Questions were asked about access during the Thanksgiving Holiday. The Contractor will put down some temporary material to accommodate for additional access during the holiday.

Emerald Valley Estates 2nd Addition – McCullough Excavation is completing additional work in the eastern inlet channel.

English Park Pedestrian Bridge – The structural engineer has completed review of shop drawing submittals for the pedestrian bridge.

Water Distribution System Study – A preliminary draft of the study including cost opinions is approximately 90% complete.

CITY STAFF

City Clerk: None

City Administrator:

1. Finance Report for October - City Administrator, Austin St. John, reviewed the October financial report with the council.

St. John advised the council that we will be amending the 2025 Budget. This is due to overages in the Sr. Center and to also allow for funds to be spent from Special Parks. This item will be brought to the council next month.

St. John advised the council that the City's website will no longer be supported by our current provider after 12/31/2026. An RFP will go out at the end of the month for a new provider. Building a new website will be a lengthy process.

City Attorney: None

CONSENT AGENDA ITEMS:

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

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

MOTION approved unanimously.

ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:

No Council Workshops for November.

Retirement Reception for EMS Lt. Tony Lamb, Wednesday, Nov. 19th from 1 – 4 at the PIX.

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.
(Must RSVP by November 21st)

ADJOURNMENT:

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

MOTION approved unanimously at 6:32 p.m.

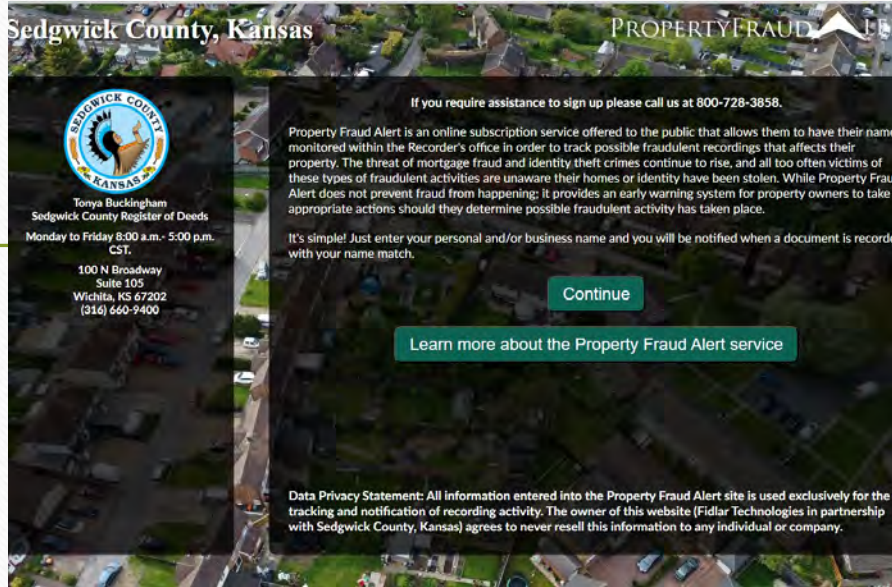
Minutes by:

Debra M. Parker, City Clerk

Minutes approved by the City Council _____.



Sedgwick County Register of Deeds



PROTECT YOUR PROPERTY

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NOTARY FRAUD ALERT



**Sedgwick County,
Kansas**



100 N Broadway, Suite
105
Wichita, KS 67202

(316) 660-9400

Monday to Friday
8:00 a.m.- 5:00 p.m.
CST.

[Sedgwick County Official Website](#)
[Sedgwick County Register of Deeds](#)
[Kansas State Notary Search](#)
[FAQ](#)

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Reliable

Built with top-notch
technology.

Secure

Your data is safe with us.

Contact Us

- The Register of Deeds office is located at:
- **Ruffin Building**
100 N Broadway, Suite 105
Wichita, KS 67202
Hours: Monday- Friday, 8 a.m. – 5 p.m.
- Phone Number: 316-660-9400

City Council Meeting
December 1, 2025

TO: Mayor and Council

FR: Malissa Long

RE: Mulvane Community Foundation – subsidy

ACTION: Provide funding to help support the MCF

I am requesting the continuation of a subsidy to help fund a part-time director for the Mulvane Community Foundation for 2026.

The Mulvane Community Foundation was established as an official 501(c)3 in 2017 to provide an outlet for the community and organizations to support local events and activities. The mission soon expanded to include opportunities for people to make permanent endowments for the betterment of Mulvane.

We currently have a board of seven members, including:

Brent Allen, president

Caitlin Martin, vice president

Scott Nelson, secretary

Danielle Martin, treasurer

Beckie Bowers, member at large

Denise Woods, member at large

Nancy Farber -Mottola, member at large

We propose that we continue employing a part-time executive director who is employed and managed by the board so that the events, activities, and opportunities can continue to support our community and expand the support we offer that will have a lasting impact on the community beyond our lifetime.

Currently, the Mulvane Community Foundation assists with authorized pass-through funds for

- the Mulvane STARS Community Theater
- Mulvane Mental Health Coalition
- Getting Ahead Program
- Mulvane Community Service Awards
- Doc Sunback Film Festival
- Mulvane Golden Easter Egg Hunt
- the Mulvane Community Christmas Tree Lighting Ceremony
- Ballet at the Bandshell
- the Mulvane Community Puzzle Hunt
- Mulvane Art Train

- Wildcat Community Connects Lunch Money Fund
- Holiday Wreath Sale
- Mental Health Voucher Program and student therapist

In addition to community events, the foundation enhances the quality of life for our citizens in many other ways. The foundation offers a legal avenue for individuals and organizations to collect funds through various charity means.

The MCF has:

- Helped secure a student therapist through Friends University.
- Entered the 3rd year of the Leadership Transformation Grant through the Kansas Leadership Center.
- assisted with marketing and support of many other activities in the community.

The MCF would like to request \$25,000 toward expenses for continuing to employ a part-time director in January 2026. This year, we will continue to work towards our goal of our strategic plan to become independently sustainable in the future (5-10 years). Our long-term goal is to train this director and utilize funds from donations and interest on deposits to cover the staffing and overhead expenses without needing funds from the city on a recurring or permanent basis.

This financial support could mean the continuation of this valuable Mulvane-focused charitable organization to enhance the quality of life and benefit our citizens.

We appreciate your consideration of this request.

Malissa Long
Executive Director
Mulvane Community Foundation

Motion to approve the Mulvane Community Foundation request for funds in the amount of \$25,000 for 2026.

MISSION STATEMENT:

As stewards of Mulvane, we honor our past, uplift our present, and build for the future. We believe in leading by example, fostering opportunity, and caring for our people, places, and culture. With intention and heart, we cultivate a community where creativity and tradition work together, and where everyone has a place to belong.

PROJECTS

Mental Health
Coalition

Leadership
Transformation
Grant

Getting Ahead

Kansas
Association of
Community
Foundations

DETAILS

Free Therapy offered though
Police Contact or though
student Therapist

Train locals on Kansas
Leadership Center principals to
work on adaptive problems

Giving those with Poverty
mindset tools to exist in a
Middle class world

Marketing Committe Team
Member

OUTCOME

- tool to assist community members in crisis
- Partnership though Friends University with UMC to provide free student therapist
- Open to entire community
- creates language for making progress on problems
- Year 3 of partnership
- cohort of up to 15 people
- 16 weeks of investigating
- discuss resurces needed to get out of poverty
- involved in a state wide RFP
- worked with marketing firm to develop new material
- Rolled out Marketing Campaign at Annual Conference

Mulvane,
KEEP 5% in KANSAS

LEAVE A *local* LEGACY

Serving our community with heart and
being stewards of Mulvane.



Mulvane
Community
Foundation

Balance Sheet

Mulvane Community Foundation

As of October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
Carson Checking - 8337	\$0.00
01 - Mulvane Community Foundation Balance	8,548.13
02 - Director's Budget Balance	1,824.69
03 - Mulvane WildActs Community Theater Balance	0.00
04 - Ballet In The Park Balance	0.00
05 - Pix Marquee Balance	0.00
06 - The Golden Egg Hunt Balance	0.00
07 - USD 263 Lunches	980.11
08 - Mulvane Mental Health Coalition	7,812.99
09 - Getting Ahead	6,888.96
10 - Doc Sunback	4,872.48
Total for Carson Checking - 8337	\$30,927.36
GiveButter	236.94
Total for Bank Accounts	\$31,164.30
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total for Accounts Receivable	\$0.00
Total for Current Assets	\$31,164.30
Total for Assets	\$31,164.30
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	0.00
Total for Accounts Payable	\$0.00
Credit Cards	
M. LONG (9604) - 1	4,120.51
Z. KIMBLE (9272) - 1	0.00
Total for Credit Cards	\$4,120.51
Other Current Liabilities	
Payroll & Benefits Liabilities	0.00
Sales Tax Payable	0.00
Total for Other Current Liabilities	\$0.00
Total for Current Liabilities	\$4,120.51
Total for Liabilities	\$4,120.51
Equity	
Retained Earnings	33,286.46
Net Income	-6,242.67
Total for Equity	\$27,043.79
Total for Liabilities and Equity	\$31,164.30

MCF Estimated Budget 2026

Income

Community General Fund Donations	\$15,000
Government Grants	\$25,000
Total Income	\$40,000

Expenses

Director Wages	\$22,300
Phone	\$900
Office	\$1,800
Office Supplies	\$500
Marketing	\$500
Direct Mail Campaign (USPS Calculator)	\$4,000
Annual Conference	\$800
Membership Fees	\$500
Post Office Box	\$100
Special Events	\$2,800
Miscellaneous	\$900
Lawyer	\$4,900
Total Expenses	\$40,000

Difference

Total Income	\$40,000
Total Expenses	\$40,000

City Council Meeting
December 1, 2025

TO: Mayor and City Council
FROM: City Attorney
RE: Subrecipient Grant Agreement (between City of Wichita – Transit Department)
ACTION: **Approve Agreement**

Background: In December 2023, the City entered into a Subaward Agreement with the City of Wichita (as the designated recipient for Federal Transit Administration Section 5310 funds within the Wichita Urbanized Area) that provided the City U.S. Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities (“EMSID”) grant funding for the purchase of a vehicle for senior and disability transportation services. Pursuant to this current Agreement, Wichita is awarding the City a cost-reimbursable subaward of a match of local funds up to \$40,000 to support eligible operating expenses and, if applicable, vehicle procurement and maintenance activities to continue these senior and disability transportation services. The City was selected for this subaward through the Wichita Area Metropolitan Planning Organization (WAMPO), reviewed by City of Wichita staff, and to be approved by the Wichita City Council.

City’s Responsibilities: The City’s major responsibilities under this Agreement focus on 1) providing the \$40,000 of local match related to this grant, and 2) compliance to grant’s requirements, which include: properly maintaining the FTA-funded vehicles, ensuring all preventative maintenance, repairs, documentation, and recordkeeping are completed for each van’s full useful life, and carrying out all eligible activities within the required grant period. As a cost-reimbursement award, the City may claim only reasonable and allowable expenses, must submit complete reimbursement documentation, including invoices, proof of payment, and a Duplication of Benefits Certification, and must obtain Wichita’s approval for any scope or budget changes. The City must maintain compliant financial-management systems; safeguard and inventory federally funded assets; obtain Wichita’s approval before disposing of property; and follow all procurement, reporting, audit, and monitoring requirements under 2 CFR Part 200 and FTA 5310 rules.

Financial Considerations: The grant does require the City to provide up to \$40,000 local funding match, as well as to commit staff resources to administer the grant, which carries typical federal oversight risk if compliance issues arise.

Legal Considerations: The primary legal considerations involve federal compliance risk, required oversight responsibilities, contractual protections, adherence to Kansas law, and ensuring that the City properly manages federally funded property and program requirements so the City does not incur federal liability.

Recommendation: City Administrator recommends approval of the Subrecipient Grant Agreement.

Sample Motion: **I move to approve the Subrecipient Grant Agreement Between The City of Wichita – Transit Department and City of Mulvane accepting the Section 5310 Enhanced Mobility of seniors and Individuals with Disabilities funding through the Federal Transit Administration for a federal award of \$40,000.**

SUBRECIPIENT GRANT AGREEMENT

Between

THE CITY OF WICHITA – TRANSIT DEPARTMENT

And

City of Mulvane

For

Section 5310: Enhanced Mobility of Seniors and Individuals with Disabilities

Funded through the

FEDERAL TRANSIT ADMINISTRATION

For a Federal Award of \$ 40,000

Performance Period: July 1, 2025 - June 30, 2027

Amount of federal funds obligated by this action: \$ 40,000

Total amount of federal funds obligated to this subrecipient: \$ 40,000

Total amount of the federal award committed to this subrecipient by the pass-through entity: \$ 40,000

Amount of local match related to this action: \$ 40,000

Total project budget related to this action: \$ 80,000

Raven Alexander, Mobility Relations & Grants Manager
Wichita Transit
455 N. Main St.
Wichita, Kansas 67202
Phone (316) 352-4868
ralexander@wichita.gov

Federal award date: April 11, 2025

Date agreement fully executed:

EXHIBIT A AGREEMENT

THIS AGREEMENT (hereinafter the “Agreement”) entered into this day of , , and dated to be effective July 1, 2025, by and between the City of Wichita, Kansas (hereinafter the “City”) and City of Mulvane, (hereinafter the “Subrecipient”), located at 211 N 2nd Ave, Mulvane, KS 67110-1500.

WITNESSETH THAT:

WHEREAS, The City and the Subrecipient both operate transportation services within the Wichita Urbanized Area (UZA) and are committed to improving mobility for seniors and individuals with disabilities; and

WHEREAS, pursuant to the Fixing America’s Surface Transportation (FAST) Act (“Act”), the City is the designated recipient in the Wichita UZA of U.S. Federal Transit Administration (hereinafter the “FTA”) Enhanced Mobility of Seniors and Individuals with Disabilities – Section 5310 funding (hereinafter “5310”), totaling \$1,355,859 and funded under Assistance Listings Number (ALN) 20.513 – Capital Assistance Program for Elderly Persons and Persons with Disabilities.

WHEREAS, under terms of the Grant No. KS 2025-003, dated April 11, 2025, specified in the 2025 FTA Master Agreement, (attached hereto as Exhibit C), the City hereby awards a cost-reimbursable subaward to City of Mulvane, Unique Entity Identifier SBLZPL7KMDE5.

WHEREAS, the cooperation of the City and the Subrecipient is essential for the successful local implementation of projects under the 5310 program; and

WHEREAS, Subrecipient was selected for recommendation for award by the Wichita Area Metropolitan Planning Organization (WAMPO), reviewed by staff of the City Manager’s Office, Transit and Law Departments, approved by the Wichita City Council; and

NOW, THEREFORE, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

I. SCOPE OF SERVICES

1. **Scope of Services:** Operating Expenses

More in-depth discussion of the scope of services will be detailed in **Exhibit D**. The services provided by Subrecipient pursuant to this Agreement are hereinafter collectively referred to as the “Project” and are defined in further detail in **Exhibit D**

The Subrecipient, assuming responsibility for the implementation of the actual operation of the Project herein specified, shall perform services in a satisfactory and proper manner as determined by the City and as outlined per **Exhibits D and E**.

If the scope of services includes executing the outright purchase of a vehicle to be entered into by the parties for vehicle(s) procured through this Grant and subaward, Subrecipient’s obligations for preventative maintenance, responsive repairs, and recordkeeping continue for the useful life of the vehicle. The City and Subrecipient shall each be solely responsible for the separate operation and management of their respective transportation systems.

2. **Revision of Scope:** The performance criteria, objectives and budget items in **Exhibits D** through **F** may be modified, revised or amended upon the joint written consent of the parties. The Subrecipient may request a budget revision, not to exceed the total award in this agreement, at any time throughout the duration of this

Agreement. However, prior to any purchases under the new budget, the City must approve the revision in writing and the revision must not substantially change the scope or outcomes of the Project. Approval may be in the form of a letter, a fax, or an email.

II. COMMENCEMENT AND COMPLETION

1. **Commencement and Time of Performance:** The services of the Subrecipient are to commence as soon as practicable on or after the date of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement through a period ending June 30, 2027. All expenditures associated with implementation of this project must be incurred by June 30, 2027, and submitted for reimbursement by July 15, 2027.
2. **Agreement Completion Date:** Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on , except that Subrecipient shall complete such close-out requirements no later than the date dictated by **Section III.9** below.
3. **After Completion Date:** The funding provided during the finite term of this subaward shall be used to ensure vehicle preventative maintenance and record keeping, extending throughout the useful life of the vehicle for the purposes of vehicle maintenance and repair. The vehicle use after final payment under this subaward will remain restricted to its intended use supported by the subaward record keeping obligations and maintenance agreements. Failure to do so will be deemed a breach of this subaward Agreement. The obligation to honor and fully perform those agreements shall survive the term of this subaward Agreement. Failure to meet this obligation will be considered in future competitive solicitation for subawards and program funds and may be enforced by setoff from future subawards or program funds and by any other means allowed by law.

III. COMPENSATION AND USE OF FUNDS

1. **Regulation for Use of Funds:** The use of funds received pursuant to this Agreement shall be in accordance with the requirements of 2 CFR Chapter I, 2 CFR Chapter II Part 200; other regulations governing the use of these funds; and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. ***It is the Subrecipient's responsibility to read, understand, and comply with these regulations.***
2. **Uniform Grant Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:** This Agreement provides information pursuant to the requirements set forth in 2 CFR 200.331. The City and Subrecipient hereby agree, in the performance of this Agreement, to comply with all applicable federal, state, and local laws, including specifically this Agreement and all Exhibits, and all requirements of the FTA 5310 Enhanced Mobility Program and 2 CFR Chapter I, Chapter II Part 200,: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as appropriate and applicable. 2 CFR Chapter I, Chapter II Part 200, et al. is commonly referred to as the Super Circular and replaced 49 CFR Parts 18 & 19, or the Common Grant Rule, which is referred to in the 5310 circular.
3. **Total Payments:** Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed 40,000. At the sole discretion of the City, any unexpended funds as of June 30, 2027 may be de-obligated from this Agreement and made available for other eligible projects, as determined appropriate by the City. As referenced in **Section II.1** above, all expenditures associated with implementation of this Project must be incurred or encumbered by June 30, 2027, and submitted for reimbursement by July 15, 2027, unless a written extension request is received and approved by the City.
4. **Vendor Registration:** The Subrecipient must complete the necessary paperwork to become a vendor of the City of Wichita before any payment can be made. This includes completing the City's vendor registration form(s), providing the Subrecipient's current W-9, and City staff verifying the Subrecipient's taxpayer ID with the IRS. The

address on the Vendor Registration form must agree to the address on the invoice requesting reimbursement. If there are any changes, a new Vendor Registration form must be completed.

1. **Reimbursement Requests:** This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs of this Project, as described in **Exhibits D** through **F**, and for which the Subrecipient has made payment during the period of performance as set forth in **Section II.1** above.

The City agrees to reimburse the Subrecipient for such costs, and payment shall be made upon the receipt of a request for reimbursement form, using the template provided in **Exhibit F**, so long as the Subrecipient is current on all performance and financial reporting and has provided the necessary response and/or support for any other request, if any, that has been made by the City of Wichita in regards to this Agreement. The City will reimburse all approved reimbursement requests within 30 days of the request, unless the entity has qualified as a small business vendor of the City. The request must include all the necessary documentation and any questions must be sufficiently answered as determined by the City of Wichita.

All requests for reimbursement must be further accompanied by an invoice which identifies the address to which the payment should be remitted and supporting documentation substantiating the payment of the eligible expenses being requested for reimbursement. Such supporting documentation shall include, but is not limited to, an agency payment voucher; a copy of the signed check with which the payment was made; any invoices, receipts and/or bills from vendors; and any relevant time sheets and related payroll reports. The Subrecipient shall also submit the Duplication of Benefits Certification, which is included as part of **Exhibit F**, as required by **Section III.6** below. The City reserves the right to request further supporting documentation as necessary to ensure compliance with its implementing regulations and 2 CFR Part 200.

2. **Double Reimbursement:** The Subrecipient must not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue. A Duplication of Benefits (hereinafter "DOB") occurs when any subrecipient receives funding assistance from multiple sources of funding for the same expenses. Federal law prohibits agencies administering federal funds from providing assistance to any person, business concern, or other entity for any part of such loss as to which they have received financial assistance under any other program or from insurance or any other source. If the City determines that a DOB has occurred, the funds that are in excess of the need and duplicated by other assistance received by the beneficiary for the same purpose must be recaptured. The Duplication of Benefits Certification is included as part of the Request for Reimbursement form, **Exhibit F**.
3. **Restriction on Disbursements:** Funds shall not be disbursed to Subrecipient except pursuant to the conditions of this Agreement. Disbursements may be suspended or terminated under this Agreement upon refusal to accept any additional conditions that may be imposed by the City at any time or if the funds granted to the City of Wichita are suspended or terminated.
4. **Withholding Payments:** All payments to the Subrecipient are subject to the Subrecipient's compliance with this Agreement. Any breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve the Agreement non-compliance.
5. **Close-out Reimbursement:** Close-out requests for reimbursement must be submitted by July 15, 2027. If not submitted, the unexpended funds under this Agreement shall revert to the City of Wichita unless the agreement is amended or extended upon mutual agreement of the parties.
6. **Compliance with applicable laws:** The Subrecipient must comply with all other applicable Federal statutes, regulations, and Executive orders, and the Subrecipient shall provide for compliance with any implementing regulations, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds, pursuant to 2 CFR Part 200.

IV. USE AND DISPOSITION OF PROPERTY

1. **Disposition of Expendable/Non-Expendable Real and Personal Property:** The Subrecipient agrees to follow [2 CFR § 200.311 through 200.315](#) in regards to all real and personal property purchased in whole or in part with funds pursuant to this Agreement. These sections of [2 CFR Part 200, Subpart D](#) govern the title, use, management, and disposition of real and personal property, which includes but is not limited to the following.
 - a. **Management requirements:** The Subrecipient must have procedures in place for managing real property and equipment, whether acquired as a whole or in part under a Federal award, until disposition takes place. These procedures, at a minimum, must meet the following requirements:
 - i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property;
 - ii. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years;
 - iii. A control system must be in place to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated;
 - iv. Adequate maintenance procedures must be in place to keep the property in good condition; and
 - v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be in place to ensure the highest possible return.
 - b. **Disposition:** Barring any changes in regulations for 5310 funds by the FTA, the Subrecipient must obtain written authorization from the City before disposing of an item of real or personal property with an original cost exceeding \$5,000 (City's threshold) that was purchased with funds disbursed under this Agreement. All proceeds from the sale of real or personal property purchased with any funds disbursed under this Agreement must be returned to the City within 30 days of the receipt and must include a notation of what grant the funds were received under. The Subrecipient agrees the City may file the appropriate legal instrument(s) necessary to protect the City's financial interest and that the City has not waived any rights pertaining to property purchased with funds under this Agreement. The City will then be responsible for returning the funds to the appropriate Federal agency or using them for a purpose in accordance with Federal regulations.

V. ASSIGNMENTS

1. **Assignability:** Neither the City nor the Subrecipient shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.
2. **Subcontracting/Third Party Contracts:** The Subrecipient agrees to furnish the City with a copy of any and all third-party contracts that it executes in the performance of the work to be undertaken within the scope of this Agreement.

The Subrecipient agrees to incorporate or cause to be incorporated in all third-party contracts or subcontracts funded under the 5310 program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third-party contract that is not in accordance with the outlined budget in this Agreement will be subject to the advance,

written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Subrecipient.

VI. AUDITS AND INSPECTIONS

1. **Audits and Inspections:** The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Controller of the City of Wichita. Subrecipient personnel will make available to City staff and any other auditor authorized by the City, all program and accounting records and financial statements needed to meet the requirements of [2 CFR § 200.300 through 200.309](#) and [Subpart F](#). If any portion of the funds approved by this Agreement is subcontracted to other organizations for the delivery of objectives and criteria, the Subrecipient will ensure that the fiscal and performance records of the subcontractor will be available for inspection by Controller Office personnel or duly authorized auditors; by including appropriate clauses in all its subcontracts.

Subrecipients that expend \$1,000,000 or more during the Subrecipient's fiscal year in Federal awards, including funds disbursed under this agreement, must have a single audit conducted for that year in accordance with the provisions of [2 CFR Part 200, Subpart F](#). Single audit requirements will remain in effect until all sub-award funds are expended and audited. Subrecipient shall also provide notice of the completion of required audits and any adverse findings, which impact this Subaward as required by [2 CFR parts 200.501 – 200.521](#).

Any Subrecipient receiving less than \$1,000,000 in Federal funding shall not be required by the City to undergo an annual independent single audit of the expenditures under this Agreement; however, records must be available for review or audit by the appropriate officials of the Federal agency, pass-through entity, and the Government Accountability Office. Furthermore, no expenditures with respect to any such audit undertaken by the Subrecipient of its own initiative shall be chargeable to the funds under this Agreement. All audit reports are to be completed within six months of the Subrecipient's fiscal year end, and the completed audit report must be submitted to the City within 60 days of issuance. Before the due date, the Subrecipient should submit to the City either (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to the Subrecipient to approve or disapprove the request.

VII. SUBRECIPIENT RESPONSIBILITIES

1. **Compliance with Laws:** All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments. Further, the Subrecipient agrees to perform services pursuant to the provisions of this Agreement and Federal and City regulations, rules and policies and special assurances included therein. The Subrecipient further agrees to comply with the requirements of [2 CFR Part 200](#) and other regulations governing the use of funds disbursed under this Agreement, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.
2. **Non-Municipal Personnel and Services:** All services required herein will be performed by the Subrecipient under the direction of its Board of Directors or other governing body. Any services outside the Scope of Services which the Subrecipient deems necessary to assign to a subcontractor must first have written approval from the City.

VIII. DOCUMENTATION AND RECORD KEEPING

1. **Establishment and Maintenance of Records:** The Subrecipient shall establish and maintain records as prescribed by the FTA and/or the City, with respect to all matters covered by this Agreement.

2. **Record Requirements:** The Subrecipient shall maintain all records required by the Federal regulations specified in [2 CFR Part 200, Subpart D](#), and that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
- a. Records providing a full description of each activity undertaken;
 - b. Records required to determine the eligibility of activities;
 - c. Records which demonstrate compliance with the requirements in [2 CFR § 200.311](#) regarding any change of use of real property acquired or improved with Federal assistance;
 - d. Financial records that document all transactions and that can be properly documented and audited;
 - e. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents;
 - f. Copies of all third party or subcontracts; and
 - g. Detailed records on the Subrecipient's organization, financial and administrative systems, and the specific 5310-funded project(s) or activities.

Please note that the above descriptions are brief and provide only a summary of the records the Subrecipient is required to maintain. The Subrecipient must consult [2 CFR Part 200, Subpart D](#) for a detailed description of the required records.

3. **Retention of and Access to Records:** In accordance with [2 CFR § 200.334 through 200.338](#), the Subrecipient must retain all financial records, supporting documents, statistical records, and all other records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by FTA for a period of three years from the date of submission of the final financial report to the City of Wichita. Records for real property and equipment acquired with funds under this Agreement shall be retained for three years after final disposition. If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

The Subrecipient agrees that the City, FTA, Inspectors General, and the Comptroller General of the United States, or any of their authorized representatives has access to and the right to examine all documents, papers, or other records which are pertinent to this Agreement, in order to make examinations, excerpts and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The City reserves the right, on demand and without notice, to review all the Subrecipient's files associated with this Agreement. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient; therefore, it is the Subrecipient's responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or the FTA to ensure compliance with this Agreement and with all local, state, and Federal regulations.

