

**MULVANE CITY COUNCIL  
REGULAR MEETING AGENDA  
Wednesday, February 18, 2026**

	<b>Page</b>
Call Regular Meeting to Order	
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated February 2, 2026	3-5
Correspondence	
Public Comments (State Name and Address – 5 minutes)	
Appointments, Awards and Citations	
 <b>OLD BUSINESS:</b>	
1. Public Hearing for Special Assessments – J. T. Klaus	6-24
2. Approve Amended Final Costs / Adopt Special Assessment Ordinance	
3. Adopt Public Sale Resolution	25-30
2. MABCD Presentation – Tim Wagner/Christopher Labrum	31-35
 <b>NEW BUSINESS:</b>	
1. Mulvane Patriots Request for Funds – Sheldon Howell/David Buche	36-38
2. Transient Guest Tax Request from Marauders – Steve Nichols	39-42
3. Transient Guest Tax Request from MOS – Brandon Foster	43-46
4. CPAAA Agreement – Kaylie Mistretta	47-65
5. Code Enforcement Agreement – Austin St. John	66-75
6. Phone System Agreement – Austin St. John	76-99
7. Fleet Program Agreement with Shamrock Car Wash – Austin St. John	100-104
8. Website Proposal – Austin St. John	105-140
 <b>ENGINEER:</b>	
1. Styx Creek Flood Mitigation Master Plan & Engineer Agreement	141-146
2. KDOT CCLIP Grant Application & Engineer Agreement	147-152
3. Project Review and Update	153
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City Administrator	
1. Finance Report for January	155
2. Veterans Mobile Outreach Event Feb. 24-25	156
City Attorney	
1. Executive Session	157
 <b>CONSENT AGENDA:</b>	
1. Payroll dated 2/13/26 – 265,897.28	158-173
2. Purchase of Blowers for Wastewater Treatment Plant from AMETEK - \$21,591.08	
3. English Park Pedestrian Bridge – PSE Contractors – Pay Appl. No. 1 - \$63,952.65	
4. Purchase of Chemicals for WWTP from Brenntag - \$38,000	
5. Warrant Register for January - \$2,346,940.87	
 <b>ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:</b>	
No Council Workshop for February.	

Next City Council Meeting – Monday, March 2, 2026 – 6:00 p.m.

**ADJOURNMENT:**

## **MULVANE CITY COUNCIL REGULAR MEETING MINUTES**

February 2, 2026

6:00 p.m.

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

**COUNCIL MEMBERS PRESENT:** Kurtis Westfall, Tim Huntley, Grant Leach, Terry Lane.

**OTHERS PRESENT:** Austin St. John, Lachelle Tootle, J. T. Klaus, Joel Pile, Chris Young, Crystal Hinnen, Lisa Rooney, Mike Rooney.

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

**APPROVAL OF REGULAR MEETING MINUTES:**

MOTION by Leach, second by Huntley to approve the Regular meeting minutes dated January 21, 2026.

MOTION approved unanimously.

**CORRESPONDENCE:** None

**PUBLIC COMMENTS:** None

**APPOINTMENTS, AWARDS AND CITATIONS:** None

### **OLD BUSINESS**

**1. Grant Agreement for CDBG Project:**

Crystal Hinnen with Ranson Financial reviewed this item with the council. On 11/3/25, the City Council approved the Phase 1 Sub-Applicant Agreement for CDBG ADA Improvements. The City has received an award letter and contract documents from the State regarding CDBG Funding for the ADA Improvement project. The CDBG has been awarded in the amount of \$181,205.

MOTION by Huntley, second by Westfall to approve the Mayor and City Clerk to sign and seal CDBG Grant contract and attachments.

MOTION approved unanimously.

### **NEW BUSINESS**

**1. Municipal Advisor's Agreement:**

City Attorney, J.T. Klaus, reviewed this item with the council. The City is in the process of obtaining permanent financing for the Improvements at Emerald Valley 2<sup>nd</sup> Addition, Harvest Point Addition, and the Sanitary Sewer Main "A" Phase 4 Project. Improvements in the Emerald Valley 2nd and Harvest Point Additions will be repaid from special assessments. Municipal Advisor, Greg Vahrenberg of Raymond James & Associates, Inc. has provided a Municipal

Advisor Agreement for the issuance of the Series A, 2026 General Obligation Bonds for council consideration and approval.

MOTION by Leach, second by Huntley to engage Raymond James & Associates as Municipal Advisor for the public sale of the City's General Obligation Bonds, Series A-2026.

MOTION approved unanimously.

## **ENGINEER**

### **1. Project Review and Update:**

Main "A" Sanitary Sewer Improvements Phase 4 – All sanitary sewer and manhole installations have been completed. Some sub-grade and first lift of asphalt has been installed in Charles St., north of Miller St.

English Park Pedestrian Bridge – The Contractor has completed site grading for the bridge including adjacent storm sewer inlet and pipe. Pay Application No. 1 has been submitted and is under review.

## **LAND BANK**

MOTION by Huntley, second by Leach to recess the 2/2/26 City Council meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Huntley, second by Leach to approve the 1/5/26 Land Bank Trustee meeting minutes.

MOTION approved unanimously.

City Attorney, J.T. Klaus, drafted a Notice of Right of First Refusal Agreement for the property at 202 W. Main. An invoice for legal services has been received for \$500.

MOTION by Huntley, second by Westfall to approve an invoice from Spencer Fane Law Firm for \$500 for Legal Services pertaining to Land Bank matters.

MOTION approved unanimously.

MOTION by Leach, second by Westfall to approve the issuance of a check for \$106.00 to Sumner County Register of Deeds for the recording of the Right of First Refusal for 202 W. Main.

MOTION approved unanimously.

MOTION by Leach, second by Westfall to approve an invoice from The Mulvane News in the amount of \$143.10 for the publication of the Mulvane Land Bank 2025 Annual Report.

MOTION approved unanimously.

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

MOTION approved unanimously.

## CITY STAFF

### **City Clerk:**

**1. KOMA Training Opportunity:** The League of Kansas Municipalities is offering a KOMA Webinar for Elected Officials on Thursday, February 26<sup>th</sup> from 10:00 a.m. to 11:30 a.m. If anyone wishes to attend, please let the City Clerk know and she will complete the registration.

**City Administrator:** City Leaders Academy Foundational Program on April 17<sup>th</sup> in Salina at 9 a.m. More information will be provided.

**City Attorney:** At the council meeting on January 21, 2026, council adopted a public hearing for special assessments that are going to be levied. All cost of issuance was spread evenly, and the city at large portion was shrunk down. Notices to property owners and News paper were corrected in advance and at the next meeting right before the adoption of special assessment ordinance which levies the special assessments acknowledged and ratify the new statement of final costs and certificate of final costs and assessments.

### **CONSENT AGENDA ITEMS:**

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

1. Payroll Dated 1/30/26 – \$272,798.56
2. City Utility Bills for December - \$21,224.63
3. Amendment to City's Cafeteria Plan

MOTION approved unanimously.

### **ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:**

Next City Council Meeting – Wednesday, February 18, 2026 – 6:00 p.m.

### **ADJOURNMENT:**

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

MOTION approved unanimously at 6:23 p.m.

Minutes by:

Lachelle Tootle, Deputy City Clerk

Minutes approved by the City Council \_\_\_\_\_.

**CITY COUNCIL MEETING**  
**February 18, 2026**

**TO:** **Mayor and City Council**  
**FROM:** **J.T. Klaus, Spencer Fane LLP (Bond Counsel)**  
**SUBJECT:** **Certification of Final Costs; Special Assessment Ordinance**  
**AGENDA:** **Hold Public Hearing; Approve Amended Final Costs; Adopt Special Assessment Ordinance**

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**Background:**

The City Council, by previous action, has authorized the construction of water, sanitary sewer, street, storm sewer, and mass grading and detention pond improvements, by Resolution No. 2023-5, as amended by Resolution No. 2024-3 (the “Harvest Point Phase 1 Improvements”).

The City Council, by previous action, has also authorized the construction of certain water, sanitary sewer, street, storm sewer, and mass grading and pond improvements by Resolution No. 2024-4 (the “Emerald Valley Estates Second Addition Improvements”).

The Harvest Point Phase 1 Improvements and the Emerald Valley Estates Second Addition Improvements (collectively, the “Improvements”) are now complete, and the “final” costs have been determined, allowing the City to move forward with permanent financing.

Lastly, the City Council, by previous action, adopted Resolution No. 2026-2 calling a public hearing to receive complaints or objections to the proposed special assessments for the Improvements. Following the holding of this hearing, the next step in the process of providing permanent financing for these projects, is to adopt the ordinance levying special assessments against the benefited properties, providing for the giving notice to the property owners of their option of paying the total amount of their assessments in full by March 10, 2026 or having their respective amounts included in a bond issue and having the amount of their special assessment levied over a 20-year period with interest each year on the unpaid balance.

It has been determined there was an allocation of costs of issuance error in the total amounts originally calculated for the January 21, 2026 meeting. The notice of public hearing published and mailed to the property owners used these corrected amounts. Accordingly, the Certification of Final Costs has been corrected and requires your formal reconsideration.

**Financial Considerations:**

The benefited properties in the petitioned benefit districts will be responsible for \$4,618,679.05 of the costs associated with the Improvements. Special Assessments will be levied against the benefited properties to pay \$4,618,679.05 of the cost of the Improvements.

**Legal Considerations:**

The City Council must formally hold the public hearing to receive objections or complaints to the proposed assessments against their property for the improvements. A Notice of Public Hearing has been published and individual notices were mailed to the benefiting property owners

of the time, date, and place of the public hearing. Following the holding of the hearing, the City Council will approve the amended Certificate of Total Final Costs and Assessments and then will consider the adoption of the ordinance levying the assessments against the properties. The City Council has the legal authority to take the action required.

**Recommendation:**

Bond Counsel and City Staff's recommendation is for the City to (1) hold the public hearing, (2) accept and approve the total amended final costs and proposed assessments of the Improvements as presented by the City Clerk, and (3) adopt the ordinance levying special assessment taxes for the purpose of paying the costs of the Improvements.

**Sample Motions:**

1. Hold Public Hearing
2. I move we accept and approve the amended total final costs and proposed assessments for the Emerald Valley Estates Second Addition Improvements, and the Harvest Point Phase 1 Improvements.
3. I move we adopt Ordinance No. 1600, an ordinance levying special assessment taxes on the properties benefiting from the Emerald Valley Estates Second Addition Improvements and the Harvest Point Phase 1 Improvements within the City.

## **NOTICE OF REDEMPTION**

**\$5,045,000**  
**CITY OF MULVANE, KANSAS**  
**GENERAL OBLIGATION TEMPORARY NOTES**  
**SERIES A, 2024, DATED OCTOBER 30, 2024**

Subject to the provisions of the last paragraph of this Notice, notice is hereby given that, pursuant to the provisions of a Resolution of the City of Mulvane, Kansas (the "City"), adopted on March 16, 2026, all of the outstanding above-mentioned General Obligation Temporary Notes, Series A, 2024 (the "Notes"), maturing September 1, 2026, will be redeemed prior to their stated maturity on April 15, 2026 (the "Redemption Date"). The principal amount of the Notes so called for redemption is as follows:

Maturity Date	Outstanding Principal Amount	Interest Rate
09/01/2026	\$5,045,000	3.875%

The stated portion of Notes shall become due and payable on the Redemption Date, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date, without premium. Notes should be presented for redemption and payment at the principal office of the Treasurer of the State of Kansas (the "Paying Agent").

On and after the Redemption Date, all interest on the Notes so called for redemption will cease to accrue.

This Notice of Redemption and the payment of the principal of and interest on the aforesaid principal amount of the Notes on the specified Redemption Date are subject to the issuance by the City of its General Obligation Bonds, Series 2026 and the City funds being available on or before such Redemption Date in an amount which shall be sufficient to provide funds to pay the specified redemption price of the Notes being redeemed.

Dated \_\_\_\_\_, 2026.

CITY OF MULVANE, KANSAS

By \_\_\_\_\_  
Brent Allen, Mayor

By \_\_\_\_\_  
Debra M. Parker, City Clerk

CERTIFICATE OF MAILING

STATE OF KANSAS )  
 )  
 ) ss:  
COUNTY OF SEDGWICK )

The undersigned, Debra M. Parker, City Clerk of the City of Mulvane, Kansas (the "City"), hereby certifies that on or about February 26, 2026, I caused to be mailed by first class United States mail, postage prepaid, to each and all of the owners of the properties liable therefor, at their last known post office address of record, a Statement of Cost Proposed to be Assessed in connection with the following described improvements in the City:

1. The construction of Harvest Point Water Improvements Phase 1, as authorized by Resolution No. 2023-5, adopted on December 4, 2023 and published December 14, 2023, as amended by Resolution No. 2024-3 adopted on May 20, 2024 and published May 30, 2024, which have been completed at a total final cost of \$352,870.54, zero percent (0%) of which is payable by the City-at-Large and one hundred percent (100%) of the entire cost of which will be specifically assessed, on a per lot basis to each parcel served in the City of Mulvane, Sedgwick County, Kansas, which are described as follows:

## Harvest Point, an Addition to Mulvane, Sedgwick County, Kansas:

## Block 1, Lots 1 through 16, inclusiv

## Block 2, Lots 1 through 8, inclusive

Block 4, Lots 1 and Lots 5 through 8, inclusive

Block 6, Lot 15

**Block 8, Lots 8 through 19, inclusive**

**Block 9, Lots 5 through 14, inclusive**

(collectively, the “Harvest Point Phase 1 Benefit District”).

2. The construction of Harvest Point Sewer Improvements Phase 1, as authorized by Resolution No. 2023-5, adopted on December 4, 2023 and published December 14, 2023, as amended by Resolution No. 2024-3 adopted on May 20, 2024 and published May 30, 2024, which have been completed at a total final cost of \$601,917.66, zero percent (0%) of which is payable by the City-at-Large and one hundred percent (100%) of the entire cost of which will be specifically assessed, on a per lot basis to each parcel served in the City of Mulvane, Sedgwick County, Kansas, which are described as the Harvest Point Phase 1 Benefit District.

3. The construction of Harvest Point Street Improvements Phase 1, as authorized by Resolution No. 2023-5, adopted on December 4, 2023 and published December 14, 2023, as amended by Resolution No. 2024-3 adopted on May 20, 2024 and published May 30, 2024, which have been completed at a total final cost of \$646,794.09, zero percent (0%) of which is payable by the City-at-Large and one hundred percent (100%) of the entire cost of which will be specifically assessed, on a per lot basis to each parcel served in the City of Mulvane, Sedgewick County, Kansas, which are described as the Harvest Point Phase 1 Benefit District.

4. The construction of Harvest Point Storm Sewer Improvements Phase 1, as authorized by Resolution No. 2023-5, adopted on December 4, 2023 and published December 14, 2023, as amended by Resolution No. 2024-3 adopted on May 20, 2024 and published May 30, 2024, which have been completed at a total final cost of \$277,350.28, zero percent (0%) of which is payable by the City-at-Large and one hundred percent (100%) of the entire cost of which will be specifically assessed, on a per lot basis to each parcel served in the City of Mulvane, Sedgwick County, Kansas, which are described as the Harvest Point Phase 1 Benefit District.

5. The construction of Harvest Point Mass Grading & Detention Pond Improvements Phase 1, as authorized by Resolution No. 2023-5, adopted on December 4, 2023 and published December 14, 2023, as amended by Resolution No. 2024-3 adopted on May 20, 2024 and published May 30, 2024, which have been completed at a total final cost of \$841,473.41, zero percent (0%) of which is payable by the City-at-Large and one hundred percent (100%) of the entire cost of which will be specifically assessed, on a per lot basis to each parcel served in the City of Mulvane, Sedgwick County, Kansas, which are described as follows:

Harvest Point, an Addition to Mulvane, Sedgwick County, Kansas:

- Block 1, Lots 1 through 16, inclusive
- Block 2, Lots 1 through 11, inclusive
- Block 3, Lots 1 through 12, inclusive
- Block 4, Lots 1 through 8, inclusive
- Block 5, Lots 1 through 4, inclusive
- Block 6, Lots 1 through 15, inclusive
- Block 7, Lots 1 through 6, inclusive
- Block 8, Lots 1 through 19, inclusive
- Block 9, Lots 1 through 14, inclusive

(collectively, the “Harvest Point Mass Grading & Detention Pond Improvements Phase 1 Benefit District”).

6. The construction of Emerald Valley Second Water Line Improvements, as authorized by Resolution No. 2024-4, adopted on June 17, 2024 and published June 27, 2024, which have been completed at a total final cost of \$352,115.66, five percent (5%) of which is payable by the City-at-Large and ninety-five percent (95%) of the entire cost of which will be specifically assessed, on a per lot basis to each parcel served, in the City of Mulvane, Sedgwick County, Kansas, which are described as follows:

Emerald Valley Estates 2<sup>nd</sup> Addition:

- Block 1, Lots 1 through 13, inclusive
- Block 2, Lots 1 through 6, inclusive
- Block 3, Lots 1 through 17, inclusive

(collectively, the “Emerald Valley Estates Second Addition Benefit District”)

7. The construction of Emerald Valley Second Sewer Improvements, as authorized by Resolution No. 2024-4, adopted on June 17, 2024 and published June 27, 2024, which have been completed at a total final cost of \$489,897.34, zero percent (0%) of which is payable by the City-

at-Large and one hundred percent (100%) of the entire cost of which will be specifically assessed, on a per lot basis to each parcel served, in the City of Mulvane, Sedgwick County, Kansas, which are described as follows:

Emerald Valley Estates 2<sup>nd</sup> Addition:

Block 1, Lots 1 through 13, inclusive  
Block 2, Lots 1 through 6, inclusive  
Block 3, Lots 1 through 16, inclusive

(collectively, the “Emerald Valley Estates Second Addition Sewer Benefit District”)

8. The construction of Emerald Valley Second Street Improvements, as authorized by Resolution No. 2024-4, adopted on June 17, 2024 and published June 27, 2024, which have been completed at a total final cost of \$468,402.88, zero percent (0%) of which is payable by the City-at-Large and one hundred percent (100%) of the entire cost of which will be specifically assessed, on a per lot basis to each parcel served, in the City of Mulvane, Sedgwick County, Kansas, which are described as the Emerald Valley Estates Second Addition Benefit District.

9. The construction of Emerald Valley Second Storm Sewer Improvements, as authorized by Resolution No. 2024-4, adopted on June 17, 2024 and published June 27, 2024, which have been completed at a total final cost of \$232,927.77, zero percent (0%) of which is payable by the City-at-Large and one hundred percent (100%) of the entire cost of which will be specifically assessed, on a per lot basis to each parcel served, in the City of Mulvane, Sedgwick County, Kansas, which are described as the Emerald Valley Estates Second Addition Benefit District.

10. The construction of Emerald Valley Second Mass Grading and Pond Improvements, as authorized by Resolution No. 2024-4, adopted on June 17, 2024 and published June 27, 2024, which have been completed at a total final cost of \$354,887.31, zero percent (0%) of which is payable by the City-at-Large and one hundred percent (100%) of the entire cost of which will be specifically assessed, on a per lot basis to each parcel served, in the City of Mulvane, Sedgwick County, Kansas, which are described as the Emerald Valley Estates Second Addition Benefit District.

and a Notice of Hearing as to the public hearing to be held by the governing body at 6:00 p.m. on Wednesday, February 18, 2026, to consider the proposed assessments and to hear any and all oral or written objections or complaints thereto.

A specimen of the form of such “Notice of Hearing and Statement of Cost Proposed to be Assessed” is attached hereto.

WITNESS my hand and seal on the \_\_\_\_ day of February, 2026.

**CITY OF MULVANE, KANSAS**

[seal]

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Debra M. Parker, City Clerk

**CERTIFICATION OF TOTAL FINAL COSTS  
AND ASSESSMENT ROLLS**

I, Debra M. Parker, City Clerk of the City of Mulvane, Kansas (the “City”), hereby certify the total final costs of the following described capital improvements:

- (1) The construction of water, sanitary sewer, street, storm sewer, and mass grading & detention pond improvements, as authorized by Resolution No. 2023-5 duly adopted December 4, 2023 and published December 14, 2023, as amended by Resolution No. 2024-3, duly adopted May 20, 2024 and published May 30, 2024 (the “Harvest Point Phase 1 Improvements”); and
- (2) The construction of water, sanitary sewer, street, storm sewer, and mass grading & pond improvements, as authorized by Resolution No. 2024-4 duly adopted June 17, 2024 and published June 27, 2024 (the “Emerald Valley Estates Second Addition Improvements”);

are shown by the detailed cost statement attached hereto as **EXHIBIT A** and made a part hereof by reference as though fully set forth herein.

I hereby further certify that an Assessment Roll has been prepared for Harvest Point Phase 1 Improvements and the Emerald Valley Estates Second Addition Improvements in accordance with the determinations of the governing body set forth in the aforesaid Resolution, and that said Assessment Roll attached hereto as **EXHIBIT B** and made a part hereof by reference as though fully set forth herein.

*[Remainder of Page Intentionally Left Blank]*

I hereby further certify that copies of said detailed cost statement and said Assessment Roll shall remain on file in my office and are available for public inspection.

IN WITNESS WHEREOF, I have hereunto set my hand on February 18, 2026.

