

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Monday January 5, 2026

	Pages
Call Regular Meeting to Order	
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated December 15, 2025	2-6
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Public Comments (State Name and Address – 5 minutes)	
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CITY STAFF:	
City Clerk	
City Administrator	
City Attorney	
CONSENT AGENDA:	42-50
1. Payroll dated 12/19/25 - \$282,165.37	
2. Payroll dated 1/2/26 - \$277,392.00	
3. City Utility Bills for November - \$17,810.07	
4. Tyler Tech Annual Support Renewal - \$40,000.68	
5. Kansas Star Event Center Banquet Invoice - \$10,737.92	
6. Main "A" SS Phase 4 – Apex Excavating – Pay Appl. #1 - \$648,987.75	
ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:	
Next City Council Meeting – Wednesday, January 21, 2026 – 6:00 p.m.	
CIP Workshop – Monday, January 26, 2026 – 6:00 p.m. at the PIX	
ADJOURNMENT:	

MULVANE CITY COUNCIL REGULAR MEETING MINUTES

December 15, 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, Chris Young, Rachael Blackwell, Terry Lane, Michael Gerber, Joel Pile, Jess Rogers, Corey Lewis, Loren Duncan, Shon Largent, Brian Bradshaw, Gordon Fell, Jacob Coy, Mike Robinson, Aaron Palmer, Nick Ryan, Fred Heersche.

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 December 1, 2025.

MOTION approved unanimously.

CORRESPONDENCE: None

PUBLIC COMMENTS: Fred Heersche acknowledged Public Works employee, Corey Lewis, for his many innovations that have been beneficial for the City. Heersche also acknowledged Wastewater Operator, Jess Rogers, for his strong work ethic. Both Lewis and Rogers are valuable employees.

APPOINTMENTS, AWARDS AND CITATIONS:

1. Employee of the Month: Mayor Allen presented Public Works employee, Corey Lewis, with the Employee of the Month Award. Lewis was nominated by his co-workers for his many innovative ideas that enhance work efficiency and productivity as well as his hard work and dedication.

2. Ten Year Service Award: Public Works/Utility Director, Jacob Coy, recognized Wastewater Operator, Jess Rogers, for 10 years of service. The City is fortunate to have an employee who stands out for their skill and character. The City is grateful for everything he brings to the organization. Mayor Allen presented Rogers with a Certificate of Appreciation from the League of Kansas Municipalities.

3. Water Heroes Award: Public Works/Utility Director, Jacob Coy, presented Electric/Water Plant Operators, Loren Duncan and Shon Largent with the 2025 Water Heroes Award. The City's water supply from Augusta has been interrupted since September 2024, due to a water line break under the Walnut River. Loren and Shon worked extended shifts and responded to hundreds of alarms at all hours of the night to keep the City's reverse osmosis plant running. During the emergency in 2024, they produced 53 million gallons of safe drinking water and have already

produced nearly 200 million gallons to keep Mulvane supplied. Because of their dedication they were the recipients of the 2025 Water Heroes Award. This award was announced during the annual WEFTEC conference in Chicago, which is the biggest water conference in the US. Mayor Allen presented Duncan and Largent with certificates and thanked them for their dedicated service.

OLD BUSINESS

1. Public Hearing to Amend the 2025 Budget:

At the last City Council meeting, the council set a public hearing to amend the 2025 Budget for Monday, December 15, 2025. A public hearing notice was published in the Mulvane News on December 4, 2025. The City needs to amend the 2025 Budget to increase the transfer amounts to the Sr. Center and Swimming Pool and increase expenses in the Special Parks Fund.

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

MOTION by Gerber, second by Huntley to approve the 2025 amended budget.
MOTION approved unanimously.

2. Access Easement Documents with Evergy:

Planning and Zoning Director, Joel Pile, reviewed this item with the council. The City's electric distribution system is connected to the Evergy transmission system that runs from the City's substation north along Rock Road to a 138/69 KV transformer in the Evergy El Paso substation. Options were explored for obtaining a redundant electric supply to improve reliability.

The City is currently engaged in a project to build a new 138 KV Substation on property located north of the existing Power Plant. This will replace the existing 69 KV Substation located at 1420 N. Rock Road. Evergy proposed that they would be willing to install a double circuit 138 KV switching station near the city power plant if the City would provide them with easements for the construction and maintenance of their infrastructure.

After the City Attorney's review, the easement documents for the project are ready for council's review and consideration. It was noted that the document previously titled "Grant of Right of Way" was changed to "Grant of Easement."

MOTION by Leeds, second by Leach to approve the Access Easement, Easement for Electric Facilities and Appurtenances, and the Grant of Easement with Evergy Kansas South, Inc., and authorize the Mayor to sign.
MOTION approved unanimously.

NEW BUSINESS

1. 2024 Audit Review from Forvis Mazars:

Michael Gerber, with Forvis Mazars, reviewed the audit results related to the City's Financial Statements for the year ended December 31, 2024. Forvis Mazars is responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management, with the oversight of those charged with governance, are prepared in accordance

with account principles generally accepted in the United States of America (GAAP) and the Kansas Municipal Audit and Accounting Guide (KMAAG).

Gerber reported a clean unmodified opinion. Gerber recommended a monthly review of the supporting documents for the journal entries recorded by the Finance Director. Gerber recommended that management continue to monitor oversight procedures and assigned duties to ensure effectiveness for Cash Inflows/Outflows and Payroll. The City should ensure formal policies exist for all functions that impact municipal funds. Recent activities, involving the Senior Center, warrant attention for a policy to be implemented.

Mayor Allen asked if we could receive the Audit more timely. City Attorney, J.T. Klaus asked Gerber about transferring the remaining funds from the Mulvane Housing Authority to the General Fund. If funds can be transferred, this could help with the Casino issue instead of borrowing additional funds from the Electric Utility Fund. Once the legal description is clarified regarding Fairchild Park, we can move forward with abolishing the MHA and transfer the funds. Councilmember Leeds commended Klaus for the wisdom he brings to the City.

MOTION by Leeds, second by Westfall to accept the 2024 City of Mulvane Audit as presented. MOTION approved unanimously.

2. EMS Agreements with Sumner Co. and Belle Plaine:

Public Safety Director, Gordon Fell, reviewed the annual updated agreements with the council. The agreements include the area of response and the financial responsibility for each entity. There are no changes from the 2025 agreements. The City will continue to receive \$60,000 from Belle Plaine, and \$228,333 from Sumner County for EMS services from Mulvane EMS.

Fell reviewed the total call volume and percentages with the council. Fell indicated that EMS may have multiple calls at the same time. The ability to transport patients to Rock Regional in Derby provides a quicker turn-around time than transporting patients into Wichita. To provide the level of care needed, staff will continue to closely monitor the situation at Rock Regional. The amounts in the agreements are reviewed annually.

MOTION by Huntley, second by Gerber to approve the EMS Agreement with Sumner Co. MOTION approved unanimously.

MOTION by Huntley, second by Westfall to approve the EMS Agreement with Belle Plaine. MOTION approved unanimously.

ENGINEER

1. Boundary Resolution:

Whenever the city limits change due to annexation or de-annexation, a new Boundary Resolution must be approved by the end of the year. In April 2025, the City annexed property located near the southwest corner of June Ave. and K-53 (1337 E. 146th Ave. N).

MOTION by Leach, second by Gerber to approve the revised 2025 Boundary Resolution #2025-12 and authorize the Mayor to sign. MOTION approved unanimously.

RESOLUTION 2025-12

A RESOLUTION DECLARING, ESTABLISHING AND DEFINING THE CITY LIMITS AND BOUNDARIES OF THE CITY OF MULVANE, KANSAS.

2. Project Review and Update:

Main “A” Sanitary Sewer Improvements Phase 3 – The City is reviewing a plan to address a low pavement area left after Apex’s full width replacement of 3rd Ave. All other punch-list items have been completed.