4. **Documentation of Costs:** All costs must be supported by proper documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
5. **Inventory Management:** Regardless of whether equipment is acquired in part or its entirety under the Federal award, the subrecipient must manage equipment (including replacement equipment) in accordance with [2 CFR 200.313](#) including conducting a physical inventory of the property and reconciling the results with property records at least once every two years

IX. PROCUREMENT

1. **Procurement Methods:** The Subrecipient must have and use documented procurement procedures, consistent with Federal, State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. Additionally, the Subrecipient's documented procurement procedures must conform to the procurement standards identified in [2 CFR § 200.318 through 200.327](#), including but not limited to the following. If the Subrecipient does not have documented procurement procedures, they must follow the City's procurement policy.
 - a. Maintaining a code or standard of conduct governing the performance of the Subrecipient's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
 - b. All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards in [2 CFR § 200.319](#) through [200.320](#). No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchases as defined in [2 CFR § 200.320](#) and [48 CFR Part 2, Subpart 2.1](#).
 - c. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.
 - d. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
 - e. The Subrecipient agrees to purchase services, goods and materials on an "as needed basis" and at the "lowest price obtainable".
 - f. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will also be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

X. SUBRECIPIENT - CONTRACT PROVISIONS

1. **Contract Provisions for Non-Federal Entities Under Federal Awards:** The Subrecipient must also make sure that any contracts related to the Project in this Agreement must contain the following provisions:
 - a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
 - c. **Equal Employment Opportunity:** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR Part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- d. Davis-Bacon Act: The Davis-Bacon Act ([40 U.S.C. 3141-3148](#)) requires that each contract over \$2,000 to which the United States is a party for the construction, alteration, or repair of public buildings or public works (these activities include, but are not limited to, painting, decorating, altering, remodeling, installing pieces fabricated off-site, and furnishing supplies or equipment for a work-site) must contain a clause setting forth the minimum wages to be paid to laborers and mechanics employed under the contract. Under the provisions of DBRA, contractors or their subcontractors must pay workers who qualify under DBRA no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

Information about laborers and projects that fall under DBRA can be found in the U.S. Department of Labor's Compliance Guide at <https://www.dol.gov/agencies/whd/government-contracts/construction/guidance>. DBRA wage determinations are to be used in accordance with the provisions of Regulations, [29 CFR Part 1, Part 3, and Part 5](#), and with DOL's Compliance Guide. The provisions of DBRA apply within the 50 states, territories, protectorates, and Native American nations (if the labor is completed by non-tribal laborers).
- e. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)): Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- g. Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended: Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see [2 CFR § 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR Part 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- j. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Contract must comply with [2 CFR § 200.216](#).
- k. Domestic Preferences for Procurements: Contract must comply with [2 CFR § 200.322](#). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purpose of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- l. Procurement of Recovered Materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XI. PERFORMANCE AND FINANCIAL REPORTING

1. **Performance and Financial Monitoring and Reporting**: The Subrecipient must comply with [2 CFR § 200.328 through 200.330](#), and all performance and financial monitoring and reporting requirements outlined in this agreement.

The Subrecipient is required to submit the performance and financial reports as specified and in accordance with the reporting schedule in **Exhibit E**. The Subrecipient is also required to provide other information and data, as deemed necessary by the City, to meet its reporting requirements to the FTA. Any delinquent or incomplete performance and/or financial reports must be received before the City can honor any reimbursement requests for funds. As stated in **Section XIII.2**, sanctions will be imposed upon the Subrecipient for failure to satisfy report due dates. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance.

With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement to satisfy compliance with any requirement of this Agreement.

The City will be responsible for scheduling an annual meeting with Subrecipient for review and planning.

XII. PROGRAM MONITORING

1. **General:** City staff will evaluate progress based on the objectives, criteria, work schedule and budget in **Exhibits D through F**, to determine if it is consistent with the initial purpose of the project and in compliance with the FTA and its implementing regulations. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel or an auditor as designated by the City to oversee compliance monitoring (hereinafter the "Auditor"). This includes, but is not limited to, performance records and interviews with the Subrecipient staff, as required by the City.

City personnel or the designated Auditor will also make field inspections at the office/job site(s), as necessary, including but not limited to the following:

- a. The Subrecipient fails to take recommended corrective action;
 - b. Projects are at high risk of error for activities that serve large number of people;
 - c. Projects are at high risk based on the amount of funds involved.
2. **Financial Monitoring:** City staff shall monitor, review, and evaluate the financial procedures of the Subrecipient through documents and financial reports submitted to the City and on-site monitoring in accordance with **Exhibit E**. The Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to the Subrecipient, the City may schedule on-site visits as authorized in **Section XI.1** above.
 3. **Programmatic Monitoring:** City staff shall monitor, review, and evaluate the Subrecipient. Performance reports will be reviewed and evaluated in accordance with **Exhibit E**. With reasonable notice being given to the Subrecipient, the City may schedule on-site visits as authorized in **Section XI.1** above. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

The Subrecipient shall at any time and as often as the City or the FTA may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.
 4. **Projects Involving Construction or Renovation:** As applicable, for all projects requiring building construction or renovation, the construction/renovation must comply with the City building code and all zoning regulations. Additionally, for construction/renovation projects, including façade improvements, a City official will complete a site inspection prior to reimbursements to ensure that materials for which a reimbursement is requested are in place on the building. Reimbursements for construction/building materials and façade improvements will only be made once the materials are in place.
 5. **Monitoring Letters and Reports:** Written reports of the City's monitoring findings will be provided to the Subrecipient within 30 days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.
 6. **Subrecipient Response:** The Subrecipient shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

XIII. TERMINATION, SANCTIONS AND CLOSEOUTS

1. **Termination:** In the event that the Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with [2 CFR § 200.339 through 200.343](#). The City may also terminate this Agreement for convenience.

Furthermore, funding to be made available by the City under this Agreement has been approved by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

In the event of termination of this Agreement by the City, when termination is due to Subrecipient noncompliance as set forth above, the Subrecipient shall forfeit to the City all unexpended monies provided under the Agreement. At the City's discretion, the Subrecipient may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

2. **Imposition of Sanctions:** The City reserves the right to impose sanctions on the Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of the grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Subrecipient to return funds already received, or barring the Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the City complies with requirements of **Section XIII.1** and the Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.
3. **Closeout:** The Subrecipient's obligation to the City shall not end until all closeout requirements are completed in accordance with [2 CFR § 200.344](#). Activities during the close-out period shall include, but are not limited to, submitting final reimbursement requests and final activity/progress reports to the City, accounting for any real or personal property acquired with federal funds (useful lives may exceed the period of performance), and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Subrecipient.
4. **Post-Closeout Adjustments and Continuing Responsibilities:** The Subrecipient acknowledges the provisions of [2 CFR § 200.345](#) in regards to post-closeout adjustments and continuing responsibilities in relation to the FTA and the City of Wichita.

XIV. TAXES

1. **Payment of Taxes:** Unless specifically authorized by the terms of the grant award as an allowable cost or otherwise determined by the City and FTA as an allowable cost under 2 CFR Part 200, the City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Subrecipient, and all such taxes shall be paid by Subrecipient. Should the City nevertheless pay any such taxes for which it is not responsible, nor deemed an allowable reimbursable cost under the grant award, the Subrecipient shall immediately reimburse the City.

XV. LAWS, REGULATIONS AND SPECIAL CONDITIONS

1. The information in this Agreement is included for the convenience of the Subrecipient and to inform the Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of funds makes them subject. ***For the actual regulatory or statutory requirements, the Subrecipient should consult the actual laws, regulations, and documents referenced in this Agreement.***
2. **Debarment and Suspension**: In accordance with [2 CFR § 180.220](#), the Subrecipient shall not employ or otherwise engage any debarred, suspended, or ineligible contractors or subcontractors to conduct any activities under this Agreement. The Subrecipient will consult appropriate references, including but not limited to the Excluded Parties Listing System website at <https://sam.gov/>, to ascertain the status of any third parties prior to engaging their services. The Subrecipient will submit to the City the names of contractors and subcontractors selected under this Agreement, including a certification by the Subrecipient that it has determined that none of these entities are presently debarred, suspended, or ineligible.
3. **Building and Zoning Regulations and Permits**: The Subrecipient agrees to comply with Federal, State and local laws. In particular, the Subrecipient shall comply with all applicable building and zoning regulations. In addition, the Subrecipient shall obtain all necessary permits for intended improvements or building activities.
4. **Section 504 - Persons with Disabilities**: The Subrecipient, in the implementation of projects funded by this Agreement and in all of its other operations, will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 ([29 USC 794](#)) (and the implementing regulations at [24 CFR Part 8](#)), the Americans with Disabilities Act of 1990 ([PL 101-336](#)), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Subrecipient.
5. **Discrimination Prohibited**: No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. For purposes of this section, "project or activity" is defined as any function conducted by an identifiable administrative unit of the Subrecipient receiving funds pursuant to this contract.

The Subrecipient further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" as provided in **Exhibit B**.
6. **Nepotism**: No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient. For the purposes of this section: "immediate family" includes wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild and "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the project.
7. **Conflict of Interest**: The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, in accordance with [2 CFR § 200.318\(c\)](#), no employee, officer, or agent of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the project assisted under this Agreement.

8. Political Activity Prohibited:

- a. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.
- b. The funds provided under this contract shall not be engaged in any way in contravention of [Chapter 15 of Title 5, U.S Code \(USC\)](#).

9. Lobbying Prohibited: None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas. The Subrecipient shall assure compliance with the regulations at [2 CFR § 200.450](#) by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

The Subrecipient certifies to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

XVI. MISCELLANEOUS CLAUSES AND NOTICES

1. **Terms Herein Controlling Provisions:** The terms of this Agreement shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. 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. **Disclaimer of Liability:** City shall not hold harmless or indemnify Subrecipient beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
4. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
5. **Arbitration, Damages, Jury Trial and Warranties:** The Subrecipient and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void. The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency and expressly denies such acceptance for this Agreement.

The City never consents to a jury trial to resolve any disputes that may arise hereunder and expressly denies such consent for this Agreement. Subrecipient waives its right to a jury trial to resolve any disputes that may arise hereunder.

No provision of any document within the Agreement between the Parties 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.

6. **Insurance:** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City 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.*), Subrecipient shall bear the risk of any loss or damage to any personal property to which Subrecipient holds title.
7. **Findings Confidential:** Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Subrecipient under this Agreement are confidential. The Subrecipient agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.
- Subrecipient may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Subrecipient must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Subrecipient shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. 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. Subrecipient must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Subrecipient. Upon the termination or expiration of this Agreement, Subrecipient shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
8. **Dissemination of Information:** The Subrecipient, at such times and in such forms as the FTA and/or the City may require, shall furnish to the FTA and/or the City, such statements, records, reports, data and information the FTA and/or the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Subrecipient under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in the Kansas Open Records Act (K.S.A. 42-215 *et seq.*).
9. **Cash Basis and Budget Laws.** The right of the City 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 City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City 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.
10. **Identification of Documents and Projects:** All projects, reports, maps, news releases and/or other documents undertaken as part of this Agreement, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Wichita", then name of the Subrecipient, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: "The funding of this project, report, map, document, etc., was financed (in whole or in part) through a grant of 5310 funds from the FTA and the City of Wichita."
11. **Training Required:** It shall be the responsibility of the Subrecipient to participate in all appropriate training conducted by the FTA or as required by the City.
12. **Copyrights:** If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to FTA regulations. The FTA and the City reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.

13. **Patents:** Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to the FTA and the City for determination by the FTA and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to the FTA regulations.
14. **Anti-Trust Litigation:** For good cause, and as consideration for executing this contract, the Subrecipient, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Subrecipient pursuant to this contract.
15. **Compliance with Law.** Subrecipient 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.
16. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Subrecipient and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
17. **Independent Contractor:** The parties agree that the relationship between the Subrecipient and the City shall be that of an independent contractor. No employee or agent of the Subrecipient shall be considered an employee of the City and this Agreement in no manner shall be construed to be that of a partnership between the parties. Given this independent contractor relationship, the parties further agree:
- a. Subrecipient is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractors may only receive such coverage if provided by Subrecipient or an entity other than City. Subject to the foregoing, Subrecipient hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Subrecipient's operations or the performance of services by Subrecipient hereunder.
 - b. The parties hereby acknowledge and agree that City will not: (a) require Subrecipient to work exclusively for City; (b) establish means or methods of work for Subrecipient, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes; (c) pay to Subrecipient a salary or hourly rate, but rather will pay to Subrecipient a fixed or contract rate; (d) provide training for Subrecipient on performance of the services to be done; City may provide informational briefing on known conditions; (e) provide tools or benefits to Subrecipient (materials and equipment may be supplied if negotiated); (f) dictate the time of Subrecipient's performance; and (g) pay Subrecipient personally; instead, City will make all checks payable to the trade or business name under which Subrecipient does business.
 - c. Subrecipient does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
 - d. If applicable, unless given express written consent by City, Subrecipient agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the Project site.
 - e. If applicable, if Subrecipient is given written permission to have other parties on the site, and Subrecipient engages any other party which may be deemed to be an employee of Subrecipient, Subrecipient will be required to provide the appropriate workers' compensation insurance coverage as required by operation of law or other agreement.

- f. Subrecipient has and hereby retains control of and supervision over the performance of Subrecipient's obligations hereunder. Subrecipient agrees to retain control over any allowed parties employed or contracted by Subrecipient 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 Subrecipient.
- g. Subrecipient represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.
- h. All services are to be performed solely at the risk of Subrecipient and Subrecipient shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.
- i. Subrecipient will not combine its business operations in any way with City's business operations, and each party shall maintain their operations as separate and distinct.

XVII. EXHIBITS

All Exhibits, as listed below and referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A – Agreement

Exhibit B – Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements

Exhibit C – 2025 FTA Master Agreement

Exhibit D – Subrecipient Information, Project Scope and Timeline

Exhibit E – Method of Payment and Reporting Measures

Exhibit F – Reimbursement Request Form

Exhibit G – Federal Transit Administration Fiscal Year 2025 Certifications and Assurances and Affirmation of Applicant

Exhibit H – Certification Regarding Lobbying

Exhibit I – Additional Certifications

XVIII. AUTHORIZATION TO ENTER INTO CONTRACT

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient and to bind the Subrecipient to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

SUBRECIPIENT

Brent Allen, Mayor

Date

CITY OF WICHITA

Lily Wu, Mayor

Date

ATTEST:

Shinita Rice, City Clerk

Date

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and
Director of Law

Date

EXHIBIT B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended:** The Equal Employment Opportunity Act of 1972; Applicable Anti-Discrimination Presidential Executive Orders; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:**
1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry.
 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission".
 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:**
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination – Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to their age, color, disability, familial status, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Nondiscrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier;
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit C

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by
the Infrastructure Investment and Jobs Act of 2021 (IIJA), the Fixing America's Surface
Transportation (FAST) Act, the Moving Ahead for Progress in the 21st Century Act
(MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy
for Users (SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008, or other
federal laws that FTA administers.**

**FTA MA(33)
April 25, 2025**

<http://www.transit.dot.gov>

PART D
SUBRECIPIENT AWARD INFORMATION, TIMELINE, AND PROJECT SCOPE

I. SUBRECIPIENT INFORMATION

Subrecipient Name: City of Mulvane SAM UEI: SBLZPL7KMDE5
(must match name associate with UEI)

Address: 211 N 2nd Ave City, St, Zip: Mulvane, KS 67110-1500

Contact Person: Kaylie Mistretta Contact Email: mulvaneseniorcenter@gmail.com Contact Phone: 316-777-4813

II. AWARD INFORMATION

FAIN: KS-2025-003 Federal Award Date: 4/11/2025

Assistance Listings Title: Mobility of Seniors and Individuals with Disabilities Formula Assistance Listings Number (ALN): 20.513

Subaward Period of Performance Subaward Budget Period

Start Date: 7/1/2025 End Date: 6/30/2027 Start Date: 7/1/2025 End Date: 6/30/2027

Pre-Award Authority: **Yes X** No Award Covers Expenses Beginning: 7/1/2025

Total Amount of Federal Funds Obligated in Subaward: \$ 40,000

Total Amount of Federal Funds Obligated to Subrecipient by COW: \$ 40,000

Total Amount of Federal Award Committed to Subrecipient by COW: \$ 40,000

Total Amount of Required Match by Subrecipient: \$ 40,000

Federally negotiated indirect cost rate or de minimis rate included in Grant total: 0.00%

Federal award project description as required by the Federal Funding Accountability and Transparency Act (FFATA):

Operating Assistance

III. MISC INFORMATION

Federal Agency: Federal Transit Administration Pass-Through Entity: City of Wichita-Wichita Transit

Pass-Through Entity Contact Info: Raven Alexander - 316-352-4868 - RAlexander@Wichita.gov - 455 N Main, Wichita, KS 67202

Is this Federal award for research and development? Yes **No X**

IV. PROJECT SCOPE

Allocations are as follows:

- a. Operating : \$150,000 [\$75,000 federal; \$75,000 local match (50%/50%)]

PART D
SUBRECIPIENT AWARD INFORMATION, TIMELINE, AND PROJECT SCOPE

I. SUBRECIPIENT INFORMATION

Subrecipient Name: City of Mulvane SAM UEI: SBLZPL7KMDE5
(must match name associate with UEI)

Address: 211 N 2nd Ave City, St, Zip: Mulvane, KS 67110-1500

Contact Person: Kaylie Mistretta Contact Email: mulvaneseniorcenter@gmail.com Contact Phone: 316-777-4813

II. AWARD INFORMATION

FAIN: KS-2025-003 Federal Award Date: 4/11/2025

Assistance Listings Title: Mobility of Seniors and Individuals with Disabilities Formula Assistance Listings Number (ALN): 20.513

Subaward Period of Performance Subaward Budget Period

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Total Amount of Federal Funds Obligated in Subaward: \$ 40,000

Total Amount of Federal Funds Obligated to Subrecipient by COW: \$ 40,000

Total Amount of Federal Award Committed to Subrecipient by COW: \$ 40,000

Total Amount of Required Match by Subrecipient: \$ 40,000

Federally negotiated indirect cost rate or de minimis rate included in Grant total: 0.00%

Federal award project description as required by the Federal Funding Accountability and Transparency Act (FFATA):

Operating Assistance

III. MISC INFORMATION

Federal Agency: Federal Transit Administration Pass-Through Entity: City of Wichita-Wichita Transit

Pass-Through Entity Contact Info: Raven Alexander - 316-352-4868 - RAlexander@Wichita.gov - 455 N Main, Wichita, KS 67202

Is this Federal award for research and development? Yes **No X**

IV. PROJECT SCOPE

Allocations are as follows:

- a. Operating : \$80,000 [\$40,000 federal; \$40,000 local match (50%/50%)]

PART D
SUBRECIPIENT AWARD INFORMATION, TIMELINE, AND PROJECT SCOPE

REIMBURSEMENT REQUEST FORM

To be furnished, completed, & submitted via excel template provided upon execution of this Agreement. Reimbursement requests are on a quarterly basis and due by the 15th day following the quarter being requested.

City of Wichita FTA Section 5310 Grant Basic Information					
Subrecipient:		Address:		City, St, Zip:	
Contact Name:		Email:		Phone No:	
SAM UEI:		Grant /ALN:		Federal %:	Match %:
Fed Amt:		Match Amt:		Total:	-

Summary					
Request #:	Exp Qtr:	Exp Year:	Request Amt	Match Amt:	Total:
					-

Period Expenditures					
Payroll	-				
Benefits	-				
Contractuals	-				
Commodities	-				
Capital Outlay	-				
Total:	-				
		Total Expenditures this Period:	-	Total Federal Award:	-
		Subrecipient Match Amount:	-	Previous Reimbursement Requests:	-
		Federal Amount:	-	Award Remaining before Request:	-
			-	Current Reimbursement Request:	-
				Remaining Fed Amt after Request:	-

	Budgeted	Year 1				Year 2				Year 3				Total	Remaining
	Federal Amt	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
Payroll	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contractuals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commodities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Ridership & Operations (this quarter only)			Odometer		Total Miles Driven	Revenue Miles	<i>Disabled</i> = A mental or physical impairment or temporary or permanent disability that limits mobility for using personal transportation; General Public = Riders which do not fall under Elderly or Disabled; <i>Project Income</i> = Gross project income received that was directly generated by grant support activity, earned only as a result of the grant agreement during the project period.
No. of trips provided:	#	Vin (last 4)	Begin	End			
Elderly (60 & over)					-		
Disabled					-		
General Public					-		
Total	-	Contracted PT			-		
Of above, # of non-ambulatory (wheelchair):					-		
Vehicle Condition:							
Project Income:							

Any provider who charges a program fee which includes transportation fees must report those transportation fees as project income.

Include documentation of maintenance performed in accordance with an FTA section 5310-compliant vehicle maintenance plan approved by Wichita Transit.

GRANTEE CERTIFICATION (signed by an official authorized to legally bind the organization as required by 2 CFR 200.415(a))

The undersigned, on behalf of and as a duly authorized agent and representative of the Subrecipient, certifies and represents that all information contained in and enclosed with the reimbursement request is true to the best of his or her knowledge and acknowledges that the City of Wichita has relied on such information to award Section 5310 funding. The Subrecipient also certifies that they have not received assistance or reimbursement from any other sources of funding for the specific expenses included in this reimbursement request.

By signing this report, I certify that to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Signature & Title _____ Printed Name _____ Date _____

Exhibit G
Federal Transit Administration Fiscal Year 2025 Certifications and Assurances
and Affirmation of Applicant

The 2025 Certifications and Assurances are on file for review at Wichita Transit, 777 E. Waterman, Wichita, Kansas, and are available on the Internet, on the FTA website: [FY2025 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements | FTA \(dot.gov\)](#)

The Affirmation of Applicant included in this Exhibit indicates the applicable provisions WICHITA with which WICHITA agrees to comply.

EXHIBIT H

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

EXHIBIT I

CITY OF WICHITA – WICHITA TRANSIT

Enhanced Mobility of Seniors and Individuals with Disabilities (§5310)
Subrecipient Agreement

FINANCIAL CERTIFICATION OF MATCHING FUNDS

This is to ensure sufficient funds are available to pay the non-federal share of project expenditures for the following project to be under the provisions of the Moving Ahead for Progress in the 21st Century Act (MAP-21), as amended and the Fixing America's Surface Transportation Act (FAST Act). Only one certification per sponsoring agency is necessary.

Project Title:

Non-Federal Amount:

Sponsoring Agency:

Chief Elected Official (or Chief Executive Officer):

Name (print):

Signature:

Date:

Chief Financial Officer:

Name (print):

Signature:

Date:

DUNS Number:

Central Contractor Registry
(CCR) Expiration Date:

CITY OF WICHITA – WICHITA TRANSIT

Enhanced Mobility of Seniors and Individuals with Disabilities (§5310)
Subrecipient Agreement

CERTIFICATION FOR CIVIL RIGHTS COMPLAINT STATUS

THIS IS TO CERTIFY THAT _____
(Subrecipient)

_____ I hereby certify that our organization **DOES NOT** have any pending Title VI (Civil Rights) lawsuits or complaints of discrimination filed against its transit program.

_____ I hereby certify that our organization **DOES** have (provide number) pending Title VI (Civil Rights) lawsuits or complaints of discrimination filed against its transit program.

Describe any lawsuits or complaints that have been received or acted on in the last year based on Title VI of the Civil Rights Act or other relevant civil rights requirements; and sub-recipient must provide a status of lawsuits or an explanation of how complaints were resolved including corrective actions taken.

To comply with the Civil Rights Act of 1964, Title VI, the Americans with Disabilities Act of 1990, Title II, and the Vocational Rehabilitation Act of 1973, Section 504, we do not discriminate on the basis of disability, race, color, national origin, or sex.

Subrecipient's Authorized Representative:

Signature _____ Date: _____

Print Name _____

CITY OF WICHITA – WICHITA TRANSIT

**Enhanced Mobility of Seniors and Individuals with
Disabilities Program (§ 5310)**

CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY (EEO)

THIS IS TO CERTIFY THAT _____
(Name of Subrecipient)

_____ **IS REQUIRED** to comply with the Equal Employment Opportunity (EEO) Program Requirements of this AGREEMENT because our agency meets the following criteria as defined in FTA C 4704.1:

- Employs 100 or more transit-related employees*, and
- Receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year;
or
- Receives planning assistance in excess of \$250,000

A copy of our Equal Employment Opportunity Program is available for review by the City of Wichita or Federal Transit Administration (FTA) upon request.

_____ **IS NOT REQUIRED** to comply with the Equal Employment Opportunity (EEO) Program Requirements of this AGREEMENT because the agency falls below the above listed criteria.

Subrecipient's Authorized Representative:

Signature _____ Date _____

Printed Name _____ Title _____

** A transit-related employee is an employee of an FTA applicant, recipient or subrecipient who is involved in any aspect of an agency's mass transit operation funded by FTA.*

CITY OF WICHITA – WICHITA TRANSIT

Organization: _____ Fiscal Year End: ____/____/____

Award #(s): _____

____ We **have exceeded** the federal expenditure threshold of \$1,000,000. We will have our audit as required under 2 CFR 200 (previously referred to as OMB A-133) completed and will submit a copy of the reporting package as defined in 2 CFR 200 to the audit clearinghouse via the following link:

<https://harvester.census.gov/facweb/>

____ We **did not exceed** the \$1,000,000 federal expenditure threshold required for a 2 CFR 200 audit to be performed this fiscal year. (Fill out schedule below)

SECTION I - This section must be filled out by subrecipients NOT required to have A-133 audit as applicable:

<u>Federal Grantor</u>	<u>Pass-through Grantor</u>	<u>Program Name & CFDA Number</u>	<u>Award Number</u>	<u>Expenditures</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Federal Expenditures for this Fiscal Year				\$ _____

SECTION II - This section must be completed by ALL subrecipients

_____ Authorized Signature	_____ Printed Name	
_____ Title	_____ Date	
_____ Mailing Address:	_____ City, State	_____ Zip Code
_____ Email Address:	_____ Phone Number	_____ Fax Number

Completed forms must be submitted annually, within 45 days after the end of your organization's fiscal year, to:

Wichita Transit
FTA 5310 Subrecipient Monitoring
777 E. Waterman
Wichita, KS 67202

CITY OF WICHITA – WICHITA TRANSIT

CERTIFICATION AND ASSURANCE

FTA DRUG AND ALCOHOL TESTING REGULATIONS

ALCOHOL MISUSE AND PROHIBITED DRUG USE

Note: Recipients that receive only Section 5310 program assistance are not subject to Federal Transit Administration's (FTA) drug and alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold commercial driver's licenses (49 CFR Part 382).

Section 5310 recipients and subrecipients that also receive funding under one of the covered FTA programs (Section 5307, 5309, or 5311) should include any employees funded under Section 5310 projects in their testing program.

SECTION I

THIS IS TO CERTIFY THAT _____
(Name of Subrecipient)

_____ **IS NOT REQUIRED** to comply with the FTA Drug and Alcohol Testing Regulations because our agency **only** receives Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funds and is thereby not subject to FTA's drug and alcohol testing rules.

_____ **IS REQUIRED** to comply with the FTA Drug and Alcohol Testing Regulations.

If your agency is subject to the FTA Drug and Alcohol Testing Regulations, please complete Section II and return to Wichita Transit.

Subrecipient's Authorized Representative:

Signature _____ Date _____

Printed Name _____ Title _____

SECTION II

CONTRACTOR / SUB-CONTRACTOR COMPLIANCE GUIDELINES

For purposes of this compliance program, **safety sensitive employees** are defined as follows:

Those employees whose job functions are, or whose job descriptions include the performance of functions, related to the safe operation of mass transportation service.

The following are categories of safety-sensitive functions:

1. operating a revenue service vehicle, including when not in revenue service;
2. operating a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL);
3. controlling dispatch or movement of a revenue service vehicle or equipment used in revenue service;
4. maintaining (including repairs, overhaul, and rebuilding) revenue service vehicles or equipment used in revenue service; and
5. carrying a firearm for security purposes or
6. Contractor employees that stand in the shoes of transit system employees.

Any supervisor who performs or whose job description includes the performance of any function listed above is also considered a safety-sensitive employee.