CITY OF MULVANE, KANSAS

[seal]

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Debra M. Parker, City Clerk

EXHIBIT A  
FINAL COST STATEMENTS

**HARVEST POINT PHASE 1 IMPROVEMENTS**

	<u>Water</u>	<u>Sewer</u>	<u>Street</u>	<u>Stormwater</u>	<u>Grading and Pond</u>
Construction	\$315,321.26	\$547,247.27	\$581,232.24	\$247,950.23	\$760,294.17
Legal, Fiscal & Admin.	14,852.74	25,685.03	26,055.10	9,847.93	33,641.71
Interest	<u>24,113.87</u>	<u>31,465.69</u>	<u>41,987.08</u>	<u>20,437.95</u>	<u>50,726.53</u>
Total Final Cost	\$354,287.87	\$604,397.99	\$649,274.42	\$278,236.11	\$844,662.41
Less: City-at-Large Portion	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Amount to be Assessed	<u>\$354,287.87</u>	<u>\$604,397.99</u>	<u>\$649,274.42</u>	<u>\$278,236.11</u>	<u>\$844,662.41</u>

**EMERALD VALLEY ESTATES SECOND ADDITION IMPROVEMENTS**

	<u>Water</u>	<u>Sewer</u>	<u>Street</u>	<u>Stormwater</u>	<u>Grading and Pond</u>
Construction	\$308,214.07	\$447,900.17	\$425,662.78	\$210,458.70	\$319,090.74
Legal, Fiscal & Admin.	19,170.18	17,748.74	17,419.41	9,466.82	\$13,485.34
Temporary Note Interest	<u>26,688.04</u>	<u>25,849.29</u>	<u>26,921.55</u>	<u>13,891.62</u>	<u>23,556.35</u>
Total Final Cost	\$354,072.29	\$491,498.20	\$470,003.75	\$233,817.14	\$356,132.43
Less: City-at-Large Portion	<u>17,703.61</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Amount to be Assessed	<u>\$336,368.67</u>	<u>\$491,498.20</u>	<u>\$470,003.75</u>	<u>\$233,817.14</u>	<u>\$356,132.43</u>

**EXHIBIT B**

**ASSESSMENT ROLLS**

**HARVEST POINT PHASE 1 IMPROVEMENTS**

**Legal Description:**

<u>Legal Description</u>	<u>Water</u>	<u>Sanitary Sewer</u>	<u>Paving</u>	<u>Stormwater</u>	<u>Grading and Pond</u>
Heritage Point Phase 1;					
Block 1, Lots 1 through 16, inclusive	\$6,813.23 each	\$11,623.04 each	\$12,486.05 each	\$5,350.69 each	\$8,044.40 each
Block 2, Lots 1 through 8, inclusive	\$6,813.23 each	\$11,623.04 each	\$12,486.05 each	\$5,350.69 each	\$8,044.40 each
Block 2, Lots 9 through 11, inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 3, Lots 1 through 12, inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 4, Lots 1, 5, 6, 7, 8, inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 4, Lots 2, 3, 4, Inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 5, Lots 1 through 4, Inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 6, Lots 1 through 14, inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 6, Lot 15	\$6,813.23	\$11,623.04	\$12,486.05	\$5,350.69	\$8,044.40
Block 7, Lots 1 through 6, inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 8, Lots 1 through 7, inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 8, Lots 8 through 19, inclusive	\$6,813.23 each	\$11,623.04 each	\$12,486.05 each	\$5,350.69 each	\$8,044.40 each
Block 9, Lots 1 through 4, Inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 9, Lots 5 through 14, inclusive	\$6,813.23 each	\$11,623.04 each	\$12,486.05 each	\$5,350.69 each	\$8,044.40 each

**EMERALD VALLEY ESTATES SECOND ADDITION IMPROVEMENTS**

<u>Legal Description</u>	<u>Water</u>	<u>Sanitary Sewer</u>	<u>Paving</u>	<u>Stormwater</u>	<u>Pond</u>
Emerald Valley Estates Second Addition;					
Block 1, Lots 1 through 13, inclusive	\$9,343.57 each	\$14,042.81 each	\$13,055.66 each	\$6,492.92 each	\$9,892.57 each
Block 2, Lots 1 through 6, inclusive	\$9,343.57 each	\$14,042.81 each	\$13,055.66 each	\$6,492.92 each	\$9,892.57 each
Block 3, Lots 1 through 16, inclusive	\$9,343.57 each	\$14,042.81 each	\$13,055.66 each	\$6,492.92 each	\$9,892.57 each
Block 3, Lot 17	\$9,343.57	N/A	\$13,055.66	\$6,492.92	\$9,892.57

(Published in *The Mulvane News* on February 26, 2026)

ORDINANCE NO. 1600

AN ORDINANCE OF THE CITY OF MULVANE, KANSAS, LEVYING SPECIAL ASSESSMENT TAXES ON CERTAIN REAL PROPERTIES IN THE CITY, FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS OF CERTAIN INTERNAL IMPROVEMENTS BENEFITING SUCH REAL PROPERTIES; PROVIDING FOR THE GIVING OF NOTICE OF SAID SPECIAL ASSESSMENT TAXES BY PUBLICATION AND MAILING; AND PROVIDING FOR THE COLLECTION OF SAID SPECIAL ASSESSMENT TAXES (HARVEST POINT PHASE 1 IMPROVEMENTS AND EMERALD VALLEY ESTATES SECOND ADDITION IMPROVEMENTS).

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

SECTION 1. For the purpose of paying the benefit districts' \$4,618,679.01 combined portions of the \$4,636,382.62 total costs of the following described improvements:

- (1) The construction of water, sanitary sewer, street, storm sewer, and mass grading & detention pond improvements, as authorized by Resolution No. 2023-5 duly adopted December 4, 2023 and published December 14, 2023, as amended by Resolution No. 2024-3, duly adopted May 20, 2024 and published May 30, 2024 (the "Harvest Point Phase 1 Improvements"); and
- (2) The construction of water, sanitary sewer, street, storm sewer, and mass grading & pond improvements, as authorized by Resolution No. 2024-4 duly adopted June 17, 2024 and published June 27, 2024 (the "Emerald Valley Estates Second Addition Improvements");

to the City of Mulvane, Kansas (the "City"), there are hereby levied and assessed against the properties liable therefor, the several amounts set forth below following the description of each lot, piece or parcel of land situated in the City of Mulvane, Sedgwick County, Kansas, which are liable for assessment for said costs:

**HARVEST POINT PHASE 1 IMPROVEMENTS**

<u>Legal Description</u>	<u>Water</u>	<u>Sanitary Sewer</u>	<u>Paving</u>	<u>Stormwater</u>	<u>Pond</u>
Heritage Point Phase 1; Block 1, Lots 1 through 16, inclusive	\$6,813.23 each	\$11,623.04 each	\$12,486.05 each	\$5,350.69 each	\$8,044.40 each
Block 2, Lots 1 through 8, inclusive	\$6,813.23 each	\$11,623.04 each	\$12,486.05 each	\$5,350.69 each	\$8,044.40 each
Block 2, Lots 9 through 11, inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 3, Lots 1 through 12, inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 4, Lots 1, 5, 6, 7, 8, inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 4, Lots 2, 3, 4, Inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 5, Lots 1 through 4, Inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 6, Lots 1 through 14, inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 6, Lot 15	\$6,813.23	\$11,623.04	\$12,486.05	\$5,350.69	\$8,044.40
Block 7, Lots 1 through 6, inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 8, Lots 1 through 7, inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 8, Lots 8 through 19, inclusive	\$6,813.23 each	\$11,623.04 each	\$12,486.05 each	\$5,350.69 each	\$8,044.40 each
Block 9, Lots 1 through 4, Inclusive	N/A	N/A	N/A	N/A	\$8,044.40 each
Block 9, Lots 5 through 14, inclusive	\$6,813.23 each	\$11,623.04 each	\$12,486.05 each	\$5,350.69 each	\$8,044.40 each

**EMERALD VALLEY ESTATES SECOND ADDITION IMPROVEMENTS**

<u>Legal Description</u>	<u>Water</u>	<u>Sanitary Sewer</u>	<u>Paving</u>	<u>Stormwater</u>	<u>Pond</u>
Emerald Valley Estates Second Addition;					
Block 1, Lots 1 through 13, inclusive	\$9,343.57 each	\$14,042.81 each	\$13,055.66 each	\$6,492.92 each	\$9,892.57 each
Block 2, Lots 1 through 6, inclusive	\$9,343.57 each	\$14,042.81 each	\$13,055.66 each	\$6,492.92 each	\$9,892.57 each
Block 3, Lots 1 through 16, inclusive	\$9,343.57 each	\$14,042.81 each	\$13,055.66 each	\$6,492.92 each	\$9,892.57 each
Block 3, Lot 17	\$9,343.57	N/A	\$13,055.66	\$6,492.92	\$9,892.57

SECTION 2. The amounts so levied and assessed as set forth above shall be due and payable from and after the date of adoption of this Ordinance; and the City Clerk shall notify each

and all of the owners of the above described properties, insofar as known to the City Clerk and at their last known post office address, of the amounts of their respective special assessments; and said notice shall further state that the owners of the properties will be given a period until Noon on March 10, 2026, during which the special assessments may be paid in full at the Mulvane City Hall, 211 N 2<sup>nd</sup> Ave, Mulvane, Kansas, and the lien against any property for which the special assessment is paid shall thereupon be discharged and satisfied. Said notice shall further state that for any assessments not paid by the specified date and time, general obligation bonds of the City, payable in installments over a period of 20 years, will be issued, and the principal amount of the unpaid assessments, together with interest of the unpaid principal balance thereof at a rate equal to the average annual interest rate on such general obligation bonds (such rate not to exceed the maximum rate allowed on such general obligation bonds by the laws of the State of Kansas) will be certified to the County Clerk of Sedgwick County, Kansas for the aforesaid number of years, and will be levied against the property liable therefor in the same form and manner as, and will be collected at such time as is customary for, the levying and collecting of ad valorem property taxes, and the taxes so collected will be used for the purpose of paying the principal of and the interest on such general obligation bonds as they mature and become due. The first such levy shall be made in November 2026.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed to take all such other actions not inconsistent herewith as may be appropriate or desirable to accomplish the purposes contemplated by this Ordinance.

SECTION 4. This Ordinance shall be in force and take effect from and after its passage, approval and publication one time in the City's official newspaper.

*[Remainder of Page Intentionally Left Blank]*

ADOPTED, PASSED AND APPROVED by the governing body of the City of Mulvane,  
Kansas on the 18<sup>th</sup> day of February, 2026.

CITY OF MULVANE, KANSAS

[seal]

By \_\_\_\_\_  
Brent Allen, Mayor

ATTEST:

By \_\_\_\_\_  
Debra M. Parker, City Clerk

## EXCERPT OF MINUTES

The governing body of the City of Mulvane, Kansas met in regular session, at the usual meeting place in the City on February 18, 2026, at 6:00 p.m., with Mayor Brent Allen presiding, and the following members of the governing body present:

and the following members absent:

Thereupon, pursuant to duly published and mailed notice, there came on the agenda a public hearing for the purpose of hearing and considering any and all written and/or oral complaints and objections to the proposed assessments contained in the Assessment Rolls on file in the Office of the City Clerk for the costs of the Harvest Point Phase 1 Improvements, as authorized by Resolution No. 2023-5 duly adopted December 4, 2023 and published December 14, 2023, as amended by Resolution No. 2024-3, duly adopted May 20, 2024 and published May 30, 2024 and Emerald Valley Estates Second Addition Improvements as authorized by Resolution No. 2024-4 duly adopted June 17, 2024 and published June 27, 2024.

It was determined by the governing body that Notice of the Hearing was duly published one time in the official newspaper of the City as required by law, and that Notice of Hearing and Statement of Cost Proposed to be Assessed was mailed to each and all of the owners of the properties liable for the proposed assessments, such publication and mailings having been accomplished on February 5, 2026, as required and provided by K.S.A. 12-6a09.

Thereupon, the Mayor announced that any and all written or oral complaints and objections from property owners to the several assessments as set forth in the Assessment Rolls would now be heard and considered by the governing body.

After full discussion and consideration and the hearing of any and all complaints or objections to the several assessments contained in the Assessment Rolls, it was determined that all of the individual assessments, shall be levied in the manner provided by law, and that the special assessments shall be certified to the Sedgwick County Clerk for a period of 20 years, commencing November 2026.

In accordance with such determination, there came on for consideration the following Ordinance:

**AN ORDINANCE OF THE CITY OF MULVANE, KANSAS, LEVYING  
SPECIAL ASSESSMENT TAXES ON CERTAIN REAL PROPERTIES IN THE  
CITY, FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS OF  
CERTAIN INTERNAL IMPROVEMENTS BENEFITING SUCH REAL  
PROPERTIES; PROVIDING FOR THE GIVING OF NOTICE OF SAID  
SPECIAL ASSESSMENT TAXES BY PUBLICATION AND MAILING; AND**

PROVIDING FOR THE COLLECTION OF SAID SPECIAL ASSESSMENT TAXES (HARVEST POINT PHASE 1 IMPROVEMENTS AND EMERALD VALLEY ESTATES SECOND ADDITION IMPROVEMENTS).

After discussion, upon the motion of \_\_\_\_\_, seconded by \_\_\_\_\_, each section of the Ordinance was adopted by a majority vote of the members elect.

Thereupon, the Ordinance, having been adopted by a majority vote of the members of the governing body, it was given No. \_\_\_\_, and was directed to be signed by the Mayor and attested by the City Clerk. The City Clerk was directed to cause the publication of the Ordinance one time in the City's official newspaper as set forth therein and required by law; and was further directed to cause to be mailed on the same day as said publication, a Notice of Assessment to each and all of the property owners liable for the assessments contained therein, all in the form and manner required by law and as provided in the Ordinance.

\*\*\*\*

**CITY CLERK'S  
CERTIFICATION OF EXCERPT OF MINUTES**

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of the February 18, 2026, meeting of the governing body of the City of Mulvane, Kansas.

[seal]

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Debra M. Parker, City Clerk

**CITY COUNCIL MEETING**  
**February 18, 2026**

**TO:** **Mayor and City Council**  
**FROM:** **J.T. Klaus, Spencer Fane LLP (Bond Counsel)**  
**SUBJECT:** **Public Sale Resolution**  
**ACTION:** **Adopt the Public Sale Resolution**

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**Background:**

The City Council has authorized the Emerald Valley Estates Second Addition Improvements and the Harvest Point Phase 1 Improvements. In addition, the City Council has previously authorized certain Sewer Main A Improvements. The City desires to issue general obligation bonds to finance the costs of these improvements (the "Series A, 2026 Bonds"). The Standard & Poor's credit rating of AA- for the Series A, 2026 Bonds was affirmed on February 11, 2026.

The City Council, by previous action, held a public hearing on the final costs and proposed assessments for the Emerald Valley Estates Second Addition Improvements and the Harvest Point Phase 1 Improvements. The pay in period allowing the property owners to pay their assessments in full will expire on March 10, 2026. The balance of the assessments not paid will be included in the bond issue, which will result in the retirement of certain of the City's General Obligation Temporary Notes, Series A, 2024.

The proposed resolution authorizes the public sale of the Series A, 2026 Bonds on March 16, 2026, at the City's regular meeting and authorizes the publication and sending of the Notice of Bond Sale to prospective bidders of the Series A, 2026 Bonds with an expected closing date for the Series A, 2026 Bonds of April 8, 2026.

**Financial Considerations:**

The Series A, 2026 Bonds will be paid in part from the collection of special assessments against the benefited properties for the Emerald Valley Estates Second Addition Improvements and the Harvest Point Phase 1 Improvements. Any portions of the Series A, 2026 Bonds not payable or paid by special assessments will be payable from the City's general ad valorem taxes.

**Legal Considerations:**

The City has the authority to authorize a public sale of the City's general obligation bonds.

**Recommendation:**

Bond Counsel and City Staff's recommendation is for the City to approve the Resolution authorizing a public sale of the Bonds.

**Sample Motion:**

1. **I move to adopt Resolution No. 2026-3 authorizing the public sale of approximately \$5,345,000 of the City's General Obligation Bonds, Series A, 2026, setting the date, time, and place of the sale of the bonds and providing for the publication of the notice of bond sale in the required newspapers.**

RESOLUTION NO. 2026-3

A RESOLUTION OF THE CITY OF MULVANE, KANSAS AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES A, 2026, IN A PRINCIPAL AMOUNT OF APPROXIMATELY \$5,345,000; SETTING FORTH THE DETAILS OF SAID PUBLIC SALE; AND PROVIDING FOR THE GIVING OF NOTICE THEREOF.

WHEREAS, the governing body of the City of Mulvane, Kansas (the "City") has heretofore by various proceedings lawfully held and taken, authorized the making of certain capital improvements in the City under the authority of K.S.A. 12-617 *et seq.* and K.S.A. 12-6a01 *et seq.*, as amended and supplemented, and provided for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City; and

WHEREAS, the City is authorized by the provisions of K.S.A. 10-101 *et seq.*, as amended and supplemented, to issue and deliver its general obligation bonds as aforesaid, and is required to sell such general obligation bonds at public sale when the principal amount thereof exceeds \$2,000,000; and

WHEREAS, the governing body hereby finds and determines it to be necessary at this time to authorize and provide for the public sale of general obligation bonds of the City.

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

SECTION 1. Authorization of the Bonds and Public Sale. It is hereby found and determined to be necessary and it is hereby authorized, ordered and directed, that in order to provide the necessary funds to permanently finance all or a portion of the costs of the certain capital improvements in the City, General Obligation Bonds Series A, 2026, in the approximate aggregate principal amount of \$5,345,000 (the "Bonds"), shall be issued and delivered.

It is hereby further found and determined to be necessary and it is hereby authorized, ordered and directed that the Bonds shall be sold at public sale in the manner provided by law. Bids shall be due at the City Hall, 211 North 2<sup>nd</sup> Avenue, Mulvane, Kansas 67110, by 10:00 A.M., Central Time, on Monday, March 16, 2026. The public sale will be held at 6:00 p.m., Central Time, on that same day at City Hall, 211 North 2<sup>nd</sup> Avenue, Mulvane, Kansas 67110 at which time and place the bids will be publicly disclosed, compared and tabulated, and the governing body will determine the best bid and award the Bonds. The Bonds will be authorized by and issued under an Ordinance to be adopted by the governing body immediately after the awarding of the Bonds.

SECTION 2. Authorization of Summary Notice of Bond Sale and Publication. It is hereby further found and determined to be necessary and it is hereby further authorized ordered and directed, that a Summary Notice of Bond Sale shall be prepared for the City by Spencer Fane LLP, Wichita, Kansas, the City's Bond Counsel ("Bond Counsel"); and that such Summary Notice of Bond Sale shall be published one time as required by law on a date which shall be at least six

(6) days prior to the date of the public sale, in a newspaper of general circulation in the county in which the City is located and in *The Kansas Register*, the official newspaper of the State of Kansas.

SECTION 3. Authorization of Official Notice of Bond Sale and Official Bid Form. It is hereby further found and determined to be necessary and it is hereby further authorized, ordered and directed, that an Official Notice of Bond Sale and Official Bid Form for the bonds shall also be prepared for the City by Bond Counsel; and that an Official Statement or other informational material shall be prepared by or at the direction of Raymond James & Associates, Inc., Leawood, Kansas, the City's Financial Advisor ("Financial Advisor").

SECTION 4. Authorization for Distribution of Official Notice of Bond Sale and Official Bid Form. It is hereby further found and determined to be necessary and it is hereby further authorized, ordered and directed, that copies of the aforesaid Official Notice of Bond Sale and Official Bid Form and the City's Official Statement shall be distributed by the Financial Advisor to prospective bidders for the Bonds on or about the date of publication of the Summary Notice of Bond Sale.

SECTION 5. Authorization of Additional Actions as Required. The Mayor and City Clerk are hereby authorized and directed to take all such other actions not inconsistent herewith as may be appropriate or desirable to accomplish the purposes contemplated by this Resolution including, but not limited to, the early redemption of the City's General Obligation Temporary Notes, Series A, 2024 on or about April 15, 2026 or such other date as practicable following the issuance and delivery of the Bonds.

SECTION 6. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

*[Remainder of Page Intentionally Left Blank]*

ADOPTED AND APPROVED by the governing body of the City of Mulvane, Kansas,  
this 18<sup>th</sup> day of February, 2026.

CITY OF MULVANE, KANSAS

[seal]

---

Brent Allen, Mayor

ATTEST:

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Debra M. Parker, City Clerk

## EXCERPT OF MINUTES

The governing body of the City of Mulvane, Kansas met in regular session at the usual meeting place in the City on February 18, 2026, at 6:00 p.m., with Mayor Brent Allen presiding, and the following members of the governing body present:

and the following members absent:

Thereupon, there was presented to the governing body a Resolution entitled:

A RESOLUTION OF THE CITY OF MULVANE, KANSAS AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES A, 2026, IN A PRINCIPAL AMOUNT OF APPROXIMATELY \$5,345,000; SETTING FORTH THE DETAILS OF SAID PUBLIC SALE; AND PROVIDING FOR THE GIVING OF NOTICE THEREOF.

Thereupon, the Resolution was considered and discussed; and on motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Resolution was adopted by a majority vote of the members present, it was given No. \_\_\_\_\_, and directed to be signed by the Mayor and attested by the City Clerk.

\*\*\*\*\*

**CITY CLERK'S  
CERTIFICATION OF EXCERPT OF MINUTES**

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of the February 18, 2026, meeting of the governing body of the City of Mulvane, Kansas.

[seal]

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Debra M. Parker, City Clerk

From MABCD

Update provided on Feb 3:

The construction company/previous owner of this property has multiple issues currently under investigation, and the tenant has several issues as well. Following is a summary and status of the issue. Based on the above and following, I'll defer to Comm and Legal as to whether an interview or statement to the media is more appropriate.