Main “A” Sanitary Sewer Improvements Phase 4 – Sanitary Sewer installations along Charles St. have been completed to English St. The boring and steel encasement has been completed under K-15.

Emerald Valley Estates 2nd Addition – All work has been completed. Pay Appl. #8 has been submitted for the 10% retainage.

English Park Pedestrian Bridge – The Contractor has completed site grading for the bridge including adjacent storm sewer inlet and pipe.

Water Distribution System Study – A preliminary draft of the study has been completed and sent to Public Works and Fire Dept. for review.

CITY STAFF

City Clerk: None

City Administrator:

1. Finance Report for November: City Administrator, Austin St. John, reviewed the November Financial Report with the council.

St. John thanked the council for attending the City Christmas Party.

City Attorney: City Attorney, J.T. Klaus, reminded the council that in January he will provide a resolution for the PMIB Loans for January and June. Klaus advised that 2026 will be significant since payments for the 4-year PMIB Loans will all be due. After 2026, the loan payments will begin to drop off.

Klaus indicated that it would be good to know the real cost to the City for providing water through our Reverse Osmosis System in comparison to the cost of Augusta providing water to the city.

CONSENT AGENDA ITEMS:

MOTION by Leach, second by Westfall to approve consent agenda items 1-10.

1. Payroll Dated 12/5/25 - \$82,764.60
2. Utility Write-offs for 2022 - \$8,092.76
3. Emerald Valley 2nd Addn. Pay Appl. #8 – McCullough Excavation - \$117,629.60
4. ImageTrend Annual Fee - \$18,604.63
5. Liquor License for Empire Tacos
6. Sewer Main Repair – Padgett Excavation - \$11,980.00

7. Purchase of Ferric Chloride from Brenntag for WWTP - \$12,850.00
 8. Purchase of Underground Wire from Stanion Electric - \$38,770.63
 9. Purchase of Overhead Wire from Wesco - \$43,763.73
 10. Warrant Register for November - \$745,708.80
- MOTION approved unanimously.

ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:

No Council Workshop for December.

Next City Council Meeting – Monday, January 5, 2026 – 6:00 p.m.

ADJOURNMENT:

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

MOTION approved unanimously at 7:06 p.m.

Minutes by:

Debra M. Parker, City Clerk

Minutes approved by the City Council _____.

CITY COUNCIL MEETING
January 5, 2026

TO: Mayor & City Council
FR: City Administrator
RE: City Officer Appointments
ACTION: Discuss and act on annual appointment of City Officers

Background:

At the first City Council meeting in January, the Mayor, by and with the consent of the City Council, must appoint the following City officers: City Clerk, City Treasurer, Chief of Police/Director of Public Safety, Municipal Court Judge, and City Attorney. The Mayor may also, by and with the consent of the City Council, appoint one or more Deputy City Clerks.

Legal Considerations:

Pursuant to K.S.A. 12-16,128, if the City Council fails to approve mayoral appointments within 45 days, such appointments are deemed approved. Further, mayoral appointments must be approved unless the City Council makes a specific finding by the passage of a resolution that the person is either unqualified to hold the office or is not fit to hold the office or position.

City Staff:

The City Code at Section 115.010 requires that five (5) City officers be appointed at the first meeting in January. One or more Deputy City Clerk may also be appointed.

Recommendation:

Motion to appoint the following officers for an annual term commencing January, 2026:

City Clerk	Debra M. Parker
Police Chief/Director of Public Safety	Gordon Fell
City Attorney	J.T. Klaus
City Treasurer	Sydney Thomas
Municipal Court Judge	Larry Linn
Deputy City Clerk	Lachelle Tootle

City Council Meeting
January 5th, 2026

TO: Mulvane City Council

FR: Gordon Fell, Director of Public Safety

RE: Updated contract with current city prosecutor

ACTION: Motion to approve contract with Joy K. Williams, City Prosecutor

Background:

Ms. Williams took over the position of Mulvane City Prosecutor in October 2020.

Analysis:

Ms. Williams brings a fair and swift approach to the Mulvane Municipal Court which is held typically 4 times a month. She routinely makes herself available to review cases and provides a direction for cases that create questions for local law enforcement.

Mulvane Municipal Court is held four times a month and handles all misdemeanors and traffic violations covered by the STO, UPOC and City Code.

Financial Considerations:

The compensation provided to the Attorney from the City for the Primary Services referenced in Section 1 of this Contract shall be \$2,500.00 per month. Additional Services will be compensated at the rate of \$200.00 per hour. This is an increase of \$500.00 per month and \$75.00 per hour increase for additional services.

Legal Considerations:

The changes to the contract are related to the dates and compensation.

Recommendation:

Motion: Motion to approve contract with Joy K. Williams.

INDEPENDENT CONTRACT

THIS INDEPENDENT CONTRACT ("Contract") entered into by and between the City of Mulvane, Kansas, a municipal corporation within the State of Kansas, (the "City") and Joy K. Williams (the "Attorney").

WITNESSETH:

WHEREAS, the City desires to engage the Attorney to provide the legal services as the City Prosecutor as delineated herein; and

WHEREAS, the Attorney desires to act as the City Prosecutor and provide the legal services delineated herein.

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

1. **Scope of Primary Services:** The Attorney is engaged by the City as the City Prosecutor to provide the following legal services as his primary obligations pursuant to this Contract ("Primary Services"). These Primary Services are defined to include: prosecution of criminal offenses and violations of the City's Municipal Code in the City Municipal Court; defense of the City on appeals to criminal matters and Code violations; providing legal advice and training to the City and City police regarding Code enforcement, probable cause, and other matters; and other matters incidental to the foregoing.

2. **Additional Services:** In addition to the Primary Services, the City may desire that the Attorney provide additional services in the form of special projects/investigations or appellate litigation ("Additional Services"). Said Additional Services will be compensated at the rate identified in Section 4 under Compensation. The exact terms and conditions of the provision of said Additional Services will be mutually agreed to in writing by the parties hereto prior to the commencement of any such services by the Attorney.

3. **Term:** The term of this Contract commences on the date hereof and expires on 4th day of January 2027, unless earlier terminated pursuant to the terms hereof. Subsequently, this Contract may be renewed and extended, in writing, by the parties hereto. Notwithstanding the foregoing, in accordance with the Code of the City, the Attorney may be removed from his position and this Contract terminated at any time by the governing body of the City upon notice given to the Attorney, or the Attorney may be suspended by the Mayor of the City upon written notice given to the Attorney, with or without compensation.

4. **Compensation:** The compensation provided to the Attorney from the City for the Primary Services referenced in Section 1 of this Contract shall be \$2,500.00 per month. Additional Services will be compensated at the rate of \$200.00 per hour.

5. **Independent Contractor:** The parties hereby agree the Attorney is an independent contractor. This Contract is intended to create an independent contractor relationship between the Attorney and the City for the purposes of federal, state, and local law, including the Internal Revenue Code of 1986, as amended. The Attorney is not an employee of the City and, therefore, is not entitled to any benefits to which employees may be entitled under state or federal law, including health insurance, retirement, vacation, sick leave, workers' compensation, or unemployment compensation benefits.

The Attorney assumes full responsibility for payment of all taxes or assessments on compensation earned and paid hereunder, under all applicable federal, state, and local laws, including, but not limited to,

income tax and self-employment tax. The City shall not withhold any federal, state, or local taxes from the Attorney's compensation and shall not pay any social security and/or Medicare taxes attributable to such compensation. The Attorney agrees to indemnify, defend, and hold the City harmless for and against any claimed or actual taxes or assessments, or fees, fines or penalties in connection therewith, related to compensation under, or for work performed by the Attorney pursuant to, this Contract.