NOTE:

- All contractors (1st Tier) that “stand in the shoes” of a grantee/recipient and perform safety-sensitive functions are covered by the DOT / FTA regulations and must have a compliant drug and alcohol program.
- All subcontractors (2nd Tier) that “stand in the shoes” of a grantee/recipient and perform safety-sensitive functions are covered by the DOT / FTA regulations and must have a compliant drug and alcohol program.

EXCLUSION – Second Tier Maintenance Contractors

- This specific exclusion exists only in relation to maintenance subcontractors because of the specific and unique nature of these vendors. This exclusion does not pertain to any other safety-sensitive subcontractors (e.g. operations, security).

[] CERTIFICATION & ASSURANCE OF COMPLIANCE – I have determined that our Company will be engaged in one or more safety-sensitive functions listed above and must comply with FTA and DOT regulations.

[] CERTIFICATION & ASSURANCE OF NON-COMPLIANCE – I have determined that our company will not be engaging in any of the safety-sensitive functions listed above and must not comply with FTA or DOT regulations.

Please check one and only one box above to verify Compliance or Non-Compliance with FTA and/or DOT regulations and sign below. (If you are selecting the Certification & Assurance of Compliance box, please complete the attached ***Contractor Checklist for Drug and Alcohol Program***. Please return all originals along with this original document to Wichita Transit. **Non-responsiveness shall result in suspension of contract and/or performance of services and/or non-payment of outstanding invoices.**

(CONTRACTOR)

By _____
(SIGNATURE)

Name _____

Title _____

Date _____

By _____
(SIGNATURE)

Name _____

Title _____

Date _____

PROCEDURES AND IMPLEMENTATION

Wichita Transit shall ensure that all Invitations for Bid (IFB), Request for Proposals (RFP), or Request for Quotes (RFQ) for services that include the performance of safety-sensitive functions as defined above shall include provisions requiring compliance with mandated DOT/FTA drug and alcohol testing regulations. Wichita Transit reserves the right to audit the contractor's drug and alcohol testing program prior to the start of work.

Prior to the start of work, the contractor must certify and assure to Wichita Transit that his/her firm is in compliance with the DOT/FTA regulations. (Compliance can be achieved through an in-house program or through a consortium.) The certification shall remain in effect during the term of the agreement. A copy of the signed certification shall be sent to Wichita Transit.

Each covered contractor shall send an annual drug and alcohol Management Information System (MIS) report to Wichita Transit. The annual report must be submitted no later than the 1st of March following the close of the year. Continued payment of contractor invoices by Wichita Transit is contingent upon contractor submission of the required report on a timely basis and compliance with FTA mandated rules. The report shall be addressed as follows:

Wichita Transit
FTA 5310 Subrecipient Monitoring
777 E. Waterman
Wichita, KS 67202

If the contractor does not already submit drug and alcohol reports to the Kansas Department of Transportation (KDOT), Wichita Transit will file the contractor's annual report with the FTA, along with Wichita Transit's own testing data. The reports shall be submitted to the FTA no later than March 15th of each year.

The covered contractor shall be responsible for the ongoing monitoring of contractor compliance with DOT/FTA regulations, including ensuring that the annual reports as described above are submitted on time.

On a biennial (every two years) basis, Wichita Transit shall audit contractor compliance, which may include site visits, and advise the contractor of any adverse findings.

The contractor shall be responsible for ensuring that corrective actions have been taken in a timely basis and reported back to Wichita Transit.

CITY COUNCIL MEETING

TO: Mayor and City Council

RE: Approve Sports Complex Playground Renovations

FROM: Jacob Coy - Director of Public Works & Utilities

DATE: 12/1/2025

Background:

As part of our ongoing park improvements, staff solicited proposals for a full playground renovation at the Mulvane Sports Complex. Five companies were contacted and invited to submit designs and pricing for a new playground installation with a safety surface. Three companies submitted proposals:

1. Actively Play – “Karoo Custom” playground with swings and Twirl-a-Whirl feature, with turf surface under the playground and rubber mulch under the swings. - \$116,000
2. Playground Boss – “Power Play” design with turf and swings. - \$125,365
3. Pro Playground – “Karoo Lookout” design with turf and swings. - \$116,999

Each vendor was given a blank slate to propose what they felt would best fit the available space and meet the community’s needs.

Community Engagement:

To ensure the new playground reflected the preferences of Mulvane’s youth, staff prepared large display boards of each proposed design and took them to the Mulvane Primary and Elementary Schools. Students were given one sticky note to vote for their favorite playground. The Actively Play “Karoo Custom” received the overwhelming majority of votes from the children.

Financial Considerations:

This project will be funded through the Special Parks Fund, which is supported by the City’s share of alcohol sales tax revenues. The city receives approximately \$140,000 annually in this sales tax. No general fund dollars will be used for this project.

Recommendation/Action:

Staff recommends awarding the Mulvane Sports Complex Playground renovation project to Actively Play for the Karoo Custom Playground with turf surface.

Sample Motion:

“I move to award the Mulvane Sports Complex playground renovation project to Actively Play for the Karoo Custom playground design, in the amount of \$116,000, to be funded through the Special Parks Fund.”

4957 N. Ridge Rd
Wichita, KS 67205



Estimate

ADDRESS

City of Mulvane
Jacob Coy
211 N. Second
Mulvane KS 67110
Mulvane, KS 67110

ESTIMATE AP 14846
DATE 11/20/2025

P.O. NUMBER

Mulvane Sports Complex

SALES REP

Jason Germany

PHONE NUMBER

316-644-7044

DESCRIPTION	QTY	RATE	AMOUNT
Playground Equipment	1	57,877.00	57,877.00
- Custom Karoo Structure (WKP3525-061BC00-C-110138-1)			
- ADA TWIRL A WHIRL (75-21039-10131-1)			
- Single Post Swing - 2 Bay - Acc Arm (SPS-0801-1A-10)			
- Bucket Swing (X1)			
- Belt Swing (X4)			
Equipment Freight	1	2,750.00	2,750.00
- Custom Karoo Structure (WKP3525-061BC00-C-110138-1)			
- ADA TWIRL A WHIRL (75-21039-10131-1)			
- Single Post Swing - 2 Bay - Acc Arm (SPS-0801-1A-10)			
- Bucket Swing (X1)			
- Belt Swing (X4)			
Rubber Mulch - Black	1	5,730.91	5,730.91
Safety Surfacing/Synthetic Turf- SF: 2175 Includes geotextile separation fabric, gravel base, sub surface drainage, foam pad, IPEMA Certified synthetic turf , Envirofill infill, freight and installation	1	35,670.00	35,670.00
Play Equipment Installation	1	14,385.50	14,385.50

INSTALLATION

Installation quote assumes that there are no underground obstructions, no drainage requirements, sufficient site access, and no additional sitework that is not outlined in the estimate.

SUBTOTAL	116,413.41
DISCOUNT	-413.41
TAX	0.00

Customer will be responsible for removing existing playground equipment and safety surfacing. Customer will also be responsible for the concrete border as outlined in the design renderings. Actively Play will assume responsibility of the items outlined in the estimate.

TOTAL

\$116,000.00

SALES TAX

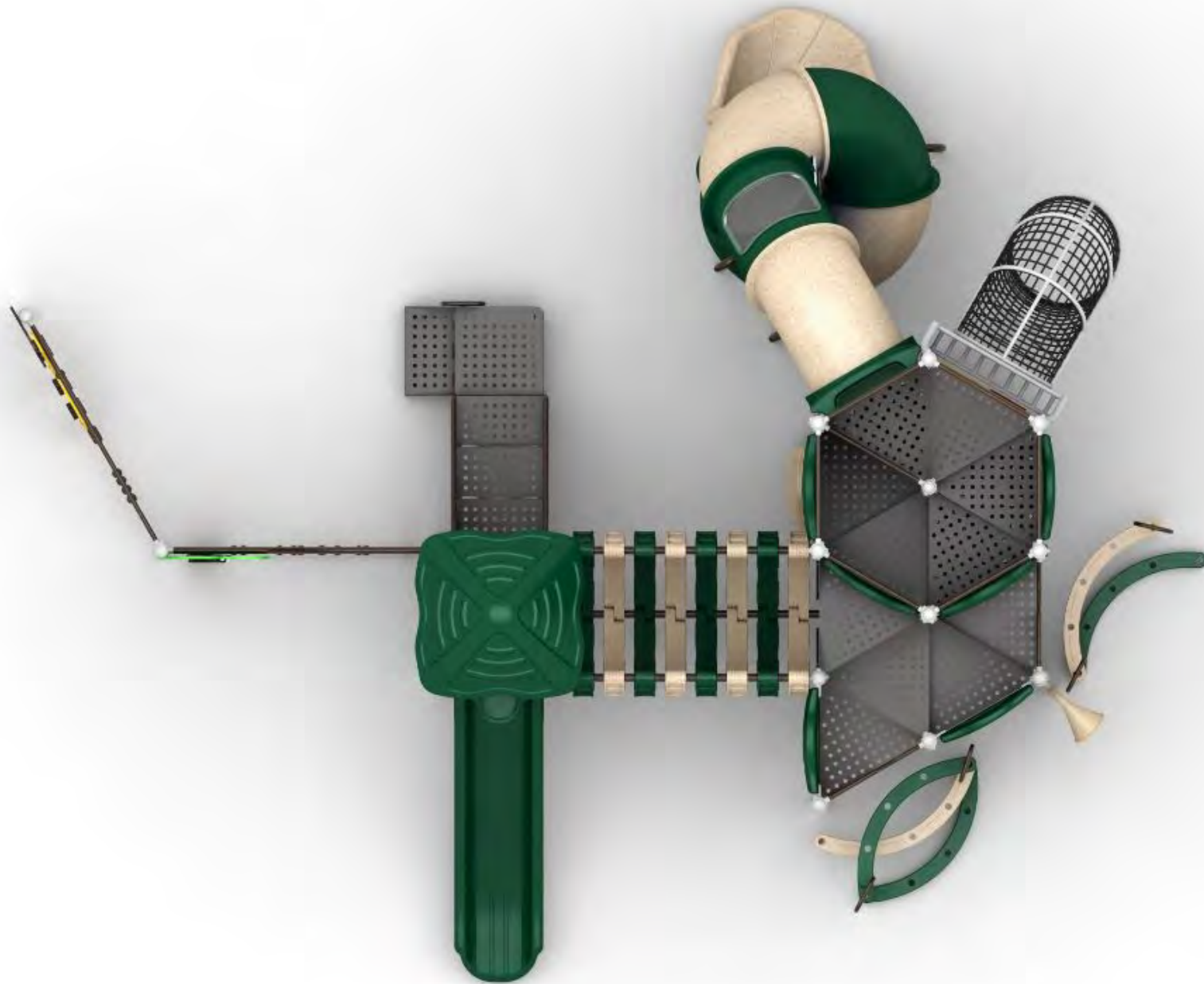
Sales tax is not included in this estimate, customer will need to provide a valid project exemption certificate when placing deposit.

Accepted By

Accepted Date







TOP VIEW

THIS DRAWING CANNOT BE ALTERED IN ANY WAY.
IF CHANGES ARE REQUIRED PLEASE CONTACT
YOUR WISDOM PLAYGROUNDS REPRESENTATIVE
@ (910) 769-3576

**WORLD
KLASS PLAY**

www.worldklassplay.com

PROJECT NAME

DESIGN NO:
WKP3525-061BC00-C-110138

DATE:

EQUIPMENT SIZE:
28'-9" x 22'-8" x 16'-10"
(8.75m x 6.93m x 5.14m)

USE ZONE:
41' x 35'
(12.4m x 10.88m)

PERIMETER:
128 Ft.
(37.89m)

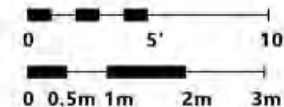
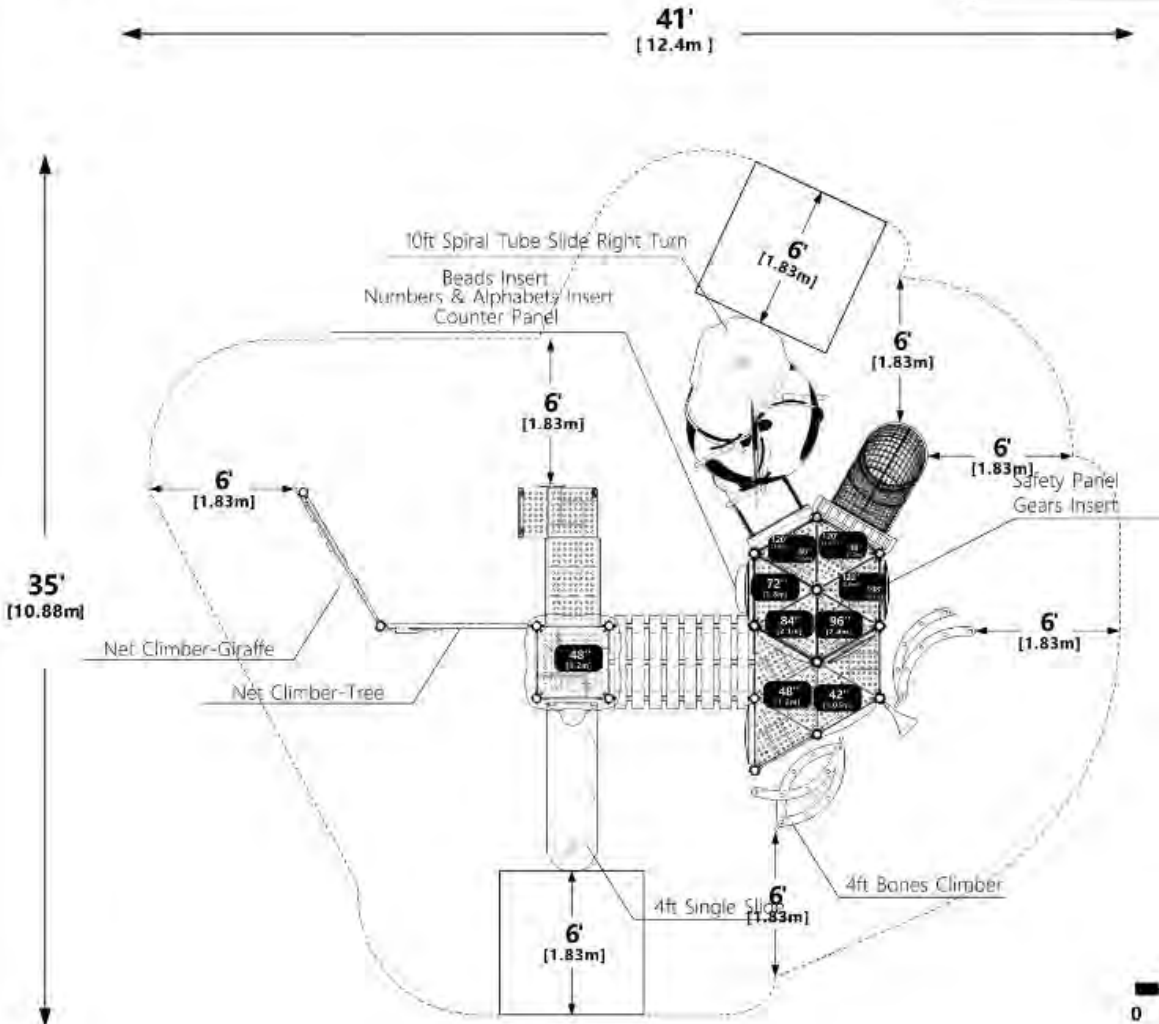
SURFACE AREA:
1009 SqFt
(93.73m²)

FALL HEIGHT:
120"
(3.0m)

AGE GROUP:
5-12

USER CAPACITY:
72-76

Compliance:
This play structure has been designed to meet the safety requirements established in:
- 2010 ADA Standard
- ASTM F1487-21
- CPSC Pub #325
When the play structure is installed over a properly maintained surfacing material which is in compliance with:
- ASTM F1292
- ASTM F1951
and is appropriate for the highest designated play surface of the structure.













TOP VIEW

THIS DRAWING CANNOT BE ALTERED IN ANY WAY.
IF CHANGES ARE REQUIRED PLEASE CONTACT
YOUR WISDOM PLAYGROUNDS REPRESENTATIVE
@ (910) 769-3576



WWW.WISDOMPLAYGROUNDS.COM

PROJECT NAME

DESIGN NO:
SPS-0801-1A-10

DATE:

EQUIPMENT SIZE:
16'-4" x 1'-2" x 8'-7"
(4.97m x 0.35m x 2.61m)

USE ZONE:
29' x 33'
(8.63m x 9.85m)

PERIMETER:
112 Ft.
(34m)

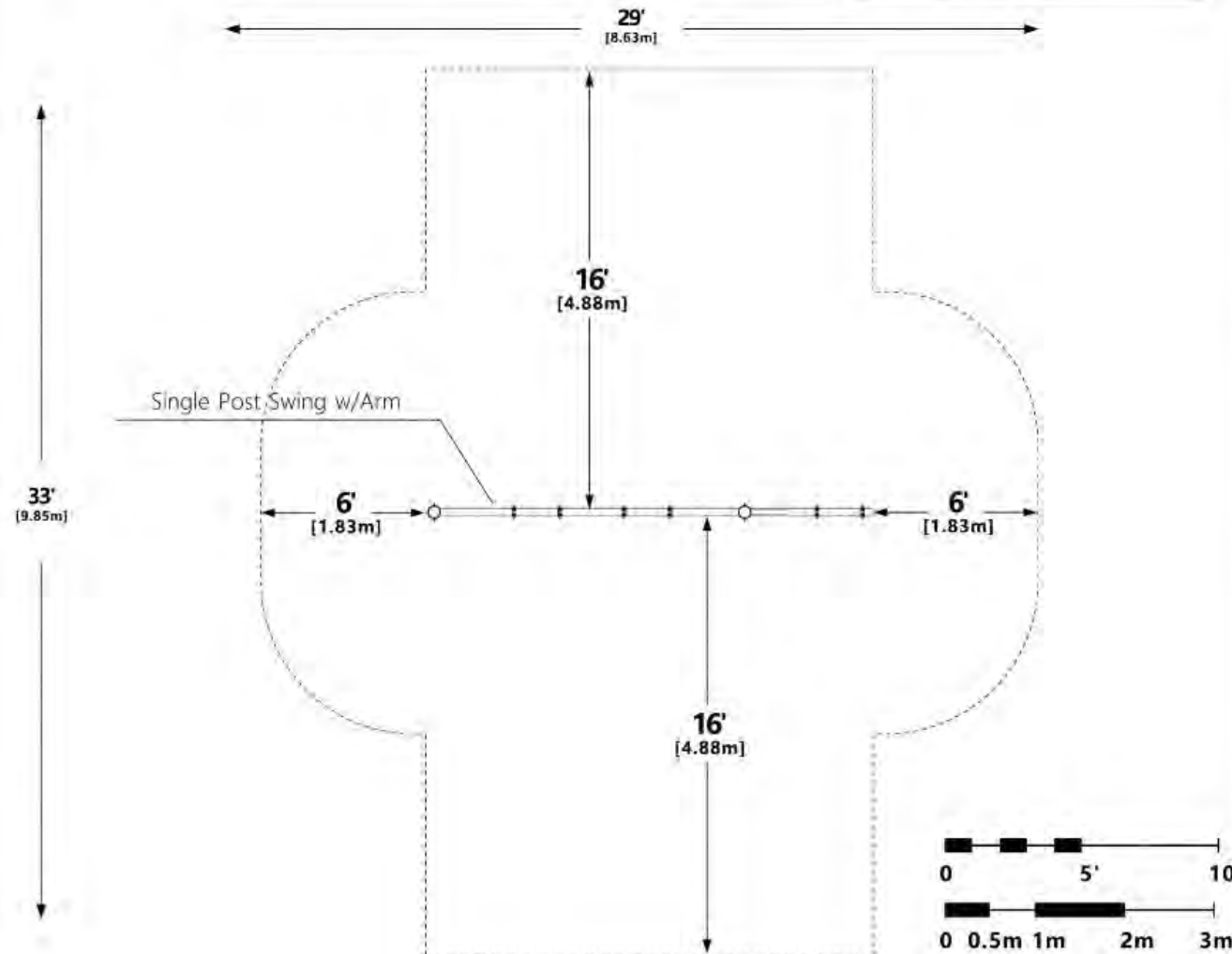
SURFACE AREA:
694 SqFt
(64.4m²)

FALL HEIGHT:

AGE GROUP:
2-12

USER CAPACITY:
3

Compliance:
This play structure has been designed
to meet the safety requirements
established in:
- 2010 ADA Standard
- ASTM F1487-21
- CPSC Pub #325
when the play structure is installed over
a properly maintained surfacing material
which is in compliance with
- ASTM F292
- ASTM F1951
and is appropriate for the highest
designated play surface of the structure.





THIS DRAWING CANNOT BE ALTERED IN ANY WAY.
IF CHANGES ARE REQUIRED PLEASE CONTACT
YOUR WISDOM PLAYGROUNDS REPRESENTATIVE
@ (910) 769-3576



WWW.WISDOMPLAYGROUNDS.COM

PROJECT NAME

DESIGN NO:
75-21039-10131

DATE:

EQUIPMENT SIZE:
6'-6" x 6'-6" x 3'-4"
[2m x 2m x 1.03m]

USE ZONE:
25' x 25'
[7.57m x 7.57m]

PERIMETER:
80 Ft.
[23.77m]

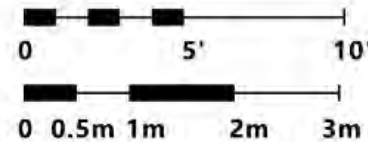
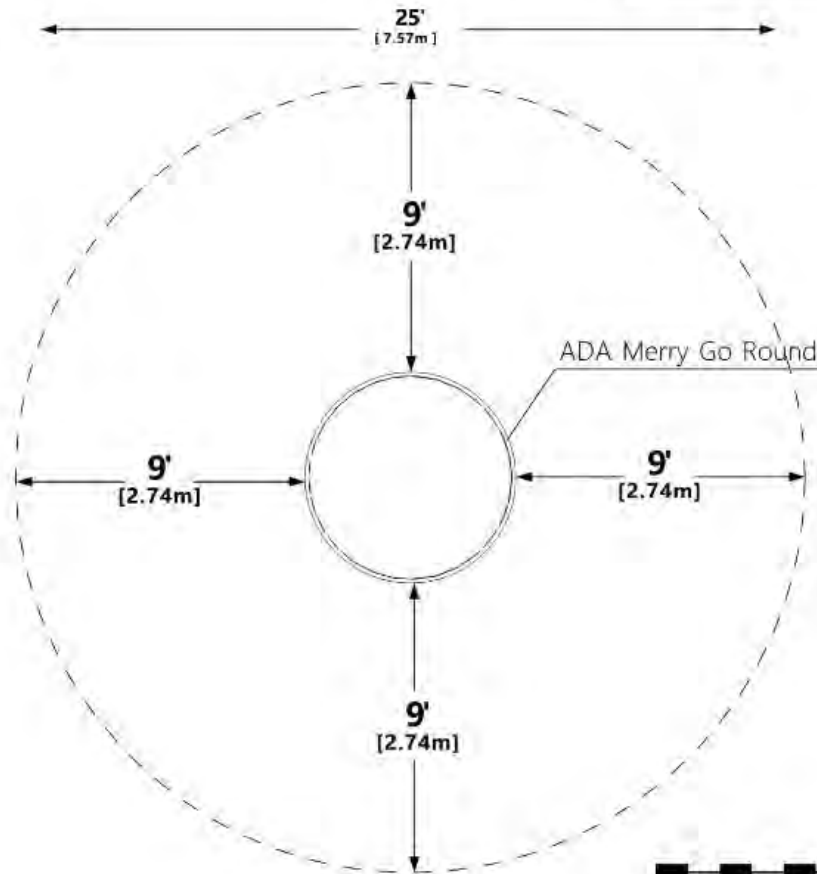
SURFACE AREA:
484 SqFt
[44.92 m²]

FALL HEIGHT:

AGE GROUP:
5-12

USER CAPACITY:
4

Compliance:
This play structure has been designed
to meet the safety requirements
established in:
- 2010 ADA Standard
- ASTM F1487-21
- CPSC Pub #325
when the play structure is installed over
a properly maintained surfacing material
which is in compliance with
- ASTM F292
- ASTM F1951
and is appropriate for the highest
designated play surface of the structure.





ACCOUNT REP: James Bradshaw
james@playgroundboss.com
1-800-878-0320 ext. 107

QUOTE #: 102025-41803
DATE CREATED: 10-20-2025
Quote is valid for 30 days

PROJECT CONTACT

PROJECT CONTACT: Jacob Coy
COMPANY: City of Mulvane
ADDRESS: 410 W Bridge St
City of Mulvane, KS 67110
EMAIL: jcoy@mulvane.us
PHONE: 316-777-9532



SHIP TO / SITE CONTACT

SHIPPING / SITE CONTACT: Jacob Coy
COMPANY: City of Mulvane
SHIP TO ADDRESS: 410 W Bridge St
City of Mulvane, KS 67110
EMAIL: jcoy@mulvane.us
PHONE: 316-777-9532

COMMENTS AND SPECIAL INSTRUCTIONS: Price quoted for materials, installation and delivery only. Price excludes sitework, concrete, underground line location, permits, liftgates, & impact fees unless specifically noted below. Customer is responsible for any taxes that may apply. If order is cancelled a 25% restocking fee may be assessed

QTY	PRODUCT	PRICE	DISCOUNT	TOTAL
	Note Lead time for installation is 2-3 weeks.			
	Note Net 30 payment schedule for municipalities.			
	Note Free shipping on all IN-STOCK playgrounds!			
1	Power Play SKU: PGB-39483 Variants: COLOR SCHEME: Natural FREE SHIPPING - Age: 2 to 12, Child Capacity: 49, Play Activities: 17, Safety Use Zone: 46ft x 36ft	\$ 98,528	\$49,264	\$ 49,264
1	5 Single Post Swing Frame With Arm SKU: PGBSPF-80266 Variants: POST COLOR: Brick Red Age: 2 to 12, Child Capacity: 3, Play Activities: 1, Safety Use Zone: 30ft x 33ft	\$ 1,348		\$ 1,348
2	Belt Seat (BUNDLE) SKU: PGBS130-Bundle Variants: SEAT COLOR: Black FREE SHIPPING - Commercial Grade Bundle Includes 1 belt seat 2 chains 4 shackles 1 shackle key	\$ 153		\$ 306
1	Bucket Seat (BUNDLE) SKU: PGBS100-Bundle Variants: SEAT COLOR: Black FREE SHIPPING - Commercial Grade Bundle Includes 1 bucket seat 2 chains 4 shackles 1 shackle key	\$ 307		\$ 307
1	Turf SKU: TURF 3015 SF 3 rolls of (15 x 45) and 2 rolls of (15 x 33) of Artificial Turf with up to 4 Subbase Aggregate compacted to 95% up to 2 pad throughout- Installed	\$ 66,330		\$ 66,330
1	Additional Discount SKU: DISCOUNT 10% discount for projects approved by October 30th		\$ 14,000	\$ -14,000
	Professional Installation SKU: INSTALL	\$ 21,810		\$ 21,810

QTY	PRODUCT	PRICE	DISCOUNT	TOTAL
	Customer Installation Note Installation of Power Play and 2 bay swing set over grass and dirt. Area will be cleared by customer prior to PGB arrivals. Available space is approx. 60 feet x 80 feet. Final surfacing to be Turf Customer to install borders for playground after PGB installation. Customer to confirm final locations for playground and swing set before installation. Dumpster provided by customer.			

I APPROVE THIS PROJECT. Let's do this!

Approval of this proposal may be executed by signing below and emailing back to the contact information listed below. Unless prior arrangements are approved, payment is due upon ordering.

Account Rep: James Bradshaw
james@playgroundboss.com
1-800-878-0320 ext. 107

Authorized Purchaser: _____

Date: _____

Subtotal \$ 125,365

Tax \$ 0

\$ 125,365

Have questions about this quote?