- Parabolic Painting and Remodeling obtained a permit for interior and exterior remodel on May 7, 2025. They received a passing inspection to restore electricity to the property on May 12, 2025.
- The owner of Parabolic Painting and Remodeling LLC was also the owner of the property at this time and until recently.
- MABCD's next interface was around a scheduled framing inspection that concluded on July 11, 2025. At this time, the inspector passed the specified framing, but noted multiple issues with other work and areas of the house. This included scope of work, as the contractor was beginning to convert the dwelling to a duplex by separating the basement and upper floor.
- Based on discussion associated with the July inspection, the contractor requested and the inspector agreed to close this permit in its current state (basically as an electrical meter and power reset). The contractor would then pull a subsequent permit to complete the remodel and conversion to a duplex unit when ready to proceed.
  - o MABCD notes and acknowledges that the inspector's annotation of this action in Hansen was incomplete.
- **However, MABCD did NOT at any time perform a final inspection of the remodel or in any way sign or grant a Certificate of Occupancy.**
- In September, MABCD was contacted by a "tenant" of the house with multiple complaints regarding the property.
- The inspector and his supervisor (Chief Building Inspector) made two or three visits to the location in that period to find and determine that:
  - o The property was indeed occupied...with the tenant and the owner indicating they were acquaintances, that the tenant's family had recently been displaced from their mobile home, and the contractor/owner had allowed them to domicile at this location while he worked to complete the project.
  - o Given this situation, the inspector reopened the original permit to note the issues and required corrections he had identified in July—and instructed the contractor to contact MABCD to update the permit with proper scope of work.
  - o It was communicated that the house did not meet safety/occupancy standards, and the tenant indicated they were planning to move.
- MABCD was then contacted a few weeks later with a report that the tenant still occupied the home, and that the construction issues persisted.

- Our Chief Building Inspector visited the site to find the above to be true, that work had continued in the home without an update to the permit, and that additional safety and insanitary conditions were present.
  - o Based on and to document his findings, the Chief (with the contractor/owner present) reopened and listed these findings under the previous framing inspection with an Oct 2 inspection date. This included annotating items that required immediate attention.
  - o At this point, the tenant was expressing concern this would require them to vacate the home, and requested they be allowed to remain while the work and fixes were accomplished.
- A follow-up inspection on Nov 3, 2025 revealed that some corrections had been made, but that most issues remained. An inspection was documented on this date to capture that status and those issues.
  - o The tenant remained concerned that this would again mean they would have to vacate, and renewed her request that they be allowed to remain.
- Our next contact was from the tenant in mid-December thru early January. Versus a report of the project status or conditions, it was a series of KORA requests for all permit data associated with the address, followed by a request for all public data related to the owner/contractor.
- In recent weeks, this was followed by the tenant's public address at the Mulvane City Council meeting and apparent contact to other offices regarding her perceived status of the project, permit, and inspections.
- Just this week, MABCD learned that the house has been sold to Chris Renner, that he allegedly agreed to complete the repairs and renovation at the time of purchase, and that the City of Mulvane appears to have placed a Feb 20 deadline on having repairs completed.
- Currently, MABCD is seeking to contact Adam Church (owner of Parabolic P&R LLC and former property owner) to seek resolution to this open permit/issue, as well as several other void and open permits in which his work and actions are currently under investigation.
- MABCD is also seeking to contact the new property owner with regard to his intended actions and ability to obtain a permit for the needed work.
- The Mulvane City Administrator had previously scheduled MABCD to attend the February 18 Mulvane Council meeting to discuss this issue. In light of this week's information, we will also contact Mulvane this week in an attempt to coordinate our efforts.

Update sent on Feb 6:

By way of update and as of this AM:

- MABCD has been in contact with the contractor Parabolic. He is working with staff to address numerous issues with his permitting and project statuses.
- This includes that the issue with 120 W. Blair has been completely turned over to the current owner. A couple footnotes on this are:

- We learned that Church (Parabolic) and Renner were actually business partners (now estranged), so the home wasn't sold versus just left solely in that partner's ownership.
- Mulvane has been in contact with Renner. They are reporting that he has a contractor lined up to complete repairs and they are working to transfer the permit.
- We are also standing by to see if Mulvane staff and city council still want to discuss this at their 18 Feb meeting.

From: [Joel Pile](#)  
To: [Austin St. John](#); [Debbie Parker](#)  
Cc: [Klaus, JT](#)  
Date: Friday, February 13, 2026 8:36:32 AM

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Please include this email chain from August 6, 2025, with the correspondence MABCD sent to the city on 2/12/2026. MABCD is claiming in their email (in bold type & underlined!) they didn't conduct an inspection or grant a certificate of occupancy, but this is the email the city received from MABCD indicating otherwise.

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**From:** Wagner, Tim <Tim.Wagner@sedgwick.gov>  
**Sent:** Wednesday, August 6, 2025 10:59 AM  
**To:** Joel Pile <jpile@mulvane.us>; Nordick, Chris <Chris.Nordick@sedgwick.gov>; Hammons, Elaine <Elaine.Hammons@sedgwick.gov>; Burnham, Thomas W. <Thomas.Burnham@sedgwick.gov>  
**Subject:** RE: (EXTERNAL)mulvane permit

Joel,  
BLD2025-02092 received a Certificate of Occupancy inspection 7/11/2025.  
Thanks!  
Tim

*Tim Wagner*  
*Assistant Director*  
*MABCD*  
[Tim.wagner@sedgwick.gov](mailto:Tim.wagner@sedgwick.gov)  
*PH: 316-660-1785*

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**From:** Joel Pile <jpile@mulvane.us>  
**Sent:** Wednesday, August 6, 2025 10:32 AM  
**To:** Nordick, Chris <chris.nordick@sedgwick.gov>; Wagner, Tim <tim.wagner@sedgwick.gov>; Hammons, Elaine <Elaine.Hammons@sedgwick.gov>; Burnham, Thomas W. <thomas.burnham@sedgwick.gov>  
**Subject:** (EXTERNAL)mulvane permit

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Sedgwick County Division of Information Technology

We have been having issues with the property at 120 W. Blair in Mulvane (permit attached). In May of 2025, Parabolic Construction had to pull a new remodel permit because their permit from 2024 had expired. According to the contractor, they have completed the remodel and

received a final inspection. I do not believe that to be the case, the contractor is now renting out the property and they have a tenant occupying the house. Can we verify they have had a final inspection and if they have not, post notice the property cannot be occupied until this has occurred.

*Joel Pile*

City of Mulvane  
211 N. Second  
Mulvane, KS 67110

(316) 777-1143

**VISITMULVANE.COM**

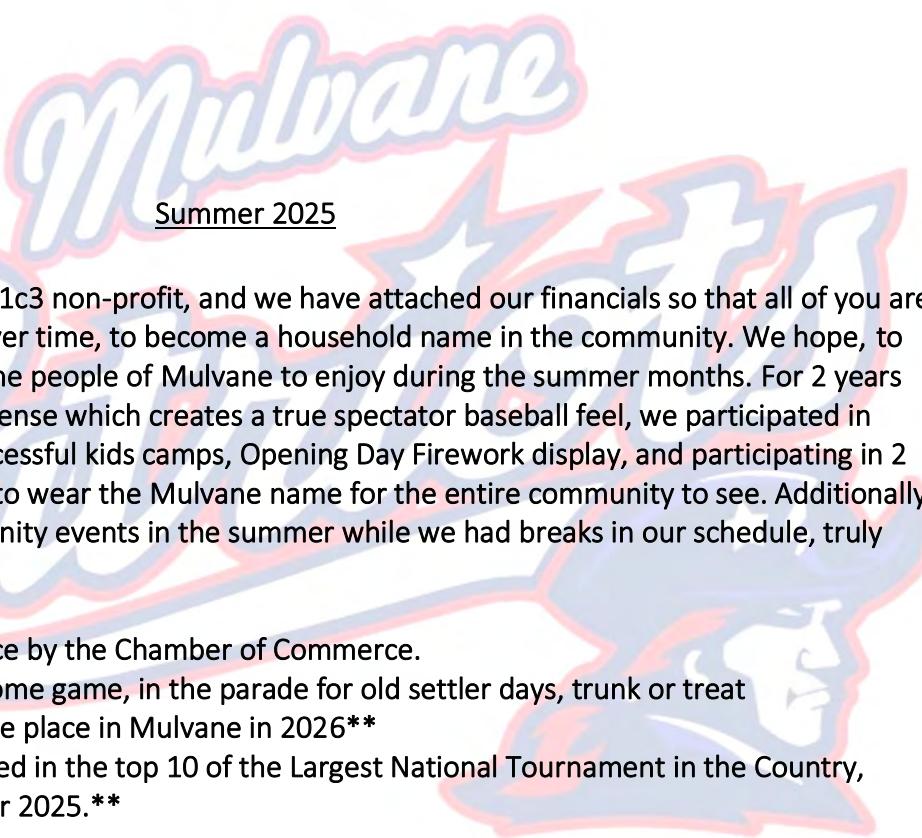
# Mulvane Patriots Year 2 of our 5-year agreement, 2026 – Mulvane Kansas

The Kansas Collegiate League Baseball is a summer collegiate baseball program that keeps baseball players active through the summer. We recruit athletes around the globe and have one of the most competitive leagues in the region. Our goal is to provide an experience for our athletes that involves being community involved, i.e., Youth mini camps, city, and community partnerships where the team participates in the community events throughout the summer season. The summer season typically operates for 2 months; starting at the end of May and concluding the first week in August.

The Patriots are a 501c3 non-profit entity under the Kansas Collegiate League Baseball umbrella.  
EIN: 83-3190030

## Team Operations-

President – Sheldon Howell  
Operations – David Buche  
Head Coach – Gage Walker



The Mulvane Patriots are a 501c3 non-profit, and we have attached our financials so that all of you are able to review. Our goal has been, over time, to become a household name in the community. We hope, to create a fun family atmosphere for the people of Mulvane to enjoy during the summer months. For 2 years we've been able to carry our CMB license which creates a true spectator baseball feel, we participated in multiple city events. With 2 very successful kids camps, Opening Day Firework display, and participating in 2 community events; we felt honored to wear the Mulvane name for the entire community to see. Additionally, we were present at different community events in the summer while we had breaks in our schedule, truly embracing the city.

- Awarded Best in Experience by the Chamber of Commerce.
- Pat Settler was at every home game, in the parade for old settler days, trunk or treat
- KCLB All Star event will take place in Mulvane in 2026\*\*
- The Mulvane Patriots placed in the top 10 of the Largest National Tournament in the Country, SummerBall Showdown for 2025.\*\*

## Partnership-

We would like to ask the City to continue its support to build a solid foundation for the team to be successful, we asked for a 5-year commitment starting in 2025. The council graciously gave the Patriots \$17,000 in 2025, we were able to create Pat Settler, the mascot and have a larger community impact. With that commitment we ask for the field expenses to be covered by the City and \$10,000 (each year through 2029) to aid in our success with the City of Mulvane, this includes 2 community buy outs (Free for the community) to help promote the team. The two dates are usually opening day and another date in the middle of the summer season. Example of the dates, opening day with chamber provided fireworks (this was a huge success and the chamber plans to continue this moving forward. We will provide 2 Free kids camps. All City and Rec employees – immediate family included – Free Season passes.



### Expected Budget – 2026

Below you will find some of the estimated expenses for our club as cost continue to rise. Additionally, with the new teams coming in and the request of many scouts regarding competition, we needed to add a more diverse schedule to compete on a larger scale.

## Kansas Collegiate League Baseball League

<i>Franchise Mulvane - Expenses</i>	<b>\$35,245</b>	<b>\$35,245</b>
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League Fees	\$3,775
Coaching Salary	\$6,000
Field Rental	\$2,500
Operating Expenses	\$7,660
Live Stream + Scoring Equipment	\$2,250
Uniforms + Hats + Helmets	\$5,960
Tournament Expenses	\$1,600
Chamber/CMB Dues	\$500
Misc. Equipment	\$5,000

<i>Franchise Overview- Adjusted Expenses</i>	<b>\$35,245</b>	<b>Total = \$35,245</b>
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### Plans for 2026

In 2026, the Mulvane Patriots will have Gage Walker back as head coach with the intentions of putting together a competitive roster, his goal is to bring home a KCLB league title and compete at the highest level in the SummerBall Showdown National Tournament. As an organization, we plan to be involved in the community through various giveback nights and spending time in our community as a team and with Pat Settler, the mascot. The Patriots fan base continues to grow each and every year as one of the highest attended teams in the league. We look forward the Kansas Star KCLB All Star event taking place in Mulvane for a second year, as it was voted the best experience by the players and fans. The Patriots will host the US Military WarDogs National Baseball Team, July 3<sup>rd</sup>. We're excited to get things moving for 2026 and look forward to your continued partnership.



## Formal Request:

### **City Donation of \$10,000- (annually) \*2026-2029**

- This also aids in covering some of the operating expenses for umpires, indoor practice facility, baseballs, live streaming equipment, and some coaching fees
- Two Community Buy Outs, Free Games for the Community
- Free Field Usage and making the field a playable surface for every home game, including weekends

### **In Return:**

- Two community events, dates selected by you (Typically Opening Day and another in July)
- 1000 tickets to give out to the community (for games that are not a community buyout).
- Return on Investment with our Partnership and promoting hotel overnights when the players parents come to visit. (Kansas Star Casino and Hotel plan to continue our partnership)
- Two Free Youth Mini Camps partnered through the Mulvane Rec.
- A partnership with the city would allow us to send players to the city for summer work.

The team will become an established franchise within the KCLB, and we are excited for the opportunity in Mulvane. This low-risk partnership will bring positive cash flow for the facility and city. With the support of the community, the high school, and the surrounding Colleges we feel this is a perfect scenario for our team and City of Mulvane to build on for many years to come.

We look to build on to our other successful city team and give Mulvane the family friendly and fun summer team it deserves.

Sheldon Howell  
KCLB Commissioner  
Mulvane Patriots President  
Mulvane Patriots  
501c3 Non-Profit | EIN 83-3190030



Agenda Section – New Business

February 18, 2026  
City Council Meeting

TO: Mayor and City Council  
FROM: City Staff  
RE: Transient Guest Tax Application  
ACTION: **Review, discuss and authorize the distribution of TGT funds**

---

**Background:**

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

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

In April 2022, the City Council amended the “Transient Guest Tax” Resolution. The amendment increased the Transient Guest Tax from 5% to 8% of gross receipts. The amendment restated the city’s intent to grant priority to request funds for convention and tourism promotion to the Kansas Star for the first 5% of annual gross receipts. This priority will remain in effect until use of the Transient Guest Tax Funds by the Kansas Star reaches \$3.8 million. To date, the Kansas Star has received \$2,267,000.00 of Transient Guest Tax for promotion and support of conventions and tourism.

**Fund Application Process:**

According to City policy, applicants must apply to the City (on forms obtained from the City Administrator) for events or activities which meet the statutory requirements of K.S.A. 12-1692 *et seq.* The City Administrator approves the request and then places it on the City Council agenda. The completed Program/Event Application is attached.

**Financial Considerations:**

Since the TGT has been increased to 8%, a partial amount of the difference between 5% and 8% collected is used to provide funding assistance for qualifying events or activities.

**Legal Considerations:**

As per the City Attorney.

**Recommendation:**

**Motion to authorize the City Administrator to approve the 2026 request from The Mulvane Marauders Car Club for Transient Guest Tax funds in the amount of \$2000.00.**



In accordance with Resolution No. 2011-9 of the City of Mulvane, Kansas (the "City"), the undersigned ("Applicant") hereby requests a grant for the following described program or event and certifies that said program or event will result in increased lodging facility occupancy within the City. Grant is based on availability of funds.

- Limit request to no more than \$2,000.00.
- Requests must include a \$1.00 to \$1.00 match.
- Budget must be included with application showing expenditures and revenues.
- The city of Mulvane must be listed as a sponsor at the level of funding approved.
- One application per calendar year per event.
- The funds must be expended in the 2026 calendar year.
- Class reunions will not be funded.

Brief Description of Program/Event:

Date and Time of Program/Event:

Amount of Grant Requested:

Brief Description explaining why Program/Event could result in overnight stays:

Description of Program/Event Costs and Other Sources of Funds, if any: .

**Submit a copy of the total program/event budget in a separate file or on its own page.**

Submitted this \_\_\_\_ day of \_\_\_\_\_, 2026.

APPLICANT/AUTHORIZED REQUESTOR:

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Mailing address and contact information for applicant:

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

---

**[For City of Mulvane Use Only]**

Date Request Received: \_\_\_\_\_

The City Administrator hereby certifies his personal belief the request meets the criteria of Charter Ordinance No. 26, for programs or events which could result in increased tourism and possible overnight stays in the City.

---

City Administrator

Yes      No

This request qualifies for consideration under the written policy of the City.

# **MULVANE MARAUDERS**

## **2024 Transient Guest Tax Budget Submittal**

**February 11<sup>th</sup>, 2026**

### **Estimated Revenue:**

1. Vendor Booths:	\$3,600, if all 48 booths sell
2. Trophy Sponsors:	\$1,875-3000, depends on number of sponsors
3. T-Shirt Sponsors:	\$3,000-3,500, depends on number of sponsors
4. Raffle Tickets:	\$2,500-3000, depends on how many are sold
5. Parking spaces:	\$3,000-3,500, depends on how many participants

Total: \$13,975-16,600

### **Estimated Costs:**

1. Radio ad:	\$650
2. T-shirts:	\$3,000-3,500
3. Trophies/raffle items/plaques:	\$2,000-2,500
4. Provides donuts/coffee/lunch to volunteers:	\$500-750
5. Misc supplies:	\$350-500
6. Insurance:	\$750

Total:\$7,250-8,650

Agenda Section – New Business

February 18, 2026  
City Council Meeting

TO: Mayor and City Council  
FROM: City Staff  
RE: Transient Guest Tax Application  
ACTION: **Review, discuss and authorize the distribution of TGT funds**

---

**Background:**

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

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

In April 2022, the City Council amended the “Transient Guest Tax” Resolution. The amendment increased the Transient Guest Tax from 5% to 8% of gross receipts. The amendment restated the city’s intent to grant priority to request funds for convention and tourism promotion to the Kansas Star for the first 5% of annual gross receipts. This priority will remain in effect until use of the Transient Guest Tax Funds by the Kansas Star reaches \$3.8 million. To date, the Kansas Star has received \$2,267,000.00 of Transient Guest Tax for promotion and support of conventions and tourism.

**Fund Application Process:**

According to City policy, applicants must apply to the City (on forms obtained from the City Administrator) for events or activities which meet the statutory requirements of K.S.A. 12-1692 *et seq.* The City Administrator approves the request and then places it on the City Council agenda. The completed Program/Event Application is attached.

**Financial Considerations:**

Since the TGT has been increased to 8%, a partial amount of the difference between 5% and 8% collected is used to provide funding assistance for qualifying events or activities.

**Legal Considerations:**

As per the City Attorney.

**Recommendation:**

1. **Motion to authorize the City Administrator to approve the 2026 request from The Mulvane Old Settler’s Association for Transient Guest Tax funds in the amount of \$2000.00.**



In accordance with Resolution No. 2011-9 of the City of Mulvane, Kansas (the "City"), the undersigned ("Applicant") hereby requests a grant for the following described program or event and certifies that said program or event will result in increased lodging facility occupancy within the City. Grant is based on availability of funds.

- Limit request to no more than \$2,000.00.
- Requests must include a \$1.00 to \$1.00 match.
- Budget must be included with application showing expenditures and revenues.
- The city of Mulvane must be listed as a sponsor at the level of funding approved.
- One application per calendar year per event.
- The funds must be expended in the 2026 calendar year.
- Class reunions will not be funded.

**Brief Description of Program/Event:**

**Mulvane Old Settlers celebration.** Events include carnival, parade, food vendors, arts & crafts vendors, entertainers, school performances, talent show, children's races, car show, etc.

**Date and Time of Program/Event:** August 20<sup>th</sup>-23<sup>rd</sup>, 2026

**Amount of Grant Requested:** \$2,000.00

**Brief Description explaining why Program/Event could result in overnight stays:**

MOS is a tradition dating back over 150 years. Generations of families return annually to perform, interact with their community, socialize, and participate. Food and craft vendors travel from numerous locations across the state.

**Description of Program/Event Costs and Other Sources of Funds, if any:**

Major costs include entertainment, prizes, parade organization, insurance, and sanitation.

Sources of revenue include the carnival and rental space for booths and food vendors. Costs often outweigh income.

Submit a copy of the total program/event budget in a separate file or on its own page.

Submitted this 4<sup>th</sup> day of February, 2026.

**APPLICANT/AUTHORIZED REQUESTOR:**

By Brandon Foster

Printed Name Brandon Foster

Title Mulvane Old Settlers Treasurer

Mailing address and contact information for applicant:

Mailing Address: P.O. Box 141, Mulvane, KS 67110

Phone: (316) 789-3044

Email: mulvaneos@cox.net

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**[For City of Mulvane Use Only]**

Date Request Received: \_\_\_\_\_

The City Administrator hereby certifies his personal belief the request meets the criteria of Charter Ordinance No. 26, for programs or events which could result in increased tourism and possible overnight stays in the City.

---

City Administrator

Yes  No

This request qualifies for consideration under the written policy of the City.

<b>Sales</b>	<b>2026</b>
Arts & Crafts Booths	\$ 7,100
Book/Advertising	\$ 3,600
Button Sales	\$ 4,500
Carnival Proceeds	\$ 18,000
Concessions	\$ 4,500
Interest Income	\$ 390
Shirt Sales	\$ 4,300
<b>Total Sales</b>	<b>\$ 42,390</b>
<b>Expenses</b>	
Book Expense	\$ 4,425
Button Expense	\$ 1,300
Committee Expense	\$ 250
Dues	\$ 100
Entertainer Expense	\$ 9,500
Insurance Expense	\$ 1,500
License Fees	\$ 240
Logistics	\$ 3,000
Parade Expense	\$ 1,700
Postage/Mail Expense	\$ 100
Prize Expense	\$ 6,600
Rental Expense	\$ 3,000
Sales Tax	\$ 325
Shirt Expense	\$ 2,500
Storage Expense	\$ 930
<b>Total Expenses</b>	<b>\$ 35,470</b>
<b>Net Income (Loss)</b>	<b>\$ 6,920</b>

City Council Meeting  
February 18, 2026

TO: Mayor and City Council  
FROM: Kaylie Mistretta, Senior Center Director  
RE: Facility Agreement between Central Plains Area Agency on Aging & Mulvane Senior Center  
ACTION: **Approval of Agreement for Site Use and Cooperation with Central Plains Area Agency on Aging**

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**Background:**

The Mulvane Senior Center has distributed and served daily meals to both homebound and congregate seniors to ensure they receive nutritious meals and foster a sense of community. As of January 2026 Central Plains Area Agency on Aging (“CPAAA”) began providing the Meals on Wheels and Friendship Meals program under Title III of the Older Americans Act (OAA) to eligible older adults.