6. Performance of Services: The Attorney shall have full control over the methods, techniques, and procedures for performing both Primary Services and Additional Services, shall establish the necessary priorities and sequence required for the work hereunder, and, subject to the rules and procedures of the City Municipal Court, shall determine when, where and how to complete the Primary Services and Additional Services. The Attorney shall provide all such labor, office space, necessary equipment (including computer) materials, assistance, and staff as he or she shall from time to time deem necessary to perform the Services hereunder. The City shall not provide any work materials or equipment. The Attorney is not expected to devote substantially all of his time to the City, shall not have any set hours of work and shall not maintain an office at City Hall. Except as dictated by the Kansas Rules of Professional Conduct, nothing herein shall restrict the Attorney or any member of any firm of the Attorney's from other gainful work and shall not restrict the Attorney or said firm (by implication or otherwise) from serving other lawful clients. It is understood that the Attorney spends more than a de minimis amount of time serving other clients unrelated to the City and that the Attorney's services are available to the general public on a regular and consistent basis. The Attorney shall perform the contract services hereunder as he or she, in his professional opinion, shall deem appropriate to meet the needs of the City.

The Attorney hereby represents that he or she is a Kansas attorney, duly licensed in the State of Kansas, authorized to practice before the Kansas Supreme Court and the United States District Court of Kansas. The Attorney agrees to maintain such licensure, including all required continuing legal education credits and training necessary for continued licensure at the Attorney's expense. The parties acknowledge that in carrying out the services addressed in this Contract, the Attorney will be acting on behalf of or in service of a governmental entity in an official capacity, as referenced in the Kansas Tort Claims Act, K.S.A. 75-6102(d)(1) (supp 2009).

In the event the Attorney is unable to provide the legal services contained in this Contract due to extended illness, absence, or other pursuits, the governing body of the City may negotiate compensation with other attorneys to provide legal services, but no compensation will be paid to the Attorney during his absence.

Nothing contained in this Contract shall prohibit the City from utilizing other legal representation for specific types of legal services which may be deemed in the best interest of the City.

7. Compliance with Law: In providing services pursuant to this Contract, the Attorney will comply with all applicable federal, state and local laws.

8. Non-Discrimination: In providing services pursuant to this Contract, the Attorney will not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry.

9. Interest of Public Officials: No public official who exercises any functions or responsibilities in the review and approval of this Contract will have any direct or indirect interest in the amounts payable pursuant to this Contract.

10. Assignment: No party hereto has the authority to assign this Contract, or any interest under this Contract.

11. Notices: All notices required herein will be made in writing and mailed or hand delivered to the regular places of business of the respective parties hereto.

12. Entirety of the Contract: Amendment: All prior negotiations have been reduced to writing and are included herein. This Contract supersedes, cancels and terminates all prior written and/or oral understandings or agreements relating to the same or similar subject matter. This Contract constitutes the entire agreement of the parties and may not be amended, altered, or modified, except by written agreement of the parties.

13. Construction: This Contract will be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, this Contract is hereby executed by the parties hereto as of the 5th day of January 2026

ATTORNEY

By: _____
Joy K. Williams

CITY

City of Mulvane, Kansas

By: _____
Brent Allen, Mayor

ATTEST:

SEAL

Debra M. Parker, City Clerk

City Council Meeting
January 5, 2026

TO: Mayor and City Council
FROM: Kaylie Mistretta, Senior Center Director
RE: Volunteer Transportation Agreement between
Sedgwick County & City of Mulvane
ACTION: Approval of Volunteer Transportation Services Agreement

Background:

The Mulvane Senior Center currently utilizes RSVP (Retired Senior Volunteer Program) volunteers who provide transportation services for seniors 60 years of age and older. The City originally signed an agreement with the Sedgwick County Department on Aging in October, 2015 and then has renewed the agreement each year to provide the Senior Center with some reimbursement for volunteer drivers in the transportation program. The agreement is once again up for renewal.

Financial Considerations:

This Agreement will compensate for a fee-for-service basis, which is seven dollars (\$7) per coordinated ride, not to exceed \$2,000 per year from the County to the Mulvane Senior Center for 2026. The term coordinated ride means a single one-way ride for one single rider or for multiple riders who have the same origin and destination.

2016 - \$1,519.00

2017 - \$1,771.00

2018 - \$1,995.00

2019 - \$1,995.00

2020 - \$1,253.00

2023 - \$7,189.00

2024 - \$2,310.00

2025- \$1,967.00 Not final amount, have not received all payments for the year.

Legal Considerations:

The City Attorney has reviewed the annual agreement from past years.

All drivers must be RSVP Registered Volunteers. Volunteer Drivers supply their own personal insurance information and their driver's License information when they register. The program conducts a criminal history and sex offender background check on eligible volunteers. The program purchases excess liability coverage on each volunteer in the performance of their volunteer duties. The volunteer driver's insurance is the primary coverage.

The contract between the Mulvane Senior Center and the Sedgwick County Department on Aging's Transportation Program has to be renewed in order to continue to receive reimbursement. If the Center fails to comply with the performance terms of the contract, the Center will have breached the contract and it may be canceled, terminated or suspended.

Recommendation:

Motion to approve the Volunteers Transportation Agreement between the City of Mulvane, Kansas and Sedgwick County, Kansas for providing transportation services pursuant to the RSVP Transportation Program.

VOLUNTEER TRANSPORTATION SERVICES AGREEMENT

by and between:

SEDGWICK COUNTY, KANSAS

and

CITY OF MULVANE, KANSAS

Mulvane Senior Center

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

WITNESSETH:

WHEREAS, County, by and through its Department of Aging & Disabilities, desires to make available coordination of volunteer transportation services to those residents of Sedgwick County; and

WHEREAS, Contractor warrants that it is fully capable of providing said coordination of volunteer transportation services; and

WHEREAS, County desires to engage Contractor to provide said coordination of volunteer transportation services; and

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

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

1. **Purpose and Scope of Work.** It is mutually agreed by and between County and Contractor that it is the purpose of this Contract that Contractor provide a program of volunteer transportation services as provided by the RSVP Volunteer Program drivers with rides to be coordinated by the Contractor. Contractor understands and agrees that it will be responsible for coordinating needed transportation services that will then be carried out by the County's RSVP volunteers. The parties agree that time is of the essence in Contractor's performance of this Agreement.

2. **Term.** The Agreement shall be for one (1) year, commencing January 1, 2026 and ending December 15, 2026. The Sedgwick County Manager is authorized to approve any renewals on behalf of Sedgwick County Department of Aging & Disabilities.

3. **Prohibition on Rides Provided.** County will not authorize compensation to Contractor for coordinated rides for RSVP volunteer's relatives being transported in the same vehicle. For purposes of this Agreement, the term "relative" includes spouses/partners, siblings, brothers or sisters-in-law, children or stepchildren, grandchildren, great-grandchildren, and any individual, related or not, residing at the same address of the RSVP volunteer. No trip will be compensated if the trip goes beyond the following counties: Butler, Cowley, Harper, Harvey, Kingman, Reno and Sumner.

4. **Incorporation of Documents.** Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment) and Appendix B (Sedgwick County Mandatory Independent Contractor Addendum) are attached hereto and are made a part hereof as if fully set forth herein.

General Terms and Conditions

1. **Contractual Relationship.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

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

3. **Compensation.** Contractor understands and agrees that any and all compensation provided under this Agreement is on a fee-for-service basis, which is seven dollars (\$7.00) per coordinated ride – not to exceed \$2,000 per year. For purposes of this Agreement, the term "coordinated ride" means a single one-way ride for one single rider or for multiple riders who have the same origin and destination. These fees include all of Contractor's time, labor and equipment, travel, and all other expenses associated with the provision of goods, equipment and/or services, and shall be the sole compensation rendered to Contractor hereunder. Under no circumstances shall the compensation paid under this Agreement exceed available program funds.

4. **Invoicing and Billing.** Contractor shall submit all invoices and/or billing statements no later than the tenth (10th) day of each month.

Pages must include the following information:

- a. Date of trip(s) coordinated
- b. Volunteer driver assigned
- c. Origin and destination addresses
- d. Purpose/description of the ride
- e. Name of passenger(s)
- f. Miles driven with passenger(s) (not from start and end of volunteer home, apt., etc.) per trip
- g. Amount of time driven (in hours and minutes) with passenger(s) (not to include non-road time with passenger(s))
- h. Amount of non-road time (escorted) with passenger(s) (in hours and minutes)

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County.