 **CALL US**
1-800-878-0320

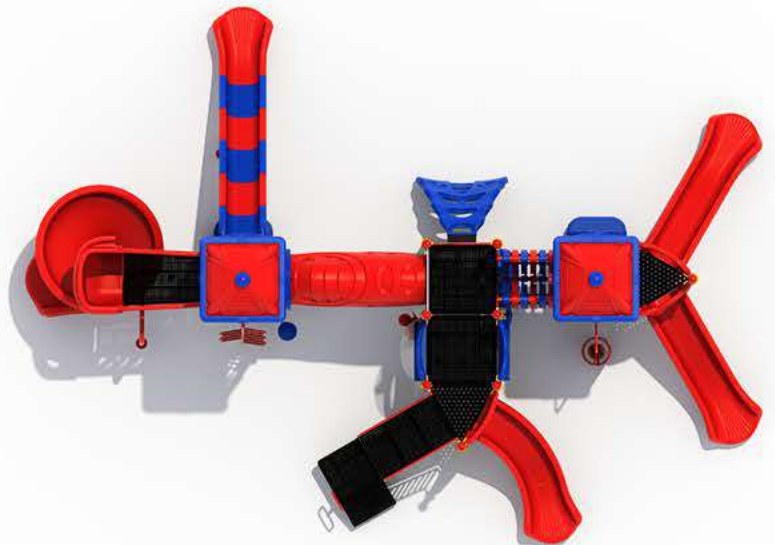


Ages
2 to 12

Use Zone: 46ft x 36ft
Child Capacity: 49
Play Activities: 17

Power Play

SKU: PGB-39483



Call Us
1-800-878-0320

PlaygroundBoss.com



Ages 2 to 12

Use Zone: 30ft x 33ft
Child Capacity: 3
Play Activities: 1

5in Single Post with Arm Swing Frame

SKU: PGBSPF-80266



Call Us
1-800-878-0320

[PlaygroundBoss.com](https://www.PlaygroundBoss.com)



Warranty

100
15
5
3
1

One Hundred (100) Year Limited Warranty

On aluminum and steel upright posts, hardware, post caps, and clamps against structural failure due to deterioration, corrosion, or workmanship.

Fifteen (15) Year Limited Warranty

On rails, rungs, rigid climbers, loops, HDPE and rotationally molded plastic components, and decks against structural failure due to deterioration, corrosion, or workmanship.

Five (5) Year Limited Warranty

On cables and nets against premature wear due to natural deterioration or manufacturing defects. On moving parts against structural failure due to materials or workmanship.

Three (3) Year Limited Warranty

On all blow molded plastics against structural failure due to materials, or workmanship.

One (1) Year Limited Warranty

On all materials and products not covered above against failure due to materials or workmanship.

Playground Boss warrants to its original customer for as long as the original customer owns the product and uses the product with regular use and installation in accordance with published specifications to be free from defects in materials and workmanship. This warranty does not cover damage from misuse, vandalism, modified parts, or damage such as dents, scratches, fading/weathering, acts of God, and normal wear and tear.

Warranty claims must be filed within the applicable warranty period. Warranty replacement does not include the cost of labor for part replacement. Replacement parts carry the applicable warranty from the date of shipment of the replacement part.



Call Us

1-800-878-0320



TRUST — *the* — EXPERTS

For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.



1-800-573-7529 | www.proplaygrounds.com



THE PRO PLAYGROUNDS DIFFERENCE

Equipment and Products

When you purchase playground equipment from us, you're buying direct. This means that you are getting the absolute lowest price possible. We do not utilize sales reps, middle men or distributors like many of our competitors do, this gives you more purchasing power. We have hundreds of playgrounds available for purchase and can custom design most anything to meet your needs. We have a vast product offering including shade structures, site amenities and playground surfacing like artificial turf and poured in place rubber.

Installation

We are one of only a few companies in the United States that actually service and install the products we sell in house. This means that the person you speak to when you buy your playground may very well be the person who installs it. Our competitors use local sub contractors, many of whom know nothing about installing a playground or playground safety, and worse many of whom are unlicensed, uninsured and a high risk.

Services

We are truly a full service parks and recreations firm. We take care of every aspect of your playground project in house, from the design, to the sale to the installation. We have in house capabilities that are unmatched by our competitors. From traditional construction needs like sidewalks, to the safety surfacing including poured in place rubber and rubber turf, a single contractor with a huge list of capabilities. Our competitors subcontract these services, that means higher prices, lower quality, longer lead times and a lack of accountability.

Licensing

We are State Certified General Contractors and licensed Playground Safety Inspectors. This means that we have the knowledge, experience and legal ability to complete your project. Many firms that install playground equipment are unlicensed, inexperienced and uninsured.

Experience

We have designed and installed over 500 playgrounds in the USA, from start to finish. We have experience with projects as small as \$5,000 and as large as 1,000,000. Our firm has provided expert testimony in court cases involving playground equipment. When it comes to playgrounds, we are the experts.

Accountability

We still believe that the customer is always right. We also feel that our responsibilities to our customers do not end once we have completed a sale, in fact that's when they truly begin. Our service after the sale is unparalleled. If you have any problems or issues with your equipment, we resolve the problems in house. Our competitors have only one concern and that is closing the sale.



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Project Name
Sports Complex - PG



Date	Estimate #
10/13/2025	50937

Customer / Bill To
City of Mulvane Jacob Coy 410 W. Bridge Street Mulvane, KS 67110

Ship To
Jacob Coy 211 N. 2nd Ave. Mulvane, KS 67110



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	Furnish labor and materials to complete the following: 1. Installation of 1 playground system and 1 2-bay swing set. 2. Installation of 44 ton of aggregate subbase @ a 4" compacted depth. 3. Installation of 2,112 sq ft of artificial turf with safety pads.			
	PLAYGROUND EQUIPMENT			
WKP35-0028	Karoo Lookout	1	49,999.00	49,999.00
25-PSW006...	2 Bay Frame: incl. Hangers & 2 Bay Belt Seat Pkg	1	2,676.00	2,676.00
Shipping	Combined Shipping and Freight Charges	1	3,800.00	3,800.00
	Sub Total			56,475.00
	SAFETY SURFACING			
TAC90	Tacoma - 90oz, 1.75", 15"W	2,281	3.29	7,504.49
PAD225	Playground Pad 2" 24SF	92	101.53848	9,341.54
PU2K	Mapei Ultrabond Turf PU 2k - 2 Gal	3	135.00	405.00
STAPE	Seam Tape	282	0.80	225.60
PLAYSAND	Play Sand, 50 LB Bag	178	8.00	1,424.00
PTBOARD	2" x 4" Pressure Treated Board - 12LF	30	10.80	324.00
Shipping	Combined Shipping and Freight Charges	1	2,914.80	2,914.80
	Sub Total			22,139.43

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal:

Sales Tax: (7.5%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales

1-800-573-7529 | www.proplaygrounds.com



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Project Name
Sports Complex - PG



Date	Estimate #
10/13/2025	50937

Customer / Bill To
City of Mulvane Jacob Coy 410 W. Bridge Street Mulvane, KS 67110

Ship To
Jacob Coy 211 N. 2nd Ave. Mulvane, KS 67110



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	MATERIALS AND INSTALLATION			
AGG	Locally sourced crushed aggregate base materials (ABC Crush and Run Typical)	44	52.00	2,288.00
CC80	Concrete for Anchoring - Delivered Cost	170	9.10	1,547.00
LBR	Labor and Installation - Playground	1	22,830.00	22,830.00
LBR	Labor and Installation - AGG & Turf	1	21,290.35	21,290.35
DSC	Repeat customer discount **FREE SHIPPING+** valid until 10/15/2025		-9,570.78	-9,570.78

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal: \$116,999.00

Sales Tax: (7.5%) \$0.00

Total: \$116,999.00

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales

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KAROO LOOKOUT WKP35-0028C

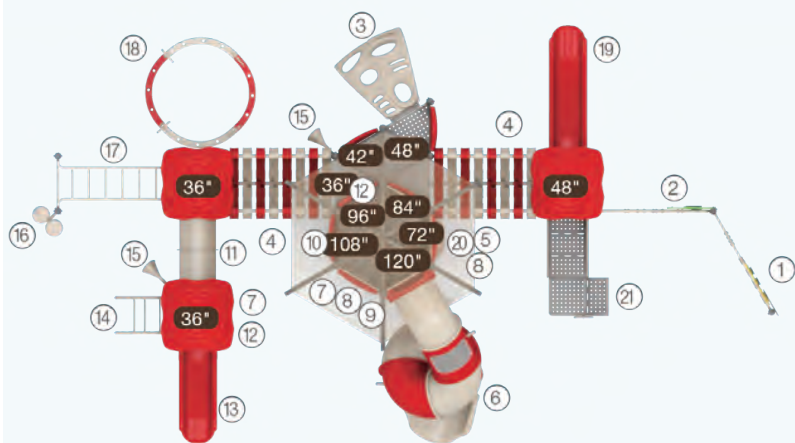
Ages: 5-12

Fall Height: 120"

Use Zone: 52'x35'

Equipment Size: 39'6"x22'8"x21'3"

CLORE



- | | | |
|-----------------------|-----------------------------------|-------------------------------|
| ① Giraffe Net Climber | ② Tree Net Climber | ③ Arch Climber |
| ④ Bones Bridge | ⑤ Role-play Pane (Below) | ⑥ 10ft Spiral Tube Slide |
| ⑦ Saddle Seat | ⑧ Orbit Insert (Above) | ⑨ Steering Wheel Panel(Below) |
| ⑩ Gears Insert | ⑪ Crawl Tunnel | ⑫ Beads Insert |
| ⑬ 3ft Single Slide | ⑭ 3ft Arch Climber | ⑮ Talk Tube |
| ⑯ Bongo | ⑰ Deck to ground Challenge Ladder | ⑱ Bones Climber |
| ⑲ 4ft Single Slide | ⑳ Numbers & Alphabets Insert | ㉑ ADA Transfer Station |

Call the Experts
1-800-573-7529

ProPlaygrounds.com



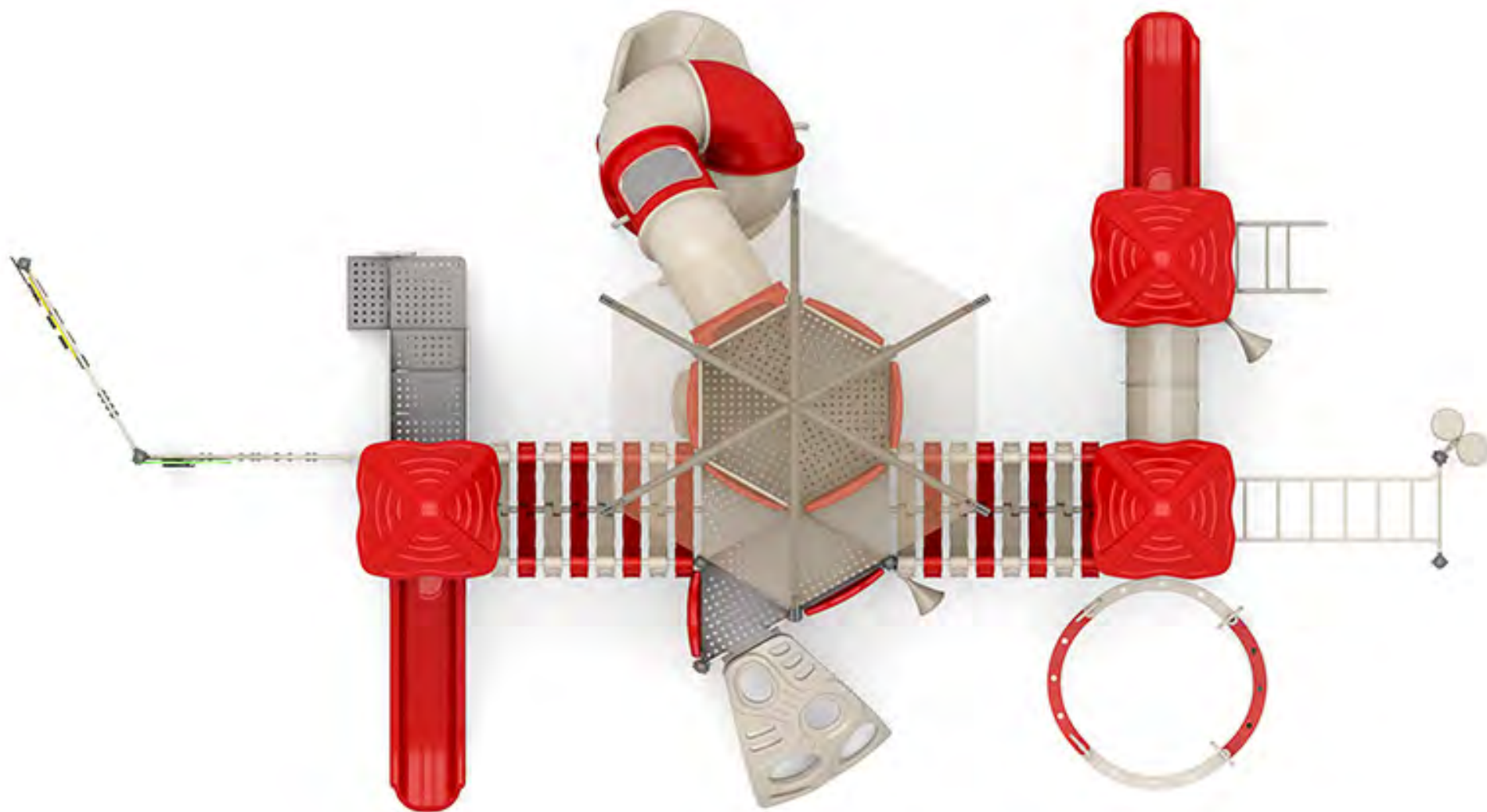
 Call the Experts
1-800-573-7529

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 Call the Experts
1-800-573-7529

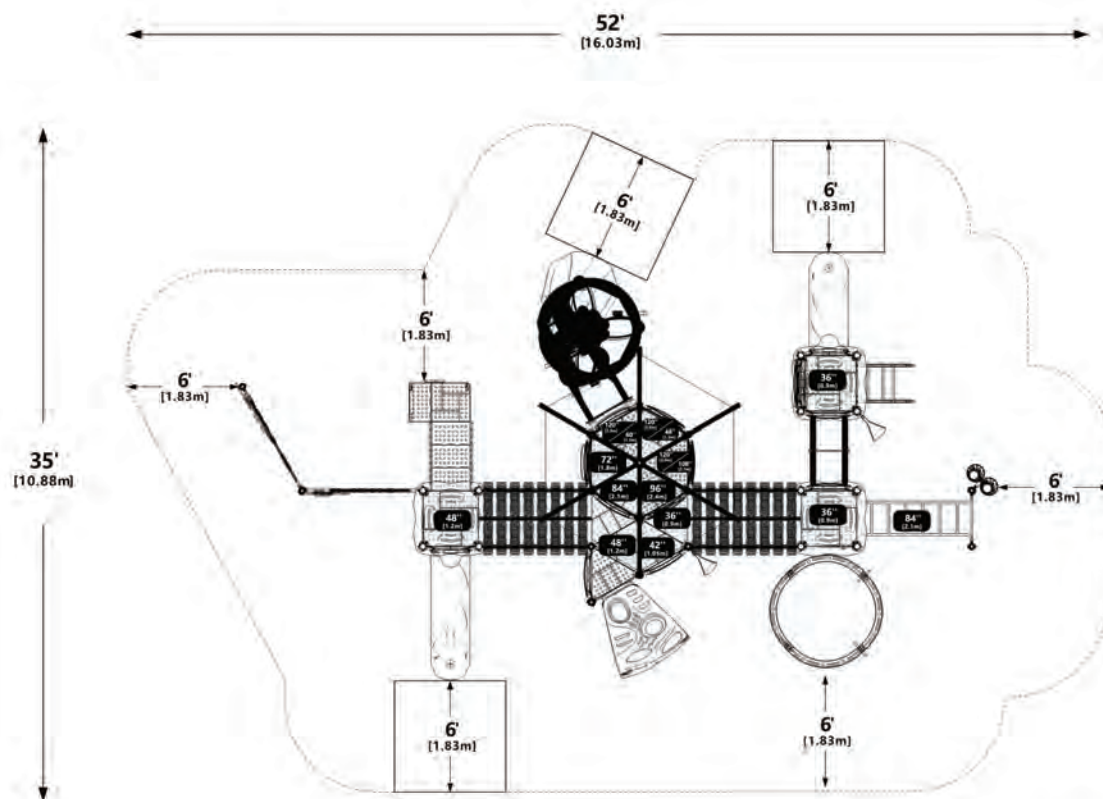
ProPlaygrounds.com



 Call the Experts
1-800-573-7529

ProPlaygrounds.com

TOP VIEW



PROJECT NAME

DESIGN NO:
WKP35-0028C-113118

DATE: _____

EQUIPMENT SIZE:
39'-6"×22'-8"×21'-3"
[12.06m×6.93m×6.47m]

USE ZONE:
52'x35'
[16.03m x 10.88m]

PERIMETER:
156 Ft.
[46.9m]

SURFACE AREA:
1459 SqFt
[135.6 m²]

FALL HEIGHT:
120"
[3.0m]

AGE GROUP:
2-12

USER CAPACITY:

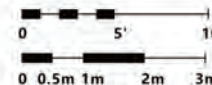
Compliance:
This play structure has been designed to meet the safety requirements established in:

- 2010 ADA Standard
- ASTM F1487-21
- CPSC Pub #325

When the play structure is installed over a properly maintained surfacing material which is in compliance with:

- ASTM F1292
- ASTM F1951

and is appropriate for the highest designated play surface of the structure.



Playground Equipment

- Over 200 commercial play units, plus endless customized design options, all IPEMA certified.
- Full line of accessory units including swing sets, spring riders, rope and rock climbers and more.
- Industry leading lifetime warranty and affordable pricing.
- Professionally installed by CPSI and CGC.

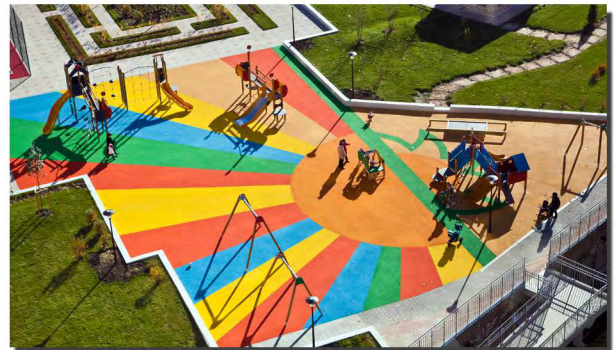


Shade Structures

- Large catalog of pre-designed units including hip and ridge shades, cantilever and umbrella shades.
- Broad design capability and customization to meet your shade needs, both standard and sails.
- 95% UV blocking, keeps people and equipment cool and protected.
- Compliant with FBC wind load requirements.

Surfacing Products

- Poured in place rubber surfacing for playgrounds, splash pads, entry ways, etc.
- Over 50 varieties of artificial turf for leisure, play, animal and sport applications.
- Eco friendly recycled rubber mulch for playground surfacing.
- Professional installation by certified installers.



Site Amenities and Dog Park

- Full catalog of benches and tables to meet your needs with custom colors, logos, finishes, etc.
- Trash receptacles, dog waste stations, grills, bike racks, bleachers and more, all customizable.
- Dog park accessories including obstacle courses, waste and watering stations, etc.
- Custom amenities, fire pits, ADA, etc.

Fitness and Athletic Equipment

- Selection of products for athletic needs including basketball, soccer and football goals.
- Outdoor fitness equipment for exercising, including cardiovascular and strength training products.
- Commercial grade products constructed with durable materials to ensure a lifetime of use.



City Council Meeting
December 1, 2025

TO: Mayor and City Council

FR: Rachael Blackwell, Finance Director

RE: **Amending the 2025 Budget**

ACTION: Set a public hearing to amend the 2025 Budget

Background:

The City needs to amend the 2025 budget for the following reasons:

- Sr. Center Fund, due to receiving the transportation vehicle earlier than expected it was not budgeted to begin in FY25. This fund is over budget for the year and will also require additional money transferred from the general fund.
- Swimming Pool Fund, the expenses exceeded what was budgeted for FY25. The main reason for the fund going over budget is from the salaries. The council approved a pay increase in FY24, at the time when this was approved the 2025 budget was already set.
- Special Parks Fund, the expenses will exceed what was budgeted for FY25. This will be because of the Sports Complex Playground Improvements. There is cash available to spend in this fund.

Analysis: If Actual Expenditures of a fund exceed the adopted budget amount an amendment is necessary to keep in accordance with the Kansas Cash Basis Law, the City is required to amend the budget prior to the end of the calendar year, December 31st. This amendment process must include a public hearing.

Legal Considerations: KSA 79-2929a authorizes municipalities to amend budgets to spend money not in the original budget. The additional expenditures are to be made from existing revenue and cannot require additional tax levies.

A notice of public hearing will be published in the *Mulvane News* on December 4, 2025, which will be at least 10 days prior to the public hearing. The last date amending the annual budget may occur is on or before December 31st of that budget year.

Financial Considerations: Other than the cost of the legal publication in the newspaper, there should be no other costs to the City for this budget amendment.

Recommendation:

Motion to set a public hearing to amend the 2025 City of Mulvane Budget for Monday, December 15, 2025, at 6:00 p.m. at Mulvane City Hall.

City Council Meeting
December 1, 2025

TO: Mayor and City Council
FR: Rachael Blackwell, Finance Director
RE: Transfer of Funds from the Electric Fund to the General Fund
ACTION: Authorization of Transfer

Background:

The Electric Fund has maintained a stable reserve balance, exceeding the minimum requirements established by the City's fiscal policies (3-6 months operating). The Governing Body has strived to maintain a consistent mill levy as we navigate through the property tax refunds to the Casino. During the FY25 budget process \$550,000 was budgeted to be transferred. The funds that are transferred will be paid back to the Electric Fund in later years as outlined in our plan our financial advisor helped establish.

Legal Considerations:

Attached is a promissory note drafted by the City's Attorney to be signed by the Mayor.

Financial Considerations:

Originally \$550,000 was budgeted to be transferred to the General Fund. Staff is currently monitoring the revenues and expenditures to see if the full transfer of \$550,000 will be necessary. If the revenues exceed estimates and the expenditures are lower, we will adjust the transfer accordingly. We will not know the exact amount until the end of the year.

Recommendation:

A motion to approve the budgeted transfer from the Electric Fund to the General Fund in the amount up to \$550,000 and authorization for the Mayor to sign the promissory note.

PROMISSORY NOTE

This Promissory Note (“Note”) is made and entered into this 1st day of December, 2025, by and between the City of Mulvane, Kansas, acting as custodian of its general fund (hereinafter referred to as the “Borrower”), and the City of Mulvane, Kansas, acting as custodian of its electric utility fund (hereinafter referred to as the “Lender”).

RECITALS

WHEREAS, the City of Mulvane, Kansas (the “City”), operates a combined Electric, Waterworks, and Sewer Utility (the “Utility”), and pursuant to K.S.A. § 12-825d, all revenues and expenditures of the Utility are required to be maintained in a separate fund unless a surplus of such fund is not needed for statutory purposes listed therein, in which case such surplus may be transferred and merged into the City’s general revenue fund; and

WHEREAS, the governing body of the City has determined that a surplus exists in the Utility’s electric fund, and such surplus is not immediately needed for the statutory purposes listed therein; and

WHEREAS, the governing body of the City finds this interfund loan necessary and desires to approved said transfer and the execution of this Note by motion duly adopted at a meeting held on the 1st day of December, 2025.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. *Loan.* The Lender fund shall loan to the Borrower fund an amount not to exceed \$550,000, as authorized by the governing body and recorded by the City Clerk.
2. *Purpose.* The Loan shall be used for lawful general fund purposes as approved by the governing body.
3. *Repayment / Forgiveness.* Repayment of any portion of the Loan shall occur when, if and to the extent directed by the governing body. The governing body may require repayment in a lump sum or installments, or may determine that all or any portion of the Loan shall be forgiven and treated as a transfer permitted by law. The Loan shall bear no interest.
4. *Accounting.* All advances, repayments, or forgiveness actions shall be recorded in accordance with applicable municipal accounting standards and disclosed in the City’s annual audit.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City of Mulvane, Kansas, has caused this Promissory Note to be executed, acting as the custodians of its utility fund (Lender) and its general fund (Borrower), as of the day and year first above written.

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

CITY COUNCIL MEETING

Dec. 1, 2025

TO: Mayor and City Council

FR: City Administrator

RE: **Employee Wage Adjustment/ Cost-of-Living Increase**

Action: **Discussion and decision**

Background:

The Employee Handbook, Sec. D-2 (b) states, “Annual cost-of-living pay increase *may be given* as approved by the City Council”. Because the city council has consistently improved wages in relationship to inflation. Of the 78 full time employees, 13 have been here 20 years or longer, 3 have been here 15 years or longer, 14 have been here over ten years and 18 have been here at least five years.

Experienced employees are familiar with our citizens, know many personally. They provide a better service to our citizens and keep new hire and training cost to a minimum.

The wage adjustment/COLA is added to the employee’s base hourly pay. It compounds. So even the employees who are “topped out” get a wage increase. An employee who has not topped out is eligible for a 2.5% merit increase based on satisfactory performance.

The City has consistently made it a priority to pay competitive wages to our employees to both retain and attract quality people.

Because of their experience and familiarity with the City and citizens, I hope most employees feel empowered to do their jobs and provide very good customer service. Most staff are cross trained to perform a variety of functions, is willing to take on additional workload when asked and are increasingly proficient in the many aspects of operating a quality public service organization. City employees have really bought into the culture of working safely while being productive. A safe working environment positively impacts Work Comp. insurance premiums.

Analysis:

Since 1994, the issue of a COLA has been discussed in December of each year by the city council. *If granted* a COLA, it would be implemented as of the first full pay period in January.

City council needs to decide;

1. Does the council want to give the city employees a wage adjustment/COLA in 2026?
2. If the council wants to grant a COLA, what percentage COLA does the council want to provide the employees?

Financial Considerations:

The estimated 2025 budget year total gross payroll for all city employees will be approximately \$5.8 million.

The total 2026 city budget is \$32 million Payroll will be approx. 21% of the city budget.

Salaries drive other employee related expenditures (FICA, Medicare, Worker's Comp. Unemployment Insurance and KPERS). These costs have been budgeted for in the 2026 budget.

The Bureau of Labor Statistics showed there was an 2.8% increase in prices year over year and the Social Security Administration is implementing and increase of 2.8%. The city 2026 budget has 3.5% for employee COLA's. The city of Mulvane has hovered around the actual CPI except in 2022 and 2023, the CPI increased by 6.6% and 7.4% respectively, and the city council authorized a 3% COLA each of these years. In 2025, the city council decided to exceed the CPI by giving a 5% COLA to bring wages closer to what wages may have been if CPI was followed in previous years.

Legal Considerations: The city council has sole discretion regarding the granting of cost-of-living increases to city employees.