**Analysis:**

The agreement enables CPAAA to provide congregate meals and home-delivered meals under Title III of the Older Americans Act (OAA) to eligible older adults. The City facilitates the program by providing access to the senior center facility, assisting with on-site administration, and supporting meal distribution activities. The agreement outlines the use and ownership of equipment and incidental supplies purchased with OAA funding, requires the City to obtain all necessary licenses, permits, and certifications for food service, and includes the completion of CPAAA-required documentation, reports, and assessments.

**Financial Considerations:**

CPAAA will reimburse the City as a sub-recipient of Older Americans Act funds. \$6,375.00 reimbursement for January 1, 2026, through September 30, 2026. \$8,500.00 reimbursement for the period between October 1, 2026 through September 30, 2027. Money donated by participants consuming the Meals On Wheels and Friendship Meals will be sent to CPAAA to assist with food expenses. Funding is contingent upon CPAAA’s receipt of state and federal grant funds; reductions or termination may occur if funding is reduced or eliminated.

**Legal Considerations:**

The City Attorney has reviewed the Agreement.

**Recommendation:**

Motion to approve the Agreement for Site Use and Cooperation Agreement between the City of Mulvane, Kansas and Central Plains Area Agency on Aging for the Meals On Wheels and Friendship Meals Nutrition Program for the Mulvane Senior Center.

**SITE USE AND COOPERATION AGREEMENT**  
by and between  
**CENTRAL PLAINS AREA AGENCY ON AGING**  
and  
**CITY OF MULVANE**  
**Mulvane Senior Center**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between Central Plains Area Agency on Aging, by and through Sedgwick County in its capacity as administrator and authorized agent ("CPAAA" or "County") and City of Mulvane, Kansas (the "Contractor").

**WHEREAS**, CPAAA wishes to make available certain congregate meal program and home delivered nutrition services (collectively "Nutrition Program") in accordance with Title III of the Older Americans Act ("OAA") to eligible individuals; and

**WHEREAS**, Contractor wishes to facilitate CPAAA's provision of said Nutrition Program by providing certain premises and assisting CPAAA in administration of the Nutrition Program on said premises; and

**WHEREAS**, CPAAA and Contractor believe that such cooperation is to the benefit of eligible individuals and the general public.

**NOW THEREFORE**, in consideration of the promises and mutual agreements hereinafter contained, CPAAA and Contractor hereby agree as follows:

1. Certain Definitions.

For purposes of this Agreement:

a. "Congregate Meals" means hot meals that are brought by CPAAA to Site to be served to a Participant in a social group setting on Site as part of CPAAA's Nutrition Program.

b. "Equipment" means, without limitation, ranges, ovens, stoves, microwaves, coffee makers, water kettles, utensils, cutlery, and refrigeration equipment (including the walk-in cooler).

c. "Home-Delivered Meals" means hot meals that are brought by CPAAA to Site to be delivered to Participant's home address by Contractor's agent, employees, or volunteers.

d. "KDADS" means Kansas Department for Aging and Disability Services.

e. "Office Products" means electronic products including, but not limited to, desktop computers, laptop computers, monitors, printers, fax machines, scanners, copiers, and telephones.

f. "Participants" means individuals who meet the eligibility criteria for the Nutrition Program.

g. "UPR" means Uniform Program Registration.

2. Contractor agrees to:

- a. Provide CPAAA and its contractors with access to and use of Contractor's premises located at 632 E Mulvane St, Mulvane, Kansas 67110, including, but not limited to the kitchen and dining area (collectively the "Site") suitable and appropriate for CPAAA's Nutrition Program during hours and days specified herein:
  - (1) Each Monday through Friday from 9:00 a.m. to 1:00 p.m., beginning January 1, 2026, through September 30, 2027, excluding federal holidays. CPAAA and Contractor may agree on additional open dates and/or times as may be deemed appropriate by both parties.
- b. Provide the following support services:
  - (1) Provide meal service of Congregate Meals to Participants during days and times specified in Section 2.a.(1) in accordance with CPAAA's Nutrition Program's guidelines.
  - (2) Follow appropriate sanitation and food handling standards established by applicable laws and regulations, including but not limited to the Kansas Food Code established by the Kansas Department of Agriculture. Ensure that all such standards are followed by all of Contractor's agents, employees and volunteers during the distribution of Congregate Meals and Home-Delivered Meals to Participants. Ensure that the Site's dining area, kitchen area, and restrooms are maintained in clean, safe, and sanitary condition during times specified in Section 2.a.(1).
  - (3) Provide oversight and documentation of activities of all volunteers engaged in Nutrition Program on Site.
  - (4) Inspect Equipment for cleanliness and functional operation. Contractor shall notify CPAAA as soon as practically possible and without unreasonable delay if any of Contractor's or CPAAA's Equipment appears to be malfunctioning. Ensure that such Equipment is not used until the apparent malfunction is addressed by CPAAA or Contractor in accordance with this Agreement.
  - (5) Conduct and/or distribute, as may be appropriate, all required assessments to Participants in accordance with CPAAA and KDADS procedures.
  - (6) Complete CPAAA required documentation, reports, and meal orders by required deadlines.
  - (7) Inform Participants of suggested monetary donations for the Nutrition Program and encourage donations according to their ability while maintaining confidentiality.
  - (8) Communicate CPAAA Nutrition Program information and announcements to Participants.
  - (9) Communicate with customers or professionals inquiring about the Nutrition Program.
- c. Provide secure storage at the Site for CPAAA's incidental supplies, Equipment, and Office

Products that are used by CPAAA for Nutrition Program purposes at the Site. All supplies, Equipment, and Office Products brought by CPAAA to the Site shall remain CPAAA's property.

- d. Maintain the Site in a safe, clean, and sanitary manner consistent with applicable laws and regulations. Arrange for timely inspection of fire extinguishers and smoke alarms and have documentation of inspection available for CPAAA's annual Site assessment.
- e. Provide space for bulletin board and display postings and documentation required by CPAAA's Nutrition Program.
- f. Provide CPAAA and its contractors with access to and use of Contractor's Equipment as may be needed in the administration of the Nutrition Program and ensure that such Equipment is in proper working order.
- g. Monitor the delivery of Home-Delivered meals by volunteers to Participants registered to receive Home-Delivered meals. Inform CPAAA if any volunteer is unable to deliver a meal to any such Participant.
- h. Not to use CPAAA's Equipment, Office Products, or incidental supplies for other events and programs that are not part of CPAAA's Nutrition Program.
- i. Include CPAAA approved branded logo in all publicity related to the CPAAA Nutrition Program.
- j. Allow CPAAA staff to provide nutrition education presentations on Site during mutually acceptable dates and times.
- k. Be solely responsible for all repairs and/or replacement of all Contractor's Equipment and Office Products installed on Site.
- l. Be solely responsible for payment of all Site's utilities, telecommunication services utilized by the Site such as internet and telephone services, pest control, and general maintenance.
- m. Secure daily donations made at the Site by Participants and other parties who wish to make donations for Nutrition Program and transfer all such donations to CPAAA by the 5<sup>th</sup> calendar day of each month.
- n. Provide CPAAA with Contractor's logo and permit CPAAA to use such logo for purposes described in Sections 3.g and 3.h of this Agreement.
- o. Stop using immediately and notify CPAAA in a timely manner and without unreasonable delay if any of the CPAAA's Office Products used by Contractor in the course of performing its obligations under this Agreement appears to malfunction.
- p. Purchase all necessary licenses, permits and certifications required to service food to Participants and other eligible third parties at the Site. Provide copies of all such licenses, permits and certifications to CPAAA. Maintain all such licenses, permits and certifications throughout the duration of this agreement in good standing order.

3. CPAAA agrees to:

- a. Use the Site for purposes of for CPAAA's Nutrition Program during hours and days specified herein:
  - (1) Each Monday through Friday from 9:00 a.m. to 1:00 p.m., beginning January 1, 2026, through September 30, 2027, excluding federal holidays. CPAAA and Contractor may agree on additional open dates and/or times as may be deemed appropriate by both parties.
  - (2) CPAAA shall not use the kitchen and dining room on federal holidays.
- b. Provide required documentation, manuals, program policies and procedures to the Contractor.
- c. Provide program training to the Contractor's chosen representatives on as needed basis.
- d. Coordinate with the Contractor in addressing complaints from Participants, closures or other issues impacting the day-to-day service of Congregate Meals and Home-Delivered Meals.
- e. Deliver Congregate Meals and Home-Delivered Meals to the Site for further distribution by Contractor to Participants.
- f. Provide timely communications to Contractor regarding training opportunities, policy or procedure changes, updated flyers, concerns, complaints and other necessary communications as it becomes available.
- g. Acknowledge the cooperation of the Contractor in CPAAA's Nutrition Program in CPAAA's public announcements that pertain to Nutrition Program conducted on Contractor's Site. CPAAA may use Contractor's designated logo provided by Contractor to CPAAA for use in such announcements.
- h. Promote the CPAAA Nutrition Program and provide the Site information on CPAAA's website. CPAAA may use Contractor's designated logo provided by Contractor to CPAAA as part of promotion of the CPAAA Nutrition Program and provision of Site information on CPAAA's website.
- i. Provide disposable incidental supplies, such as trash bags, napkins, disposable plastic cutlery or other incidentals of similar nature required for the administration of the Nutrition Program at the Site. Such incidental supplies shall be provided in the sole discretion of CPAAA on as needed basis.
- j. Permit Contractor to use CPAAA's Equipment, Office Products, and incidental supplies while providing support services specified in this Agreement.
- k. Reimburse Contractor for costs incurred in performance of Contractor's duties as specified in

Section 9 of this Agreement.

4. Equipment and incidental supplies purchased with Older American Act funding for use at the Site.
  - a. CPAAA and Contractor agree that certain Equipment and Office Products currently present at the Site were purchased using Older Americans Act funding through grants or monetary disbursements made by CPAAA for such purchases. Parties agree that the following applies to all such Equipment and Office Products:
    - (1) All such Equipment and Office Products shall remain the property of CPAAA and shall not be considered Contractor's property.
    - (2) Use of such Equipment and Office Products shall be limited to use in connection with the administration of the Nutrition Program.
    - (3) Contractor shall not be responsible for the maintenance, repair and/or replacement of CPAAA's Equipment and Office Products, provided that the loss, damage, or malfunction of such Equipment or Office Products was not the result of Contractor's negligence and/or willful, wanton, or reckless conduct in the use of such Equipment.
    - (4) In the event of a malfunction of CPAAA's Equipment or Office Products that was not a result of Contractor's negligence and/or willful, wanton, or reckless conduct in the use of such Equipment, the repair and/or replacement of such Equipment or Office Products shall be at the sole discretion of CPAAA. If CPAAA elects to repair or replace such Equipment or Office Products, all costs for such repair or replacement shall be the sole responsibility of CPAAA.
    - (5) CPAAA shall maintain an inventory list of all CPAAA's Equipment and Office Products. This inventory list shall be incorporated herein as Exhibit A and, to the extent applicable, shall include the following information: the manufacturer, model, serial number, date and place of purchase. This inventory list may be periodically updated by CPAAA and Contractor shall cooperate with CPAAA to facilitate such periodic updates.
    - (6) All such Equipment and Office Products may be repossessed by CPAAA at the termination of this Agreement. Unless otherwise agreed by CPAAA and Contractor, all costs associated with repossession of such Equipment, including deinstallation, removal, packaging and transportation of such Equipment from the Site to CPAAA shall be the responsibility of the Contractor if termination occurs due to Contractor breach or if Contractor terminates for convenience; if termination occurs for CPAAA's breach or CPPAA terminates for convenience or due to reduction or loss of funding or upon expiration of the Term, such costs shall be the responsibility of CPAAA. CPAAA shall not be liable for any damages that may occur during the deinstallation or removal of such Equipment or Office Products except to the extent caused by CPAAA's negligence and subject to limitations of Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

b. CPAAA and Contractor agree that all new Equipment and Office Products purchased by CPAAA or purchased by Contractor using Older Americans Act funding provided by CPAAA for such purchase during the Term of this Agreement for use in Nutrition Program on Site shall be subject to the following:

- (1) All such Equipment and Office Products shall remain the property of CPAAA.
- (2) Installation of such Equipment and Office Products shall be the responsibility of the Contractor. CPAAA shall not be liable for any damages that may occur during the installation, deinstallation, or removal of such Equipment or Office Products.
- (3) Use of such of such Equipment and Office Products shall be limited to the use in connection with the administration of the Nutrition Program.
- (4) Contractor shall not be responsible for the maintenance, repair and/or replacement of such Equipment and Office Products, provided that such Equipment loss, damage, or malfunction was not the result of Contractor's negligence and/or willful, wanton, or reckless conduct in the use of such Equipment.
- (5) In the event of malfunction of such Equipment or Office Products that was not a result of Contractor's negligence and/or willful, wanton, or reckless conduct in the use of such Equipment, the repair and/or replacement of such Equipment or Office Products shall be at the sole discretion of CPAAA. If CPAAA elects to repair or replace such Equipment or Office Products, all costs for such repair or replacement shall be the sole responsibility of CPAAA.
- (6) CPAAA shall maintain an inventory list of all such Equipment and Office Products. This inventory list shall be incorporated as a subcategory of Exhibit A and, to the extent applicable, shall include the following information: the manufacturer, model, serial number, date and place of purchase. This inventory list may be periodically updated by CPAAA and Contractor shall cooperate with CPAAA to facilitate such periodic updates.
- (7) All such Equipment and Office Products may be repossessed by CPAAA at the termination of this Agreement. Unless otherwise agreed by CPAAA and Contractor, all costs associated with repossession of such equipment, including deinstallation, removal, packaging and transportation of such Equipment and Office Products from the Site to CPAAA shall be the responsibility of the Contractor if termination occurs due to Contractor breach or if Contractor terminates for convenience; if termination occurs for CPAAA's breach or CPAAA terminates for convenience or due to reduction or loss of funding or upon expiration of the Term, such costs shall be the responsibility of CPAAA. CPAAA shall not be liable for any damages that may occur during the deinstallation, or removal of such Equipment and Office Products except to the extent caused by CPAAA's negligence and subject to limitations of Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

c. CPAAA and Contractor agree that all disposable incidental supplies, including but not limited

to trash bags, napkins, disposable plastic utensils, and other incidentals of a similar nature that were purchased using Older Americans Act funding during the Term of this Agreement for use in administration of Nutrition Program on Site shall remain the property of CPAAA. All such incidental supplies may be repossessed by CPAAA at the termination of this Agreement. Unless otherwise agreed by CPAAA and Contractor, all costs associated with repossession of such incidental supplies, including packaging and transportation from the Site to CPAAA shall be the responsibility of the Contractor if termination occurs due to Contractor breach or if Contractor terminates for convenience; if termination occurs for CPAAA's breach or CPAAA terminates for convenience or due to reduction or loss of funding or upon expiration of the Term, such costs shall be the responsibility of CPAAA.

5. Term. The term of this Agreement shall commence the date first written above and end on September 30, 2027.

6. Incorporation of Document. 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**

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

8. Authority to Contract. Contractor assures it possesses legal authority to contract under this Agreement; 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.

9. Compensation and Funding.

a. CPAAA is a recipient of OAA grant funds. Contractor understands and agrees that Contractor's reimbursement under this Agreement shall be made with such grant funds making the Contractor a sub-recipient. Contractor understands and agrees that this Agreement is subject to Uniform Guidance for federal awards (2 CFR Part 200) as well all additional applicable provisions mandated by the federal government in expenditure of OAA grant funds. As a sub-

recipient, Contractor agrees that this Agreement may be subject to a subsequent audit by the Federal Agency granting the funds for the purposes of performing the work and activities to be performed under this Agreement and that Contractor shall cooperate with CPAAA and the Federal Agency in the event of any such audit.

b. Subject to the provisions of this Agreement, the CPAAA shall reimburse Contractor for personnel costs incurred in performance of support services outlined in Section 2.b, a de minimis rate of up to 15 percent of modified total direct costs (MTDC) for indirect costs incurred in performance of such services, and the costs of licenses required pursuant to Section 2.p. Contractor and CPAAA expressly understand and agree that in no event shall the compensation and reimbursement paid to the Contractor exceed the following amounts:

1. For period beginning the date of execution of this Agreement through September 30, 2026: Six Thousand Three Hundred Seventy-Five Dollars and No Cents (\$6,375.00);
2. For period beginning October 1, 2026, through September 30, 2027: Eight Thousand Five Hundred Dollars and No Cents (\$8,500.00).

c. Contractor's invoice to CPAAA for costs incurred in provision of support services must be submitted no later than the tenth (10th) day of the month following the month in which support services have been provided. Such invoice must be itemized and be supported by properly executed payrolls, time records, invoices, receipts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the actual costs incurred by the Contractor. Payments shall be made within thirty (30) calendar days of receipt of the invoice and Expense Information by CPAAA, provided all necessary information to support such invoice has been accurately provided by Contractor to CPAAA in a timely manner.

d. Contractor agrees, declares, and assures that no costs or expenditures which have been funded by other federal, or state grant funds shall be duplicated or otherwise included as part of request for reimbursement under this Agreement.

e. Contractor shall submit all invoices to CPAAA at the following email address: [aginginvoices@sedgwick.gov](mailto:aginginvoices@sedgwick.gov).

f. Payments shall be made to Contractor only for services specifically authorized by this Agreement. CPAAA reserves the right to disallow payment or reimbursement for any item or service billed by Contractor if CPAAA believes that such item or service was not provided to support the Agreement purpose or was not authorized by the Agreement.

g. It is understood and agreed that in the event the amount of funds CPAAA actually receives from KDADS is less than anticipated, or if no funds are available to CPAAA for funding this Agreement, CPAAA may decrease the total compensation and reimbursement to be paid hereunder or may terminate this Agreement without liability.

10. 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.

CPAAA: Central Plains Area Agency on Aging  
Attn: Executive Director  
271 W. 3<sup>rd</sup> St 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: Contract Notification  
628 E. Mulvane St.  
Mulvane, Kansas 67110

## 11. Termination.

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

b. For Convenience. CPAAA 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. CPAAA's maximum liability shall be limited to payment for services already rendered by Contractor.

c. Due to Reduction in Funds. It is understood and agreed that in the event the amount of funds CPAAA receives from KDADS is less than anticipated, or 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) day's written notice.

12. Hold Harmless and Limitation of Liability. To the extent allowed by law, Contractor shall indemnify CPAAA, 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 or use of CPAAA's Equipment under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

In addition to any other limitations of liability specified in this Agreement, CPAAA shall not be liable to Contractor for any direct, special, indirect, punitive or consequential damages, including without limitation loss of anticipated profits or other economic loss, personal injuries, or property damage arising out of or connected with CPAAA's Equipment or use of CPAAA's Equipment by Contractor or CPAAA. Nothing in this Agreement shall be construed to violate the Kansas Cash Basis and appropriation laws, or to waive the protections and limitations of the Kansas Tort Claims Act applicable to the Contractor.

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

<b>Worker's Compensation:</b>	
Applicable coverage per State Statutes	
<b>Employer's Liability Insurance:</b>	\$500,000.00
<b>Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):</b>	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
<b>Automobile Liability:</b>	
Combined Single Unit	\$500,000.00
<b>Umbrella Liability:</b>	
Following form for both the general liability and automobile	
<input type="checkbox"/> <b>Required / <input checked="" type="checkbox"/> Not Required</b>	
Each claim	\$1,000,000.00
Aggregate	\$1,000,000.00
<b>Professional Liability/Errors &amp; Omissions Insurance:</b>	
<input type="checkbox"/> <b>Required / <input checked="" type="checkbox"/> Not Required</b>	

Each claim	\$1,000,000.00
Aggregate	\$1,000,000.00
<b>Pollution Liability Insurance:</b>	
<input type="checkbox"/> Required / <input checked="" type="checkbox"/> Not Required	
Each claim	\$1,000,000.00
Aggregate	\$1,000,000.00

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

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14. Complete 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.

15. 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.

16. 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. In addition, consistent with state law, Contractor shall not give preferential treatment to nor discriminate against subcontractors on the basis of environmental, social, or governance ("ESG") criteria.

17. 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.

18. 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.

19. 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.

20. 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, pandemics, quarantine, strikes other than by Contractor's employees, and freight embargoes.

21. 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.

22. 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 Provisions Addendum (Appendix B)
- c. Written modifications and addenda to the executed Agreement
- d. This Agreement document

23. 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.

24. 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.

25. Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available to CPAAA 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.

26. 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.

27. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.

28. Counterparts; Signatures. This Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the parties hereto as if they were originals.

*[balance of this page intentionally left blank, signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by signature of their duly authorized officers the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF MULVANE, KANSAS

---

Thomas J. Stolz  
County Manager

---

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

APPROVED AS TO FORM:

---

Armand L. Shukaev  
Assistant County Counselor

ATTESTED TO:

---

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

cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto.