Contractor understands and acknowledges that statements for rides coordinated in the last month of this Agreement must not carry over into the new funding year (beginning January 1, 2027). Accordingly, all statements for services rendered under this Agreement must be submitted to the County no later than December 15, 2026. County will not honor any requests for reimbursement compensation received after that date. County will not honor any requests for reimbursement compensation received after that date.

5. Warranties and Representation. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Agreement both as to time and quantities, with County reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. In the event no quality is specified on the face hereof, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If delivery of goods or equipment and/or rendering of services cannot be maintained, Contractor must notify County immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, County reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which County may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

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

County: Sedgwick County Department of Aging & Disabilities
Attn: Contract Notification
271 W. 3rd Street N., Suite 500
Wichita, Kansas 67202

and

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

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

7. Termination.

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

discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Ownership of Data. All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by Contractor in relation to this Agreement shall be owned by County and shall be handed over and/or returned to County upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the County.

21. Intellectual Property Rights. As applicable, all original software, software code, and/or intellectual property developed or created by County in relation to this Agreement shall remain the sole property of the County. Contractor shall surrender all original written materials, including, but not limited to any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, and any and all intellectual property to County upon the expiration or termination of this Agreement.

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

SEDGWICK COUNTY, KANSAS

CITY OF MUVLANE, KANSAS

Thomas J. Stolz, County Manager

Mayor

APPROVED AS TO FORM ONLY:

ATTESTED TO:

Adrienn F. Clark
Assistant County Counselor

Kelly B. Arnold
County Clerk

APPENDIX A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

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

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality.** County and Contractor, to the extent applicable, must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement and the production of records. In addition, Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement and shall maintain such information securely and confidentially. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with applicable laws. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the

period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

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

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed Agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the Agreement, County will offset said delinquent taxes by the amount of the payment due under the Agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.
18. **Inapplicability to Municipal Contractors.** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, 17.
19. **Safety Recall Notices.** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section 18 survives expiration or

termination of the Agreement.

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

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

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

APPENDIX B

SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

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

Authorizing Resolution for PMIB Loan:

Staff recommends pursuing the PMIB loan under K.S.A. 79-2005(n) for the 2020 Tax Refund at this time (for the January affected tax distribution). The City Attorney has drafted the proposed Resolution necessary for both the January and June withholdings.

Action:

- (1) I move we pass Resolution 2026-1 authorizing the Mayor to apply for a loan from the Pooled Money Investment Board through the Sumner County Treasurer to cover the January 2026 and June 2026 tax distribution withholdings, pursuant to K.S.A. 79-2005(n).
- (2) I move we authorize the Mayor to execute the Property Tax Loan Agreement to apply for a loan from the pooled money investment board through the Sumner County Treasurer to cover the January 2026 tax distribution withholdings, pursuant to K.S.A. 79-2005(n).

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF MULVANE, KANSAS TO REQUEST ONE OR MORE LOANS FROM THE POOLED MONEY INVESTMENT BOARD PURSUANT TO K.S.A. 79-2005 AS A RESULT OF CERTAIN TAX REFUND AND REDUCTIONS ORDERED TO BE PAID TO THE KANSAS STAR CASINO.

WHEREAS, the Kansas Star Casino (“Kansas Star”) is the largest ad valorem property taxpayer in the City of Mulvane, Kansas (“City”), historically representing more than half of the City’s total assessed valuation and exceeds 5% of the total assessed valuation of all property located within Sumner County, Kansas;

WHEREAS, each year since 2012, the Kansas Star has appealed the valuation of its real property to the State Board of Tax Appeals (“BOTA”) pursuant to K.S.A.79-1609;

WHEREAS, the appeals have caused the valuation of the Kansas Star to fluctuate significantly, resulting in retroactive valuation reductions whereby the City must pay back the amount of property tax collected that exceeded the tax on the adjusted valuation (“Tax Refund”);

WHEREAS Tax Refunds for tax years 2012, 2013, 2014, 2015, 2016, 2017, 2018 and 2019 have already been ordered and paid;

WHEREAS, the appeal for the year 2020 has resulted in the final order of a \$1,141,675.50 Tax Refund from the City owed to Kansas Star; and the Sumner County Treasurer has given notice to the City that it will necessarily withhold said amount from the January 20, 2026 property tax distributions to the City;

WHEREAS, the appeal for the year 2021 has resulted in the final order of a \$1,331,709.30 Tax Refund from the City owed to Kansas Star; and the Sumner County Treasurer has given notice to the City that it will necessarily withhold said amount from the June 5, 2026 property tax distributions to the City;

WHEREAS, the tax distribution withholdings will reduce the City’s 2026 tax revenue by \$2,473,384.80, which will have an extreme detrimental affect the fiscal health of the City and leave the City unable to pay the current year’s budgeted expenditures;

WHEREAS, pursuant to K.S.A. 79-2005(n), a taxing subdivision may receive a loan from the pooled money investment board where (1) the assessed valuation of a taxpayer’s property exceeds 5% of the total county assessed valuation of all property located within such county; (2) the taxpayer appeals to the court of tax appeals pursuant to K.S.A. 79-1609; and (3) the total aggregate amount of loans under the program does not currently exceed \$50,000,000;

WHEREAS, funds are necessary for the orderly continuation of City services and programs and the Governing Body of the City finds it necessary, advisable, and appropriate to apply for a loan from the pooled money investment board as specifically provided in K.S.A. 79-2005(n);

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

Section 1. The Governing Body of the City of Mulvane, Kansas hereby authorizes the Mayor to apply, and request that the Sumner County Treasurer apply or certify as needed, for a loan or loans in the amount of \$2,473,384.80 from the pooled money investment board for the benefit of the City of Mulvane, Kansas, as provided in K.S.A. 79-2005(n). And further, that the loan(s) be requested in two necessary installments of \$1,141,675.50 in January 2026 and \$1,331,709.30 in June 2026, when the amounts are being withheld from the City's tax distributions.

Section 2. The Mayor and the City Clerk are hereby authorized to take such additional action and execute such additional certifications and documents as may be required as necessary to secure the loan hereby authorized and to carry out the intent of this Resolution.

Section 3. This Resolution shall become effective upon adoption and passage by the Governing Body of the City.

[Remainder of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by the Governing Body of the City of Mulvane,
Kansas this 5th day of January, 2026.

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

Property Tax Loan Agreement

This loan agreement is entered into between the Pooled Money Investment Board (PMIB) and the City of Mulvane, Kansas (County/Taxing Subdivision) as authorized by K.S.A. 79-2005(n):

(n) Whenever a taxpayer appeals to the court of tax appeals pursuant to the provisions of K.S.A. 79-1609, and amendments thereto, or pays taxes under protest related to one property whereby the assessed valuation of such property exceeds 5% of the total county assessed valuation of all property located within such county and the taxpayer receives a refund of such taxes paid under protest or a refund made pursuant to the provisions of K.S.A. 79-1609, and amendments thereto, the county treasurer or the governing body of any taxing subdivision within a county may request the pooled money investment board to make a loan to such county or taxing subdivision as provided in this section. The pooled money investment board is authorized and directed to loan to such county or taxing subdivision sufficient funds to enable the county or taxing subdivision to refund such taxes to the taxpayer. The pooled money investment board is authorized and directed to use any moneys in the operating accounts, investment accounts or other investments of the state of Kansas to provide the funds for such loan. Each loan shall bear interest at a rate equal to the net earnings rate of the pooled money investment portfolio at the time of the making of such loan. The total aggregate amount of loans under this program shall not exceed \$50,000,000 of unencumbered funds pursuant to article 42 of chapter 75 of the Kansas Statutes Annotated, and amendments thereto. Such loan shall not be deemed to be an indebtedness or debt of the state of Kansas within the meaning of section 6 of article 11 of the constitution of the state of Kansas. Upon certification to the pooled money investment board by the county treasurer or governing body of the amount of each loan authorized pursuant to this subsection, the pooled money investment board shall transfer each such amount certified by the county treasurer or governing body from the state bank account or accounts prescribed in this subsection to the county treasurer who shall deposit such amount in the county treasury. Any such loan authorized pursuant to this subsection shall be repaid within four years. The county or taxing subdivision shall make not more than four equal annual tax levies at the time fixed for the certification of tax levies to the county clerk following the making of such loan sufficient to pay such loan within the time period required under such loan. All such tax levies shall be in addition to all other levies authorized by law.