Recommendation:

Mulvane - COLA History for City Employees

COLA History								
Year	COLA *	CPI	Regular Salaries	Salaries With COLA	COLA Salaries			
2011	3.00%		\$2,924,281.04	\$3,012,009.47	\$87,728.43			
2012	3.60%		\$3,065,313.02	\$3,175,664.29	\$110,351.27			
2013	3.00%		\$3,370,573.04	\$3,471,690.23	\$101,117.19		Admin	\$542,235.00
2014	3.00%		\$3,729,281.76	\$3,841,160.21	\$111,878.45		Public Wo	\$748,419.00
2015	0.00%	1.20%	\$4,215,000.68	\$4,215,000.68	\$-		Fire	\$259,838.00
2016	2.50%	0%	\$4,134,990.56	\$4,238,365.32	\$103,374.76		Police	\$1,356,858.00
2017	1.00%	1.20%	\$4,336,448.89	\$4,379,813.38	\$43,364.49		EMS	\$1,169,540.00
2018	2.00%	1.90%	\$4,420,190.29	\$4,508,594.10	\$88,403.81		P&Z	\$125,641.00
2019	2.00%	2.20%	\$4,643,769.66	\$4,736,645.05	\$92,875.39		Sr. Center	\$92,398.00
2020	1.60%	1.50%	\$4,525,078.63	\$4,597,479.89	\$72,401.26		Elec. Prod	\$224,083.00
2021	1.30%	1.00%	\$4,600,000.00	\$4,659,800.00	\$59,800.00		Elec. Dist	\$372,283.00
2022	3.00%	6.60%	\$4,792,663.23	\$4,936,443.13	\$143,779.90		Water	\$410,957.00
2023	3.00%	7.40%	\$4,960,000.00	\$5,108,800.00	\$148,800.00		Sew Plant	\$269,836.00
2024	3.00%	2.90%	\$5,218,000.00	\$5,374,540.00	\$156,540.00		Sew Cole	\$193,984.00
2025	5.00%	2.60%	\$5,504,866.57	\$5,780,109.89	\$275,243.33			
2026	2.50%		\$5,940,000.00	\$ 6,088,500.00	\$ 148,500.00			
2026	3.00%	2.80%	\$5,940,000.00	\$ 6,110,756.00	\$ 177,983.00			
2026	3.50%		\$5,940,000.00	\$ 6,140,420.00	\$ 207,647.00			
* The COLA is the next years in order to show approximately how much the COLA will increase the salaries.								
							Estimated 2025 Payroll	
								\$5,766,072.00

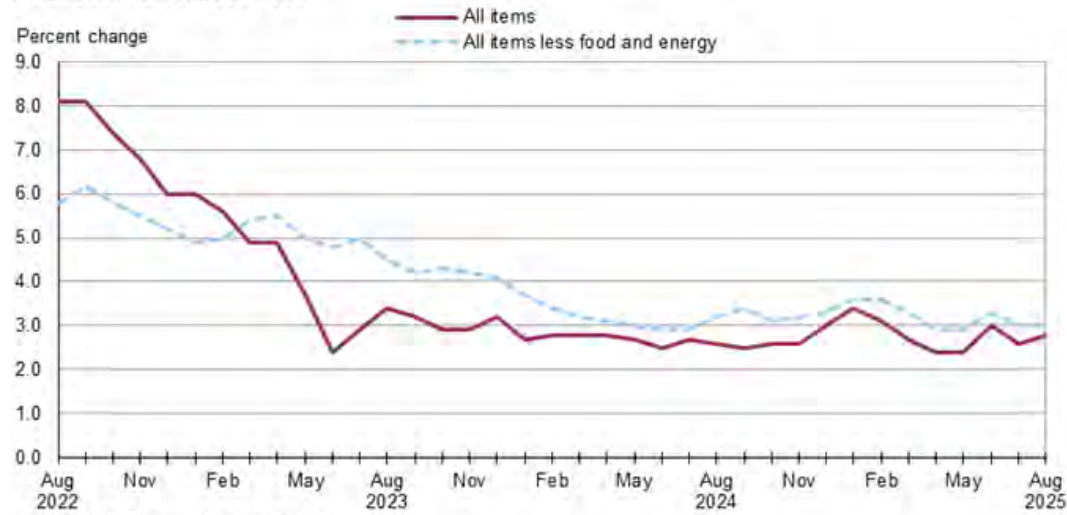
Consumer Price Index, Midwest region — August 2025

Regional prices rose 0.3 percent in August, up 2.8 percent over the year

The Consumer Price Index for All Urban Consumers (CPI-U) in the Midwest region rose 0.3 percent in August, the U.S. Bureau of Labor Statistics reported today. The all items less food and energy index increased 0.2 percent, led by rising prices for apparel. The index for food advanced 0.7 percent, while the index for energy was up 0.2 percent over the same period. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

The Midwest region all items CPI-U increased 2.8 percent for the 12 months ending in August. The index for all items less food and energy advanced 3.0 percent over the year, and food prices rose 3.2 percent. Energy prices fell 0.3 percent, with declining prices for gasoline being the main contributing factor.

Chart 1. Over-the-year percent change in CPI-U, Midwest region, August 2022–August 2025



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

Food

The index for food advanced 0.7 percent in August. The index for food at home (grocery store purchases) rose 1.0 percent, with higher prices seen in all six of the major grocery store food groups. The index for food away from home (restaurant, cafeteria, and vending purchases) was up 0.3 percent for the same period. Within the food at home category, the indexes for fruits and vegetables (+2.4 percent) and meats, poultry, fish and eggs (+1.5 percent) contributed most to the increase.

Over the year, the food index rose 3.2 percent. The index for food at home advanced 3.0 percent, and prices for food away from home were up 3.6 percent. While all six major grocery store food indexes increased in the past year, a 6.1-percent rise in the meats, poultry, fish and eggs index led these advances.

Energy

The energy index rose 0.2 percent over the month. The indexes for gasoline and electricity both increased, up 1.5 percent and 0.3 percent, respectively. The index for natural gas service fell 3.1 percent for the same period.

The index for energy declined 0.3 percent from August 2024 to August 2025, almost entirely due to a decrease in the gasoline index (-8.6 percent). In contrast, indexes for natural gas service (+13.3 percent) and electricity (+7.2 percent) both increased over the year.

All items less food and energy

The index for all items less food and energy rose 0.2 percent in August. Among the component indexes, increases were led by apparel (+2.9 percent), owners’ equivalent rent of residences (+0.3 percent), and recreation (+0.5 percent). In contrast, the index for household furnishings and operations (-0.3 percent) declined over the month.

The index for all items less food and energy advanced 3.0 percent over the year. A 4.7-percent rise in the owners’ equivalent rent of residences index was the major contributing factor in component increases. The indexes for medical care services (+3.6 percent), rent of primary residence (+4.8 percent), and household furnishings and operations (+4.8 percent) also contributed to the rise. The index for lodging away from home declined over the 12-month period.

The Midwest region Consumer Price Index for September 2025 is scheduled to be released on Wednesday, October 15, 2025.

Changes to the health insurance index

With the release of October 2025 data on November 13, 2025, the Bureau of Labor Statistics (BLS) will remove long-term care (LTC) insurance from the health insurance index. Changes in the market for LTC insurance have made it out of scope and ineligible for pricing in the CPI market basket.

Technical Note

The [Consumer Price Index](#) (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Consumer Price Index for the Midwest region is published monthly. The set of components and sub-aggregates published for regional and metropolitan indexes is more limited than at the U.S. city average level; these indexes are byproducts of the national CPI program.

The **Midwest region** is comprised of Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.

Refer to the national [CPI news release technical note](#) or the [Handbook of Methods](#) for more information.

Table 1. Midwest region CPI-U by expenditure category for August 2025, not seasonally adjusted (1982-84=100 unless otherwise noted)

Expenditure category	Indexes				Percent change from:		
	Historical data	Jun. 2025	Jul. 2025	Aug. 2025	Aug. 2024	Jun. 2025	Jul. 2025
All items		299.529	299.836	300.753	2.8	0.4	0.3
All items (December 1977 = 100)		487.350	487.850	489.341	-	-	-
Food and beverages		324.690	324.255	326.496	3.2	0.6	0.7
Food		326.297	325.767	328.096	3.2	0.6	0.7
Food at home		297.298	295.847	298.807	3.0	0.5	1.0
Cereals and bakery products		343.292	338.643	342.002	1.3	-0.4	1.0
Meats, poultry, fish, and eggs		331.587	333.221	338.337	6.1	2.0	1.5
Dairy and related products		250.552	251.794	252.101	2.9	0.6	0.1
Fruits and vegetables		319.934	320.627	328.362	4.1	2.6	2.4
Nonalcoholic beverages and beverage materials		224.799	218.873	221.423	3.6	-1.5	1.2
Other food at home		263.419	262.001	262.431	0.9	-0.4	0.2
Food away from home		374.352	375.610	376.666	3.6	0.6	0.3
Alcoholic beverages		301.958	302.965	303.880	2.1	0.6	0.3
Housing		306.269	307.119	307.471	4.4	0.4	0.1
Shelter		367.531	368.499	369.611	3.9	0.6	0.3
Rent of primary residence		371.382	372.598	373.825	4.8	0.7	0.3
Owners' equivalent rent of residences ⁽¹⁾		376.508	377.795	378.753	4.7	0.6	0.3
Owners' equivalent rent of primary residence ⁽¹⁾		376.399	377.676	378.635	4.7	0.6	0.3
Fuels and utilities		302.248	301.527	299.412	7.3	-0.9	-0.7
Household energy		248.463	247.621	245.338	8.4	-1.3	-0.9
Energy services		257.665	256.918	254.503	8.4	-1.2	-0.9
Electricity		266.313	267.940	268.613	7.2	0.9	0.3
Utility (piped) gas service		223.375	219.114	212.245	13.3	-5.0	-3.1
Household furnishings and operations		145.288	146.647	146.150	4.8	0.6	-0.3
Apparel		121.256	118.745	122.184	1.2	0.8	2.9
Transportation		262.577	262.629	263.311	-0.1	0.3	0.3
Private transportation		261.740	262.479	262.968	-0.1	0.5	0.2
New and used motor vehicles ⁽²⁾		127.365	127.889	127.927	2.3	0.4	0.0
New vehicles		173.313	173.304	173.468	0.7	0.1	0.1
New cars ⁽³⁾		167.837	168.095	167.924	0.6	0.1	-0.1
Used cars and trucks		187.538	188.932	189.316	5.4	0.9	0.2
Motor fuel		279.272	278.312	282.290	-8.5	1.1	1.4
Gasoline (all types)		279.088	277.751	281.891	-8.6	1.0	1.5
Gasoline, unleaded regular ⁽³⁾		270.413	269.007	273.177	-8.9	1.0	1.6
Gasoline, unleaded midgrade ⁽³⁾⁽⁴⁾		334.956	334.412	338.112	-7.7	0.9	1.1
Gasoline, unleaded premium ⁽³⁾		322.699	322.268	325.437	-6.5	0.8	1.0
Medical care		569.926	571.648	572.270	2.8	0.4	0.1
Medical care commodities		394.902	395.971	395.675	-0.4	0.2	-0.1
Medical care services		628.264	630.212	631.185	3.6	0.5	0.2
Professional services		485.310	487.287	484.230	3.4	-0.2	-0.6
Recreation ⁽²⁾		143.978	144.889	145.661	2.6	1.2	0.5
Education and communication ⁽²⁾		143.737	143.723	143.700	0.0	0.0	0.0
Tuition, other school fees, and childcare ⁽⁵⁾		1,354.088	1,358.311	1,358.624	1.9	0.3	0.0
Other goods and services		574.322	573.208	572.559	2.8	-0.3	-0.1
(1) Indexes on a December 1982=100 base. (2) Indexes on a December 1997=100 base. (3) Special index based on a substantially smaller sample. (4) Indexes on a December 1993=100 base. (5) Indexes on a December 1977=100 base.							
- Data not available. Note: Index applies to a month as a whole, not to any specific date.							

Table 2. Midwest region CPI-U by special aggregate index for August 2025, not seasonally adjusted (1982-84=100 unless otherwise noted)

Special aggregate index	Indexes				Percent change from:		
	Historical data	Jun. 2025	Jul. 2025	Aug. 2025	Aug. 2024	Jun. 2025	Jul. 2025

Special aggregate index	Indexes				Percent change from:		
	Historical data	Jun. 2025	Jul. 2025	Aug. 2025	Aug. 2024	Jun. 2025	Jul. 2025
All items		299.529	299.836	300.753	2.8	0.4	0.3
Food		326.297	325.767	328.096	3.2	0.6	0.7
Energy		263.912	263.011	263.429	-0.3	-0.2	0.2
All items less food and energy		304.271	304.849	305.594	3.0	0.4	0.2
All items less energy		306.750	307.167	308.139	3.0	0.5	0.3
All items less medical care		286.851	287.087	288.022	2.8	0.4	0.3
All items less shelter		277.532	277.606	278.459	2.3	0.3	0.3
Commodities		219.723	219.642	221.005	1.5	0.6	0.6
Commodities less food		176.469	176.536	177.533	0.6	0.6	0.6
Commodities less food & beverages		172.576	172.623	173.615	0.5	0.6	0.6
Durables		123.614	124.409	124.709	3.6	0.9	0.2
Nondurables		271.689	270.816	272.931	0.7	0.5	0.8
Nondurables less food		226.254	225.124	227.049	-1.7	0.4	0.9
Nondurables less food & beverages		222.027	220.781	222.760	-2.0	0.3	0.9
Services		381.312	382.035	382.453	3.5	0.3	0.1
Services less rent of shelter(1)		405.162	405.637	405.343	3.2	0.0	-0.1
Services less medical care services		363.052	363.680	364.056	3.5	0.3	0.1
(1) Indexes on a December 1982=100 base.							
- Data not available.							
NOTE: Index applies to a month as a whole, not to any specific date.							

Last Modified Date: Thursday, September 11, 2025

U.S. BUREAU OF LABOR STATISTICS
 Mountain-Plains Information Office
 Two Pershing Square Building Suite 1190
 2300 Main Street
 Kansas City, MO 64108

Telephone: 816-285-7000_
 www.bls.gov/regions/mountain-plains
[Contact Mountain-Plains](#)

**City Council Meeting
December 1, 2025**

TO: Mayor and City Council

FROM: Austin St. John, City Administrator

RE: Employee Handbook – Recommended Updates and Revisions

ACTION: Consider approval of the recommended updates to the Employee Handbook, or return the item on December 15, 2025 for final approval.

Background:

Staff, in consultation with the City Attorney, completed a comprehensive review of the City's Employee Handbook. This effort ensures that policies remain aligned with current operational practices, legal requirements, and council-approved directives. A table summarizing specific revisions is included in the council packet and the Employee Handbook is red/blue lined showing where changes have been made, which include grammatical changes that aren't included in the summary table.

Analysis:

The proposed changes modernize, clarify, and strengthen City policies, including updates to current practices, legal review recommendations, improved administrative clarity, and the addition of new policy sections. Collectively, these revisions enhance consistency, ensure legal compliance, and support effective personnel administration.

Financial Considerations:

There are no direct costs associated with adopting the recommended handbook revisions. Any future training or administrative expenses would be incorporated into departmental budgets or addressed through the budget process.

Legal Considerations:

The City Attorney has reviewed the proposed changes for legal sufficiency. Updates related to disciplinary processes, termination procedures, and conflict-of-office rules reflect statutory requirements and reduce potential legal exposure. Adoption of the revised handbook will provide clearer administrative guidelines and reinforce consistent application of City policies.

Recommendation:

Staff recommends that the City Council approve the recommended Employee Handbook revisions at the December 1, 2025 meeting. The Council may alternatively choose to place final approval on the December 15, 2025 agenda to allow additional review time.

Option A:

I move the City Council approve the recommended revisions to the Employee Handbook as presented and approve Resolution 2025-11 replacing the City's Employee Handbook with a Manual Entitled "City of Mulvane, Employee Handbook, January 2026 Edition."

Option B:

I move the City Council table the item and direct staff to return it for consideration at the December 15, 2025 meeting.

City of Mulvane – Employee Handbook Update Summary Table

Section	Change Type	Summary of Update
Table of Contents	New Addition	Added new sections, AC and AD to Table of Content
Section A. General A-3 to A-5	Revisions	Clarified HR authority;
B-2 Job Descriptions & B-3 Pay Matric	Revisions	Updated sections to reflect current processes.
D-5. Overtime Work	New Addition	Adding what is already practiced for “call out” pay in the Public Works/Utilities Department
E-1 House of Work	Revisions	Updated to current processes.
E-6 Funeral Leave	Revisions	Added language for one working day of funeral leave for family outside the defined “immediate family” in C-1(e)
F-6 Health Care Program - Dental	Revisions	Added language to comply with policy passed by council.
G-4 Procedure for Disciplinary Action	Revisions	Removed language about not writing down verbal warnings.
G-6 Causes for Termination	Revisions	With recommendation from City Attorney, removed language allowing for notice and a hearing before an employee can be terminated.
J-2 Running for Public Office	Revisions	Added language clarifying incompatibility/conflict of office if an employee decides to run for public office.

L-4 Uniforms	Revisions	Combined two paragraphs that were redundant.
M-1 Residency	Revisions	Added language for employees to provide their physical address
Q-2 Electronic Mail	Revisions	Removed the paragraph allowing for personal use of city e-mail.
T-5 Investigations	Revisions	Went into more detail about the process of investigations when complaints are made.
W-5 Social Media after Working Hours	Revisions	Update of terminology.
Y-3 Authorized Expenses	Revisions	Combined meal expenses with tips, making it clearer how much an expenditure can be. Upped the amount by \$5.00 per meal to match current economic climate.
Section AD Limited English Proficiency (LEP) Plan	New Addition	Limited English Proficiency (LEP) Plan added including identification of LEP individuals, assistance measures, staff training, and monitoring requirements.

RESOLUTION NO. 2025-11

A RESOLUTION REPLACING THE CITY’S EMPLOYEE HANDBOOK WITH A MANUAL ENTITLED, “CITY OF MULVANE, EMPLOYEE HANDBOOK, JANUARY 2026 EDITION.”

WHEREAS, the governing body of the City of Mulvane, Kansas (the “City”) previously adopted Resolution No. 2023-6 on December 4, 2023 adopting the January 2024 Edition of its Employee Handbook; and

WHEREAS, the governing body of the City of Mulvane, Kansas desires to replace the January 2024 Edition of its Employee Handbook.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MULVANE, SEDGWICK AND SUMNER COUNTIES, STATE OF KANSAS:

Section 1. Resolution No. 2023-6 is hereby repealed.

Section 2. All previous handbooks are hereby deemed obsolete and are replaced and superseded by the City of Mulvane, Employee Handbook, January 2026 Edition (the “2026 Edition”). Two (2) copies of the 2026 Edition shall be marked or stamped “Official Copy as adopted by the City of Mulvane, Resolution No. 2025-11” and shall be filed in the City Clerk’s office and open for public inspection at all reasonable office hours.

Section 3. The employee manual entitled “City of Mulvane, Employee Handbook, January 2026 Edition” (a true and correct copy of which is attached hereto and made a part hereof) be and the same is hereby adopted to be effective from and after the date of adoption of this Resolution.

PASSED, ADOPTED AND APPROVED by the governing body of the City of Mulvane, Kansas this 1st day of December, 2025.

CITY OF MULVANE, KANSAS

[seal]

Brent Allen, Mayor

ATTEST:

Debra M. Parker, City Clerk

**CITY COUNCIL MEETING
MULVANE, KANSAS
December 1, 2025**

TO: Mayor and City Council
SUBJECT: Phase 3 - Main A Sanitary Sewer Improvements
FROM: Chris Young, City Engineer - Young & Associates, PA
ACTION: Review/Approve Change Order No. 4 with Apex Excavating, LLC

Background:

The Main A Sanitary Sewer project is the result of a 2001 Sanitary Sewer System Analysis and a study update completed in 2021. Phases 1 and 2 of the Main A SS project were completed and placed into service in September of 2023 and April of 2024 respectively. A NTP with Phase 3 was approved on January 6, 2025.

Analysis:

In late July of 2025 all Phase 3 sanitary sewer installations had been completed and flow transferred into the new line. A certificate of substantial completion and punch-list were issued on September 9, 2025. Apex and City staff are addressing some warranty work associated with pavement work along 3rd Ave.

Final as-built material quantities have been field measured and compared to bid quantities. The following final quantity adjustments have been identified:

- Deduct (\$9,281.20) from the Base Bid.
- Deduct (\$10,577.00) from Change Orders 2 and 3.
- Add \$9,201.06 for additional erosion control mat and drainage structure replacement.

Financial Considerations:

A total construction cost DEDUCT in the amount of \$10,657.44 has been prepared and detailed in the attached Change Order No. 4. Pending the City Council's approval of Change Order No. 4, the total Phase 3 construction costs are as follows:

Current Contract amount (including CO No.'s 1, 2 and 3) = \$1,294,286.07
 Total Contract amount (including CO No 4) = \$1,283,628.63

Legal Considerations:

Per City Attorney.

Recommendation/Action:

Staff has reviewed the change order requested and recommends approving Change Order No. 4 in the amount of \$10,657.44 as outlined in the following Sample Motion:

Sample Motion -

I move the City approve Change Order No. 4 with Apex Excavating, LLC in the deduct amount of (\$10,657.44) and authorize the City Administrator to sign.



Main "A" Sanitary Sewer Improvements - Project Phasing Map

CONTRACT CHANGE ORDER NO. 4

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

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

Date: October 22, 2025

1. The following changes are hereby made to the CONTRACT DOCUMENTS:
 - 1.1 Adjustments to quantities and amounts in the Base Bid with Add Alternate A based on final as-built quantities, DEDUCT (\$9,281.50).
 - 1.2 Adjustments to quantities and amounts in Change Orders 2 and 3 (full pavement removal & replacement along 3rd Ave.) based on final as-built quantities, DEDUCT (\$10,577.00).
 - 1.3 Additional work requested by the City, ADD \$9,201.06.

Net change in Contract Amount = (\$10,657.44)

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

- 2.1 Original Contract Amount (Sanitary Sewer Improvements)\$1,187,155.00
- 2.2 Current Contract Amount adjusted by previous Change Orders..... \$1,294,286.07
- 2.3 Net Decrease in Contract Amount due to this Change Order..... (\$10,657.44)
(see attached "Change Order No. 4 Exhibit")
- 2.4 Total Revised Contract Amount, including this Change Order..... \$1,283,628.63

3. The following changes are hereby made to the CONTRACT TIME:

No change in contract time.

Original Contract Time..... 120 Calendar Days

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

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

CHANGE ORDER AUTHORIZATION:

Change Order No. 4 Requested by:
CONTRACTOR

Change Order No. 4 Recommended by:
RESIDENT PROJECT REPRESENTATIVE

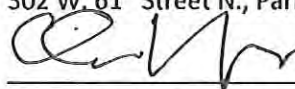
Change Order No. 4 Accepted by:
OWNER

John Mies
Digitally signed by John Mies
DN: C=US, E=johnm@apexexc.com,
O="Apex Excavation, LLC", OU=Apex
Utilities, CN=John Mies
Date: 2025.11.19 10:33:35-06'00'

11/19/2025

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

Date



11/19/2025

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

Date

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

Date

Phase 3 - Main "A" Sanitary Sewer Improvements
City of Mulvane, Sumner Sedwick County, Kansas

1. Final quantity adjustments to Base Bid w/Add Alternate A:

A field check of the as-built quantities indicate the following quantities and amounts INCREASED:

Bid Item No.	Description	Quantity Increase	Units	Unit Price Bid	Amount
1.	21" Sanitary Sewer	13	LF	\$ 150.00	\$ 1,950.00
4.	8" Sanitary Sewer	10	LF	75.00	750.00
17.	Asphalt Pavement Removal	45	SY	25.00	1,125.00
21.	Concrete Valley Gutter Removal	1	SY	125.00	125.00
24.	Asphalt Pavement Patch	43	SY	60.00	2,580.00
28.	4" Concrete Sidewalk	97	SF	25.00	2,425.00
31.	Abandon Exist. Sanitary Sewer Manhole	2	EA	7,335.00	14,670.00
A.1	5" AC Pavement on 5" Rein. Crushed Rock Base	49	LF	60.00	2,940.00

Sub-Total Increase = \$ 26,565.00

A field check of the as-built quantities indicate the following quantities and amounts DECREASED:

Bid Item No.	Description	Quantity Decrease	Units	Unit Price Bid	Amount
3.	12" Sanitary Sewer	(10)	LF	\$ 95.00	\$ (950.00)
5.	6" Sanitary Sewer	(10)	LF	70.00	(700.00)
8.	Connect to Exist. Manholes	(2)	LS	3,740.00	(7,480.00)
12.	21" x 4" Tee & Riser	(4)	EA	3,070.00	(12,280.00)
18.	Concrete Curb & Gutter Removal	(62)	LF	20.00	(1,240.00)
19.	Concrete Pavement Removal	(145)	SF	20.00	(2,900.00)
22.	Concrete Sidewalk Removal	(54)	SF	10.00	(540.00)
25.	6" Concrete Pavement	(218)	SF	8.00	(1,744.00)
26.	7" Concrete Valley Gutter	(29)	SY	90.00	(2,610.00)
27.	Concrete Curb & Gutter	(1)	LF	82.50	(82.50)
29.	Handicap Ramp	(1)	EA	950.00	(950.00)
A.2	7" Reinforced Concrete Valley Gutter	(12)	SY	170.00	(2,040.00)
A.3	Concrete Curb & Gutter Replacement	(28)	LF	50.00	(1,400.00)
A.4	4" Concrete Sidewalk	(93)	SF	10.00	(930.00)

Sub-Total Decrease = \$ (35,846.50)

Sub-Total Base Bid w/Alternate A, DEDUCT Amount = \$ (9,281.50)

2. Final quantity adjustments to Change Orders 2 and 3 (full pavement removal & replacement along 3rd Ave.):

A field check of the as-built quantities indicate the following quantities and amounts INCREASED:

Description	Quantity Increase	Units	Unit Price	Amount
Concrete Valley Gutter Removal (CO No. 2)	13.8	SY	\$ 125.00	\$ 1,725.00
7" Reinforced Concrete Valley Gutter (CO No. 2)	11.9	SY	170.00	2,023.00
Asphalt Pavement Removal (CO No. 3)	3.0	SY	25.00	75.00

Sub-Total Increase = \$ 3,823.00

A field check of the as-built quantities indicate the following quantities and amounts DECREASED:

Description	Quantity Decrease	Units	Unit Price	Amount
5" AC Pavement on 5" Rein. Crushed Rock Base (CO No. 2)	(95.0)	SY	\$ 60.00	\$ (5,700.00)
5" AC Pavement on 5" Rein. Crushed Rock Base (CO No. 3)	(145.0)	SY	60.00	(8,700.00)

Sub-Total Decrease = \$ (14,400.00)

Sub-Total Change Orders 2 and 3, DEDUCT Amount = \$ (10,577.00)

EXHIBIT A - CHANGE ORDER NO. 4

(DRAFT) Date Prepared: 10/22/2025

Phase 3 - Main "A" Sanitary Sewer Improvements
City of Mulvane, Sumner Sedwick County, Kansas

3. Additional work requested by the City:

Refer to attached 10/22/25 email request from Apex:

Description	Quantity	Units	Unit Price	Amount
Provide and install erosion control mat along 3rd Ave.	1	LS	\$ 2,060.30	\$ 2,060.30
Replace existing concrete drain w/70 LF 10" DI CL Pipe at the intersection of 3rd Ave. and Mulvane St.	1	LS	\$ 7,140.76	7,140.76

Sub-Total Additional Work, ADD Amount = \$ 9,201.06

TOTAL CHANGE ORDER NO. 4 DEDUCT AMOUNT = \$ (10,657.44)

Christopher Young

From: John Mies <johnm@apexexc.com>
Sent: Tuesday, October 21, 2025 4:21 PM
To: Christopher Young
Cc: Kent B; Edgardo Flores
Subject: CO#5 - Storm Drain Pipe Repair
Attachments: CO#5 - Storm Drain Pipe Repair.pdf

Chris,

Please see the attached change order for the storm drain repair and box removal. Let us know if you have any questions.

Thank you,



Estimator
302 W 61st Street N, Park City, KS 67204
Office: 316.943.0774
Email: johnm@apexexc.com



302 W 61st Street N.
Park City, KS 67204

Phone: (316) 943-0774

Estimator: John Mies
Email: johnm@apexexc.com

October 21, 2025

To: Young & Assoc.