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

14. **Suspension/Debarment:** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance:** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses, or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law:** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off:** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the Agreement, County will offset said delinquent taxes by the amount of the payment due under the Agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.
18. **Inapplicability to Municipal Contractors:** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, and 17.
19. **Safety Recall Notices:** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods, and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods, or services reasonably equal to or better than the quality of the products, goods, or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods, or services less a reasonable amount for depreciation. This Section 19 survives expiration or termination of the Agreement.
20. **Generative AI:** Contractor shall disclose any use of Generative AI which processes, involves, has access or exposure to, impacts, or potentially impacts the County or County data, systems, goods, services, or products. In addition to the foregoing, Contractor shall specifically identify when Generative AI is intended for use to draft reports containing recommendations that involve engineering judgment or propose decisions, actions, or inactions that involve or rely upon professional engineering knowledge or experience. For purposes of this section, Generative AI is artificial intelligence capable of generating text, images, or other media, using generative models. In the event of any such disclosure, County may, in its sole discretion, deny the use of the Generative AI in performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided.  
In addition, Contractor shall not expose or input any confidential County data, records, processes, or other types of information into Generative AI. Confidential data shall constitute Personal Health Information, medical records, legal or privileged records, personnel records, similarly sensitive records, or other types of data or records identified as confidential by County.
21. **Breach of System:** To the extent Contractor accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses County records or data, it shall, following the discovery of a breach or compromise of Contractor's system or of County information, immediately notify the County of such breach or compromise. Such notice shall include the County data or records that have been, or is reasonably believed by the Contractor to have been, used, accessed, acquired, or disclosed. Contractor shall provide County with any other available information that County reasonably requests or could be used to protect County's own system and data. Within five (5) days of the incident, Contractor shall provide County, in writing, a plan containing remedial steps being taken to address the compromised or potentially compromised data and future plans to prevent recurrence of the same or similar breach. If such remediation plan is acceptable to County IT, Contractor shall immediately implement the plan. In the event the remediation plan is not acceptable to County IT, both parties shall negotiate, in good faith, for Contractor to provide security protection for the County and/or individuals potentially impacted by the breach.

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

City Council Meeting  
February 18, 2026

TO: Mulvane City Council  
FR: Gordon Fell, Director of Public Safety  
**RE: Professional Code Compliance**  
ACTION: Motion to approve the agreement with Professional Code Compliance.

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**Background:**

Over the past year, staff has met twice with Professional Code Compliance (PCC) regarding their services. Evaluating code enforcement of the past decade, this city process has typically been one that has been complaint driven. While researching methods to become more proactive, conversations started with PCC.

**Analysis:**

PCC provides code compliance which covers those nuisances that you typically see spelled out in Chapter 215 of the Mulvane City Code. Nuisances that are included but not limited to are weeds/grass, exterior conditions of yard, junk vehicles and rubbish.

The service would dedicate eighty hours per month towards code compliance and enforcement duties. This includes time for field surveys, office administration, and potential testimony. This service also allows for citizens and staff to submit issues directly to PCC via phone and web. The method in which PCC operates is to seek compliance through initial communication, education, follow-up and enforcement. Each property violation will initiate a comprehensive project file to document the violation through its phases so the actions can be tracked.

**Attachments:**

A sample door hanger  
A sample list of projects

A flyer that describes PCC, their mission, benefits and the communities they serve.

**Financial Considerations:**

Compensation in the amount of \$3,500.00 per month, additional expenses and insurance are included in the attached agreement.

**Legal Considerations:**

Agreement has been reviewed between the legal parties and agreed on as presented.

**Recommendation:**

Motion to approve the agreement with Professional Code Compliance.

# NOTICE

Date/time: \_\_\_\_\_

Hello, this is a friendly reminder to fix the items below that are in violation of city code. Our next inspection is in 10-14 days. Please have this issue resolved. Thanks!

**Weeds/tall grass** - Not to exceed 12 inches  
(382 Environmental Code, Article 4 Section 8-401, 8-402)

**Exterior conditions of yard/structure**  
(693 Environmental Code Chapter 8 Article 2 Section 8-208a)

**Junked motor vehicles/rubbish**  
(City Code Article 3 Section 8-303)

**Other violation:**  
\_\_\_\_\_  
\_\_\_\_\_

**See notes on the back of this card**  
 **Compliance date:** \_\_\_\_\_



**PROFESSIONAL CODE COMPLIANCE**

**316-251-4140**

procodecompliance@icloud.com

# NOTICE

Date/time: \_\_\_\_\_

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**Junked motor vehicles/rubbish**  
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**Other violation:**  
\_\_\_\_\_  
\_\_\_\_\_

**See notes on the back of this card**  
 **Compliance date:** \_\_\_\_\_



**PROFESSIONAL CODE COMPLIANCE**

**316-251-4140**

procodecompliance@icloud.com

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**Junked motor vehicles/rubbish**  
(City Code Article 3 Section 8-303)

**Other violation:**  
\_\_\_\_\_  
\_\_\_\_\_

**See notes on the back of this card**  
 **Compliance date:** \_\_\_\_\_



**PROFESSIONAL CODE COMPLIANCE**

**316-251-4140**

procodecompliance@icloud.com

# Projects

Find a project...

[+ Create Project](#)

All Stared My Projects Archived  

 Active Violation 



## 314 Cherry St

314 Cherry St [REDACTED]  
Last Updated Feb 6, 3:22 PM

Action Required- See task  Dexter, KS 

Photos Docs Recent Users  
3 1 CO CM



## 136 Washington Ave

Last Updated Jan 31, 2:36 PM

 Burns, KS

Photos Docs Recent Users  
9 6 CO CK



## 121 Washington Ave

121 Washington Ave [REDACTED]  
Last Updated Jan 31, 2:35 PM

 Burns, KS

Photos Docs Recent Users  
13 2 CO CK



## 116 Washington Ave

116 Washington Ave [REDACTED]  
Last Updated Jan 31, 2:35 PM

2nd Attempt/Letter Sent  Burns, KS

Photos Docs Recent Users  
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## COMPLIANCE

KEEPING  
KANSAS COMMUNITIES  
CLEAN, SAFE &  
COMPLIANT



### About Us

At Professional Code Compliance, we specialize in helping smaller municipalities enforce their local codes—effectively, professionally, and affordably. Founded by Kendall Pierce, our mission is simple: to support cities in maintaining safe, clean, and attractive neighborhoods while saving money year over year.



### Our Mission

We understand that property enforcement can be a sensitive topic. That's why we approach each case with respect, fairness, and a focus on what matters most: health, and safety. Our team provides thorough documentation and clear communication to help city officials make informed decisions on unresolved compliance issues.



### Why Choose Us?

- Cost-Effective – Save on overhead and internal staffing costs. We handle everything.
- Experienced & Professional – Skilled enforcement with a respectful, community-first approach.
- Comprehensive Reporting – Timely, accurate documentation to back every case.



### PROUDLY SERVING

**Burden, KS**

**Burns, KS**

**Caldwell, KS**

**Cedar Vale, KS**

**Centralia, KS**

**Clearwater, KS**

**Dexter, KS**

**Goddard, KS**

**Halstead, KS**

**Havensville, KS**

**Howard, KS**

**Onaga, KS**

**Peabody, KS**

**Potwin, KS**

**Towanda, KS**

**Wheaton, KS**



316.251.4140



procodecompliance@gmail.com

## **AGREEMENT BETWEEN THE CITY OF MULVANE, KANSAS AND PROFESSIONAL CODE COMPLIANCE LLC**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, in accordance with the provisions of Kansas statute, by and among the City of Mulvane, acting by and through its governing body, as authorized by vote (hereinafter referred to as "City"), and Professional Code Compliance LLC, (hereinafter referred to as "PCC") (collectively to be referred to as "the Parties").

### **WITNESSETH:**

**WHEREAS**, the City of Mulvane currently has a need for code compliance services and enforcement within the City;

**WHEREAS**, PCC is a legal entity in the State of Kansas which performs code compliance and enforcement services;

**AND, WHEREAS**, more efficient and effective municipal government administration would be realized through the City contracting with PCC for code compliance and enforcement services

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, the Parties agree as follows:

### **ARTICLE I. CODE COMPLIANCE OFFICER**

#### **SECTION I.1. DUTIES OF THE CODE COMPLIANCE OFFICER**

**(a)** The Code Compliance Officer (as defined below) shall perform the duties related to municipal government administration of code compliance and enforcement services for the City under the policy guidance of the governing body, as detailed below.

**(b)** When providing services for the City:

(i) The Code Compliance Officer shall perform the duties as defined by this Agreement, applicable Ordinances, Codes, and policies of the City.

(ii) The Code Compliance Officer shall report directly to the \_\_\_\_\_ (e.g. City Administrator, City Clerk, Mayor, etc.)

### **ARTICLE II.**

#### **SECTION II-1. ENGAGEMENT; QUALIFICATIONS**

City shall engage and designate PCC through its designated representative to serve as the enforcement authority for code compliance purposes as authorized by the Mulvane City Code and applicable ordinances (the "Code Compliance Officer"). Such designation is contractual in nature

and shall not constitute the creation or appointment of a municipal office. The designation shall be for a term of one (1) year and shall be subject to annual review by the governing body.

The Parties may also, from time to time and by agreement, establish qualifications required to hold the position of Code Compliance Officer.

## **SECTION II-2. POWERS AND DUTIES**

The Code Compliance Officer shall be responsible to the City for the proper administration of code compliance and enforcement services within the City. The powers and duties of the Code Compliance Officer shall include, but are not intended to be limited to, the following:

- (a)** Conduct regular field surveys of residential properties within the City to determine compliance with the City's appropriate codes, ordinances, and regulations.
- (b)** Prepare and serve/deliver any and all communications needed (e.g. warning letters, citations, etc.) to property owners, tenants, landlords, etc. for code compliance and enforcement services.
- (c)** Work in conjunction with the City Attorney/Prosecutor and governing body toward the enforcement of appropriate codes, ordinances, and regulations. This shall include, but not necessarily be limited to, preparation and production of regular semi-monthly reports regarding the code compliance status of properties. This shall also include providing testimony as a witness in municipal court or before the governing body at public hearings for property status or remediation requirements. Notwithstanding the foregoing, all prosecutorial decisions and final enforcement determinations shall remain with the City and City Prosecutor.
- (d)** If requested by the City, the Code Compliance Officer may also refer appropriate providers to the City for remediation of properties when necessary.

## **SECTION II-3. COMPENSATION, REIMBURSEMENT, AND INVOICING**

The Code Compliance Officer shall receive such compensation pursuant to this agreement.

- (a)** Compensation shall be in the amount of \$3,500 (Three thousand and five hundred dollars) per month. This amount is a flat fee and includes any costs that PCC incurs for fuel, office expenses, limited postage (see below), etc.
- (b)** The above flat fee includes a maximum amount of \$25 per month for regular or certified mailing or other postage expenses. PCC shall make all due diligence efforts to provide personal service of warnings, citations, etc. but when necessary, certified/regular mailing service costs are necessary, the City shall reimburse PCC for any such costs that exceed \$25 per month.
- (c)** PCC shall invoice the City on a monthly basis at the beginning of each month. Said invoice shall be for services for the proceeding month as well as for any reimbursements from the preceding month. For example, the invoice produced on July 1<sup>st</sup> shall be for services to be performed in July as well as any postage reimbursement applicable for June. Invoices shall be paid by the City no later than the end of the month in which the invoice was received.

## **SECTION II-4. SCHEDULE OF THE CODE COMPLIANCE OFFICER**

(a) It is expected that the CCO will devote approximately 80 hours per month toward the work necessary for code compliance and enforcement duties. This includes time needed for field surveys, office administration, and potential testimony. The CCO shall apportion said hours between the obligations as necessary with adjustments made appropriately to successfully perform the dues as set forth above.

## **SECTION II-5. INDEPENDENT CONTRACTOR**

PCC is an independent contractor and not an employee or officer of the City. Nothing contained in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture between the City and PCC or between the City and any employee or contractor of PCC. PCC shall have no authority to bind the City to any obligation, contract, or expenditure unless expressly authorized in writing by the City.

## **ARTICLE III. TERM**

### **SECTION III-1. INITIAL TERM**

The initial term of this agreement shall be for a period of 3 (three) months commencing on the 1<sup>st</sup> day of March, 2026 and this agreement shall automatically renew thereafter for successive terms of one year unless terminated by either party. The parties may terminate this agreement within the initial term by giving written notice of termination to the other party no later than April 30<sup>th</sup>, 2026. Upon such notice, then this agreement shall terminate effective May 31<sup>st</sup>, 2026.

### **SECTION III-2. RENEWAL TERM(S)**

The initial term shall automatically renew for a renewal term of one (1) year effective June 1<sup>st</sup> of each year. Should either party seek to amend, renegotiate, or revise this agreement, such party shall give notice of such proposed revision or amendment to the other party no later ninety days prior to the effective date of the next renewal term. The parties shall either agree in writing to any amendments or revisions, abandon negotiations and proceed with a renewal term under the effective terms, or abandon negotiations and terminate the agreement. In the event of a notice to amend or revise being given by either party, one of the three outcomes shall be determined no later than May 1<sup>st</sup> of that year.

### **SECTION III-3. TERMINATION**

This Agreement may be terminated prior to the expiration of the then-current term only for Cause.

(a) Cause Defined. “Cause” means a material failure by PCC to reasonably and timely perform its duties under this Agreement, including a material failure to conduct inspections, issue or process code enforcement actions, provide required reports, cooperate with the City, or otherwise carry out code compliance and enforcement responsibilities as contemplated by this Agreement.

(b) No Result-Based Standard. Cause shall not be based on enforcement outcomes. The City acknowledges that PCC’s services may be properly performed even if violations are not cured or enforcement actions do not result in compliance.

**(c) Third-Party Software.** PCC's obligations under this Agreement are not excused by PCC's reliance on any third-party software, platform, system, or vendor. Any failure, delay, limitation, or unavailability of such software shall be the responsibility of PCC and shall not excuse performance, shall not justify delay, and may constitute Cause if it results in a material failure to reasonably and timely perform PCC's duties.

**(d) Notice and Cure.** Except in cases of willful misconduct or violations of law, the City shall provide written notice of the material failure and allow PCC thirty (30) days to cure to the City's reasonable satisfaction. If the failure is not cured, the City may terminate the Agreement upon written notice.

**(e) Effect of Termination.** Upon termination for Cause, PCC shall be entitled only to compensation for services actually performed through the effective date of termination, prorated as necessary.

## **ARTICLE IV.**

### **SECTION IV-1. GENERAL PROVISIONS:**

**(a)** No change or modification of this Agreement shall be valid unless it shall be in writing and signed by the Parties.

**(b)** The text herein shall constitute the entire Agreement between Parties.

**(c)** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**(d)** Notwithstanding any provision of this Agreement to the contrary, all obligations of the City under this Agreement are subject to annual appropriation of funds by the City's governing body in accordance with K.S.A. 10-1116, as amended. In the event funds are not appropriated for any renewal term, this Agreement shall terminate automatically without penalty or further obligation of the City.

## **ARTICLE V. DUAL INDEMNIFICATION**

**SECTION V-1.** To the extent allowed under applicable laws, and solely with respect to acts undertaken on behalf of the respective City, each City shall defend, save harmless and indemnify the CCO against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of his or her duties as CCO, even if said claim has been made following his or her termination from employment, provided that the CCO acted with the scope of his or her duties. The respective City shall pay the amount of any settlement or judgment rendered thereon, again only for acts undertaken on behalf of the respective City and within the scope of employment. The City may

compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the CCO.

The City shall reimburse the CCO for any attorneys' fees and costs incurred by the CCO in connection with such claims or suits involving the CCO in his or her professional capacity for acts undertaken on behalf of the respective City.

This indemnification shall also apply to the CCO after the cessation of this agreement and/or any amendment(s) and this section shall survive the termination of this Agreement.

## **ARTICLE VI. INSURANCE**

**SECTION VI-1.** Section 6-1. PCC will carry insurance coverage during the term of this Agreement and any renewals thereof in the amounts and manner provided as follows:

**SECTION VI-2. Commercial General Liability.** Covering premises – operations, hazards, product/completed operations, broad form property damage and contractual liability with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 Each Occurrence
	\$1,000,000 Annual Aggregate

Property Damage Liability	\$1,000,000 Each Occurrence
	\$1,000,000 Annual Aggregate

Or

Bodily Injury and Property Damage Liability (combined single limit)	\$1,000,000 Each Occurrence
	\$1,000,000 Annual Aggregate

**SECTION VI-3. Comprehensive Automobile Liability.** All owned, non-owned, and hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 Each Occurrence
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Property Damage Liability	\$1,000,000 Annual Aggregate
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Or

Bodily Injury and Property Damage Liability (combined single limit)	\$1,000,000 Each Occurrence
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**SECTION VI-4. Professional Liability** \$1,000,000 Each Claim  
\$1,000,000 Annual Aggregate

The City shall be added as an additional insured on the Commercial General Liability, Comprehensive Auto Liability and Professional Liability policies. The Commercial General Liability, Comprehensive Auto Liability and Professional Liability policies shall also provide coverage for PCC's contractual obligations created pursuant to this Agreement. Coverage shall be the greater of the requirements stated herein or PCC's existing policies.

A Certificate of Insurance must be submitted to the City within ten (10) days after execution of this Agreement.

The City shall reimburse the CCO for any attorneys' fees and costs incurred by the CCO in connection with such claims or suits involving the CCO in his or her professional capacity for acts undertaken on behalf of the respective City.

The City will reimburse PCC for the cost of insurance required herein up to a maximum amount of \$25 per month. The parties recognize the cost of insurance will fluctuate from time to time. At least annually, the parties will confer and negotiate in good faith on an updated reimbursement rate to reflect any changes (up or down) in PCC's actual cost of insurance required herein. This amount is separate and distinct from the monthly compensation of \$3,500 and the potential postage reimbursement.

**PROFESSIONAL CODE COMPLIANCE  
LLC,**

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Member

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Date

**CITY OF MULVANE, KANSAS**  
Acting by and through its governing body:

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Mayor

---

Date

Attest as to Signature:

---

City Clerk

---

Date

**City Council Meeting  
February 18, 2026**

**To:** Mayor & City Council

**From:** Austin St. John, City Administrator

**Re:** Proposed Phone System Upgrade – Provider Selection

**Action:** Approve agreements with Twin Valley Communications, Inc. for Citywide Hosted Phone System

**Background:**

City staff evaluated the City's current phone system and telecommunications providers to address aging equipment, improve reliability, and streamline communications. The City currently utilizes three separate providers, resulting in multiple invoices, inconsistent service levels, and increased administrative oversight.

To modernize operations and improve efficiency, the City requested proposals for a unified hosted Voice over Internet Protocol (VoIP) phone system capable of serving all City facilities under a single platform.

**Analysis:**

Proposals were evaluated using a weighted scoring system considering system capability, cost, municipal experience, and implementation timeline. Based on the evaluation summarized in the scoring matrix, Twin Valley received the highest overall rating and provided the best overall value to the City.

Twin Valley's hosted voice solution includes:

- Hosted phone system with PBX and unified communications features
- On-site installation, configuration, and staff training
- Desktop and mobile softphone applications
- Ongoing system maintenance, software updates, and support
- Porting of existing phone numbers and unlimited long-distance minutes
- Local customer service support and municipal references
- Approximately 60 phone sets across multiple City facilities

The proposal allows the City to consolidate three separate providers into one telecommunications provider, improving system reliability, simplifying management, and reducing administrative burden.

## **Financial Considerations:**

Twin Valley's proposal includes a **monthly recurring cost of approximately \$1,219.40**, or approximately **\$14,632.80 annually**, for hosted voice services, equipment support, and ongoing maintenance.

The agreement includes:

- Configuration, installation, and initial training at no additional charge
- Equipment ownership by the City upon installation
- Full warranty and ongoing support during the contract term
- Unlimited continental U.S. long-distance calling
- Predictable recurring monthly expenses

Based on current telecommunications expenditures, the City is projected to save approximately **\$10,000 annually** while consolidating billing under one provider instead of three separate vendors.

## **Legal Considerations:**

The Master Client Agreement and associated service agreements have been reviewed by the City Attorney.

## **Recommendation:**

Staff recommends approval of the Master Client Agreement and associated service agreements with Twin Valley Communications, Inc. for a citywide hosted phone system. The proposal received the highest evaluation score, consolidates telecommunications services under a single provider, modernizes the City's communications infrastructure, and is projected to reduce annual operating costs by approximately \$10,000.

### **Suggested Motions:**

**Motion to approve the Master Client Agreement with Twin Valley Communications, Inc.**

**Motion to approve an agreement with Twin Valley Communications, Inc. for the City's hosted phone system upgrade and telecommunications services.**

Criterion	Ability to serve all		Experience with		Implementation Timeline	Total
	City locations under one hosted system	Cost of Proposal	municipal/government	VoIP systems		
Weight %	45	45	5	5	5	100
All Covered	3.888	2.932	2.8	3	67.18	
Allegiant	4.488	2.2	4.2	3.6	67.992	
Call Tower	3.778	1.266	1.6	2.4	49.396	
Cox	4.088	2.534	4	2.6	66.198	
PEC	3.888	2.288	2.2	2.8	60.584	
T-Mobile	3.488	2.066	2.6	2.4	54.986	
Twin Valley	4.4	3.378	4	4.6	78.602	
Verge	4.288	2.712	2	3.6	68.6	
Ideatek	3.488	3.444	1	1	64.388	



# TWIN VALLEY

## MASTER CLIENT AGREEMENT

**CLIENT** City of Mulvane, Kansas

Address: 211 N 2nd Ave

City: Mulvane State: KS Zip: 67110

Contact Name: Austin St.John Title: City Administrator

Telephone: \_\_\_\_\_ E-mail: astjohn@mulvane.us

Entity type:

Individual/sole proprietorship  Corporation  Limited Liability Company  Partnership  
 Other: KS Municipal Corporation

### AGREEMENT:

The client identified above ("Client") agrees to engage Twin Valley Communications, Inc., a Kansas Corporation ("TVC") to furnish specific Products, Software and/or Services as identified in particular Service Schedules and Statements of Work executed between the parties pursuant to the Standard Terms and Conditions attached hereto. This Master Client Agreement, including any Service Schedules and Statements of Work executed hereunder or attached hereto (collectively, the "Agreement"), constitutes the entire agreement between Client and TVC relating to the particular Service Schedules and Statements of Work, and replaces all prior oral or written communications between the parties.