1. Loan Amount: \$ 1,141,675.50
2. Funding Date and Term of Loan: / / to / / (up to 4 years)

3. Request for Funds: The county/taxing subdivision shall certify the amount of the loan as outlined in K.S.A. 79-2005(n).
 - Attachment A: Certification Form
 - Attachment B: Wire Transfer Instruction Form
4. Interest: Each loan shall bear interest at a rate equal to the net earnings rate of the pooled money investment portfolio (ADB) at the time of the making of such loan. This interest rate shall be a fixed rate and calculated on a 365 day year simple interest basis.
5. Payment:
 - A. Principal: Principal payments are due annually in 4 equal payments (*up to 4*). There shall be no penalty for pre-payment of principal.
 - B. Interest: Interest payments are due annually. Interest Rate: _____%
 - C. Notifications: PMIB will provide notice of interest due and wiring instructions.
6. Contacts: Any notices required by this Agreement shall be delivered to:

For the PMIB:

Pooled Money Investment Board
 Joel Oliver, Director of Investments
 900 SW Jackson, Suite 209
 Topeka, KS 66612-1220
 (785) 296-3372

For the County/Taxing Subdivision:

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

with a copy to:

J.T. Klaus, City Attorney
Spencer Fane LLP
2229 S. West Street
Wichita, Kansas 67213

 Joel Oliver
 Director of Investments, PMIB

 Name

Brent Allen, Mayor

 Title

 Date

01/05/2026

 Date

Attachment A
Certification of Loan

Date: _____

(County/Taxing Subdivision) hereby certifies the requested loan complies with the provisions set forth in K.S.A. 79-2005(n). The assessed valuation of property of which the taxpayer is appealing to the court of tax appeals pursuant to the provisions of K.S.A. 79-1609, and amendments thereto, or paying taxes under protest shall exceed 5% of the total county assessed valuation of all property located within such county. The taxpayer shall receive a refund of such taxes from the county/taxing subdivision.

Loan amount requested: \$ _____

County/Taxing Subdivision

Address City State Zip

Authorized Signature Printed Name Title

State of Kansas, County of

This instrument was acknowledged before me on _____ (date) by _____

(name of person).

Notary Public Appointment Expiration

CITY COUNCIL MEETING
MULVANE, KANSAS
January 5, 2026

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

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

Project Name/Description	Project Status
Phase 3 Main A Sanitary Sewer Improvements <i>(Bond Issue funding)</i>	<p><u>Completed to Date:</u> All punch-list items have been completed.</p> <p><u>Remaining Work:</u> The City is reviewing a plan to construct a reinforced concrete valley gutter in 3rd Ave. on the north side of Mulvane St. This work would be performed by Apex Excavating as warranty work on their full-width replacement of 3rd Ave. pavement.</p> <p><u>Contract Status:</u> Apex Excavating's current contract amount, including Change Order No. 4 is \$1,283,628.63. Pay App. No. 5 was submitted on 12/12/25 in the amount of \$128,362.86 which represents 100% of the total current contract amount, plus the remaining 10% held in retainage.</p>
Phase 4 Main A Sanitary Sewer Improvements <i>(Bond Issue funding)</i>	<p><u>Completed to Date:</u> Approx. 2,265 LF of the total 3,966 LF ($\pm 57\%$) of the sanitary sewer line has been completed and tested, including the boring and steel encasement under K-15. Some site clearing has been completed north of K-15 and some site restoration has been completed in Ralph Bell Park.</p> <p><u>Remaining Work:</u> Complete SS installations north through the Nye 5th Add'n and Farber properties, replace asphalt pavements and restore all construction sites.</p> <p><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. Pay App. No. 1 was submitted on 12/17/25 in the amount of \$648,987.75 which represents approx. 42% of the total current contract amount, less 10% held in retainage.</p>
English Park Pedestrian Bridge <i>(Special Sales Tax)</i>	<p><u>Completed to Date:</u> The Contractor has completed site grading for the bridge including adjacent storm sewer inlet and pipe.</p> <p><u>Remaining Work:</u> Bridge foundations, sidewalk approaches and the manufacturing, delivery and installation of the bridge.</p> <p><u>Contract Status:</u> PSE Contractors' current contract amount is \$280,512.50.</p>
Water Distribution System Study <i>(Water Fund)</i>	<p><u>Completed to Date:</u> A preliminary draft of the study has been completed and sent to City Staff for review.</p> <p><u>Remaining Work:</u> Prepare and submit a final draft.</p> <p><u>Project Schedule:</u> Pending City Staff review.</p>

Agenda Section – Land Bank

January 5, 2026
Mulvane Land Bank Trustee Meeting

TO: Chair & Land Bank Trustees

FR: Land Bank Staff

RE: Land Bank Related Business

ACTION: Conduct Land Bank business

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

The Land Bank shall make an annual report to the Governing Body on or before January 31 of each year, showing receipts and disbursements from all funds under its control and showing all property transactions occurring in each year. Such report shall include an inventory of all property held by the Land Bank. A copy of such inventory shall also be published by the secretary/treasurer in the official City newspaper on or before January 31 of each year.

Motion to recess the 1-5-26 City Council meeting and convene as the Mulvane Land Bank.

Motion to approve the 9-15-25 Land Bank Trustee meeting minutes.

Motion that the Mulvane Land Bank Trustees approve the Mulvane Land Bank Annual Report for 2025.

Consider Notice of Agreement and Right of First Refusal for 202 W. Main.

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

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

MULVANE LAND BANK
9/15/25
Board of Trustees Meeting Minutes

Present: Tim Huntley, Trish Gerber, Kurt Westfall, Grant Leach, Todd Leeds.

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

MOTION by Westfall, second by Gerber to recess the September 15, 2025, City Council meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Gerber, second by Westfall to approve the September 3, 2025, Land Bank Trustee meeting minutes.

MOTION approved unanimously.

MOTION by Gerber, second by Westfall to approve the invoice from Mulvane News in the amount of \$155.03 for the Notice of Budget Hearing.

MOTION approved unanimously.

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

MOTION approved unanimously.

Minutes by:

Debra M. Parker, Secretary

Approved by the Mulvane Land Bank _____.

**2025 ANNUAL REPORT
MULVANE LAND BANK**

Revenues:	
Beginning Balance	\$19,110.50
Rental Income	\$0.00
Sale of Property	\$0.00
Insurance Refund	\$0.00
Total:	\$19,110.50
Expenses:	
Land Purchase	\$0.00
Legal Fees	\$1,500.00
Insurance	\$0.00
Utilities	\$0.00
Legal Publications	\$269.43
Building repairs	\$0.00
Audit Services	\$0.00
Property taxes	\$0.00
Building maintenance	\$0.00
Misc. expense	\$0.00
Total expenses:	\$1,769.43
Ending Balance 2025:	\$17,341.07
New Property Acquired:	
None	
Current Property:	
None	
Property Sold:	

**City Council Meeting
January 5, 2026**

TO: Mayor and City Council Sitting as Mulvane Land Bank
FROM: Austin St. John, City Administrator
RE: 202 W. Main/Right of First Refusal
ACTION: Consider Notice of Agreement and Right of First Refusal

Background:

On January 15, 2018, Ron Keller, through his entity Five For a Dollar, LLC, a Kansas limited liability company ("FFD") entered into a Real Estate Purchase Agreement with the Mulvane Land Bank (the "Land Bank") pursuant to which the Land Bank agreed to sell to FFD the property at 202 W. Main, Mulvane, Kansas (the "Property"),

Pursuant to a Special Warranty Deed dated February 21, 2018 and recorded with the Sumner County Register of Deeds on or about February 18, 2018 in Book #1018 at Page #0669 (the "Original Deed"), the Land Bank was provided a Right of First Refusal with respect to the Property if at any time FFD (i) received an acceptable bona fide offer to purchase from a ready, willing, and able purchaser or lessee which FFD desires to accept, or (ii) made a bona fide offer to sell, lease, or otherwise transfer to such a purchaser or lessee, all of their rights, title and interest in and to the Property.