CO#5:
Wichita, KS

Apex removed a concrete box, installed 10' DICL Pipe, and 12" SCSP to repair damage to the storm drain system in relation to this project using a mini excavator. The breakdown of the cost is below:

Materials:	\$4,251.60
Mobilization:	\$ 0.00
Labor:	\$1,690.00
Equipment:	\$ 550.00
Overhead:	\$ 649.16
Total:	\$7,140.76

CITY COUNCIL MEETING
MULVANE, KANSAS
 December 1, 2025

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

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

Project Name/Description	Project Status
Phase 3 Main A Sanitary Sewer Improvements <i>(Bond Issue funding)</i>	<u>Completed to Date:</u> All punch-list items have been completed with the exception of addressing a low pavement area left after Apex's full width replacement of 3rd Ave. The City is reviewing a plan to address the low pavement area. <u>Remaining Work:</u> Complete pavement modifications at the north side of 3rd Ave. and Mulvane St. <u>Contract Status:</u> Apex Excavating's current contract amount, including Change Order No. 4 is \$1,283,628.63. This (deduct) change order addressed final as-built quantities. Pay App. No. 4 was submitted on 11/12/25 in the amount of \$479,035.24 which represents 100% of the total current contract amount, less 10% held in retainage.
Phase 4 Main A Sanitary Sewer Improvements <i>(Bond Issue funding)</i>	<u>Completed to Date:</u> SS installations along Charles have been completed to English St. Preliminary work has begun on the K-15 crossing, including installation of the drilling pit between Louis Dr. and K-15. Temporary backfill has been installed where pavement has been removed in Charles St., from Miller Ave. to Martha Ave. (this was done to accommodate holiday traffic in the area). <u>Remaining Work:</u> Complete SS installations in Charles St., install SS casing and pipe under K-15 and continue installations north through the Nye 5th Add'n and Farber properties. <u>Contract Status:</u> <i>(no change)</i> 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 <i>(Municipal Bonds)</i>	<u>Completed to Date:</u> On 11/21/25, McCullough Excavation notified the Y&A (again) stating the work associated with CO No. 1 had been completed. A subsequent field observation as been scheduled to check the work. <u>Remaining Work:</u> Complete CO No. 1 work. <u>Contract Status:</u> <i>(no change)</i> 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 <i>(Special Sales Tax)</i>	<u>Completed to Date:</u> The Contractor has completed site grading for the bridge including adjacent storm sewer inlet and pipe. Some bridge railing revisions have been proposed by the Contractor and are being reviewed by the structural engineer. <u>Remaining Work:</u> Bridge manufacturing, delivery and installation including sidewalk approaches. <u>Contract Status:</u> PSE Contractors' current contract amount is \$280,512.50.
Water Distribution System Study <i>(Water Fund)</i>	<u>Completed to Date:</u> A preliminary draft of the study has been completed and sent to Public Works for review. <u>Remaining Work:</u> Prepare and submit a final draft. <u>Project Schedule:</u> A final draft is scheduled to be completed in December 2025.

City of Mulvane Utility Bills

Due: 12/05/25

				Electric Production	Electric Distribution	Water	Sewer Plant	Sewer System	Admin	Police	Street	Sports Complex	Park	Special Parks	Fire	Ambul 1	Ambul 2	Pool		
ES Building - 910 E. Main	01-3665-02	\$	939.28												\$ 469.64	\$ 469.64			\$ 939.28	
Splash Park- 105 W. Main	04-0720-00	\$	149.15											\$ 149.15					\$ 149.15	
Band Shell - 117 E. Main	04-8770-01	\$	15.05										\$ 15.05						\$ 15.05	
Main St. Park - 117 E. Main	04-8780-01	\$	1.25										\$ 1.25						\$ 1.25	
Pix Center - 101 E Main	04-8800-02	\$	251.79										\$ 251.79						\$ 251.79	
Public Works Building - 410 W. Bridge	05-0001-02	\$	343.97	\$ 43.00	\$ 43.00	\$ 85.99					\$ 171.99								\$ 343.97	
Public Works Building #2 - 410 W Bridge	05-0002-00	\$	186.04								\$ 186.04								\$ 186.04	
Water Pump #3 - 211 N. Second	05-0005-02	\$	1.25			\$ 1.25													\$ 1.25	
Maintenance Shop - 124 Boxelder	05-0015-02	\$	272.38	\$ 27.24	\$ 27.24	\$ 27.24	\$ 27.24	\$ 27.24			\$ 136.19								\$ 272.38	
Utility Shop - 120 Boxelder	05-0025-02	\$	270.60	\$ 45.10	\$ 45.10	\$ 90.20	\$ 45.10	\$ 45.10											\$ 270.60	
Lift Station - 0 Industrial Dr.	05-0070-02	\$	10.17					\$ 10.17											\$ 10.17	
Sewage Disposal Plant - 1441 N. Pope Dr.	05-0098-01	\$	2,415.33				\$ 2,415.33												\$ 2,415.33	
2011 Sewage Disposal Plant - 1441 N. Pope Dr.	05-0099-01	\$	5,687.71				\$ 5,687.71												\$ 5,687.71	
Sewer Chemical Injection - 1441 N. Pope Dr.	05-0101-01	\$	217.64					\$ 217.64											\$ 217.64	
Sewage Disposal Head Works - 1441 N. Pope Dr.	05-0102-01	\$	1,344.91				\$ 1,344.91												\$ 1,344.91	
Sewer Vehicle Storage - 1441 N. Pope Dr.	05-0103-01	\$	88.45				\$ 88.45												\$ 88.45	
Water Treatment Plant - 100 N. Oliver	05-0150-01	\$	1,027.08			\$ 1,027.08													\$ 1,027.08	
Lift Station -1900 N Rock Road - B	05-0605-01	\$	17.86					\$ 17.86											\$ 17.86	
Water Tower - 1420 N. Rock Road	05-0770-01	\$	6.25			\$ 6.25													\$ 6.25	
E.S. & Police - 1420 N. Rock Road	05-0772-01	\$	15.42						\$ 7.71						\$ 3.86	\$ 3.86			\$ 15.42	
North Sub Station - 8100 E. 111th St. So.	05-0800-03	\$	1.37	\$ 1.37															\$ 1.37	
Sports Complex Concession - 955 E. 111th St. So.	05-0900-01	\$	296.02									\$ 296.02							\$ 296.02	
Sports Complex - 955 E. 111th St. So.	05-0910-01	\$	12.48									\$ 12.48							\$ 12.48	
Swimming Pool - 990 E. 111th St. So.	05-0915-01	\$	231.59														\$ 231.59		\$ 231.59	
Water Reservoir - 9903 E. 111th St. So.	05-0950-01	\$	79.42			\$ 79.42													\$ 79.42	
Dog Shelter - 9903 E. 111th St. So.	05-0960-01	\$	3.82							\$ 3.82									\$ 3.82	
City Building - 211 N. Second	06-9955-01	\$	380.97						\$ 380.97										\$ 380.97	
City Building - 211 1/2 N. Second	06-9960-01	\$	98.07						\$ 98.07										\$ 98.07	
Styx Creek/Pickle Ball Bathrooms	07-0300-00	\$	26.44										\$ 26.44						\$ 26.44	
Parks Department - 507 N. First	12-7500-02	\$	29.23										\$ 29.23						\$ 29.23	
Parks Department - 507 N. First	12-7550-02	\$	79.26										\$ 79.26						\$ 79.26	
Parks Department - 507 N. First	12-7600-01	\$	43.36										\$ 43.36						\$ 43.36	
SW Lift - 0 Rockwood/Circle Dr.	15-7950-01	\$	129.00					\$ 129.00											\$ 129.00	
Lift Station - 0 Trail Dr.	16-7975-01	\$	37.65					\$ 37.65											\$ 37.65	
Ambulance #2 - 911 Kansas Star Dr.	25-4040-01	\$	43.19														\$ 43.19		\$ 43.19	
Police Department-420 E Main	01-1680-04	\$	36.20							\$ 36.20									\$ 36.20	
Police Department-410 E Main	01-1690-07	\$	862.52							\$ 862.52									\$ 862.52	
		\$	15,652.17	\$ 116.70	\$ 115.33	\$1,317.43	\$ 9,608.74	\$ 484.66	\$ 479.04	\$ 910.25	\$ 494.22	\$308.50	\$ 446.38	\$ 149.15	\$473.50	\$473.50	\$ 43.19	\$ 231.59	\$15,652.17	\$15,652.17

101-01-511	\$	479.04
101-02-511	\$	1,249.10
101-03-511	\$	473.50
101-04-511	\$	910.25
101-18-511	\$	516.69
219-00-617	\$	149.15
220-00-511	\$	231.59
511-09-511	\$	116.70
511-10-511	\$	115.33
512-13-511	\$	1,317.43
513-11-511	\$	9,608.74
513-12-511	\$	484.66
	\$	15,652.17



November 25, 2025

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

Re: **Grading and Utility Improvements to serve,**
Emerald Valley Estates 2nd Addition, Mulvane, Sedgwick County, Kansas
Y&A Project No. 24-504

Dear Mr. St. John:

Transmitted herewith is a signed PDF copy of Payment Application No. 7 from McCullough Excavation, Inc. for the above referenced project. Based on field observations performed on November 25, 2025 we concur with the amount of \$1,193.40 as requested.

Payment Application No. 7 represents 100.0% of the total contract amount. With the exception of punch-list items, we estimate approx. 100.0% of the total work as been completed to date. Per the contract documents, 10% of the value of the work has been retained.

Pending your approval, please sign and return (1) one copy to the Contractor with payment, retain (1) one copy for your file, and provide (1) one copy to our office for our records.

If you have questions or need any additional information, please feel free to contact me at (316)788-2552 or by email at engineering@yngpa.com.

Very truly yours,
YOUNG & ASSOCIATES, PA

Christopher R. Young, PE
City Engineer

Attachments

Contractor's Application for Payment No. 7

Application Period: October 1st thru October 31st		Application Date: October 20, 2025
To (Owner): City of Mulvane, KS	From (Contractor): McCullough Excavation, Inc.	Via (Engineer): Young and Associates
Project: Emerald Valley Estates 2nd Addition	Contract:	
Owner's Contract No.:	Contractor's Project No.: 24171	Engineer's Project No.:

Application For Payment Change Order Summary

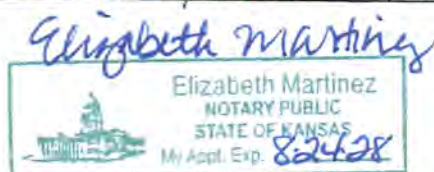
Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....		\$ 1,174,970.00
Number	Additions	Deductions	2. Net change by Change Orders.....		\$ 1,326.00
I	\$1,326.00		3. Current Contract Price (Line 1 + 2).....		\$ 1,176,296.00
			4. TOTAL COMPLETED AND STORED TO DATE		
			(Column F total on Progress Estimates).....		\$ 1,176,296.00
			5. RETAINAGE:		
			a. 10% X \$1,176,296.00 Work Completed.....		\$ 117,629.60
			b. 10% X \$0.00 Stored Material.....		\$ 0.00
			c. Total Retainage (Line 5.a + Line 5.b).....		\$ 117,629.60
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....		\$ 1,058,666.40
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....		\$ 1,057,473.00
			8. AMOUNT DUE THIS APPLICATION.....		\$ 1,193.40
			9. BALANCE TO FINISH, PLUS RETAINAGE		
			(Column G total on Progress Estimates + Line 5.c above).....		\$ 1,176,296.00
TOTALS	\$1,326.00	\$0.00			
NET CHANGE BY CHANGE ORDERS	\$1,326.00				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: By McCullough, Vice Pres. Date: 10/20/2025



Payment of: \$ 1,193.40
 (Line 8 or other - attach explanation of the other amount)
 is recommended by: [Signature] 11/25/25
 (Engineer) (Date)
 Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)
 is approved by: _____
 (Owner) (Date)
 Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Emerald Valley Estates 2nd Addition										Application Number: 7																					
Application Period: October 1st thru October 31st										Application Date: October 20, 2025																					
A		B		C		D		E		F		G		H		I		J		K		L		M							
Item				Contract Information				Estimated Quantity Installed		Value of Work Installed to Date		WORK COMPLETED				Materials Presently Stored (not in H)		Total Completed and Stored to Date (D + E)		% (F / B)		Balance to Finish (B - F)									
Bid Item No.		Description				Item Quantity		Units		Unit Price		Total Value of Item (\$)				From Previous Applications		This Period													
		<u>Mass Grading</u>																													
1		Earthwork, complete in place per lump sum				1		LS		\$120,250.00		\$120,250.00		1		\$120,250.00		\$120,250.00		\$0.00		\$0.00		\$120,250.00		100.0%		\$0.00			
2		34"x22" RCPHE Storm Sewer, Complete in place per linear foot				44		LF		\$150.00		\$6,600.00		44		\$6,600.00		\$6,600.00		\$0.00		\$0.00		\$6,600.00		100.0%		\$0.00			
3		34"x22" RCPHE End Section, complete in place per each				2		EA		\$1,500.00		\$3,000.00		2		\$3,000.00		\$3,000.00		\$0.00		\$0.00		\$3,000.00		100.0%		\$0.00			
4		Modular Block Wall, complete in place per linear foot				120		LF		\$129.00		\$15,480.00		120		\$15,480.00		\$15,480.00		\$0.00		\$0.00		\$15,480.00		100.0%		\$0.00			
5		Light-Type Stone Rip-Rap on Geotextile Liner, complete in place				245.3		SY		\$85.00		\$20,850.50		245.3		\$20,850.50		\$20,850.50		\$0.00		\$0.00		\$20,850.50		100.0%		\$0.00			
6		Soil Retention Blanket, complete in place per square yard				1479		SY		\$1.90		\$2,810.10		1479		\$2,810.10		\$2,810.10		\$0.00		\$0.00		\$2,810.10		100.0%		\$0.00			
7		Seeding and Erosion Control, complete in place per lump sum				1		LS		\$34,744.00		\$34,744.00		1		\$34,744.00		\$34,744.00		\$0.00		\$0.00		\$34,744.00		100.0%		\$0.00			
8		Site Clearing and Restoration, complete in place per lump sum				1		LS		\$79,725.40		\$79,725.40		1		\$79,725.40		\$79,725.40		\$0.00		\$0.00		\$79,725.40		100.0%		\$0.00			
9		CO #1 Additional Erosion Control Mat				1		LS		\$1,326.00		\$1,326.00		1		\$1,326.00		\$1,326.00		\$0.00		\$1,326.00		\$0.00		\$1,326.00		100.0%		\$0.00	
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Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
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Page 1 of 1

For (Contract): Emerald Valley Estates 2nd Addition									Application Number 7				
Application Period: October 1st thru October 31st									Application Date: October 20, 2025				
A	B	C	D	E	F	G	H	I	J	K	L	M	
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED		Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)			From Previous Applications	This Period				
	Storm Water Drain												
1	15" RCP Storm Sewer, complete in place per linear foot	77	LF	\$70.00	\$5,390.00	77	\$5,390.00	\$5,390.00	\$0.00		\$5,390.00	100.0%	\$0.00
2	18" RCP Storm Sewer, complete in place per linear foot	38	LF	\$75.00	\$2,850.00	38	\$2,850.00	\$2,850.00	\$0.00		\$2,850.00	100.0%	\$0.00
3	24" RCP Storm Sewer, complete in place per linear foot	181	LF	\$80.00	\$14,480.00	181	\$14,480.00	\$14,480.00	\$0.00		\$14,480.00	100.0%	\$0.00
4	24" ASP Storm Sewer, complete in place per linear foot	448	LF	\$85.00	\$38,080.00	448	\$38,080.00	\$38,080.00	\$0.00		\$38,080.00	100.0%	\$0.00
5	30" ASP Storm Sewer, complete in place per linear foot	137	LF	\$95.00	\$13,015.00	137	\$13,015.00	\$13,015.00	\$0.00		\$13,015.00	100.0%	\$0.00
6	30"x19" RCPHE Storm Sewer, complete in place per linear foot	130	LF	\$95.00	\$12,350.00	130	\$12,350.00	\$12,350.00	\$0.00		\$12,350.00	100.0%	\$0.00
7	34"x22" RCPHE Storm Sewer, complete in place per linear foot	39	LF	\$110.00	\$4,290.00	39	\$4,290.00	\$4,290.00	\$0.00		\$4,290.00	100.0%	\$0.00
8	30"x19" RCPHE End Sections, complete in place per each	2	EA	\$2,500.00	\$5,000.00	2	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100.0%	\$0.00
9	30" ASP End Sections, complete in place per each	1	EA	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	\$0.00		\$2,500.00	100.0%	\$0.00
10	Flushed and Vibrated Sand Backfill, complete in place per linear foot	220	LF	\$3.00	\$660.00	220	\$660.00	\$660.00	\$0.00		\$660.00	100.0%	\$0.00
11	Light-Type Stone Rip-Rap on Geotextile Liner, complete in place per square yard	106	SY	\$100.00	\$10,600.00	106	\$10,600.00	\$10,600.00	\$0.00		\$10,600.00	100.0%	\$0.00
12	Curb Inlet, Type 1-A (L=6', W=4'), complete in place per each	2	EA	\$8,300.00	\$16,600.00	2	\$16,600.00	\$16,600.00	\$0.00		\$16,600.00	100.0%	\$0.00
13	Curb Inlet, Type 1-A (L=10', W=4'), complete in place per each	4	EA	\$8,300.00	\$33,200.00	4	\$33,200.00	\$33,200.00	\$0.00		\$33,200.00	100.0%	\$0.00
14	Curb Inlet, Type 1-A (L=10', W=5'), complete in place per each	2	EA	\$7,300.00	\$14,600.00	2	\$14,600.00	\$14,600.00	\$0.00		\$14,600.00	100.0%	\$0.00
15	Seeding and Erosion Control, complete in place per lump sum	1	LS	\$427.00	\$427.00	1	\$427.00	\$427.00	\$0.00		\$427.00	100.0%	\$0.00
16	Site Clearing and Restoration, complete in place per lump sum	1	LS	\$20,138.00	\$20,138.00	1	\$20,138.00	\$20,138.00	\$0.00		\$20,138.00	100.0%	\$0.00
17					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
18					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
19					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Totals				\$194,180.00		\$194,180.00		\$0.00		\$0.00	100.0%	\$0.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract) Emerald Valley Estates 2nd Addition										Application Number: 7							
Application Period: October 1st thru October 31st										Application Date: October 20, 2025							
A	B					C	D	E	F	G	H	I	J	K	L		M
Item						Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED		Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No	Description					Item Quantity	Units	Unit Price	Total Value of Item (\$)			From Previous Applications	This Period				
	<u>Water Line</u>																
1	12" Water Line, complete in place per linear foot					676	LF	\$80.00	\$54,080.00	676	\$54,080.00	\$54,080.00	\$0.00		\$54,080.00	100.0%	\$0.00
2	12" DI CL SJ Water Line Pipe, complete in place per linear					2	LF	\$85.00	\$170.00	2	\$170.00	\$170.00	\$0.00		\$170.00	100.0%	\$0.00
3	8" Water Line Pipe, complete in place per linear foot					2550	LF	\$60.00	\$153,000.00	2550	\$153,000.00	\$153,000.00	\$0.00		\$153,000.00	100.0%	\$0.00
4	8" DI CL SJ Water Line Pipe, complete in place per linear foot					16	LF	\$65.00	\$1,040.00	16	\$1,040.00	\$1,040.00	\$0.00		\$1,040.00	100.0%	\$0.00
5	Fire Hydrant Assembly, complete in place per each					5	EA	\$5,500.00	\$27,500.00	5	\$27,500.00	\$27,500.00	\$0.00		\$27,500.00	100.0%	\$0.00
6	12" Anchor Valve Assembly (Special), complete in place per each					1	EA	\$5,100.00	\$5,100.00	1	\$5,100.00	\$5,100.00	\$0.00		\$5,100.00	100.0%	\$0.00
7	8" Valve Assembly, complete in place per each					7	EA	\$4,700.00	\$32,900.00	7	\$32,900.00	\$32,900.00	\$0.00		\$32,900.00	100.0%	\$0.00
8	Flushed and Vibrated Sand Backfill, complete in place per linear foot					190	LF	\$5.00	\$950.00	190	\$950.00	\$950.00	\$0.00		\$950.00	100.0%	\$0.00
9	Seeding and Erosion Control, complete in place per lump sum					1	LS	\$903.00	\$903.00	1	\$903.00	\$903.00	\$0.00		\$903.00	100.0%	\$0.00
10	Site Clearing and Restoration, complete in place per lump sum					1	LS	\$4,837.00	\$4,837.00	1	\$4,837.00	\$4,837.00	\$0.00		\$4,837.00	100.0%	\$0.00
11									\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
12									\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Totals								\$280,480.00		\$280,480.00		\$0.00	\$0.00	\$280,480.00	100.0%	\$0.00



November 18, 2025

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

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

Dear Mr. St. John:

Transmitted herewith is a signed PDF copy of Payment Application No. 4 from Apex Excavation, LLC for the above referenced project. Based on field observations performed on September 9, 2025 we concur with the amount of \$479,035.24 as requested.

Payment Application No. 4 represents 100% of the total contract amount and the Contractor has been issued a certificate of substantial completion (dated September 9, 2025). With the exception of punch-list items, we estimate approx. 100.0% of the total work has been completed to date. Per the contract documents, 10% of the value of the work has been retained to address punch list items.

Pending your approval, please sign and return (1) one copy to the Contractor with payment, retain (1) one copy for your file, and provide (1) one copy to our office for our records.

If you have questions or need any additional information, please feel free to contact me at (316)788-2552 or by email at engineering@yngpa.com.

Very truly yours,
YOUNG & ASSOCIATES, PA

Christopher R. Young, PE
City Engineer

Attachments

APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

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

Payment Application No.: 4
Payment Application Date: 11/12/25
Contract Date: 11/12/24

1.	ORIGINAL CONTRACT AMOUNT	\$	1,187,155.00
2.	Net Change by Change Order	\$	96,473.63
3.	CONTRACT AMOUNT TO DATE (1. + 2.)	\$	1,283,628.63
4.	TOTAL COMPLETED TO DATE (Column C from page 2, 3 and 4)	\$	1,283,628.63
5.	Retainage (Column D from page 2 and 3)	\$128,148.36	
6.	Total Earned, Less Retainage (4. - 5.)	\$	1,155,480.27
7.	Less Previous Payments	\$	676,445.03
8.	Current Payment Due	\$	479,035.24
9.	Balance to Finish (including retainage, 3. - 6.)	\$	128,148.36

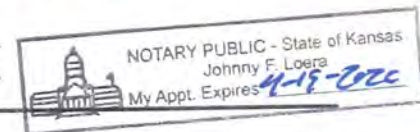
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates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

CONTRACTOR: APEX EXCAVATING
By: Eddie Flores / Project Manager Date: 11/12/25
(Name) (Title) PM

State of Kansas
County of Sedgwick

Subscribed and sworn before me this 12 day of November, 2025.

Notary Public: [Signature]
My Commission Expires: 4-18-2026



Change Order Summary:	Additions	Deductions
CO No. 1	\$ 1,740.00	
CO No. 2	\$ 41,792.50	
CO No. 3	\$ 63,598.57	
CO No. 4		10657.
Sub-Totals	\$ 107,131.07	\$ (10,657.44)
Total Change Order Amount	\$ 96,473.63	

ENGINEER'S CERTIFICATE OF REVIEW:

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

AMOUNT CERTIFIED: \$ 479,035.24

ENGINEER: Young & Associates, PA
By: [Signature] Date: 11/24/25
Christopher R. Young, PE, Project Manager

ACCEPTANCE BY OWNER: City of Mulvane, Kansas
By: _____ Date: _____
Austin St John, City Administrator

APPLICATION FOR PAYMENT

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

Payment Application No.: 4
Payment Application Date: 11/12/2025
Contract Date: 11/14/2024

3
45859.

Item No.	Description	Quant.	Unit s	Scheduled Values		Work Completed from Previous Pay Application		Total Work Completed to Date		Amount Due this Period	Retainage this Period	Total Amount Due this Period, Less Retainage
				Unit Price*	Extension (A)	Previous Quantity	Extension (B)	Quantity To Date	Extension (C)	(C-B)	10% (D)	
1.	21" Sanitary Sewer Pipe	2,023	LF	\$ 150.00	\$303,450.00	2,023.00	\$303,450.00	2,023.00	\$303,450.00	0.00	\$0.00	\$ -
2.	20" CertaLok Sewer Pipe	81	LF	250.00	20,250.00	81.00	\$20,250.00	81.00	\$20,250.00	0.00	0.00	0.00
3.	12" Sanitary Sewer Pipe	64	LF	95.00	6,080.00	64.00	6,080.00	64.00	6,080.00	0.00	0.00	0.00
4.	8" Sanitary Sewer Pipe	96	LF	75.00	7,200.00	96.00	7,200.00	96.00	7,200.00	0.00	0.00	0.00
5.	6" Sanitary Sewer Pipe	10	LF	70.00	700.00		0.00	10.00	700.00	700.00	70.00	630.00
6.	30" Steel Encasement	81	LF	345.00	27,945.00	81.00	27,945.00	81.00	27,945.00	0.00	0.00	0.00
7.	Connect to Existing Sanitary Sewer	3	LS	3,255.00	9,765.00	3.00	9,765.00	3.00	9,765.00	0.00	0.00	0.00
8.	Connect to Existing Manhole	4	LS	3,740.00	14,960.00	4.00	14,960.00	4.00	14,960.00	0.00	0.00	0.00
9.	Standard Sanitary Sewer MH 5' DIA	4	EA	15,195.00	60,780.00	4.00	60,780.00	4.00	60,780.00	0.00	0.00	0.00
10.	Standard Sanitary Outside MH 5' DIA	4	EA	21,090.00	84,360.00	4.00	84,360.00	4.00	84,360.00	0.00	0.00	0.00
11.	Connect to Existing 4" SS Service Line	2	EA	1,575.00	3,150.00	2.00	3,150.00	2.00	3,150.00	0.00	0.00	0.00
12.	21"x4" Tee & Riser Assembly	16	EA	3,070.00	49,120.00	13.00	39,910.00	16.00	49,120.00	9,210.00	921.00	8,289.00
13.	15" Pipe Plug	2	EA	875.00	1,750.00	2.00	1,750.00	2.00	1,750.00	0.00	0.00	0.00
14.	12" Pipe Plug	18	EA	685.00	12,330.00	18.00	12,330.00	18.00	12,330.00	0.00	0.00	0.00
15.	8" Pipe Plug	2	EA	545.00	1,090.00	2.00	1,090.00	2.00	1,090.00	0.00	0.00	0.00
16.	Existing Gravel Surfacing Removal	377	SY	20.00	7,540.00		0.00	377.00	7,540.00	7,540.00	754.00	6,786.00
17.	Existing AC Pavement Removal	1,787	SY	25.00	44,675.00	106.00	2,650.00	1,787.00	44,675.00	42,025.00	4,202.50	37,822.50
18.	Existing C&G & Gutter Removal	268	LF	20.00	5,360.00	38.00	760.00	268.00	5,360.00	4,600.00	460.00	4,140.00
19.	Existing Concrete Pavement Removal	658	SF	20.00	13,160.00	440.00	8,800.00	658.00	13,160.00	4,360.00	436.00	3,924.00
20.	Existing Concrete Toe Wall R&R	34	LF	55.00	1,870.00	34.00	1,870.00	34.00	1,870.00	0.00	0.00	0.00
21.	Existing Conc Valley Gutter Removal	55	SY	125.00	6,875.00		0.00	55.00	6,875.00	6,875.00	687.50	6,187.50
22.	Existing Concrete Sidewalk Removal	1,426	SF	10.00	14,260.00		0.00	1,426.00	14,260.00	14,260.00	1,426.00	12,834.00
23.	Construct Gravel Surfacing	377	SY	30.00	11,310.00		0.00	377.00	11,310.00	11,310.00	1,131.00	10,179.00
24.	Construct AC Pavement	172	SY	60.00	10,320.00	106.00	6,360.00	172.00	10,320.00	3,960.00	396.00	3,564.00
25.	Construct 6" Concrete Pavement	658	SF	8.00	5,264.00	440.00	3,520.00	658.00	5,264.00	1,744.00	174.40	1,569.60
26.	Construct 7" Reinf Conc Valley Gutter	57	SY	90.00	5,130.00		0.00	57.00	5,130.00	5,130.00	513.00	4,617.00
27.	Construct Conc C&G	73	LF	82.50	6,022.50	38.00	3,135.00	73.00	6,022.50	2,887.50	288.75	2,598.75
28.	Construct 4" Conc Sidewalk	46	SF	25.00	1,150.00		0.00	46.00	1,150.00	1,150.00	115.00	1,035.00
29.	Construct Handicap Ramp	1	EA	950.00	950.00		0.00	1.00	950.00	950.00	95.00	855.00
30.	Flushed & Vibrate	1,034	LF	130.00	134,420.00	127.00	16,510.00	1,034.00	134,420.00	117,910.00	11,791.00	106,119.00
31.	Abandon Existing Sanitary Sewer MH	6	EA	7,335.00	44,010.00	6.00	44,010.00	6.00	44,010.00	0.00	0.00	0.00
32.	Seeding & Erosion Control	1	LS	8,839.00	8,839.00		0.00	1.00	8,839.00	8,839.00	883.90	7,955.10
33.	Site Clearing & Restoration	1	LS	137,984.50	137,984.50	0.50	68,992.25	1.00	137,984.50	68,992.25	6,899.23	62,093.03
A.1	Construct 5" AC Pav't on 5" Crushed RK	1,565	SY	60.00	93,900.00		0.00	1,565.00	93,900.00	93,900.00	9,390.00	84,510.00
A.2	Construct 7" Reinf Conc Valley Gutter	38	SY	170.00	6,460.00		0.00	38.00	6,460.00	6,460.00	646.00	5,814.00
A.3	Construct Conc C&G	176	LF	50.00	8,800.00		0.00	176.00	8,800.00	8,800.00	880.00	7,920.00
A.4	Construct 4" Conc Sidewalk	1,213	SF	10.00	12,130.00		0.00	1,213.00	12,130.00	12,130.00	1,213.00	10,917.00
A.5	Construct Handicap Ramp	3	EA	1,265.00	3,795.00		0.00	3.00	3,795.00	3,795.00	379.50	3,415.50
CO1	Change Order #1	20	LF	87.00	1,740.00	20.00	1,740.00	20.00	1,740.00	0.00	0.00	0.00
CO2	Change Order #2	1	LS	41,792.50	41,792.50		0.00	1.00	41,792.50	41,792.50	4,179.25	37,613.25
CO3	Change Order #3	1	LS	63,598.57	63,598.57		0.00	1.00	63,598.57	63,598.57	6,359.86	57,238.71
CO4	Change Order #4	1	LS	-10,657.44	(10,657.44)		0.00	1.00	-10,657.44	-10,657.44	-1,065.74	-9,591.70
Total Current Contract Amount					\$1,283,628.63	113	\$751,367.25		\$1,283,628.63	\$532,261.38	\$53,226.14	\$ 479,035.24

CITY COUNCIL MEETING

December 1st, 2025

TO: Mayor & Council

FROM: Melissa Hudson – Utilities & Public Works Purchasing Agent

SUBJECT: Transformer Inventory

ACTION: Approve purchase of Single Phase Pole Mount Transformers

Background

A minimum quantity of electric distribution transformers is kept in utility inventory in the event of failures within the distribution system. Redundancy is crucial when providing electric power to customers and businesses; therefore, having backup equipment is a must. Electric transformers occasionally fail during service due to lighting, power surges, age, excessive power loading and even accidents.