### SIGNATURES:

*By signing below, the undersigned certify that they have read and understand, and agree to be legally bound by, the terms and conditions of this Agreement, including the terms and conditions contained in any Service Schedules and Statements of Work.*

#### CLIENT NAME

By: \_\_\_\_\_  
 (Authorized Signature)

Name: Austin St.John  
 (Print)

Title: City Administrator

Date: \_\_\_\_\_

#### TWIN VALLEY COMMUNICATIONS, INC.

By: \_\_\_\_\_  
 (Authorized Signature)

Name: \_\_\_\_\_  
 (Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**MASTER CLIENT AGREEMENT  
STANDARD TERMS AND CONDITIONS**

**Section 1. DEFINITIONS.**

**“TVC Equipment”** means any equipment, hardware or other property (including, without limitation, wires, lines, circuits, ports, routers, switches, channel service units, cabinets, racks, and private rooms) used by TVC to provide Services to Client.

**“Products”** means the hardware and equipment (excluding TVC Equipment) to be procured by TVC for Client as identified in a Service Schedule or Statement of Work, if any.

**“Services”** means those services to be provided by TVC as identified in a Service Schedule or Statement of Work.

**“Software”** means the software developed and licensed by third parties to be procured by TVC for Client as identified in a Service Schedule or Statement of Work, if any, and including all documentation related thereto and any updates, upgrades, patches, bug fixes and other modifications thereto.

**“Service Schedule or Statement of Work”** means each written Service Schedule or Statement of Work executed by the parties during the term of this Agreement whereby TVC agrees to provide Products, Software and/or Services to Client. Service Schedules and Statements of Work shall be subject to the terms and conditions set forth in this Agreement.

**Section 2. SERVICE SCHEDULES AND STATEMENTS OF WORK.**

**2.1 Engagement.** Client engages TVC to perform the Services and provide the Products and the Software as set forth in any Service Schedules and Statements of Work, in accordance with the terms and conditions of this Agreement.

**2.2 Order of Precedence.** In the event any provisions contained in a Service Schedule or Statement of Work expressly conflict with any terms, conditions or clauses contained in this Agreement, such conflict shall be resolved in accordance with the following order of precedence: (a) Section 7 of this Agreement; (b) the Statement of Work; and (c) this Agreement. In the event that TVC permits a Client to use its own standard purchase order form to order a Service, the parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Client, and any different or additional terms contained in such purchase order shall have no force or effect.

**2.3 Independent Contractor.** TVC is an independent contractor and nothing in this Agreement shall operate to create any employment or other relationship between TVC and Client. As an independent contractor, TVC shall have the right to determine the method, details and means of performing the Services. Unless otherwise noted in a Service Schedule or Statement of Work, TVC may perform the Services for Client at: (i) TVC’s premises, (ii) Client’s premises or (iii) any other location as mutually agreed by the parties. In addition, Client understands that certain Services may be provided remotely, and Client hereby authorizes TVC to perform such remote services set forth in any Service Schedule or Statement of Work. It is within TVC’s sole discretion as to whether to provide Services to Client remotely or on-site. TVC shall have the sole right to designate the appropriate personnel necessary to accomplish the Services to be performed under a Service Schedule or Statement of Work. TVC reserves the right to substitute personnel for any reason in its discretion, provided that, the rates, if any, charged for the substituted personnel may not exceed the rates agreed to in the applicable Service Schedule or Statement of Work.

**2.4 Service Schedule or Statement of Work Changes.** Client may from time to time make changes in scope from those set forth in a Service Schedule or Statement of Work. Variations to scope, to the Products, Software and/or Services or to the specifications or delivery dates thereof may incur additional costs. Such changes must be in writing and accepted by both parties to be effective; provided that, TVC, at its sole discretion, may accept the verbal instruction of Client or its representatives to make such variations. If any such change causes an increase or decrease in the estimated charges or causes a schedule change from that originally agreed upon, TVC will provide written notice to Client of the change in charges or scheduling. A new Service Schedule or Statement of Work or modification, acceptable to both parties, reflecting the changes will be promptly initiated and executed by the Parties.

**2.5 Client Obligations.** Client shall perform those obligations (“**Client Obligations**”) set forth in this Agreement and any Service Schedule or Statement of Work in a timely manner. Unless otherwise provided in a Service Schedule or Statement of Work, Client shall be solely responsible for providing, maintaining and ensuring the compatibility of any hardware, software, electrical, telecommunications, network or other physical, technical or services requirements necessary for Client, its customers or any third parties to utilize any Products, Software and/or Services.



**2.6 Delivery and Acceptance.** TVC will use commercially reasonable efforts to perform the Services and/or deliver the Products or Software by the dates set forth in the applicable Service Schedule or Statement of Work, if any. In the event Client fails to meet a Client Obligation by the date set forth in this Agreement or the applicable Service Schedule or Statement of Work, the delivery dates set forth in the applicable Service Schedule or Statement of Work impacted by such failure, in TVC's sole discretion, shall be automatically extended to the extent of Client's failure. Client shall provide for a period of time after delivery of the Products, Software and/or Services as set forth in the applicable Service Schedule or Statement of Work for validation and acceptance testing before use of the same in its operations. Unless otherwise provided in a Service Schedule or Statement of Work, Client shall accept or reject the Products, Software and/or Services within seven (7) days after delivery to Client or notification is provided to Client. Client shall be deemed to have accepted the Products, Software and/or Services immediately upon Client's use of the same in its operations. The parties agree that the title for all Products shall transfer upon final payment of the purchase price, fees and expenses due TVC by Client. The risk of loss for all Products shall transfer to Client upon delivery of the Products to the location indicated in the applicable Service Schedule or Statement of Work. If no location is indicated, risk of loss transfers to Client upon delivery to Client's place of business.

**2.7 Access Provided by Client.** Client shall provide TVC access to and permission to use all Client information, materials, internal resources, facilities and personnel as necessary to complete any and all Services set forth in a Service Schedule or Statement of Work.

**2.8 Data Loss.** TVC shall not be liable for any loss of data and shall not be responsible for restoring any lost data or software except as agreed to in a Service Schedule or Statement of Work. Unless TVC has expressly agreed to responsibility for backing-up or replicating Client's systems in a Service Schedule or Statement of Work, Client is responsible for backing up its systems and restoring any lost software or data.

**2.9 Contents of Communications.** TVC does not undertake any duty to monitor or exert editorial control over, and shall have no liability or responsibility for, the content of any communications transmitted by or to Client via the Services or TVC Equipment, or for any data, content or information exchanged by Client via the Services or TVC Equipment. Client assumes sole responsibility for such communications and their underlying data, content and information and for ensuring its compliance with all applicable laws and third party rights. TVC reserves the right to remove from the Services or TVC Equipment any communications and their underlying data, content and information which comes to the attention of TVC and that may violate or infringe any law or third party rights or that may expose TVC to civil or criminal liability or public ridicule.

**2.10 Usernames and Passwords.** Client assumes sole responsibility to ensure that all user I.D., login and password information used in connection with Client's access to the Services remains confidential. Client shall restrict access to the Services to its authorized employees. Client shall immediately notify TVC if it becomes aware of any disclosure to, or use of, login information by anyone other than Client's authorized employees as set forth above. Client is solely responsible for all use of the Services from its locations and all use by its employees.

**2.11 TVC Equipment.** In the event Client engages TVC to perform Services using TVC Equipment, Client acknowledges that it has selected TVC Equipment sufficient for its business needs. If Client elects to utilize TVC Equipment, TVC shall provide access to and use of TVC Equipment as set forth in a Service Schedule or Statement of Work. In the event Client elects to use Client's own equipment or to use Products or Software purchased or leased from TVC, Client acknowledges that TVC has not selected such equipment and bears no responsibility for the operation thereof unless otherwise agreed in a Service Schedule or Statement of Work. In the event TVC Equipment is located at Client's premises, Client shall be responsible for keeping the TVC Equipment in good working condition in a proper environment for such equipment and will under no circumstances alter, modify, sublet, rent, dispose of, relocate or move the TVC Equipment without the prior written approval of TVC. TVC may inspect any TVC Equipment located on Client's premises upon twenty-four (24) hours prior notice. TVC Equipment shall always remain the personal property of TVC. Client shall have no right, title or interest in or to the TVC Equipment except as provided in this Agreement, and Client shall hold the TVC Equipment subject and subordinate to the rights of TVC. Client will not remove, alter or destroy any labels on the TVC Equipment. Client will insure at its own expense any TVC Equipment located at its premises at all times and against all hazards. Client shall keep any TVC Equipment free from all liens, levies and encumbrances.

### **Section 3. FEES, EXPENSES & PAYMENT.**

**3.1 Fees.** The purchase price and/or fees for all Products, Software and/or Services shall be as set forth in the applicable Service Schedule or Statement of Work. Any additional fees for services not contemplated or outside the scope of this Agreement or any Service Schedule or Statement of Work shall be at TVC's then-current rates for such services. Except as otherwise set forth in a Service Schedule or Statement of Work, TVC reserves the right to increase its standard rates on an



annual basis during the term of this Agreement.

**3.2 Reimbursement of Expenses.** Unless otherwise noted in a Service Schedule or Statement of Work, Client shall be obligated to reimburse TVC for all reasonable, out-of-pocket expenses incurred by TVC in performing its obligations hereunder.

**3.3 Taxes.** Fees are exclusive of any and all sales, use, value added, excise, transfer, privilege and other taxes or duties, whether international, national, state or local, however designated or assessed with respect to the Products, Software and/or Services provided under this Agreement, excluding income taxes on TVC's profits.

**3.4 Invoices.** Unless otherwise noted in a Service Schedule or Statement of Work, TVC shall issue invoices monthly or upon completion or delivery of the Products, Software and/or Services rendered if completed in less than one month. Invoices will list all expenses, charges, costs, Services descriptions and all state, federal, sales or other applicable taxes.

**3.5 Payments and Late Payment Charge.** Unless otherwise noted in a Service Schedule or Statement of Work, all invoices shall be paid within fifteen (15) days of invoice receipt. Client shall pay a late charge of three percent (3%) per month, or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payments are in arrears. TVC shall be entitled to any reasonable expenses incurred in collecting any amounts due pursuant to this Agreement or in addressing any violations by Client of the terms and conditions of this Agreement, including, without limitation, reasonable attorneys' fees.

#### **Section 4. SOFTWARE.**

Software provided to Client by TVC may be subject to separate license agreements. Client warrants that it (i) has paid all applicable license fees, (ii) has remitted to TVC such fees for payment on Client's behalf, or (iii) will remit such fees to TVC for payment on Client's behalf. Client must notify TVC and pay any applicable additional license fees before exceeding any permitted capacity under such licenses. Client understands that it is Client's responsibility to comply with any applicable licenses governing Client's use of the Software, and Client agrees to indemnify and hold harmless TVC for any violations by Client of such licenses. In the event that TVC provides Client with Software that requires acceptance of a separate license agreement in order to complete installation, and in the event that TVC installs such Software for Client pursuant to a Service Schedule or Statement of Work, Client expressly authorizes TVC to accept the terms of such license agreement on Client's behalf during installation.

#### **Section 5. TERM; TERMINATION.**

**5.1 Term.** This Agreement will begin on the Effective Date (as set forth on the cover of this Agreement) and shall continue until the earlier of: (i) termination, with 60 days' notice, in writing, by either party and completion of all Services to be performed under all outstanding Service Schedules and Statements of Work; or (ii) termination pursuant to Section 5.2 or 5.3.

**5.2 Termination upon Breach.** Either party may terminate this Agreement immediately upon written notice to the other party, in the event that the other party: (i) violates any provision of this Agreement and fails to cure such violation within thirty (30) days after receiving written notice of such violation, (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes an assignment for the benefit of creditors or admits in writing its inability to pay debts when due, or (iii) dissolves or otherwise ceases operation of its business.

**5.3 Termination by TVC.** Notwithstanding Section 5.2, TVC may terminate or suspend its performance of this Agreement and/or any accepted but uncompleted Service Schedules and Statements of Work at any time upon written notice to Client if Client fails to make any payment when due and such failure continues for fourteen (14) days after written notice from TVC.

**5.4 Rights and Remedies upon Termination.** In the event this Agreement expires pursuant to Section 5.1 or either party terminates the Agreement pursuant to Sections 5.2 or 5.3, TVC shall be entitled to receive payment for any Products and/or Software delivered, Services performed, and expenses incurred through the effective date of termination. In addition, if TVC terminates this Agreement for client's breach pursuant to Sections 5.2 or 5.3, TVC will suffer damages that will be difficult to ascertain. TVC shall be entitled to all remaining amounts due and owing under all uncompleted Service Schedules and Statements of Work to compensate TVC for lost opportunities, in addition to any amounts already received or owed to TVC for Services previously performed or expenses previously incurred, as liquidated damages and not a penalty, in addition to all other rights and remedies available to TVC in law and in equity which may be granted by a court of competent jurisdiction. Upon termination of this Agreement, Client shall immediately return to TVC, or permit TVC to enter Client's premises and remove, in TVC's discretion, any TVC Equipment in its possession, in the same condition as when received, ordinary wear and tear excepted. Client shall be responsible for reimbursing TVC for the reasonable costs of repair or replacement, at TVC's discretion,



of any TVC Equipment not returned in accordance with this Section.

#### **Section 6. CONFIDENTIALITY & OWNERSHIP.**

**6.1 Confidentiality.** Either party (the “**Disclosing Party**”) may from time to time disclose Confidential Information (as defined below) to the other party (the “**Recipient**”). As used herein, “**Confidential Information**” shall mean: (i) all nonpublic information concerning the business, technology, products, services and strategies of the Disclosing Party, intellectual property, concepts, methodologies, inventions, developments or procedures provided by TVC to Client, (ii) all such information clearly labeled by the Disclosing Party in writing as “confidential” prior to its disclosure, and (iii) all such information that, by its nature, a reasonable party would consider to be confidential or proprietary. Recipient shall keep in confidence and trust and will not disclose, disseminate or use, or permit any employee, agent or other person working under Recipient’s direction to disclose, disseminate or use, the existence, source, content or substance of any Confidential Information to any other person or for any purpose other than those set forth in this Agreement. The following information will not be considered Confidential Information: (a) information which was in the public domain prior to its disclosure; (b) information which becomes part of the public domain by any means other than through violation of this Agreement; (c) information which was known to the Recipient prior to disclosure as evidenced by written records existing prior to such disclosure; (d) information independently developed by a party without reference to the Disclosing Party’s Confidential Information; or (e) information produced in compliance with any court or administrative order; provided, however, that the Recipient gives the Disclosing Party reasonable notice that such Confidential Information is being sought by a third party, so as to afford the Disclosing Party the opportunity to limit or prevent such disclosure.

**6.2 Personally Identifiable Information.** TVC acknowledges that in the course of providing Services under this Agreement, TVC may receive or have access to confidential and nonpublic personally identifiable information (“**PII**”) about Client’s customers. In recognition of the foregoing, TVC agrees that it will keep and maintain all PII that it receives or has access to in strict confidence, using commercially reasonable efforts to maintain the security of such information and to avoid unauthorized access to or use, disclosure, destruction, or modification of PII that could result in substantial harm to Client or its customers from any reasonably anticipated threats or hazards. TVC shall notify Client within five (5) days (as allowed by law) after learning that unauthorized access to, disclosure of, or breach in the security of PII may have occurred or been attempted (a “**Security Incident**”), and shall use commercially reasonable efforts to prevent a recurrence of any such Security Incident.

**6.3 Ownership of Work Product.** Unless otherwise set forth in a Service Schedule or Statement of Work and upon payment in full by Client to TVC of all fees and expenses due under the applicable Service Schedule or Statement of Work, all Work Product (defined below) related to a particular Service Schedule or Statement of Work shall be considered work(s) made for hire by TVC for Client and shall belong exclusively to Client. Unless otherwise set forth in a Service Schedule or Statement of Work, if by operation of law any Work Product related to a particular Service Schedule or Statement of Work is not owned in its entirety by Client immediately upon creation thereof, then upon payment in full by Client to TVC of all fees and expenses due under the applicable Service Schedule or Statement of Work, TVC agrees to assign, and hereby assigns, to Client the ownership of such Work Product, including all related intellectual property rights and goodwill associated therewith. As used herein, “**Work Product**” shall mean all forms, publications, data, documentation, instructions, software, original works of authorship, trade secrets, concepts, ideas, specifications, know-how, methods, methodologies, processes, formulae, and proprietary, intellectual or similar intangible rights or information of any kind or nature delivered by TVC to Client as a result of any engagement pursuant to a properly executed Service Schedule or Statement of Work. Notwithstanding the foregoing, Work Product shall not include any documentation or any software, tools, libraries, ideas, concepts, modules, algorithms, techniques, methods, methodologies, processes, know-how, original works of authorship and proprietary, intellectual or similar intangible rights or information of any kind or nature conceived, developed and reduced to practice by TVC as a utility routine, generalized interface or otherwise not specifically for Client, including any and all intellectual property rights and goodwill associated therewith (collectively, the “**TVC Materials**”), to which TVC hereby reserves all ownership rights. Conditioned upon payment in full of all fees and expenses due under the applicable Service Schedule or Statement of Work, TVC grants to Client a non-exclusive, non-transferable, perpetual limited license to use the TVC Materials solely in conjunction with the Work Product and solely for Client’s internal purposes. Under no circumstances may Client modify, decompile, reverse compile, disassemble or reverse engineer the TVC Materials, aid or abet any other person or entity in doing so, or remove any proprietary notices placed on the TVC Materials.

**6.4 Employee Solicitation.** Client acknowledges that TVC’s business is dependent upon being able to attract and keep qualified persons and adequately utilize its employees and independent contractors. Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, solicit, participate in or promote the solicitation of TVC’s employees to leave the employ of TVC, or hire or retain as a direct employee or as an independent contractor TVC employees or independent contractors, during the period such person is performing services for TVC and for one (1) year immediately following the period for which such



person last performed services for TVC. In the event that Client violates this section, Client shall immediately pay to TVC an amount equal to 75% of the total first year compensation paid to such personnel as a fee for the additional benefit obtained in violation hereof. The parties agree that, given the scarcity of qualified technical personnel in the labor market, and given the high cost of training replacement personnel, such amount represents a reasonable estimate of the minimum damages that are likely to accrue to TVC in the event of a violation of this section. Such amount shall be in addition to, and not in lieu of, any other damages that TVC may be able to demonstrate.

#### **Section 7. WARRANTY DISCLAIMER; LIMITATION ON LIABILITY & INDEMNITY.**

**7.1 Warranty Pass-Through; Disclaimer.** Products and Software may be covered by the respective Product manufacturers' or Software distributors' warranties, and TVC makes no warranties regarding said Products or Software. Any such third party warranties pass through to Client in accordance with such warranties. TVC will provide reasonable assistance if Client requests warranty assistance. **TVC MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY PRODUCTS OR SOFTWARE. ANY PRODUCTS OR SOFTWARE ARE EXPRESSLY PROVIDED "AS IS."**

**7.2 Installation Warranty.** Installation labor performed by TVC is warranted for ninety (90) days from the date installation is completed, and repair labor is warranted for thirty (30) days from the date repair is completed. TVC warrants that all such labor will be performed in a professional, workmanlike manner. This limited warranty does not apply to problems that arise from: (i) accident or abuse, (ii) interoperation with other products, equipment or software not supplied by TVC, (iii) improper installation or modification by anyone other than TVC, (iv) software configurations and virus detection/removal, or (v) use in an environment or in a manner or for a purpose for which the Product(s) or Software were not designed. TVC's entire liability and Client's exclusive remedies under the limited warranties described in this Section shall be for TVC to, at its option, (a) use commercially reasonable efforts to remedy such defects or failure to perform, or (b) refund fees paid for labor.

**7.3 Services Warranty.** TVC warrants that it will perform the Services in a professional, workmanlike manner in conformance with industry standard procedures.

**7.4 Disclaimer.** **WITH THE EXCEPTION OF THE FOREGOING LIMITED WARRANTIES AND ANY WARRANTIES EXPRESSLY STATED IN A SERVICE SCHEDULE OR STATEMENT OF WORK, TVC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND RELATING TO THE SERVICES, WORK PRODUCT, PRODUCTS AND SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE AND NON-INFRINGEMENT.** WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, **TVC MAKES NO WARRANTY THAT THE SERVICES, WORK PRODUCT, PRODUCTS AND SOFTWARE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, OR THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING WILL BE SATISFACTORY, ACCURATE OR RELIABLE.**

**7.5 Limitation on Liability.** IN NO EVENT SHALL TVC BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR NON-CONTRACTUAL DAMAGES, INTERRUPTION OF OR LOSS OF BUSINESS, LOSS OF DATA, REFUNDS OF ANY KIND, LOSS OF INCOME, LOST PROFITS, OR COSTS OF REPLACEMENT SERVICES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY SERVICE SCHEDULE OR STATEMENT OF WORK, EVEN IF TVC HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. TVC'S TOTAL LIABILITY, IF ANY, TO CLIENT OR ANY THIRD PARTY SHALL NOT EXCEED THE TOTAL FEES PAID TO TVC UNDER THE RELEVANT SERVICE SCHEDULE OR STATEMENT OF WORK GIVING RISE TO THE CLAIM.