Ben Gartner, Broker at J.P. Weigand & Sons, Inc., provided written notice of FFD's intent to sell the Property to Ryan Gould and Emily Sippel, husband and wife (collectively, the "Proposed Buyer"), for a purchase price of \$109,344.33 and to close on or about March 4, 2026 (the "Proposed Transfer").

Analysis:

The Land Bank has until January 18, 2026 to provide notice of its intent to exercise its right to purchase the Property on the same terms as the Proposed Transfer.

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

Financial Considerations:

If the Land Bank desires to purchase the Property, the purchase price would be \$109,344.33. If the Land Bank desires to consent to the Proposed Transfer, there would be no costs other than the cost associated with the recording of the Notice of Agreement and Right of First Refusal.

Legal Considerations:

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

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

Recommendation:

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

After recording, return to:

City of Mulvane, Kansas
Attn: City Clerk
211 N. 2nd
Mulvane, Kansas 67110
Telephone: (316) 777-1143

NOTICE OF AGREEMENT AND RIGHT OF FIRST REFUSAL

THIS NOTICE OF AGREEMENT AND RIGHT OF FIRST REFUSAL (“Notice”) is effective as of this 5th day of January, 2026, by Ryan Gould and Emily Sippel, husband and wife, with a notice address of 837 E. Greenway Court, Derby, Kansas 67037 (collectively, the “Proposed Buyer”), and acknowledged by the Mulvane Land Bank (the “Land Bank”).

WHEREAS, Five For a Dollar, LLC, a Kansas limited liability company (“FFD”), entered into a certain Real Estate Purchase Agreement dated January 15, 2018 with the Land Bank pursuant to which the Land Bank agreed to sell to FFD the property with the following common address: 202 W. Main, Mulvane, Kansas legally described on Exhibit A attached hereto and incorporated by this reference herein (collectively, the “Property”); and

WHEREAS, pursuant to a Special Warranty Deed dated February 21, 2018, and recorded with the Sumner County Register of Deeds in Book #1018 at Page #0669 (the “Deed”), the Land Bank was provided a Right of First Refusal with respect to the Property if at any time FFD (i) received an acceptable bona fide offer to purchase from a ready, willing, and able purchaser or lessee which FFD desires to accept, or (ii) made a bona fide offer to sell, lease, or otherwise transfer to such a purchaser or lessee, all of their rights, title and interest in and to the Property; and

WHEREAS, FFD has provided written notice of its intent to sell the Property to the Proposed Buyer on or about December 22, 2025 (the “Proposed Transfer”); and

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

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

1. The Land Bank consents to the transfer of the Property to Proposed Buyer provided the same occurs on or before March 31, 2026.

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

Executed this ____ day of _____, 2026.

Ryan Gould

Emily Sippel

ACKNOWLEDGEMENT

STATE OF KANSAS)
)
COUNTY OF _____) ss:

BE IT REMEMBERED that on this _____ day of _____, 20____, before me, a notary public in and for said County and State, came Ryan Gould and Emily Sippel, husband and wife, who are personally known to me to be the same persons who executed and acknowledged the within instrument.

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

[seal]

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT AND CONSENT:

MULVANE LAND BANK

By _____
Brent Allen, Chair

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of January, 2026, before me, a notary public in and for said County and State, came Brent Allen, Chair of the Mulvane Land Bank, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said entity, and such person duly acknowledged the execution of the same to be the act and deed of said entity.

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

[seal]

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

Lot 2, Block 1, Original Town, Mulvane, Sumner County, Kansas, commonly known as 202 W. Main Street, Mulvane, Kansas 67110

City of Mulvane Utility Bills

Due: 1/5/2026

			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	\$	738.30											\$ 369.15	\$ 369.15			\$ 738.30		
Splash Park- 105 W. Main	04-0720-00	\$	261.32										\$	261.32				\$ 261.32		
Band Shell - 117 E. Main	04-8770-01	\$	27.07									\$ 27.07						\$ 27.07		
Main St. Park - 117 E. Main	04-8780-01	\$	1.25									\$ 1.25						\$ 1.25		
Pix Center - 101 E Main	04-8800-02	\$	241.59									\$ 241.59						\$ 241.59		
Public Works Building - 410 W. Bridge	05-0001-02	\$	999.50	\$ 124.94	\$ 124.94	\$ 249.88				\$ 499.75								\$ 999.50		
Public Works Building #2 - 410 W Bridge	05-0002-00	\$	364.74							\$ 364.74								\$ 364.74		
Water Pump #3 - 211 N. Second	05-0005-02	\$	1.25		\$ 1.25													\$ 1.25		
Maintenance Shop - 124 Boxelder	05-0015-02	\$	406.36	\$ 40.64	\$ 40.64	\$ 40.64	\$ 40.64			\$ 203.18								\$ 406.36		
Utility Shop - 120 Boxelder	05-0025-02	\$	631.03	\$ 105.17	\$ 105.17	\$ 210.34	\$ 105.17	\$ 105.17										\$ 631.03		
Lift Station - 0 Industrial Dr.	05-0070-02	\$	9.58					\$ 9.58										\$ 9.58		
Sewage Disposal Plant - 1441 N. Pope Dr.	05-0098-01	\$	2,360.77			\$ 2,360.77												\$ 2,360.77		
2011 Sewage Disposal Plant - 1441 N. Pope Dr.	05-0099-01	\$	6,112.49			\$ 6,112.49												\$ 6,112.49		
Sewer Chemical Injection - 1441 N. Pope Dr.	05-0101-01	\$	210.65				\$ 210.65											\$ 210.65		
Sewage Disposal Head Works - 1441 N. Pope Dr.	05-0102-01	\$	1,459.51			\$ 1,459.51												\$ 1,459.51		
Sewer Vehicle Storage - 1441 N. Pope Dr.	05-0103-01	\$	983.95			\$ 983.95												\$ 983.95		
Water Treatment Plant - 100 N. Oliver	05-0150-01	\$	29.23		\$ 29.23													\$ 29.23		
Lift Station -1900 N Rock Road - B	05-0605-01	\$	16.45				\$ 16.45											\$ 16.45		
Water Tower - 1420 N. Rock Road	05-0770-01	\$	20.32		\$ 20.32													\$ 20.32		
E.S. & Police - 1420 N. Rock Road	05-0772-01	\$	10.67						\$ 5.34					\$ 2.67	\$ 2.67			\$ 10.67		
North Sub Station - 8100 E. 111th St. So.	05-0800-03	\$	1.25	\$ 1.25														\$ 1.25		
Sports Complex Concession - 955 E. 111th St. So.	05-0900-01	\$	468.00								\$ 468.00							\$ 468.00		
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	\$	203.99													\$ 203.99		\$ 203.99		
Water Reservoir - 9903 E. 111th St. So.	05-0950-01	\$	522.59		\$ 522.59													\$ 522.59		
Dog Shelter - 9903 E. 111th St. So.	05-0960-01	\$	2.09						\$ 2.09									\$ 2.09		
City Building - 211 N. Second	06-9955-01	\$	463.68					\$ 463.68										\$ 463.68		
City Building - 211 1/2 N. Second	06-9960-01	\$	87.01					\$ 87.01										\$ 87.01		
Styx Creek/Pickle Ball Bathrooms	07-0300-00	\$	23.45									\$ 23.45						\$ 23.45		
Parks Department - 507 N. First	12-7500-02	\$	71.09									\$ 71.09						\$ 71.09		
Parks Department - 507 N. First	12-7550-02	\$	74.82									\$ 74.82						\$ 74.82		
Parks Department - 507 N. First	12-7600-01	\$	36.33									\$ 36.33						\$ 36.33		
SW Lift - 0 Rockwood/Circle Dr.	15-7950-01	\$	134.36				\$ 134.36											\$ 134.36		
Lift Station - 0 Trail Dr.	16-7975-01	\$	35.28				\$ 35.28											\$ 35.28		
Ambulance #2 - 911 Kansas Star Dr.	25-4040-01	\$	36.20													\$ 36.20		\$ 36.20		
Police Department-420 E Main	01-1680-04	\$	29.23						\$ 29.23									\$ 29.23		
Police Department-410 E Main	01-1690-07	\$	722.19						\$ 722.19									\$ 722.19		
		\$	17,810.07	\$ 272.00	\$ 270.75	\$1,074.24	\$11,062.53	\$ 552.13	\$ 550.69	\$ 758.85	\$1,067.67	\$ 480.48	\$ 475.60	\$ 261.32	\$ 371.82	\$ 371.82	\$ 36.20	\$ 203.99	\$17,810.07	\$17,810.07