Analysis

Supply issues and lead times continue to exist in obtaining transformers; therefore, the longer the lead time the lower the cost. We believe that our current inventory is sufficient for the next 2 to 4 years (depending on future development). Nevertheless, analyzing the cost in addition to lead times, I believe it is in the city's best interest to order more transformers now so we can have them later, while purchasing them at a much lower cost. This can be considered as future strategic management/planning, while simultaneously keeping costs down.

RFPs that were sent out that meet or exceed the minimum specifications of the Department of Energy new efficiency standards. In addition to supply chain demands, these new efficiency standards have added to the cost of the equipment needed. All distribution transformers are filled with mineral oil and are safe for the environment.

Financial Considerations

RFP's were sent out for seven (7) 25KVA and three (3) 50KVA single phase pole mount transformers. All three proposals come with an escalation clause stating the cost of equipment can increase by the time it is built and delivered. Below is the total cost including tax and freight. *Procurement Policy standards have been met with this purchase.*

<u>Border States</u>	<u>Midwest Electric</u>	<u>Stanion</u>
\$26,497.47	\$26,018.30	\$33,504.80
Lead time 14 wks	Lead time 14 wks	Lead time 14wks

Legal Considerations

None

Recommendation / Action

Motion to approve the purchase of 10 Single Phase Pole Mount Transformers at a cost of \$26,018.30 including freight & tax from Midwest Electric Transformers. Funds from the Electric Distribution Utility Distribution Addition budget will be utilized for the purchase. Fund # 511-10-546.



City of Mulvane
Melissa Hudson
Mulvane, Kansas

November 18, 2025
Quote Number: 4733-R1

Midwest Electric Transformer Services is pleased to offer the following quotation for your consideration:

Qty: 7)	Remanufactured	
	25 KVA Single Phase Polemount Transformers	Price: \$2,110.00 each
Qty: 3)	50 KVA Single Phase Polemount Transformers	Price: \$3,070.00 each
	Primary Voltage: 12470Y/7200 (95 KV BIL)	
	Secondary Voltage: 120/240 (30 KV BIL)	
	No Taps	
	60 Hz, 65 °C Rise, Standard Impedance	
	1) Cover Mounted HV Bushing	
	3) Sidewall Mounted LV Bushings	
	Double Hangers	
	9/10 kV Lightning Arrester	
	Pressure Relief Valve	
	Protected (CSP) Units	
	Non-PCB Mineral Oil	
	Light Gray Paint	
	New Copper/Copper Windings	
	Shipment: 12-14 Weeks ARO	
	Warranty: 3 Years	
	FOB: Freight Allowed to Kansas	
	Terms: Net 30 Days with prior approved credit.	
	~Pricing valid for 15 days	

If you have any questions or if you need anything additional regarding this quote, please call me at 316-283-7500.

Thank you,

Reed Hammond – VP of Sales
Midwest Electric Transformer Services
785-577-5475
reed@midwesttransformer.com

Standard Terms and Conditions

Revised February 2024

Midwest Electric Transformer Services, Inc.
605 W. Lincoln Blvd, Hesston, KS 67062
316-283-7500 midwesttransformer.com

1. **DEFINITIONS.** As used in these Terms and Conditions (hereinafter, "Terms"), Midwest means Midwest Electric Transformer, Inc. and its employees, agents, officers, assigns, and representatives. "Customer" means the party purchasing a product directly from Midwest. Midwest and Customer may be referred to herein individually as "Party" or collectively as "Parties". "Quote" or "Quoted" refers to only the written quotation document provided by Midwest to the Customer.
2. **TERMS OF SALE.** Should Customer offer to purchase any equipment, services, or other items (hereinafter "Equipment") from Midwest, Midwest's acceptance of such is conditioned upon Customer's assent to these Terms. Any term, provision, or condition in conflict with, in addition to, or in modification of these Terms shall not be binding upon Midwest unless such is accepted in writing by an authorized officer of Midwest. These Terms are not an acceptance of any offer of Customer to purchase, and all offers to purchase made by Customer must be approved and accepted by Midwest. These Terms shall be applicable whether or not they are enclosed with Equipment received by the Customer.
3. **PRICES, PAYMENT TERMS, and SECURITY INTEREST.** Unless agreed to in writing by the Parties, prices quoted by Midwest are current at the date of Quote and shall be subject to revision. Prices shall expire fifteen (15) days from the date of Quote unless Midwest receives a valid and complete purchase order before such time. The amount due shall be paid within the time period specified on the Quote.
4. **TITLE and DELIVERY.** All deliveries shall be FOX or Ex Works ("EXW") Midwest's location. If delivered ("destined" to port, to a freight forwarder, whether arranged by Midwest or by Customer, the freight forwarder will be defined as a representative of Midwest and not of Customer. Risk of loss and title to all Equipment (if paid in full) furnished by Midwest shall pass directly to Customer at Midwest's location. All Delivery dates are estimates and under no circumstances does Midwest guarantee date of delivery.
5. **CANCELLATION OR REVISIONS.** An order may be cancelled or revised only upon written approval by Midwest in its sole discretion. Cancellation charges for a stock (not custom) order shall not be less than 25% of the Equipment price, and due upon invoicing, unless written consent is made by Midwest. In the event Midwest does not approve such cancellation or revision, Customer shall remain liable for the full price of the Equipment ordered.
6. **WARRANTY.** The only warranty applicable to the Equipment shall be such written warranty provided for on the Quote and set forth on corresponding Midwest Warranty document(s). Any warranty provided by Midwest with respect to the Equipment shall have no force or effect unless and until full payment for such Equipment has been received by Midwest.
7. **INDEMNITY and RELEASE.** Customer agrees to indemnify Midwest and hold it harmless from any and all claims and expenses, including attorney's fees and costs, arising from Customer's use of the Equipment. By using the Equipment, Customer hereby agrees to release Midwest from any and all claims, obligations, damages (actual or consequential), and/or cost that Customer may incur arising out of, or in any way, related to the Equipment.
8. **LIMITATION OF DAMAGES.** CUSTOMER UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL CUSTOMER OR ANY THIRD PARTY ENTITLED TO THE RECOVERY OF INDIRECT, EXEMPLARY, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, LIQUIDATED, PUNITIVE, OR OTHER DAMAGES. Customer agrees and acknowledges that no special circumstances are present or contemplated by the Parties that would entitle Customer to consequential or special damages. Customer's maximum remedy for a breach of these Terms is the recovery of monies paid to Midwest for the Equipment involved in the breach.
9. **FORCE MAJEURE.** Midwest shall not be liable for failures in performance due to acts beyond its control, including, but not limited to, acts of God, embargo, stoppage of labor, failure to secure materials of labor from usual sources of supply, riots, acts of war, fire, and acts of governmental or military authorities.

• continues •

10. **MEDIATION, ATTORNEY'S FEES, and GOVERNING LAW.** In the event of any dispute with respect to these Terms or performance of the Parties hereunder which cannot be reasonably settled by the Parties, Midwest and Customer agree to submit the dispute to mediation prior to initiating any litigation. The site of mediation shall be Newton, Kansas, unless another site is mutually agreed to between both Parties. If any action or proceeding shall be commenced to enforce these Terms, or any right arising in connection to these Terms, the prevailing Party shall be entitled to recover from the other Party, reasonable attorneys' fees, costs, and expenses incurred. The Parties agree that the Terms are to be governed and constructed in accordance with the laws of the state of Kansas, and Customer agrees to submit to the jurisdiction of Kansas courts in connection with the contractual relationship embodied in these Terms.
11. **SEVERABILITY, NO-ASSIGNMENT, NON-WAIVER, and ENTIRE AGREEMENT.** Every provision of these Terms is intended to be severable. If any term or provision is illegal, invalid, or unenforceable, such shall not affect the remainder. In lieu of such illegal, invalid, and unenforceable provision, there shall be added automatically, as part of these Terms, provisions similar in terms as necessary to render such provision legal, valid, and enforceable. Midwest's failure to enforce any or all of these Terms shall not constitute a waiver of its rights with respect to the same or any subsequent breach. Customer agrees not to assign or otherwise transfer its rights or obligations under these Terms without written consent of Midwest. These Terms state the entire agreement between the Parties, are binding and controlling, and supersedes all prior proposals and understandings, whether oral or written and all prior communications between the Parties relating to the subject matter of these Terms.

• end •



Quote

Page: 1 of 4

Border States - WIC
3800 W Dora St
Wichita KS 67213-1211
Phone: 316-945-1313

Quote: 28231188
Sold-To Acct #: 209772
Valid From: 10/27/2025 To: 11/03/2025
PO No: Transformer Quote
Payment Terms: NET 25TH PROX (31)

Created By: Landon F. Mason
Tel No: 316-945-1313
Fax No:

CITY OF MULVANE KS
211 N 2ND AVE
MULVANE KS 67110-1500

Inco Terms:
FOB ORIGIN

Ship-to:
CITY OF MULVANE
420 W BRIDGE ST
MULVANE KS 67110

Cust Item	Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000010	- 25 KVA CONV 1P MO POLE TRANSFORMER **LB3B12072Y3GP0G** 25 kVA 12470GY/7200 120/240 kVA 25 kVA 1-Phase Pole-mount Transformer Configuration Completely Self Protected Mounting Provisions Hanger Brackets (Two Set) Temperature Rise 65 degree average winding rise Cooling Class ONAN Insulating fluid Mineral Oil Efficiency Standard DOE 2016 High Voltage 12470GY/7200 High Voltage kV Class 15 kV Class High Voltage BIL 95 kV BIL Taps No Taps Primary Bushings 15 kV Cover Mount (Qty: 1) Primary Arrester VariSTAR, Normal-duty External arrester, UltraSIL Polymer 9 kV (Qty: 1) Overcurrent Protection Cartridge Low Voltage 120/240 Low Voltage kV Class 1.2 kV Class Low Voltage BIL 30 kV BIL Secondary Bushings 13/16 Eyebolt with 3/8-16 stud (polymer) (Qty:3) Secondary Breaker Secondary Breaker Coatings ANSI 70 Sky Gray - Munsell 5.0BG 7.0/0.4 Tank Construction Mild Steel Decal / Stencil Options Non-PCB Decal Gauges & Fittings PRD, 35 SCFM Tank Accessories Ground Connector, Ground Strap Packaging Standard Pallet PERFORMANCE DATA: No Load Losses @100% - Guaranteed Average (@ 20 C) 51. Watts Load Losses (Incl Breaker) - Guaranteed Average (@ 85 C) 370. Watts Fluid Weight 44 kg Total Weight 153 kg Fluid Volume 50 Litres Tank Diameter 377.96 mm Overall Height 985.52 mm Overall Width 381 mm Overall Depth 685.8 mm	7 EA	2,021.59	/ 1	EA	14,151.13

Border States - WIC
 3800 W Dora St
 Wichita KS 67213-1211
 Phone: 316-945-1313

Quote: 28231188
 Sold-to Acct #: 209772
 Valid From: 10/27/2025 To: 11/03/2025

Cust Item	Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
		Outside Tank Height 744.22 mm Cover Tank Height 790.45 mm Primary Conductor Material Aluminum Secondary Conductor Material Aluminum Lead-time (Per Lead-time definition in Proposal Specifics): Approval Drawing Lead-time: 7 weeks upon receipt of order Manufacturing Lead-time: 14 weeks after release of order by customer					
000015	3398612	XFMR - 25KVA CONV 1B 7.2-120/240 FR3 CR kVA 25 kVA 1-Phase Pole-mount Transformer Configuration Standard Design Mounting Provisions Hanger Brackets (Two Set) Temperature Rise 65 degree average winding rise Cooling Class KNAN Insulating fluid Envirotemp FR3 Efficiency Standard DOE 2016 High Voltage 12470GY/7200 High Voltage BIL 95 kV BIL High Voltage kV Class 15 kV Class Taps No Taps Primary Bushings 15 kV Cover Mount (Qty: 1) Overcurrent Protection None Low Voltage 120/240 Low Voltage BIL 30 kV BIL Low Voltage kV Class 1.2 kV Class Secondary Bushings 13/16 Eyebolt with 3/8 -16 stud Secondary Bushing (Qty:3) Coatings ANSI 70 Gray (Munsell 5BG7.0/0.4) topcoat Tank Construction Mild Steel Decal / Stencil Options kVA Rating Decal/Stencil (Std), Non-PCB Decal, Primary Voltage Decal/Stencil, Secondary Voltage Decal/Stencil Gauges & Fittings PRD, 50 SCFM Tank Accessories Ground Connector, Ground Strap Packaging Pallet PERFORMANCE DATA: No Load Losses @100% - Guaranteed Average (@85 C) 50. Watts Load Losses (Incl Breaker) - Guaranteed Average (@85 C) 341. Watts Fluid Weight 82. lbs Total Weight 317. lbs Fluid Volume 10.7 Gal Tank Diameter 14.88 inches Overall Height 35.9 inches Overall Width 23.3 inches Overall Depth 18.6 inches Outside Tank Height 26.32 inches Cover Tank Height 28.30 inches Primary Conductor Material Aluminum Secondary Conductor Material Aluminum STOCK	7 EA	1,911.01	/ 1	EA	13,377.07

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Cust	Item	Item	Material MFG - Description	Quantity	Price	Per	UoM	Value		
	000020		- 50 KVA CONV 1P MO POLE TRANSFORMER **LB3B12072Y5GP09** 50 kVA 12470GY/7200 120/240 kVA 50 kVA 1-Phase Pole-mount Transformer Configuration Completely Self Protected Mounting Provisions Hanger Brackets (Two Set) Temperature Rise 65 degree average winding rise Cooling Class ONAN Insulating fluid Mineral Oil Efficiency Standard DOE 2016 High Voltage 12470GY/7200 High Voltage kV Class 15 kV Class High Voltage BIL 95 kV BIL Taps No Taps Primary Bushings 15 kV Cover Mount (Qty: 1) Primary Arrester VariSTAR, Normal-duty External arrester, UltraSIL Polymer 9 kV (Qty: 1) Overcurrent Protection Cartridge Low Voltage 120/240 Low Voltage kV Class 1.2 kV Class Low Voltage BIL 30 kV BIL Secondary Bushings 13/16 Eyebolt with 1/2-13 stud (polymer) (Qty:3) Secondary Breaker Secondary Breaker Coatings ANSI 70 Sky Gray - Munsell 5.0BG 7.0/0.4 Tank Construction Mild Steel Decal / Stencil Options Non-PCB Decal Gauges & Fittings PRD, 35 SCFM Tank Accessories Ground Connector, Ground Strap Packaging Standard Pallet PERFORMANCE DATA: No Load Losses @100% - Guaranteed Average (@ 20 C) 94. Watts Load Losses (Incl Breaker) - Guaranteed Average (@ 85 C) 583. Watts Fluid Weight 74 kg Total Weight 256 kg Fluid Volume 82 Litres Tank Diameter 438.15 mm Overall Height 1140.46 mm Overall Width 441.96 mm Overall Depth 744.22 mm Outside Tank Height 896.62 mm Cover Tank Height 948.44 mm Primary Conductor Material Aluminum Secondary Conductor Material Aluminum Lead-time (Per Lead-time definition in Proposal Specifics): Approval Drawing Lead-time: 7 weeks upon receipt of order Manufacturing Lead-time: 14 weeks after release of order by customer	3	EA	3,423.50	/	1	EA	10,270.50

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Total \$			37,798.70
State Tax \$	6.500 %	2,456.91	
County Tax \$	1.000 %	377.99	
Local Tax \$	1.000 %	377.99	
Other Tax1 \$	0.000 %	0.00	
Other Tax2 \$	0.000 %	0.00	
Other Tax3 \$	0.000 %	0.00	
Tax Subtotal \$	8.500 %		3,212.89

Net Amount \$ 41,011.59

To access Border States Terms and Conditions of Sale, please go to <https://www.borderstates.com>

The quoted sales tax is an estimate only based upon the information provided in this quote and will be finalized at the time of Invoice based upon the material purchased, quantity purchased, and delivery location.

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of Invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, Border States reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.

STANION
PO DRAWER F
PRATT, KS 67124

FOB: DESTINATION
PRICING: * SEE STATEMENT BELOW *
AGENT: LYNN ELLIOTT CO KC INC

VALIDITY: 30 DAYS
TERMS: NET 30 DAYS
INQUIRY: MULVANE

QUOTATION NO: CD-7228
QUOTATION DATE: 10/29/2025
PAGE NO: 1

Item	Qty	Description	Unit Price	Shipment ARO
ITEM 1	7	PRODUCT: 1-PHASE OVERHEAD INVESTOR CSP SINGLE VOLTAGE KVA: 25 KVA HV: 12470GRDY/7200 95KV BIL LV: 120/240 30 KV BIL TAPS: NO TAPS TANK: MILD STEEL OIL TYPE: MINERAL	\$2,710.00	12-14 WKS
ITEM 2	3	PRODUCT: 1-PHASE OVERHEAD INVESTOR CSP SINGLE VOLTAGE KVA: 50 KVA HV: 12470GRDY/7200 95KV BIL LV: 120/240 30 KV BIL TAPS: NO TAPS TANK: MILD STEEL OIL TYPE: MINERAL	\$3,970.00	12-14 WKS
QUOTED PER CUSTOMER INQUIRY DATED 10/22/25 NON-EVALUATED SINGLE PHASE POLE-1 BUSHING-CSP-NO TAPS				
NOTE * DUE TO CURRENT COST VOLATILITY, HOWARD INDUSTRIES RESERVES THE RIGHT TO CHANGE PRICES AT ANY TIME TO COVER INCREASES IN THE KEY TRANSFORMER COST FACTORS BEYOND THE COMPANY'S CONTROL.				
DUE TO COVID-19, LABOR AND RAW MATERIAL SHORTAGES, AS WELL AS OTHER SUPPLY CHAIN DISRUPTIONS, HOWARD INDUSTRIES RESERVES THE RIGHT TO MODIFY LEAD TIMES AT ANY TIME ON BOTH ORDERS THAT HAVE ALREADY BEEN PLACED AND ON FUTURE ORDERS.				

STANION
PO DRAWER F
PRATT, KS 67124

FOB: DESTINATION
PRICING: * SEE STATEMENT BELOW *
AGENT: LYNN ELLIOTT CO KC INC

VALIDITY: 30 DAYS
TERMS: NET 30 DAYS
INQUIRY: MULVANE

QUOTATION NO: CD-7228
QUOTATION DATE: 10/29/2025
PAGE NO: 2

Item	Qty	Description	Unit Price	Shipment ARO
		ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME. TRANSFORMERS ON THIS QUOTATION ARE DESIGNED TO COMPLY WITH DOE EFFICIENCY REQUIREMENTS EFFECTIVE FOR COVERED TRANSFORMERS COMPLETING MANUFACTURE BEGINNING JANUARY 1, 2016.		

HOWARD INDUSTRIES, INC. GENERAL TERMS AND CONDITIONS FOR THE SALE OF FLUID-FILLED DISTRIBUTION TRANSFORMERS

1. APPLICABILITY; TERMS AND CONDITIONS. These General Terms and Conditions for the Sale of Fluid-Filled Distribution Transformers (“**Terms**”) apply to all sales of Fluid-Filled Distribution Transformers (“**Products**”) by Howard Industries, Inc., (“**Howard**”) to the purchaser of same (“**Purchaser**”) (each a “**Party**”, collectively the “**Parties**”). The Terms together with any additional or conflicting terms in Howard’s written quotation (the “**Quotation**”) comprise the entire agreement (the “**Contract**”) between Howard and Purchaser relating to the Products which are the subject of such Quotation. Purchaser’s submission of a purchase order (“**Purchase Order**”) to Howard, is expressly limited to and conditioned upon Purchaser’s assent to such Terms and to the exclusion of any other terms or conditions and constitutes Purchaser’s acceptance of the Quote, the Terms and the Contract. The Terms and the Contract supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and/or communications between the Parties, both written and oral. For the sake of clarity, in the event of any conflict between these Terms and those in a Quotation, the Terms shall control. **HOWARD OBJECTS TO, AND IS NOT BOUND BY, ANY TERMS OR CONDITIONS PROPOSED BY PURCHASER THAT DIFFER FROM, ADD TO, MODIFY, OR CONFLICT WITH THE TERMS PROVIDED BY HOWARD.** Purchaser must submit a Purchase Order in a form reasonably required by Howard. Purchaser’s Purchase Order shall, consistent with the Quotation, identify the specific Products ordered, quantities, requested delivery dates, and other similar terms that may vary from Purchase Order to Purchase Order, but no other terms of Purchaser’s Purchase Order shall have any force or effect whatsoever. All Quotations, verbal or written, shall expire thirty (30) days from the date of the Quotation. All Purchase Orders are subject to the approval of Howard’s Marketing Department and any Purchase Order not accepted is rejected. These Terms prevail over any and all other terms and conditions which may be contained in any Quotation, request for quote, proposal, Purchase Order, acknowledgment or other communication or document of Purchaser, including but not limited to, Purchaser’s general, standard or pre-printed terms and conditions of purchase, regardless of whether or when submitted by Purchaser. No action by Howard (including acknowledgement or fulfillment of Purchaser’s Purchase Order) shall be construed as acceptance of any of Purchaser’s additional, different or conflicting terms or conditions, all of which are hereby expressly rejected by Howard and shall not become part of the Contract between Howard and Purchaser. Notwithstanding anything herein to the contrary, if the Parties have entered into a written agreement signed by both Howard and Purchaser pertaining to the sale of the Products, the terms and conditions of such written agreement shall govern as between the Parties.

2. PRICE; TAXES AND DUTIES; SHIPPING COSTS. All prices quoted by Howard are in U.S. Dollars and are only valid for thirty (30) days. Howard reserves the right to withdraw and/or revise any Quotation at any time, including but not limited to revising quoted prices in the event its manufacturing or procurement costs increase due to the imposition by the United States or any other country of new or higher tariff(s) or other tax(es), fee(s) or charge(s). Further, it is expressly understood that Howard may by written notice or email, in its sole discretion, accept, reject or elect not to fulfill any Purchase Order without penalty or liability to Purchaser. All Purchase Orders and any other documents submitted by Purchaser in connection with a Purchase Order hereunder shall reference Howard’s Quotation number. Unless different shipping terms are set forth on the Quotation or otherwise agreed to by Howard in writing, all pricing quoted includes shipping cost to Purchaser’s destination point within the United States, exclusive of Alaska and Hawaii. No state or local sales, use, excise or other taxes are included in the Quotation. Any and all applicable taxes are the liability of the Purchaser. Purchaser agrees to provide Howard with satisfactory proof of any tax-exempt status upon request. All Purchase Orders are subject to prior credit approval by Howard.

3. SHIPPING; DELIVERY. Howard will package the Products using Howard’s standard methods for packaging. There may be only one destination per Purchase Order. Howard may, in its sole discretion, without liability or penalty, make partial shipments of Products. Each shipment will constitute a separate sale, and Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchaser’s Purchase Order. Both Parties acknowledge and agree that due to pandemics, epidemics, disruptions in supply chain or inability to obtain raw materials and parts in required quantities, definite delivery dates, start dates, milestone dates, lead times, and completion dates (“**Production Dates**”) cannot be made and accordingly, all Production

Dates are estimates only. Howard will attempt to meet Purchaser's requested Production Dates. Howard shall not be liable or responsible for any amount or any type of damages for not meeting any Production Dates and Purchaser waives its right to and releases Howard from liability for any and all losses, costs, expenses or damages caused by or related to Production Dates not being met by Howard. Purchaser further agrees that Howard's failure to meet any Production Dates is not cause for cancellation or termination of the Contract or any Purchase Order.

4. TITLE AND RISK OF LOSS. Title and risk of loss to the Products shall pass when the Products are delivered to the Purchaser's destination point. If there are shortages or visual evidence of damage of Products in any shipment, Purchaser shall insist on the transportation agent making notations on the shipping documents before signing the receipt and Purchaser shall immediately notify Howard in writing of the details of the shortage or damage. Claims to Howard for shortages, visual defects or damage to Products must be made to Howard within five (5) days after delivery of the Products. Any claim not made by Purchaser as stated herein or within time stated herein is waived by Purchaser. Title to the Products shall pass to purchaser upon Howard's receipt of payment in full.