**7.6 Client Indemnity.** To the extent allowed by law, Client agrees to indemnify, defend and hold TVC and its directors, officers, employees, members, agents, parents, subsidiaries and affiliated companies harmless from and against all claims, actions, liabilities, losses, expenses, damages and costs (including reasonable attorneys' fees) ("Losses") that may at any time be incurred by such parties and that arise out of or relate to (i) any breach of Client's representations, warranties, covenants or obligations pursuant to this Agreement, or (ii) any negligence or willful misconduct of Client, its agents, employees or representatives, or (iii) TVC's reporting to and cooperation with the authorities pursuant to Section 8.12.

**7.7 TVC Indemnity.** TVC agrees to indemnify, defend, and hold Client and its directors, officers, and employees harmless from and against all Losses as a result of any third-party claim against Client (i) attributable to bodily injury, death, or property damage caused by the negligence or willful misconduct of TVC, its employees, agents, contractors, officers or directors; or (b) alleging that any intellectual property utilized by TVC in performing the services or licensed or otherwise offered to Client by TVC under this Agreement infringes upon, breaches or otherwise violates a third party patent, copyright, trademark or other intellectual property right enforceable in the United States. The limitations of liability set forth in Section 7 of this Agreement shall not apply to TVC's obligations to indemnify Client as set forth herein.



## **SECTION 8. GENERAL PROVISIONS.**

**8.1 Status; Due Authorization and Validity of Agreement.** Client hereby represents and warrants to TVC that it (i) is duly organized, validly existing and in good standing under the laws of its state of domicile; (ii) has the power and authority to execute and perform under this Agreement; and (iii) this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

**8.2 Binding Nature of Agreement; Assignment.** Except as otherwise provided herein, all the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Client may not assign or transfer its rights or obligations under or interest in this Agreement without the prior written consent of TVC. TVC may, in its sole discretion, assign this Agreement or subcontract its obligations under any Service Schedule or Statement of Work, provided that TVC will remain responsible for the completion of any Services.

**8.3 Severability; Survival.** If any term or provision of this Agreement is found to be invalid under any applicable statute or rule of law, then that provision notwithstanding, the terms and conditions of this Agreement will remain in full force and effect, and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of the unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Sections 2.8, 2.11, 3.5, 5.4, 6, 7 and 8 shall survive termination of this Agreement.

**8.4 No Third-Party Beneficiaries.** The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

**8.5 Publicity.** Client grants TVC the right to refer to the name and logo of Client, Client's product(s) and services and the business in which the product(s) and services are used for marketing purposes in TVC's client listings, on its web site, in a client profile, or in a press release, without the further consent of Client.

**8.6 Governing Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and shall be construed, interpreted and enforced in accordance with the laws of the State of Kansas, without reference to its internal principles of conflicts of law. The parties agree that the sole and exclusive jurisdiction and venue for any disputes arising hereunder shall be in any trial court located in Sedgwick County, Kansas. In the event of any litigation between the parties hereto arising from or related to a party's performance or breach of this Agreement, the prevailing party shall be entitled to and shall receive, in addition to any relief granted by a court of law, its reasonable attorneys' fees and other costs and expenses incurred in prosecuting or opposing the prosecution of such action.

**8.7 Notices; Counterparts.** All notices, demands or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, mailed via registered mail, postage prepaid, to the attention of the persons who executed this Agreement or transmitted via facsimile or other electronic means of communication (with satisfactory evidence of transmission). This Agreement and any Service Schedule or Statement of Work may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The parties agree that this Agreement and any Service Schedule or Statement of Work may be delivered by facsimile signature.

**8.8 Entire Agreement.** This Agreement, including any Service Schedules and Statements of Work executed between the parties, shall be the entire agreement among the parties with respect to the transactions contemplated among them and supersedes all previous negotiations, commitments and writings. No alteration, modification or change of this Agreement or any Service Schedule or Statement of Work shall be valid unless made in writing and executed by the parties hereto.

**8.9 No Waiver.** No failure or delay by any party hereto in exercising any right, power, or privilege hereunder (and no course of dealing between or among any of the parties) shall operate as a waiver of any right, power or privilege hereunder. No waiver of any default on any one occasion shall constitute a waiver of any subsequent or other default. No partial exercise of any right, power or privilege shall preclude the further or full exercise thereof.

**8.10 Force Majeure.** Each party to this Agreement shall be excused from any delay or failure in its performance hereunder, other than for payment of money, caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. Such party shall use its best efforts to cure any such failure or delay in performance arising from a force majeure condition, and shall timely advise the other party of such efforts.



**8.11 Insurance.** TVC agrees to obtain and maintain, at all time during the term of this Agreement, workers' compensation, employer liability and comprehensive general liability insurance to cover potential liability arising from the performance of Services by TVC hereunder.

**8.12 Reporting.** If, in the course of providing Services pursuant to this Agreement or any Service Schedule or Statement of Work, TVC personnel discover any videos, images, audio and/or visual recordings or other materials or content that in TVC's sole discretion constitute pornographic, obscene, sexually abusive, exploitive or similar content involving minors or children, TVC will immediately notify and turn such content over to the appropriate authorities and fully cooperate with any investigation conducted by such authorities. Upon any discovery of such content by TVC personnel, TVC may notify Client of such discovery so that Client may have the opportunity to participate in TVC's notification of the authorities; provided that, TVC reserves the right to contact the appropriate authorities directly and cooperate with such authorities without notification to or participation by Client if, in TVC's sole discretion, TVC determines that notifying Client or delaying notification to the authorities is contrary to law or may expose TVC to potential civil or criminal liability or public ridicule. Client acknowledges and agrees that any notification pursuant to this provision shall not violate any confidentiality or other contractual obligation pursuant to this Agreement, any Service Schedule or Statement of Work or any other agreement between TVC and Client.

**8.13 Cash Basis and Appropriation Laws.** Notwithstanding any provision of this Agreement or any Service Schedule or Statement of Work to the contrary, all obligations of the City of Mulvane, Kansas are subject to annual appropriation of funds by the City's governing body in accordance with the Kansas cash-basis law, K.S.A. 10-1116, as amended. Nothing in this Agreement or any Service Schedule or Statement of Work shall be deemed to obligate the City to expend funds beyond those appropriated for a given fiscal year. In the event sufficient funds are not appropriated for any subsequent fiscal year, the City may terminate this Agreement or any Service Schedule or Statement of Work, in whole or in part, without penalty, fee, liquidated damages, or further obligation, effective at the end of the fiscal year for which funds were last appropriated. Without limiting the foregoing, any provision of this Agreement or any Service Schedule or Statement of Work providing for early termination charges, liquidated damages, remaining-term payments, late charges, interest, collection costs, or attorneys' fees shall apply to the City only to the extent permitted by Kansas law and subject to annual appropriation.



## Hosted Voice Service Schedule

Pursuant to the Master Client Agreement previously or contemporaneously executed by City of Mulvane ("Client") and Twin Valley Communications, Inc. ("Twin Valley"), hereinafter the "Parties", Client wishes to obtain, and Twin Valley hereby agrees to provide to Client, the Products, Software and Services set forth herein (collectively hereinafter, "Hosted Voice" or simply the "Service") in accordance with the Master Client Agreement Standard Terms and Conditions ("Standard Terms and Conditions") and the additional terms and conditions set forth herein. Capitalized terms used and not defined herein shall have the meaning given in the Standard Terms and Conditions.

### TWIN VALLEY HOSTED VOICE

Twin Valley will provide and maintain a hosted voice/unified communications system to include:

- Phone Sets as listed in Hosted Voice Quote attached.
- Other Equipment as listed in Appendix A.
- Unified Communications features.
- Long Distance usage block of minutes as quoted with \$.03/minute for overage usage.
- Published Phone Numbers for local sites and Toll Free per Hosted Voice Quote attached.
- Porting of published phone numbers to Twin Valley per Hosted Voice Quote attached.
- Hosted Voice PC Desktop CommPortal client for each phone set.
- Accession Presence/Softphone desktop client as listed in Hosted Voice Quote attached.
- Accession Mobility application as listed in Hosted Voice Quote attached.
- Project Discovery, Site Survey and Internet Bandwidth Survey
- System Configuration
- On-Site Installation

### DEFINITIONS

1. ATA. ATA or the analog telephone adaptor is the hardware device that connects the conventional telephone to the Internet, provides the interface to convert the analog voice signals into IP packets, delivers dial tone and manages the call setup.
2. Bandwidth. Bandwidth is the volume of data that can be transmitted over a communication line in a fixed amount of time. It is expressed in bits per second (bps) or bytes per second for digital devices and in cycles per second, or Hertz (Hz) for analog devices. Twin Valley prefers dedicated bandwidth over a cable/DSL line. Twin Valley requires a minimum of 200kbps for each concurrent call from the Client bandwidth provided.
3. Client Premise Service Address. The physical address where Twin Valley is providing requested services.



4. **CPNI**. Client Proprietary Network Information. CPNI is the Client's calling details including quantity, configuration, type, destination and amount of Service usage by Client, and information contained in Client's bills.
5. **DID Numbers**. Direct Inward Dial Numbers (DIDs) are virtual phone numbers that allow you to route calls to your existing telephone lines. DIDs were developed to be able to assign certain employees a direct phone number without requiring multiple physical phone lines.
6. **E911**. E911 is the short form of the term Enhanced 911, and is used for providing emergency service on cellular and Internet voice calls.
7. **End Users**. Refers to any person authorized by the Client to utilize the outlined Twin Valley Service.
8. **Equipment**. Refers to all physical hardware/gear used or required to deliver Service.
9. **Internet**. The current-day public and global computer network or "information super-highway." The Internet is made up of millions upon millions of computers and subnetworks. The internet is the substrate and chief communications backbone for the World Wide Web (WWW), the "graphical interface" of the Internet.
10. **Internet Telephony**. Any means of transmitting the human voice (real time or close to real time) over the internet.
11. **IP Address**. An IP address, also known as Internet Protocol address, is the machine number used to identify all devices that are connected to the net. Each device has its own unique number which it uses to communicate. This number is fixed in the case of those computing devices that have a fixed IP address. The rest are allotted a dynamic IP address, which is valid for the period they are connected to the net. The numbers range from 0.0.0.0 to 255.255.255.255.
12. **IP Phone**. An IP phone is one that converts voice into digital packets and vice versa to make phone calls over Internet possible.
13. **QoS**. Quality of Service. Feature provided by carriers on dedicated lines to provide acceptable voice quality across IP networks.
14. **Porting Numbers**. The process of transferring your current phone numbers from your current provider it to another service provider. Porting authorization paperwork needs to be filed by customer in order for this process to be scheduled. Twin Valley provides and submits the appropriate forms to complete this process for our Clients.
15. **POTS**. Plain old telephone service. A single analog phone line and a single phone number typically used in residential locations and for fax or modem lines.
16. **PSTN**. Public Switched Telephone Network is the combination of local, long-distance, and international telephony carriers that make up the worldwide telephone network.
17. **Service**. Refers to the hosted voice services provided by Twin Valley to Client pursuant to this service schedule. The use of Service in this document is specific to the service outlined in this document. Use of the term Service in any other Twin Valley documentation in no way supersedes the definitions of Service outlined herein.



18. Soft Phone. IP telephony software client that lets users send and receive calls from non-dedicated hardware, such as a PC or Pocket PC device. It is typically used with a headset and microphone.
19. Software Client. The software installed on the end user's computing device (PC, tablet, cell phone, etc.) to make calls over the internet. Twin Valley provides both CommPortal desktop and Accession desktop and mobility clients for end user devices per the Hosted Voice Quote attached. Commonly referred to as "apps".
20. VoIP. Voice over IP. The process of making and receiving voice transmissions over any IP network. IP networks include the Internet, office LANs, and private data networks between corporate offices. The main advantage of VoIP is that users can connect from anywhere and make phone calls without incurring typical analog telephone charges, such as for long-distance calls.
21. VPN. Virtual Private Network. Links telephone systems and/or data networks together across the internet. A fast and secure way to transfer data between remote sites.

## PHONE NUMBERS

1. Local Phone Numbers. Twin Valley will port all published Client phone numbers to our service provider(s). Client will be required to authorize this number transfer by completing and signing a Letter of Authorization to port their numbers. Our Twin Valley provider will submit this LOA to your current provider to request a 'port date' the day of system cutover. The LOA is attached to this document.
2. Toll Free Phone Numbers. Twin Valley will port all Client toll free numbers to our service provider(s). Client will be required to authorize this number transfer by completing and signing a Letter of Authorization to port their toll-free numbers. Our Twin Valley provider will submit this LOA to your current provider to request a "port date" for the day of system installation and cutover. The LOA is attached to this document.

## PHONES & EQUIPMENT

1. Equipment. To provide the Services, Twin Valley may be required to install equipment at the Service Address, which equipment will be customer owned equipment at all times and will not be considered Twin Valley equipment. Twin Valley reserves the right to access Client's premises for the purpose of installing, maintaining, removing, replacing, or taking any other action in connection with the aforementioned equipment that is necessary to fulfill Twin Valley's obligations or protect Twin Valley's rights under the *Service Schedule*. Client agrees to comply with all instructions and requirements regarding the use and/or care of equipment, and to take reasonable measures to protect equipment at all times.
2. Phone Sets and Ancillaries. Twin Valley will provide phones as outlined in the Appendix document. Phones set models are selected by the Client and Client will remain the sole owner of phone sets.
3. Additional Equipment. If additional Equipment is provided to Client in support of the Hosted Voice Solution (routers, firewall, cameras, expansion modules, etc.) and



Equipment is installed by Twin Valley engineers, then said equipment will remain the property of Client. Client is responsible for equipment purchased and owned by them.

4. **PoE Switches.** Twin Valley Hosted Voice requires phones to be powered to operate. This is typically achieved by PoE switches. If the Twin Valley Hosted Voice Solution Quote does not include PoE switches the Client will be required to provide these switches with enough ports for the phones/devices.
5. **Maintenance.** Unless otherwise set forth herein, Client is responsible for all service and maintenance to ensure the adequate operation of Client's Equipment and Twin Valley's Equipment located at Client Premises expressly leased and/or rented to Client for Client's exclusive use. Client will refrain from using any equipment, tools, materials, apparatuses or methods that, in Twin Valley's sole judgement, might cause damage to the Twin Valley Equipment or interfere with the operation of the Equipment and/or installed desktop Software Clients. Twin Valley reserves the right, in its sole discretion, to take any action to prevent harm to the services, personnel or property of Twin Valley (and its affiliates, vendors or clients).
6. **Equipment Use.** Client has the right to use the equipment included for the intent of this Solution. Any customer modification of supplied hardware, either physically or by reconfiguration, that necessitates a service visit by Twin Valley personnel and/or contractors may result in a chargeable service call.
7. **Equipment Relocation.** If Client relocates equipment and experiences service interruptions, Twin Valley reserves the right to bill if service interruption is a result of the relocate. Client will notify Twin Valley of any and all equipment relocates to an off-site premise. Under no circumstances will Client remove any said equipment from the originally install Customer Premise without prior written consent of Twin Valley.
8. **Inspection/Access.** Twin Valley and its designees may inspect, observe and/or monitor Equipment/Phones and Client's use at any time, electronically or otherwise. Client will furnish Twin Valley with full access to all Equipment when requested.
9. **Phone/Equipment Issues.** Client shall contact the Twin Valley Support Center for any hardware issues to allow Twin Valley engineers to remotely test. If hardware is defective, Twin Valley will issue a programmed replacement unit shipped to the Client site address for instructed installation. The defective device will need to be returned to Twin Valley. If phone/hardware is not returned Client will be invoiced for the cost of the replacement unit(s).
10. **Equipment Replacement.** Client agrees to pay Twin Valley the replacement value of any equipment that is lost, stolen, or damaged while under Client's control if Twin Valley determines, in its sole discretion, that Client is directly or indirectly responsible for the equipment failure. Otherwise, Twin Valley will repair or replace, at no charge to Client, any equipment that does not perform as specified herein.
11. **Third Party Equipment.** Twin Valley will not be responsible for the installation, operation, maintenance, use or compatibility of third-party software, equipment or services not provided by Twin Valley, or any effect the foregoing has on the Hosted Voice Solution.



12. Equipment Return. Upon termination of this Service Schedule, Client retains ownership of all equipment/ancillaries/parts.

## SERVICE DELIVERY

1. General. It is the Clients responsibility to ensure that all devices at Client Premises are able to connect to Twin Valley Equipment and are configured properly. This includes, but is not limited to, Ethernet switches, Ethernet cabling, workstations, servers and operating systems.
2. Cabling. Each Phone requires an Ethernet cable from the PoE switch. There is a port on the back of the phone to take a second Ethernet cable from the phone to the PC for network access. Client will be responsible for providing and/or extending wiring from Client Premise internet demark to PoE switches to Twin Valley phone equipment. Twin Valley can provide cable installation for an additional charge.
3. Moves, Adds and Changes. Client has the ability to make changes via the Administrator Web Portal. Client Administrator can change user names, lines, phone assignments, hunt groups, pick up groups, paging groups and password resets. Users have the ability to direct their call patterns and manage contacts through the User CommPortal Client. Both Users and Administrators can request assistance from the Twin Valley Support Center by phone at **800.515.3311**. Any additions may be subject to additional charges for set up and equipment.
4. Service Upgrades & Modifications. Twin Valley may use other carrier networks and/or Equipment to provide Client with equivalent Service. Twin Valley reserves the right to replace Client Service with equivalent or upgraded Service/Equipment at any time during agreement duration. Twin Valley will make every effort to coordinate any such Service change with the Client prior to change date.

## E911 & DISCLOSURES

1. Power Outages/Interruptions. Client acknowledges that the Hosted Voice Service, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a network service interruption. Client also acknowledges that, in the event of a power outage at Client or any end user's facility, any back-up power supply provided may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Service will be available in all circumstances. Clients should secure an alternative method to access 911 services.
2. Client Location Address. The location and address associated with the Service will be the address identified on this Service Schedule or an applicable Service Order. Client may move Equipment from the location or address at which it was originally installed, or access the Service from a remote location, at Client's own risk. Twin Valley shall be responsible to provide only the address and location information of the original installation unless Client properly and completely updates the device information in the applicable e911 address table. If Client's network enables access to the Service from a remote location or moves any voice connectivity equipment



to an address different than that identified on this Service Schedule or a Service Order, calls from such modem or IAD to 911 will appear to 911 emergency service operators to be coming from the original address identified on the Service Schedule or Service Order and not the remote location or new address. Client consents to Twin Valley's disclosure of Client's name, address and or/telephone number in response to 911 and similar public safety requests and to the telephone companies serving those End Users to whom Client calls so that calls may be completed.

3. Client Acknowledgment. As required by 47 C.F.R. § 9.11(a)(5), and any future amendments or revisions thereto, Client acknowledges that it has been advised of the limitations associated with the Service, including those set forth in this section "E911 & Disclosures", and Client confirms such understanding by its execution of this Service Schedule. Stickers/labels describing limitations associated with the Service will be provided by ISG to the Client for attachment to phones.
4. Unavailability of Voice Services. Client agrees that Twin Valley will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Client- provided equipment, facilities or services; the use of third-party enterprise 911 solutions or Client's attempt to access the Voice Service from a remote location.
5. Alarm Services. Client must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of the Service. Client is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Client-provided equipment, facilities and systems that are connected to the Service operate properly. Client is solely responsible for any and all costs associated with this activity. Twin Valley's obligation is to provide the Service to the Client-accessible interface device or equipment installed by Twin Valley at the Twin Valley network demarcation point at the Client's Premises.
6. Limitations. The Twin Valley Hosted Voice Solution has the following Limitations:
  - a. Fax Service – currently the service does not allow for fax service over our network. Client will need to maintain POTS lines for faxing.
  - b. Modem Service – currently the service does not provide for modem lines over our network. Client will need to maintain POTS lines for modem needs.
  - c. Alarm & Elevator Service – currently the service does not provide for alarm/elevator lines over our network. Client will need to maintain separate alarm and elevator POTS lines for these services.

## GENERAL

1. Wiring Access. Client agrees to provide Twin Valley and its authorized agents with access to Client's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Service over existing wiring. Client hereby authorizes Twin Valley to



make any requests from Client's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that Twin Valley has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Service and all related equipment.

2. **CPNI Calling Details.** Information relating to Client calling details ("**Calling Details**"), including the quantity, configuration, type, destination and amount of Service usage by Client, and information contained in Client's bills (collectively, "**Client Proprietary Network Information**" or "**CPNI**"), that is obtained by Twin Valley pursuant to its provision of the Service will be protected by Twin Valley as described herein, in the Twin Valley Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Client's directory listing information, and (ii) aggregated and/or compiled information that does not contain Client- specific references, even if CPNI was used as a basis for such information.
3. **CPNI Usage.** Twin Valley may use and disclose CPNI when required by applicable law. Twin Valley may use CPNI and share CPNI with its partners and contractors without Client's consent: (i) to provide services and bills to Client; (ii) pursuant to applicable law; (iii) to protect the interests of Twin Valley, Client and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Twin Valley's network systems; and (v) to market additional Twin Valley services to Client that are of the same category as the services that Client purchases from Twin Valley. Client agrees that Twin Valley will not be liable for any losses or damages arising as a result of disclosure of CPNI.
4. **Call Details.** Client may obtain from Twin Valley Calling Details showing Client's outbound toll calls made within a trailing 90-day period. This information can be obtained by requesting such information in writing or by telephone call to Twin Valley. If Client has not been assigned a designated account representative, Twin Valley will respond to Client requests for Client Calling Details only in compliance with Twin Valley's then-current authentication requirements and applicable law. Such authentication requirements may require Client to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Twin Valley will provide the requested Calling Details by sending a printout or digital copy containing the requested information to the Client's account address of record or by making the document or information available to Client or Client's employee at a Twin Valley retail location upon presentation of a valid government-issued photo ID by Client. Twin Valley will notify Client of any requests to change account passwords, activate online account access and change Client's account address of record. Twin Valley may provide such notice by voicemail, by e-mail or by regular mail to Client's prior account address of record.
5. **Client Directory Listing.** In the event that a material error or omission in Client's directory listing information, regardless of form, is caused by Twin Valley, Client's sole and exclusive remedy shall be a partial service credit in an amount set by Twin Valley's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, Twin Valley shall have no other liability for any error or omission in any directory listing information.