101-01-511	\$	550.69
101-02-511	\$	2,023.75
101-03-511	\$	371.82
101-04-511	\$	758.85
101-18-511	\$	408.02
219-00-617	\$	261.32
220-00-511	\$	203.99
511-09-511	\$	272.00
511-10-511	\$	270.75
512-13-511	\$	1,074.24
513-11-511	\$	11,062.53
513-12-511	\$	552.13
	\$	17,810.07

City Council Meeting
January 5, 2026

TO: Mayor and Council
FR: City Clerk – Debbie Parker
RE: Tyler Technologies Maintenance Agreement
ACTION: Information Only

Background:

In 2015, we purchased a new software program for the City. This was due to our current provider no longer providing support after the end of 2015. We purchased the new system from Tyler Technologies. This software allowed the City programs to work together within the same network instead of having separate vendors for different programs. As per our agreement, the maintenance and support fees are invoiced annually.

Analysis:

Maintenance and support fees are invoiced annually.
(Documentation attached)

Legal Considerations:

The 2015 agreement was previously reviewed by the City Attorney. There are no legal considerations.

Financial Considerations:

The annual Maintenance and Support renewal fee for December 1, 2025 through November 30, 2026 is \$40,000.68.

Timeline for Making Decision:

Approval needed to pay as a 2026 expense.

Recommendation:

Approve as a consent agenda item.

Discussion:

Vote:



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions:
 Phone: 1-800-772-2260 Press 2
 Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00229130	11/01/25	1 of 2



Bill To: MULVANE, KS CITY OF
 211 NORTH SECOND AVENUE
 MULVANE, KS 67110

Delivery To: MULVANE, KS CITY OF
 211 NORTH SECOND AVENUE
 MULVANE, KS 67110

Cust #	Bill to Address ID	Delivery Address ID	Currency	Terms	Due Date
49195	LOC000028356	LOC000028356	USD	Net45	12/16/2025
Cust PO#	Sales Order	Billing Schedule			
	SBI1000-000001093	211-2015500016			

Contract Date	Description	Quantity	Unit Price	Extended Price
03/09/23	Incode Court Case Resolution Bundle 12/01/2025 - 11/30/2026	1	\$0.00	\$0.00
03/09/15	Cashiering - Maintenance 12/01/2025 - 11/30/2026	1	\$1,466.01	\$1,466.01
03/09/15	Content Manager Core - Maintenance 12/01/2025 - 11/30/2026	1	\$2,074.02	\$2,074.02
03/09/15	Address Verification with PreSort 12/01/2025 - 11/30/2026	1	\$1,370.10	\$1,370.10
03/09/15	Criminal Case Manager - Maintenance 12/01/2025 - 11/30/2026	1	\$2,282.40	\$2,282.40
03/09/15	Work Orders 12/01/2025 - 11/30/2026	1	\$1,674.56	\$1,674.56
03/09/15	Additional Handheld Meter-Reader Interface - Maintenance 12/01/2025 - 11/30/2026	1	\$837.28	\$837.28
03/09/15	Utility Billing Electric/Water/Gas - Maintenance 12/01/2025 - 11/30/2026	1	\$8,374.35	\$8,374.35
03/09/15	Human Resources Management (Includes Position Budgeting) - Maintenance 12/01/2025 - 11/30/2026	1	\$3,673.39	\$3,673.39
03/09/15	Core Financials - Maintenance 12/01/2025 - 11/30/2026	1	\$5,514.06	\$5,514.06
03/09/15	Building Projects - Maintenance 12/01/2025 - 11/30/2026	1	\$1,255.93	\$1,255.93
03/09/15	Scheduling - Maintenance 12/01/2025 - 11/30/2026	1	\$1,142.02	\$1,142.02
03/09/15	Court/Police Third-Party Interface (Import or Export of Citations/Warrants/Dispositions) - Maintenance 12/01/2025 - 11/30/2026	1	\$2,282.40	\$2,282.40
03/09/15	Purchasing - Maintenance 12/01/2025 - 11/30/2026	1	\$1,369.03	\$1,369.03
03/09/15	Accounts Receivable - Maintenance 12/01/2025 - 11/30/2026	1	\$732.24	\$732.24

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions:

Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.
CI100-00229130

Date
11/01/25

Page
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Contract Date	Description	Quantity	Unit Price	Extended Price
03/09/15	Employee Access Pro 12/01/2025 - 11/30/2026	1	\$0.00	\$0.00
03/09/15	Business License 12/01/2025 - 11/30/2026	1	\$837.28	\$837.28
03/09/15	Fixed Assets - Maintenance 12/01/2025 - 11/30/2026	1	\$570.84	\$570.84
03/09/15	Address Verification with PreSort 12/01/2025 - 11/30/2026	1	\$945.00	\$945.00
03/09/15	Disaster Recovery Services 12/01/2025 - 11/30/2026	1	\$2,552.56	\$2,552.56
04/23/20	Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW 12/01/2025 - 11/30/2026	1	\$297.21	\$297.21
03/09/15	Tyler University 12/01/2025 - 11/30/2026	1	\$750.00	\$750.00

RECEIVED

NOV 07 2025

BY: 
CITY OF MULVANE

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
Tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal \$ 40,000.68

Sales Tax \$0.00

Total \$ 40,000.68

Banquet Check

Account:	Mulvane Police Department	Event Date:	Friday, December 12, 2025
Post As:	City of Mulvane Holiday Party 2025	Contact:	Amber Roper
Address:	211 North 2nd Ave Mulvane, Kansas 67110 United States	Phone:	
		Email:	aroper@mulvane.us
		Onsite Contact:	Amber Roper
		Onsite Mobile:	
MOP:		Catering Manager:	Ashley Purdie
Group Code:		Booked By:	Danielle Clasen

Date	Time	Function	Room	Agr	Gtd
Fri, 12/12/25	3:00 PM - 11:45 PM	City of Mulvane Holiday Party 2025 - Setup	Studio A + B + C	200	160
Fri, 12/12/25	6:30 PM - 10:30 PM	City of Mulvane Holiday Party 2025 - Bar	Studio A + B + C	200	160
Fri, 12/12/25	7:00 PM - 8:30 PM	City of Mulvane Holiday Party 2025 - Dinner	Studio A + B + C	200	160

Food

Quantity	Item	Price	Amount
160	HOLIDAY 2 ENTREE BUFFET + ADD-ON	\$ 64.00	\$ 10,240.00
	Subtotal:		\$ 10,240.00
	Service Charge:		\$ 2,252.80
	Sales Tax 8.50%:		\$ 1,061.89
	Food Total:		\$ 13,554.69