5. PAYMENT. Invoices for Products shall be paid in full by Purchaser within thirty (30) days from the date of Howard's invoice, without set-off or deduction for any amount claimed to be owing to Purchaser by Howard. In the event Purchaser is in breach of the Terms, is late on any payment(s) or if Howard believes Purchaser is or may be unable to pay, or for any other reason in Howard's sole discretion, Howard may: (i) accelerate the due date of all outstanding invoices and require that all outstanding invoices be immediately due and payable in full, (ii) stop all or a portion of manufacture or delivery of any Product under any Purchase Order until Howard receives either payment or assurances of payment satisfactory to Howard; (iii) require prepayment for pending and/or future purchase orders; and/or (iv) cancel or delay shipments, in whole or in part. All payments must be in U.S. Dollars.

6. CANCELLATIONS. Purchaser may only cancel the Contract or any Purchase Order for Cause. Purchaser may not cancel or terminate any Purchase Order after Howard has commenced performance thereof, and then may only cancel or terminate a Purchase Order after giving Howard written notice of the reason for termination or cancellation and giving Howard thirty (30) days from the effective date of termination or cancellation stated in the notice the opportunity at Howard's sole discretion to either (i) submit a plan for remediation and then fails to remedy the defect pursuant to the terms of the plan for remediation or (ii) remedy the defect. In the event of cancellation or termination of the Contract or any Purchase Order Purchaser shall pay Howard the cost for any materials or parts unique to the manufacture of the Products ordered by Purchaser that Howard cannot return to its vendor for a full refund and Purchaser shall pay Howard the full contract price for all completed and conforming Products (i) for which Howard has not been paid as of the effective date of termination or cancellation and (ii) which Howard completes after the effective date of termination or cancellation. Purchaser may not cancel or terminate the Contract or any Purchase Order for its convenience.

7. INTELLECTUAL PROPERTY RIGHTS. All inventions, creations, works of authorship, copyrights, patents, trademarks, trade secrets, know-how and other intellectual property or proprietary rights including, but not limited to, drawings, specifications, manuals, publications, calculations, sketches, designs, inventions, tracings, notes, reports, work papers, data, computer programs, models and samples pursuant to the laws of any jurisdiction worldwide ("**Howard IP**") conceived or developed by or on behalf of Howard with respect to the Products and any related deliverables shall not be deemed to be either work for hire or work product for the Purchaser and shall be the exclusive property of and be exclusively owned by Howard and the Purchaser shall have no rights therein except for the license by Howard to Purchaser as provided in this Section 7. Howard hereby grants to Purchaser a non-exclusive, revocable, transferrable, fully paid up, royalty free, license (the "IP License") to use such Howard IP, as Howard may determine in its sole discretion is needed, for the installation, operation, maintenance and repair of Products (the "Permitted IP Use"). Howard shall have the right, any time, to revoke the IP License if Purchaser uses the Howard IP other than in accordance with the Permitted IP Use. If Purchaser acquires any Howard IP by operation of law or otherwise, such rights are deemed and are hereby irrevocably assigned to Howard without further action. Purchaser shall, at Howard's expense, execute such documents and do such things as are necessary to enable Howard to protect its Howard IP including a transfer of ownership from Purchaser to Howard.

8. CONFIDENTIALITY. All non-public, confidential or proprietary information of Howard, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Howard to Purchaser, whether disclosed orally, in writing, electronically or in any other form or media, and whether or not marked, designated, or otherwise identified as "confidential", is confidential, solely for the use of performing hereunder and may not be disclosed or copied by Purchaser unless authorized in advance by Howard in writing. Upon Howard's request, Purchaser shall promptly return all such information received from Howard. Howard shall be entitled to equitable relief including an injunction and specific performance, in addition to all other remedies available at law or equity. Purchaser agrees that Howard may obtain specific performance and injunctive or other equitable relief for any such violation, in addition to its remedies at law, without proof of actual damages and without the necessity of securing or posting any bond in connection with such remedy for any violation of this Section.

9. COMPLIANCE WITH LAWS. Howard shall only comply with such state or local laws, rules, regulations and ordinances that pertain to the design or manufacture of Products as are specifically cited in Purchaser's specifications.

10. WARRANTY. Howard Industries, Inc. (hereinafter "Supplier") warrants to the original Purchaser that fluid-filled distribution transformers (hereinafter "Equipment") manufactured by Supplier shall be free from defects in material and workmanship under normal use and service conditions. The term of this Warranty shall not exceed the lesser of twelve (12) months from date of initial installation or eighteen (18) months from date of manufacture. If within the Warranty period any Equipment shall be proved to Supplier's satisfaction to be defective, such Equipment shall be repaired or replaced at the Supplier's option. Decision on the method and extent of repairs rests solely with Supplier. Supplier's obligation hereunder shall be limited to such repair or replacement, and shall be conditioned upon Supplier receiving written notice of any alleged defect within ten (10) days after its discovery and at Supplier's option, return of such Equipment or parts to Supplier's factory. The costs for removal of defective Equipment and re-installation of repaired or replaced Equipment shall be at Purchaser's expense. The Cost for shipping any such Equipment or parts to Supplier shall be paid by Supplier. Supplier shall also pay the shipping costs for any repaired or replacement Equipment or parts being returned to Purchaser.

In order to be covered by this Warranty, the Equipment must be properly installed according to accepted industry practices and protected by properly installed and coordinated voltage surge suppressors, current overload, and other current protective devices as appropriate. This Warranty does not cover Equipment that has been subjected to negligence, abuse, accident, or damage after delivery to Purchaser; improper installation, operation, maintenance or storage; modification other than by Supplier; or storage or operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00.

In order to qualify for repair or replacement under the provisions of this Warranty, the Supplier may require that defective Equipment be returned to the Supplier's factory and in such event shall provide written authorization to Purchaser. The Supplier shall not be responsible for Equipment returned without such written authorization. The Supplier shall assume no liability for expenses incurred for repair or replacement of Equipment that is not in accordance with the provisions of this Warranty.

THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE. SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.

11. LIMITATION OF LIABILITY. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, EXPRESS WARRANTY, IMPLIED WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), INDEMNITY OR OTHERWISE, SHALL HOWARD OR ITS VENDORS BE LIABLE FOR ANY COST TO COVER, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, COST OF CAPITAL, COST OF REPLACEMENT POWER, DOWN TIME COSTS, COST FOR TEMPORARY FACILITIES, SERVICES OR EQUIPMENT, LOSS OF USE, LOSS OF GOOD WILL, MALWARE DAMAGES, RANSOMWARE DAMAGES, COMPUTER VIRUS DAMAGES, MALICIOUS SOFTWARE DAMAGES OR LIQUIDATED DAMAGES, WHETHER OR NOT ANY SUCH DAMAGES ARE REASONABLE, FORESEEABLE, CONTEMPLATED OR AVOIDABLE AND REGARDLESS OF WHETHER OR NOT HOWARD OR ITS VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER HOWARD NOR ITS VENDORS SHALL BE LIABLE FOR ANY ITEM OR TYPE OF DAMAGE DESCRIBED HEREIN EVEN IF IT IS DETERMINED OR DECLARED TO BE AN ITEM OR TYPE OF DIRECT DAMAGES. PURCHASER AGREES THAT THE ENTIRETY OF ALL PROVISIONS OF THIS LIMITATION OF LIABILITY ARE REASONABLE, DEFENSIBLE, JUSTIFIABLE AND INVIOABLE AND THAT THIS LIMITATION OF LIABILITY IS A BARGAINED-FOR EXCHANGE BETWEEN HOWARD AND PURCHASER.

12. WAIVER. No waiver by Howard of any of the provisions of any of these Terms is effective unless explicitly set forth in writing and signed by Howard, and in no event will any waiver of one provision be considered a waiver of any other provision. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising herefrom operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. RELATIONSHIP OF THE PARTIES; NO THIRD-PARTY BENEFICIARIES. The legal relationship between the Parties shall be that of buyer and seller, i.e., independent contractors, and shall not be understood so that either Party is deemed a partner or an agent of the other Party, nor will it confer upon either Party the right or power to bind the other Party in any contract or to the performance of any obligations as to any third party. The Contract is for the sole benefit of Howard and Purchaser and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of hereof, including, but not limited to, the right to enforce any Terms hereof or the underlying sale of Products.

14. FORCE MAJEURE. Howard shall not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached the Terms, for any failure or delay in manufacture, shipment or delivery, or fulfilling or performing any order or term caused by or resulting from acts or circumstances beyond the reasonable control of Howard, including, without limitation, acts of God, tornadoes, hurricanes, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, declaration of a national or state emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), factory conditions, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or parts, or telecommunication breakdown or power outage. In the event of any such delay the requested delivery date shall be extended for a reasonable period of time at least equal to the time lost by the reason for the delay. In the event of any conflict or inconsistency between the provisions of this Section 14, FORCE MAJEURE and the provisions of Section 3, SHIPPING; DELIVERY, the provisions of Section 3, SHIPPING; DELIVERY shall have precedence over and supersede the provisions of this Section 14, FORCE MAJEURE.

15. GOVERNING LAW; VENUE; LIMITATIONS PERIOD. The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, without giving effect to any principles of conflicts of laws, and all disputes that may arise between the Parties shall be litigated exclusively in the applicable state court of Mississippi located in the First Judicial District of Jones County, Mississippi. Purchaser

waives any right to object to the venue or jurisdiction stated herein and waives any right to remove any litigation to a federal court. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Products from application to this Contract. No action related hereto may be brought more than three (3) years after it accrues. Howard and Purchaser waive any right to a jury trial.

16. SURVIVAL. The provisions of the Terms which by their nature should survive termination, cancellation, completion or expiration of the Contract include, but are not limited to, provisions of the Contract with regard to, Howard's warranty, limitation of liability and the confidentiality provisions, shall continue as valid and enforceable notwithstanding any such termination, cancellation, completion or expiration.

17. SEVERABILITY. If any provision of the Terms is invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such provision will be deemed reformed or deleted as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions will remain in full force and effect.

18. AMENDMENT; MODIFICATION. The Contract may only be amended or modified in writing stating specifically that it amends the Terms of the Contract and is signed by an authorized representative of each Party.

19. SPECIFICATIONS: Purchaser shall prepare and furnish to Howard written specifications and manufacture instructions ("Specifications"). Purchaser is fully responsible for the correctness, sufficiency and completeness of the Specifications. Purchaser warrants and covenants that Purchaser accepts and assumes all liability for the correctness, sufficiency and completeness of the Specifications and indemnifies and holds Howard harmless for damages of any type or amount caused by the incorrectness, insufficiency or incompleteness of the Specifications. Howard shall not be required to comply with any Specifications unless transmitted in writing by Purchaser to Howard. Specifications include, but are not limited to manufacture instructions, drawings, samples, descriptions, characteristics of material to be handled, dimensions of Products, specific material or parts, site and building dimensions as well as any other limitations or factors of any kind that might be pertinent to the intended use, installation and operation of the Products. Any technical advice furnished by Howard with respect to the selection or use of products is given without charge and Howard assumes no obligation or liability whatsoever for the advice given or the results obtained. Purchaser acknowledges and fully understands that Howard is not providing any engineering services or advice and that Purchaser is not relying upon Howard for engineering services or advice. Purchaser acknowledges, covenants and warrants that any advice given to Purchaser is given and accepted by Purchaser at Purchaser's sole risk and Purchaser agrees to indemnify and hold Howard harmless from any and all losses and claims for death, personal injury or property damages of any type and for any amount related or caused in any manner by the advice given by Howard to Purchaser. Howard shall only comply with such laws, rules, regulations, or ordinances of a city, town, municipality, community, county, or subdivision thereof pertaining to the design or manufacture of Products as are specifically cited in Purchaser's Specifications.

20. INDEMNIFICATION BY PURCHASER: Purchaser agrees to indemnify, defend and hold harmless Howard, its affiliates, and its shareholders, directors, officers, employees, agents, successors and assigns, ("Indemnitee(s)") from and against any and all losses, claims, damages, demands, injuries, or death to persons including but not limited to employees of Purchaser, liabilities, taxes, fines, penalties, costs or expenses, including attorneys' fees or court costs, incurred or suffered by any Indemnitee(s) directly or indirectly arising out of, relating to, or resulting from (a) Purchaser's unloading, storing, handling, installing, packaging, or modifying, of the Products whether negligent or not; (b) Purchaser's installation of or failure to install any necessary safety or protective devices, whether negligent or not; (c) any negligent, act or omission of Purchaser, its subcontractor employees, agents and anyone for whom Purchaser or its subcontractors may be legally liable, in whole or in part, or (d) Purchaser's operation of (i) its electrical power generating plants, facilities or equipment; (ii) its substation plants, facilities or equipment; (iii) its transmission lines, plants, facilities or equipment; or (iv) its distribution lines, facilities, or equipment.

21. INDEMNIFICATION BY HOWARD: Subject to the Limitation of Liabilities contained in Section 11 hereof and provided that Purchaser gives Howard prompt notice of any Third Party Claim and all necessary

information and assistance so that Howard, at its option, may defend or settle such Third Party Claim and further provided Purchaser does not take any position adverse to Howard in connection with such Third Party Claim, Howard agrees to indemnify, defend and hold harmless Purchaser, its affiliates, and its shareholders, directors, officers, employees, agents, successors and assigns, (“**Indemnatee(s)**”) from and against any and all losses, claims, damages, demands, injuries, or death to persons, liabilities, costs or expenses, including attorneys' fees or court costs, incurred or suffered by any Indemnatee(s). In the event that any such Third Party Claim is caused by the joint, concurrent, contributory or comparative negligence of Howard and Indemnatee(s), the damages, losses, expenses, and costs, expenses, legal fees and expenses, expert witness fees, attributable to the Third Party Claim shall be borne by Howard and Indemnatee(s), in proportion to their negligence. In no event shall Howard be liable hereunder for any such Third Party Claims, caused by the sole negligence of the Indemnatee(s)

The invalidity, in whole or in part, of any of the foregoing paragraphs will not affect the remainder of such paragraphs or any other paragraphs herein.

22. MODIFICATION OF ANY ACCEPTED PURCHASE ORDER: Purchaser may not modify any Purchase Order for Products without Howard's prior written consent. Howard may, at its sole discretion, hold the Purchaser liable for any costs or expenses incurred or commitments made by Howard pertaining to any Purchase Order which Howard consents to cancel or modify at Purchaser's request, either before or after approval of Final Drawings. Any modification agreed to by Howard and Purchaser may result in an increase in price and/or an increase in the time of manufacture and delivery and must be agreed to by Howard and Purchaser prior to Howard's implementation of the modifications.

23. ATTORNEY FEES: In the event Howard retains an attorney to enforce any provision of these Terms or pertaining to any Product sold to Purchaser, Purchaser agrees to pay and to reimburse Howard all attorney's fees, expenses, expert witness fees and expenses and court costs incurred by Howard.

24. PATENT AND COPYRIGHT VIOLATION: Howard and Purchaser agree that if all or any portion of the Products or use thereof are finally determined by a court of competent jurisdiction to constitute an infringement of any third party claim of patent, copyright, trademark, or a misappropriation of a trade secret (each an “Infringement Claim”), then as Purchaser's sole and exclusive remedy and as Howard's sole and exclusive liability and obligation Howard shall, at its expense and at its sole discretion either (i) procure for Purchaser the right to continue using said Products or applicable portion thereof, (ii) replace the Products that constitute an infringement with non-infringing Products (iii) modify the infringing Products so said Products become non-infringing, or (iv) refund to Purchaser such compensation paid by Purchaser to Howard for the Product which does constitute an infringement.

Howard's obligations for any Infringement Claim hereunder shall not apply and Howard shall not be liable hereunder for any Infringement Claim (1) arising out of Howard's manufacture or furnishing of any Products made pursuant to designs or Specifications furnished by Purchaser, or (2) resulting from the use of Products furnished by Howard with other products or equipment not furnished by Howard, or (3) resulting from any modifications made by Purchaser to any Products furnished by Howard. Purchaser shall indemnify, defend and hold harmless Howard, its directors, officers, employees and agents against any and all claims, losses, costs, suits, judgments, damages, and expenses, including attorney fees, of any kind or nature whatsoever or account of either of the claims stated in item (1), (2) or (3) hereof.

25. ASSIGNMENT: Neither Party may assign the Contract or any Purchase Order without the express written consent of the non-assigning Party. Any purported or attempted sale, assignment, transfer, or conveyance in violation of this Section shall be null and void. No assignment shall relieve the assigning Party of its obligations in the Contract or Purchase Order.

26. SUCCESSORS AND ASSIGNS: Each and all of the covenants, obligations, warranties and agreements contained in the Contract shall extend to and be binding upon the successors and assigns of the parties hereto.

27. NO PRESUMPTION AGAINST DRAFTER: Howard and Purchaser having been represented in the negotiation of these Terms and Conditions, and having had ample opportunity to review the language of these Terms and Conditions, there shall be no presumption against any Party on the ground that such Party was responsible for preparing these Terms and Conditions or any part thereof. These Terms and Conditions shall be construed and enforced as a mutually prepared document.

28. SOPHISTICATED USER: Purchaser represents, warrants and covenants that it is a sophisticated and experienced user of the Products it is purchasing from Howard and fully and completely understands the dangers associated with and is knowledgeable of the manner and method of installation, operation, maintenance and repair of the Products.

29. DESIGN AND EFFICIENCY: In the event that the Federal Government or any State Government enacts any laws or regulations or if any rules or regulations are promulgated by any department, agency, or bureau of the Federal Government or State Government that impact or affect the design or efficiency of the functions of any transformer (hereinafter "Modification") manufactured by Howard, Howard reserves the right, at its sole discretion and/or before the designated or required date to have implemented any Modification, to redesign and/or implement any Modification and to charge the Purchaser any resulting price increase for Modification to any transformer being manufactured by Howard for the Purchaser. Purchaser agrees to pay Howard the full amount of any resulting price increase.

30. ACCEPTANCE/ENERGIZATION: Notwithstanding any provision of these Terms and Conditions, any Contract, any Purchase Order, Order, Statement of Work or any related documents to the contrary or in conflict herewith, energization of any Products purchased from Howard constitutes Purchaser's (i) covenant and warrant that it has examined and tested the Products to its full and complete satisfaction; (ii) acceptance of said Products; (iii) approval that said Products are fit and suitable for Purchaser's intended purpose and use; and (iv) approval of the use of said Products in Purchaser's electrical generation plants or facilities; electrical substation plants, or facilities; electrical transmission lines or facilities; or electrical distribution systems or facilities.

31. BINDING AUTHORITY: Howard may only be legally bound or obligated by written document executed by (i) a corporate officer of Howard or (ii) a Howard employee that has been authorized and directed in writing by a corporate officer of Howard to act on behalf of Howard regarding specifically described Contracts, Terms and Conditions, Quotes, Bids, or Requests for Quotes. Neither Howard's representatives, agents nor distributors are employees of Howard, but rather they are independent contractors and as such do not have any authority to legally bind Howard in any manner. Any Purchaser having any concern as to whether a specific person, company or entity has legal authority to bind Howard should contact Howard's Vice President of Marketing at 601-425-3151 or jward@howard-ind.com.

32. NOTICE: All notices, demands or other communications given hereunder must be in writing and may be personally delivered or delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, or by facsimile transmission or similar written means of communication, addressed to Howard's Vice President of Marketing at Howard Industries, Inc. P.O. Box 1588, Laurel, MS 39441 or by e-mail to jward@howard-ind.com, or personally delivered to Howard's Vice President of Marketing at 3225 Pendorf Road, Laurel, MS and if to Purchaser, to Purchaser at the addresses provided in Purchaser's Purchase Order, or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand, or communication will be deemed to have been given and will be effective upon actual receipt by the receiving Party.

33. CAPTIONS AND SECTION HEADINGS: Captions and section headings are for convenience only and are not part of these Standard Terms and Conditions and will not be used in construing it.

APPLICATION FOR LICENSE FOR SALE OF LIQUOR
CALENDAR YEARS 2026 AND 2027

The City of Mulvane, Sedgwick & Sumner Counties, Kansas) ss:
The State of Kansas:

Application for:

Class 'A' Club (\$500) Drinking Establishment (\$500)
Class 'B' Club (\$500) Farm Winery (\$600)
☒ General Retail (\$600)

TO THE MAYOR AND CITY COUNCIL:

I hereby apply for a license for sale of liquor within the corporate limits of the City, in compliance with all applicable Federal, State and Local laws, Rules and Regulations, as amended.

In support of this application, I submit the following statements under oath or affirmation under the pains and penalties of perjury:

1. NAME OF PERSON/ENTITY TO WHOM STATE LICENSE ISSUED:
(A copy of your current Kansas Liquor License must be attached.)

PARTHO ROY RANDR KANSAS LLC

STATE LICENSE NUMBER:

16831

2. STREET ADDRESS OF PREMISES TO BE LICENSED:

1028 SE. LOUIS DR. MULVANE, KS 67110

DESCRIPTION OF STRUCTURE OF PREMISES:
(Block, composite, wood, etc.)

Concrete

3. NAME UNDER WHICH BUSINESS CONDUCTED:
(State whether a corporation, partnership, limited liability company or sole proprietorship)

R & R KANSAS R & R KANSAS LLC PARTHO ROY

NAME OF INDIVIDUAL/APPLICANT:

Partho Roy

Age 58 Date of Birth [REDACTED] Place of Birth Bangladesh
Length of Residence in Kansas: 15 in County SEDAWICK

NAME AND ADDRESS OF OTHER OWNER(S):
(Use space on reverse side, if necessary)

THE LICENSE FEE MUST ACCOMPANY THIS APPLICATION

APPLICANT MUST SUBMIT FINGERPRINTS TO THE CHIEF OF POLICE

Applicant Partho Roy of lawful age, being first duly sworn upon oath, deposes and states that s/he hereby agrees to comply with all applicable Federal, State and Local laws, rules and regulations provided for from time to time in connection with the business described above. Applicant understands that violation(s) of applicable laws, rules and regulations constitute grounds for revocation of any license issued hereunder. Applicant further states that s/he has read the above to be true, correct and complete to the best of her/his information, knowledge, and belief.

SO HELP ME GOD.



Partho Roy
SIGNATURE OF APPLICANT

SUBSCRIBED AND SWORN to before me this 5 day of November, 2025

Sherry Johnson
NOTARY PUBLIC

My Commission Expires:

June 3, 2027

**Kansas Alcoholic Beverage Control Division
Liquor License**

Retailer's License

OWNER NAME: R & R Kansas LLC
DBA: Partyline Liquor
ADDRESS: 1028 SE Louis Street
Mulvane, KS 67110

LICENSE NO: 16831

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

PRIVILEGES:

Allows the licensee to serve free samples of alcoholic liquor; make retail sales of alcoholic liquor; cereal malt beverage, non-alcoholic malt beverage and all other goods and services; deliver alcoholic liquor and cereal malt beverage in the original package to certain other licensees and other sales as authorized by K.S.A. 41-308d.

AGREEMENT:

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.

Debbi Beavers

Debbi Beavers
Director, Alcoholic Beverage Control

Mark A. Burghart

Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 02/26/2024

EXPIRES: 02/25/2026

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7015 or email Kdor_abc_licensing@ks.gov if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonsage tax, if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.gov/abccontact.htm>

Contact the Miscellaneous Tax Segment at 785-388-8222 or email Kdor_miscellaneous_tax@ks.gov if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

CLOSING YOUR BUSINESS

If you are closing your business, you must surrender your liquor license and complete the form at <http://www.ksrevenue.gov/pdf/abc24.pdf>

Partho Roy
316-304-8393

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT

OCT 22 2025

(This form has been prepared by the Attorney General's Office)

☒ City or ☐ County of MULVANE

Place on
City/County

C50851

SECTION 1 - LICENSE TYPE

Check One: ☐ New License ☒ Renew License ☐ Special Event Permit

Check One:

☐ License to sell cereal malt beverages for consumption on the premises.

☒ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 00436477242F

I have registered as an Alcohol Dealer with the TTB. ☒ Yes (required for new application)

Name of Corporation **DG Retail, LLC**

FEIN 36-4577242

Corporation Street Address **100 Mission Ridge**

Corporation City

State

Zip Code

Goodlettsville TN 37072

Date of Incorporation **7/15/2005**

Articles of Incorporation are on file with the Secretary of State.

☒ Yes

☐ No

Resident Agent Name **JAMES BLAKE**

Phone No. (629) 867-8468

Residence Street Address **611 Garfield St**

City **Mcperson, KS 67460-5239**

State

Zip Code

SECTION 3 - LICENSED PREMISE

Licensed Premise
(Business Location or Location of Special Event)

Mailing Address
(If different from business address)

DBA Name **Dollar General Store# 7488**

Name **Dollar General Store 7488**

Business Location Address **613 N 2ND AVE**

Address **100 Mission Ridge Attn: Tax Dept**

City **MULVANE**

State **KS**

Zip **67110-1308**

City **Goodlettsville TN 37072**

State

Zip

Email Address(s) Please separate values with a comma. **Tax-beerandwinelicense@dollargeneral.com**

Business Phone No. **615-855-4000**

☐ Applicant owns the proposed business location.

☒ Applicant does not own the proposed business location.

Business Location Owner Name(s) **CROWN ENTERTAINMENT INC**

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name **DG Retail, LLC**

Position **Owner**

Date of Birth

Residence Street Address **100 Mission Ridge**

City **Goodlettsville TN**

State

Zip Code
37072

Spouse Name

Position

Date of Birth

Residence Street Address

City

State

Zip Code

Name **Emily Taylor**

Position **CEO**

Date of Birth

Residence Street Address **1805 Otter Creed RD**

City **Nashville, Tn**

State

Zip Code
37215

Spouse Name **N/A**

Position

Age

Residence Street Address

City

State

Zip Code

Name **Steven Deckard**

Position **VP**

Date of Birth

Residence Street Address **352 Windhaven Bay**

City **Mt. Juliet, TN**

State

Zip Code
37122

Spouse Name **N/A**

Position

Age

Residence Street Address

City

State

Zip Code

K

SECTION 5- MANAGER OR AGENT INFORMATION		
My place of business or special event will be conducted by a manager or agent.		☒ Yes ☐ No
If yes, provide the following:		
Manager/Agent Name JAMES BLAKE	Phone No. (629) 867-8468	Date of Birth [REDACTED]
Residence Street Address 611 Garfield St	City and State Mcpherson, KS 67460-5239	Zip Code
Manager or Agent Spousal Information*		
Spouse Name N/A	Phone No.	Date of Birth
Residence Street Address	City and State	Zip Code
SECTION 6 - QUALIFICATIONS FOR LICENSURE		
Applies to each partner or member of a firm or association AND their spouses*. Enter lowest residency length number**.		
Are all persons identified in Sections 4 & 5 Citizens of the United States*?	☒ Yes ☐ No	
Is the person identified in Section 5 currently a resident of Kansas*?	☒ Yes ☐ No	
All persons identified in Sections 4 & 5 are at least 21 years old*?	☒ Yes ☐ No	
All persons in Sections 4 & 5 have been a Kansas resident for at least 17 YRS years prior to submitting this application.**		
Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law?	☐ Yes ☒ No	
Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts?	☐ Yes ☒ No	
Has the spouse of any partner or member ever been convicted of any of the crimes identified in -Section 6 during the time the partner or member held a CMB license?	☐ Yes ☒ No	
SECTION 7 - DURATION OF SPECIAL EVENT		
Start Date	Time	☐ AM ☐ PM
End Date	Time	☐ AM ☐ PM

Proceed to Section 8 on the next page.

SECTION 8 - LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: ☒ 8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE Chris Clardy

DATE 10-1-25

FOR CITY/COUNTY OFFICE USE ONLY:

☐ License Fee Received Amount \$ 50.00 Date 11-17-25
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

☒ \$25 CMB Stamp Fee Received Date 10-22-25 BP

☐ Background Investigation

☐ Completed Date _____

☐ Qualified

☐ Disqualified

☐ Verified applicant has registered with the TTB as an Alcohol Dealer

☐ New License Approved

Valid From Date _____ to _____ By: _____

☐ License Renewed

Valid From Date _____ to _____ By: _____

☐ Special Event Permit Approved

Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* Applicant's spouse is not required to meet citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