Beverage

Quantity	Item	Price	Amount
1	CASH BAR	\$.00	\$.00
1	HOSTED BAR		\$.00
	Subtotal:		\$.00
	Service Charge:		\$.00
	Liquor Tax 10.00%:		\$.00
	Beverage Total:		\$.00

Additional Items

Quantity	Item	Price	Amount
1	Wireless Microphone - Lapel	\$ 50.00	\$ 50.00
1	Wireless Microphone - Handheld	\$ 50.00	\$ 50.00
2	BARTENDER FEE	\$ 95.00	\$ 190.00
1	ATTENDANT / CARVER	\$ 95.00	\$ 95.00
1	AV PACKAGE	\$ 300.00	\$ 300.00
	Subtotal:		\$ 685.00
	Service Charge:		\$.00
	Sales Tax 8.50%:		\$ 58.23
	Additional Items Total:		\$ 743.23

Function Room Rental

Quantity	Item	Price	Amount
1	SERVICE FEE - \$2000 WAIVED ROOM RENTAL	\$ 440.00	\$ 440.00
1	Studio A + B + C		\$.00
	Subtotal:		\$ 440.00
	Service Charge:		\$.00
	Function Room Rental Total:		\$ 440.00

Check Subtotal	\$ 11,365.00
Total Service Charges	\$ 2,252.80
Total Taxes	\$ 1,120.12

Customer Approval

Date

Date Printed: 12/17/2025

Banquet Check

Check Grand Total	\$ 14,737.92
Deposit Paid	\$ 4,000.00
Balance Due	\$ 10,737.92



December 29, 2025

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

Re: **Phase 4 - Main "A" Sanitary Sewer Improvements**
Mulvane, Sedgwick County, Kansas
Y&A Project No. 21-482

Dear Mr. St. John:

Transmitted herewith is a signed PDF copy of Payment Application No. 1 submitted by Apex Excavating, LLC for the above referenced project. Based on field observations performed on 12/22/25 we concur with the amount of work completed and associated payment request for \$648,987.75 as outlined below.

- Payment Application No. 1 represents approx. 42% of the total contract amount (total amount requested before 10% retainage deduction, \$721,097.50 / total current contract amount, \$1,690,445.00).
- Per the contract documents, 10% of the value of the work has been retained.
- We estimate approx. 57% of the total work as been completed. To date, approx. 2,265 LF of the total 3,966 LF of the sanitary sewer line has been completed and tested, including the boring and steel encasement under K-15.
- Remaining work includes all sanitary sewer installations north of K-15, pavement replacements and site restoration.

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. Please let us know if you have questions or need any additional information.

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 4 - Main "A" Sanitary Sewer Improvements
City of Mulvane, Sedgwick
County, Kansas

Payment Application No.: 1
Payment Application Date: 12/17/25
Contract Date:

1.	ORIGINAL CONTRACT AMOUNT	\$	1,690,445.00
2.	Net Change by Change Order	\$	-
3.	CONTRACT AMOUNT TO DATE (1. + 2.)	\$	1,690,445.00
4.	TOTAL COMPLETED TO DATE (Column C from page 2, 3 and 4)	\$	721,097.50
5.	Retainage (Column D from page 2 and 3)	\$72,109.75	
6.	Total Earned, Less Retainage (4. - 5.)	\$	648,987.75
7.	Less Previous Payments	\$	-
8.	Current Payment Due	\$	648,987.75
9.	Balance to Finish (including retainage. 3. - 6.)	\$	1,041,457.25

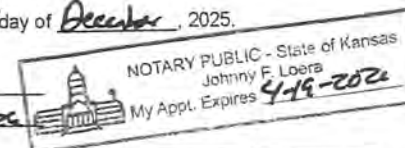
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates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

CONTRACTOR: APEX EXCAVATING, LLC
By: Eddie Flores / Project Manager Date: 12/17/25
(Name) (Title)

State of Kansas
County of Sedgwick

Subscribed and sworn before me this 17th day of December, 2025.

Notary Public: [Signature]
My Commission Expires 4-19-2026



Change Order Summary:	Additions	Deductions

Sub-Totals \$ - \$ -

Total Change Order Amount \$ -

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: \$ 648,987.75

ENGINEER: Young & Associates, PA

By: [Signature] Date: 12/29/25
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

Phase 4 - Main * Payment Application No.:
Payment Application Date:
Contract Date:

1
12/17/2025
1/0/1900

46008.

Item No.	Description	Quant.	Units	Scheduled Values		Work Completed from Previous Pay Application		Total Work Completed to Date		Amount Due this Period	Retainage this Period	Total Amount Due this Period, Less Retainage
				Unit Price*	Extension (A)	Previous Quantity	Extension (B)	Quantity To Date	Extension (C)	(C-B)	10% (D)	(C-B)-(D)
1.	18" Sanitary Sewer Pipe	372	LF	\$ 145.00	\$53,940.00		\$0.00	372.00	\$53,940.00	53,940.00	\$5,394.00	\$ 48,546.00
2.	16" Certa-Lok Sanitary Sewer Pipe	290	LF	245.00	71,050.00		\$0.00		\$0.00	0.00	0.00	0.00
3.	15" Sanitary Sewer Pipe	1,603	LF	140.00	224,420.00		0.00	869.00	121,660.00	121,660.00	12,166.00	109,494.00
4.	12" Sanitary Sewer Pipe	1,701	LF	120.00	204,120.00		0.00		0.00	0.00	0.00	0.00
5.	30" Boring & Steel Encasement	252	LF	1,295.00	326,340.00		0.00	252.00	326,340.00	326,340.00	32,634.00	293,706.00
6.	Connect to Existing Manhole	1	LS	4,220.00	4,220.00		0.00	1.00	4,220.00	4,220.00	422.00	3,798.00
7.	Standard Sanitary Sewer MH 5' DIA	2	EA	17,345.00	34,690.00		0.00		0.00	0.00	0.00	0.00
8.	Standard Sanitary Sewer MH 4' DIA	11	EA	13,095.00	144,045.00		0.00	4.00	52,380.00	52,380.00	5,238.00	47,142.00
9.	Existing AC Pavemnt Removal	3,401	SY	25.00	85,025.00		0.00		0.00	0.00	0.00	0.00
10.	Existing C&G Removal	204	LF	30.00	6,120.00		0.00		0.00	0.00	0.00	0.00
11.	Existing Conc Valley Gutter Removal	142	SY	40.00	5,680.00		0.00		0.00	0.00	0.00	0.00
12.	Existing Conc Flume Removal	354	SF	15.00	5,310.00		0.00		0.00	0.00	0.00	0.00
13.	Flushed & Vibrated Sand Backfill	1,668	LF	115.00	191,820.00		0.00	1,000.00	115,000.00	115,000.00	11,500.00	103,500.00
14.	6" Steel Pipe Bollard	10	EA	1,310.00	13,100.00		0.00		0.00	0.00	0.00	0.00
15.	Seeding & Erosion Control	1	LS	9,870.00	9,870.00		0.00	0.50	4,935.00	4,935.00	493.50	4,441.50
16.	Site Clearing & Restoration	1	LS	85,245.00	85,245.00		0.00	0.50	42,622.50	42,622.50	4,262.25	38,360.25
A.1	Construct 5" AC Pav't 6" on 5"	3,450	SY	55.00	189,750.00		0.00		0.00	0.00	0.00	0.00
A.2	Construct 7" Reinf Valley Gutter	205	SY	50.00	10,250.00		0.00		0.00	0.00	0.00	0.00
A.3	Construct Concrete C&G	131	LS	140.00	18,340.00		0.00		0.00	0.00	0.00	0.00
A.4	Construct 4" Conc Flume	474	SF	15.00	7,110.00		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
					0.00		0.00		0.00	0.00	0.00	0.00
Total Current Contract Amount					\$1,690,445.00		\$0.00		\$721,097.50	\$721,097.50	\$72,109.75	\$ 648,987.75

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