6. **Non-Included Call Services.** The Twin Valley Hosted Voice Service is not a telecommunications service. The Service is subject to different regulatory treatment than telecommunications service. Events beyond Twin Valley's control may affect Client's services, such as power outages, fluctuations in the internet, and outages/issues with upstream backbone providers. The Voice Services do not support 0+ or operator assisted calling, including collect calls, third party billing calls, 900 or calling card calls. The Service may not support x11 services in all calling areas (211, 411, etc).
7. **Tariff.** If the Hosted Voice Services are or become subject to a tariff filed with any regulatory institution, the terms and conditions of such tariff, including rates, shall govern the Hosted Voice Services and will be added to the Client invoice. Tariff rates are subject to change with regulatory tariff updates at any time during this term.
8. **Security of Transmissions.** Twin Valley shall not be responsible for the security of communications or transmissions utilizing the Hosted Voice Services.
9. **Fee Increases.** Fees for the Hosted Voice Solution (the "Hosted Voice Solution Fees") are set forth below. Twin Valley reserves the right to increase the Hosted Voice Services Fees on an annual basis during the term of this *Client Service Schedule*; provided that, such increase shall not exceed five percent (5%) of the Hosted Voice Solution Fees for the immediately preceding year. Twin Valley shall provide to Client thirty (30) days' notice of any increase, either in writing or by electronic mail.
10. **Provisioning.** Twin Valley reserves the right to provision the Services via Twin Valley's choice of service provider and technology, and Twin Valley may, at its option and in its sole discretion, change the manner in which the Services are provisioned at any time without notice; provided, such change does not adversely affect the quality and/or functionality of the Services provided hereunder.
11. **Access.** Client agrees to provide all information, access, and support reasonably required for timely installation and proper use of Twin Valley Services and Equipment. Client further agrees to secure all necessary licenses, permits, and consents for installation of Services and Equipment at the Client Premise Service Address (s).
12. **Service Delivery Date.** The date that Twin Valley first makes the Services available to the Client Premise Service Address.
  - a. Internet – Twin Valley Service Delivery Date is typically preceded by carrier internet equipment installation if required, cross connects by the Local Exchange Carrier, and carrier testing prior to releasing the internet circuit to the customer for acceptance.
  - b. Twin Valley Equipment – Twin Valley Service Delivery Date will be scheduled with the Client during the Project Planning Phase of the Project. Unless otherwise provided herein, the anticipated Service Delivery Date is 30-60 business days from the signing of this Service Schedule contingent on any internet circuit installs; however, Client acknowledges and agrees that the Service Delivery Date is approximate and may be adjusted by Twin Valley. If the Service Address is not ready as a result of Client's act or omission, Twin Valley may store, at Client's expense, any equipment to be used in the delivery of the Service(s).



- c. Client Number Porting – the Twin Valley Service Delivery Date is contingent on the current Client phone service provider meeting the requested number port cutover dates upon submission of the LOA documents.
- 13. Acceptance. Client shall have seven (7) business days from the Service Delivery Date within which to conduct acceptance testing, at Client's sole cost and expense. Depending on the services contracted, customer will be responsible for any wiring installation, demarcation extensions, router/modem installation, and installation calls with internet carrier for cutover and turn up. The actual date of commencement of Service ("**Client Acceptance Date**") shall be the earlier of (a) the date upon which the Service is affirmatively accepted by Client, or (b) the date upon which the seven-day acceptance testing period ends, unless Client has provided Twin Valley with notice of rejection by contacting **Twin Valley Support Center at 800.515.3311** and opening a Trouble Ticket prior to the expiration of the acceptance testing period. If Client does provide Twin Valley with notice of rejection in accordance with this Section 13, Client shall have five (5) business days from the closure of the Trouble Ticket within which to conduct acceptance testing, at Client's sole cost and expense. If Client submits a second notice of rejection, Twin Valley shall have the right, at its option and in its sole discretion, to terminate the agreement with Client and Client will be responsible for the payment of early termination charges.
- 14. Pricing. Pricing detail for the Services is set forth below. Charges will begin to accrue upon the **Client Acceptance Date**. The charges for the Services are categorized as "Monthly Recurring Charges" or "Non-Recurring Charges." Twin Valley will invoice Client monthly for Recurring Charges, and Twin Valley will invoice Client for Non-Recurring Charges as they are incurred. Client's first invoice may include prorated charges. Promotional pricing and terms, or other pricing commitments contained in the *Service Schedule* will expire in accordance with the terms applicable to each promotion or commitment, without further notice to Client. Upon the expiration of any such promotion or commitment, prices may be revised in accordance with Twin Valley's then-current standard pricing.
- 15. Invoices. Invoices shall be issued monthly for services. In some instances, Twin Valley will invoice one month ahead of services. Invoices must be paid on time to avoid a late fee or termination of services. Early termination of services will incur delinquency fees. Late fees and interest will be charged according to the Twin Valley Master Client Agreement. Long distance overages will be charged in arrears as received from the Twin Valley long distance carrier. Late fees and interest will be charged according to the accompanying Twin Valley Master Client Agreement.
- 16. Invoice Disputes. To dispute the amount or accuracy of any invoice, Client must notify Twin Valley in writing no later than the due date of the invoice detailing the disputed charges. Twin Valley will not issue credits for any charges that are not disputed in writing by the due date of the first invoice containing the disputed charges. Notwithstanding any provision to the contrary herein contained, no payment due under this Service Schedule – whether disputed or undisputed – is subject to withholding, reduction, set-off or adjustment of any nature by Client.
- 17. Taxes. The pricing terms set forth in the *Service Schedule* do not include applicable federal, state and local taxes or regulatory fees, assessments, and surcharges (collectively, "**Taxes and Fees**"), and these Taxes and Fees are subject to change



without notice during the Term of the Service. Client is responsible for the payment of all such Taxes and Fees. Client is also responsible for any charges from third parties that arise when Client uses Client's phone number as a billing mechanism for third-party services (such as 900 or other information charges). Should Client request any third-party services, Client agrees that Twin Valley may release Client's name and billing information directly to that third party so that it can bill Client directly for those services.

18. **Applicable Laws.** Client agrees that Client and anyone using the Services will: (i) not resell or give away in part or as a whole, Services to any third party or use services to serve other Clients; (ii) comply with all federal, state, and local laws, rules, regulations, tariffs, and orders of courts of competent jurisdiction that apply to the Services in this *Service Schedule* ("Applicable Laws"), and if any conflict should arise between the terms of the *Service Schedule* and any Applicable Laws, Client acknowledges and agrees that the terms of the Applicable Laws shall control; (iii) be solely responsible to establish and maintain security measures (including, without limitation, codes, passwords or other features) necessary to restrict access to Client's computers, services or other equipment through the Services; (iv) be solely responsible for all fraudulent, unauthorized, illegal or improper use of the Services by persons accessing those Services through Client's facilities, equipment or Service Address; (v) authorize and identify to in writing at least one individual who is authorized to represent Client on any aspect of the Services and Client's account (including, all requests for moves, additions, deletions or changes to the Services); and (vi) notify Twin Valley immediately of any loss of service or other problems with any of the Services at **800.515.3311**.

## TERM & TERMINATION LIABILITY

1. **Initial Term:** The term will commence upon the **Client Acceptance Date** Services, as defined above, and will continue in effect for the Service Period specified in this *Service Schedule*, unless earlier terminated in accordance with the provisions of this Section and the **Twin Valley** Master Client Agreement. The Initial Term and any Renewal Term(s) may be referred to collectively as the "Term."
2. **Renewal Terms:** After the initial term expires, the Hosted Voice Solution will move to month-to-month billing status which may affect the monthly fees unless either party gives written notice to the other party of its intent not to renew this *Service Schedule* at least sixty (60) days prior to the end of the Initial Term or the then-applicable Renewal Term.
3. **Twin Valley Termination Fees.** Termination of services is outlined in the Twin Valley Master Client Agreement. Notwithstanding the foregoing and/or any provision to the contrary herein contained, Client shall pay the applicable charges for Services furnished plus applicable taxes and fees up to the effective date of such termination in the event of the termination of the Services for any reason. If Twin Valley terminates the Services for cause (i.e., pursuant to Sections above) or Client terminates the Services without cause (i.e., for any reason other than pursuant to Sections above), Client shall pay early termination charges. If termination is prior to



the Client Acceptance Date but after execution of the Service Agreement, early termination charges shall be those reasonable expenses incurred by Twin Valley through the date of termination as well as any Service Provider termination fees incurred. If termination is after the Client Acceptance Date, Client will pay an early termination charge equivalent to the Monthly Recurring Charges stated in the Service Schedule multiplied by the number of months remaining in the then-current Term. Twin Valley also reserves the right to include, in the termination charge amount, the total dollar value of any promotion or waiver that was granted to Client. Should Client terminate any portion of the Services in Service Schedule, Twin Valley will assess an early termination charge equivalent to the Monthly Recurring Charges for the terminated Service(s) multiplied by the number of months remaining in the then-current Term. Client acknowledges and agrees that Twin Valley's damages would be difficult to ascertain in the event of early termination, and that the foregoing early termination charges constitute liquidated damages as opposed to a penalty.

#### ADDITIONAL SERVICES TERMS AND CONDITIONS

1. Credit Application. Twin Valley may require completion of a credit application for new Clients.
2. No Lease. This Service Schedule is a service agreement and is not intended to and will not constitute a lease for any real or personal property
3. Headings. The captions and headings of this Service Schedule are included for ease of reference only and will be disregarded in interpreting or construing this Service Schedule.

*This Service Schedule is governed in accordance with the terms and conditions of the Service Schedule, and all attachments, executed by the parties.*

#### CLIENT

By:

(Authorized Signature)

Name: Austin St. John

(Print)

Title: City Administrator

Date:

#### TWIN VALLEY COMMUNICATIONS, INC.

By:

(Authorized Signature)

Name:

(Print)

Title:

Date:



## Appendix A

Service Address, Services, Equipment, Service Period, Installation Fees

Service Address: 211 N 2nd Ave, Mulvane KS 67110

QTY	DESCRIPTION	TERM	UNIT MO RECURRING FEE	TOTAL MO FEE
<b>60</b>	<b>Business Class Hosted Voice Solution with PBX Features</b>	<b>60 mo</b>	<b>\$17.99</b>	<b>\$1079.40</b>
52 3	Yealink T54W Desk Sets Yealink W60P Cordless Unit w/Base		Included	
3	Dispatch T54W Desk Sets with 3 Electronic Expansion Modules enabling 209 DSS		Included	
2	Wireless Conference Set (CH & PD)		Included	
<b>5</b>	<b>ATA for devices requiring analog service such as alarms/fax</b>		<b>\$10.00</b>	<b>\$50.00</b>
<b>6</b>	<b>EFax per user</b>		<b>\$15.00</b>	<b>\$90.00</b>
TBD	Local Numbers Ported - up to 50		Included	
Unlimited	Long Distance Minutes (continental US)		Included	
1	Admin Web Portal		Included	
	Configuration & On-Site Installation		Included	
	Initial User and Administrator Training		Included	
	System Maintenance and Software Updates		Included	
	Ongoing Support		Included	
<b>-</b>	<b>Locations/Set Count - Attachment A</b>			
			<b>Subtotal:</b>	<b>\$1219.40</b>

Twin Valley Support, M-F excluding holidays. Toll Free 800.515.3311

- Full Warranty on Equipment and Service for life of contract (If a phone fails or is no longer supported, we replace it)
- Typical 30-day installation timeline - flexibility to work with each department as needed
- Scalability - add sets at the agreed contract per set rate without extending the term of your contract



## **Additional Details:**

Site visits completed on 12/11/25. Please expect minor adjustments as full Customer Information Questionnaire is completed. For example, not all ATA's may be necessary and can be removed. Sports Complex can be added at the same rate. Any additional cabling can be provided at a rate of \$75/hour.

Equipment provided by Twin Valley becomes the property of the City of Mulvane upon installation. This equipment is fully warrantied for the term of the contract.

Equipment for the Senior Center is included in this proposal, although they are already set up on the Twin Valley system. Upon selection of this proposal, adjustments will be made to the per set pricing to match this proposal.

Optional Equipment recommended for Public Works, One-Time Fee: Strobe Light (\$626.25) and Horn (\$230.00). Installation Included.

We take great pride in our service and response to our customers 24/7/365. You will always be greeted by a local Customer Service Representative, and priority is given to business customers.

We greatly appreciate your consideration and would welcome the opportunity to provide a demonstration and answer any questions.

## **Government/Municipal Hosted Customer Referrals:**

City of Clay Center, Amelia Blackwood, City Clerk 785-632-5454

Clay County, Kayla Wang, County Clerk 785-632-2552

Dickinson County, Dustin Parks, Director of IT and GIS 785-263-3800

Ottawa County, Keith Coleman, System Administrator 785-392-7536

Republic County, Susan Aaron, Deputy Emergency Manager 785-527-5692

## **Attachment A: Locations/Set Count**

- City Hall – (13) Sets
  - EFax
  - Optional Wireless Conference Sets
- Police Department – (18) Sets; (3) for Dispatch with Sidecars
  - Fax via ATA
- Public Works – (5) Sets
  - EFax
  - ATA
- East Fire Station – (8) Sets
  - EFax
  - ATA
- Senior Center – (4) Sets
- Power Plant – (2) Sets, (1) is Cordless
  - Optional Strobe and Horn
  - EFax
  - ATA
- Sewage Treatment Plant – (2) Sets, (1) is Cordless
  - EFax
- Swimming Pool – (1) Set, Cordless
- Water Plant – (1) Set
  - EFax
  - ATA for Alarm
- West Fire Station – (4) Sets

**City Council Meeting**  
**February 18, 2026**

**To:** Mayor & City Council

**From:** Austin St. John, City Administrator

**Re:** Fleet Program Terms & Use Policy – Shamrock Car Wash Fleet Program

**Action:** Approve Fleet Program Terms & Use Policy and authorize participation in Shamrock Car Wash Fleet Program

**Background:**

City staff have explored options to improve the efficiency and management of routine vehicle cleaning for City fleet vehicles. Maintaining clean vehicles supports public perception, preserves vehicle condition, and improves operational readiness across departments.

Shamrock Car Wash offers a Fleet Program that allows approved business customers to utilize fleet-issued cards for vehicle washing at participating locations. The program provides access to self-serve wash bays, automatic wash bays, and select vacuum stations depending on location availability.

The Fleet Program Terms & Use Policy establishes billing practices, card usage expectations, account responsibilities, and program rules for participating organizations.

**Analysis:**

Participation in the Fleet Program would allow City departments to utilize designated fleet cards assigned by vehicle or driver for business-related vehicle washing. The program provides centralized invoicing and detailed transaction reporting, including date, time, location, and usage details for each wash.

Key program components include:

- Fleet cards assigned to authorized vehicles or drivers
- Monthly or quarterly invoicing based on usage
- Centralized billing records serving as official receipts
- Administrative oversight through detailed usage reports
- Immediate reporting and deactivation procedures for lost or misused cards

The program establishes clear expectations regarding authorized use and allows the provider to suspend access in cases of non-payment or misuse, supporting accountability and fiscal controls.

**Financial Considerations:**

Fleet services are billed based on actual usage with invoices issued on either a monthly or quarterly basis. Payment is due upon receipt, with potential Net 30 accounting terms.

Participation does not require a fixed subscription cost; expenses will vary depending on fleet washing needs and operational usage patterns. Staff anticipate the program will provide predictable tracking of vehicle cleaning costs and reduce the need for decentralized purchasing or reimbursements.

**Legal Considerations:**

The Fleet Program Terms & Use Policy outlines responsibilities for authorized use, liability limitations, billing practices, and program modifications. Participation constitutes acceptance of the policy terms.

City Attorney has reviewed the Terms & Use Policy for the Shamrock Car Wash Fleet Program.

**Recommendation:**

Staff recommends approval of the Fleet Program Terms & Use Policy and authorization for the City to participate in the Shamrock Car Wash Fleet Program. The program provides a structured and accountable method for maintaining City vehicles while offering centralized billing, improved tracking, and operational efficiency.

**Suggested Motion:**

Motion to approve participation in the Shamrock Car Wash Fleet Program and authorize the Mayor to sign the Fleet Program Terms & Use Policy.

# Shamrock Car Wash – Fleet Program Terms & Use Policy

## 1. Program Overview

Shamrock Car Wash offers a Fleet Program that allows approved business customers to use Shamrock-issued fleet cards at participating Shamrock Car Wash locations. Fleet cards may be assigned to specific vehicles or drivers for business-related vehicle washing.

Fleet cards are valid for use at all Shamrock Car Wash locations and may be used in:

- Self-serve wash bays
- Automatic wash bays
- Select vacuum stations at participating locations

Availability of vacuum use may vary by location based on equipment configuration.

## 2. Billing & Payment Terms

### Billing Frequency

Fleet accounts are billed based on actual usage and may be invoiced on either:

- a **quarterly** basis, or
- a **monthly** basis

Billing frequency is determined based on customer needs or Shamrock Car Wash's internal account policies and may be changed at any time.

### Payment Terms

- **Payment is due upon receipt of invoice**
- Invoices may provide **Net 30** payment terms for accounting purposes

### Account Suspension for Non-Payment

- If an invoice remains unpaid **more than 30 days after the invoice date**, Shamrock Car Wash reserves the right to **temporarily suspend fleet card access** until payment is received in full
- Fleet card access will be reinstated once the account is brought current

## 3. Card Use & Responsibility

- The fleet customer is responsible for **all charges made using issued fleet cards**
- Fleet cards are intended for **business use only**, unless otherwise approved
- Fleet cards may be assigned by vehicle or by driver, at the customer's discretion
- Fleet cards may be used only on authorized wash and vacuum equipment and only at locations where fleet card access is enabled

- The fleet customer is responsible for ensuring fleet cards are used only by authorized vehicles or drivers

#### **4. Lost, Stolen, or Misused Cards**

- Lost or stolen fleet cards must be reported to Shamrock Car Wash immediately
- Charges incurred prior to notification remain the responsibility of the fleet customer
- Shamrock Car Wash reserves the right to deactivate any fleet card at any time for security concerns or misuse

#### **5. Misuse & Program Integrity**

Examples of misuse include, but are not limited to:

- Use on personal or unauthorized vehicles
- Sharing fleet cards beyond approved drivers or vehicles
- Activity inconsistent with normal fleet operations

Shamrock Car Wash reserves the right to revoke individual cards or suspend fleet privileges if misuse is identified.

#### **6. Pricing & Program Changes**

- Fleet pricing is subject to change with reasonable notice
- Discounts, if offered, are not guaranteed indefinitely
- Continued use of fleet cards after notice of changes constitutes acceptance of updated pricing or terms

#### **7. Receipts & Usage Records**

Not all Shamrock Car Wash equipment or payment stations provide an on-site printed or digital receipt at the time of use.

For fleet customers, the **invoice serves as the official receipt and authoritative record of use**. Each invoice includes a detailed transaction history showing:

- Date of use
- Time of use
- Bay or equipment used
- Location
- Amount charged

Individual point-of-use receipts may not be available for all transactions.

#### **8. Limitation of Liability**

Vehicles are washed at the customer's own risk. Shamrock Car Wash is not responsible for damage resulting from pre-existing vehicle conditions, improper vehicle configuration, or failure to follow posted instructions or equipment guidelines.

## **9. Acceptance of Terms**

Use of Shamrock Car Wash fleet cards constitutes acknowledgment and acceptance of these Fleet Program Terms & Use Policy.

The undersigned acknowledge and agree to the Shamrock Car Wash Fleet Program Terms & Use Policy.

Company Name: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

SHAMROCK CAR WASH

Authorized Representative (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City Council Meeting  
February 18, 2026**

**TO:** Mayor and City Council

**FROM:** Austin St. John, City Administrator

**RE:** Proposals for New City Website Design and Hosting Services

**ACTION:** Approval of contract with CivicPlus for municipal website redesign and hosting services, pending City Attorney review.

**Background:**

The City's current website provider has announced it will discontinue service at the end of 2026. As a result, staff issued a Request for Proposals (RFP) for municipal website redesign and hosting services to ensure continuity of service, modernization of the City's online presence, and compliance with accessibility and security standards.

The new website platform will serve as the City's primary digital communication tool, providing residents with access to news, services, forms, agendas, and online information. Based on the RFP responses, vendors proposed solutions that include website design, content management systems (CMS), hosting services, ADA/WCAG accessibility compliance, mobile-responsive design, and ongoing technical support.

**Analysis:**

Staff evaluated proposals using a weighted scoring system that included the following criteria:

- Experience with municipal/government websites (20%)
- ADA/WCAG compliance approach (20%)
- Mobile responsiveness and design quality (20%)
- CMS functionality and ease of use (15%)
- Project cost and overall value (15%)
- Implementation timeline (10%)

According to the Summary scoring tab:

- CivicPlus received the highest total score at 82.75, reflecting strong performance across all evaluation categories and consistent top rankings from staff reviewers.
- Revize received the second-highest score at 75.09.
- Other proposals scored significantly lower, including Planeteria (55.91), Brand Vision (54.95), and Promet (53.36).

Staff identified CivicPlus as the preferred vendor due to:

- Extensive experience providing municipal website solutions and government-focused design;
- Comprehensive ADA/WCAG compliance tools and accessibility monitoring;

- A user-friendly content management system that enables staff to easily maintain and update content;
- Responsive and modern design capabilities optimized for mobile devices;
- Integrated hosting, security, and ongoing technical support; and
- A structured implementation process tailored to local government operations.

The proposed CivicPlus platform includes website redesign services, cloud-based hosting, ongoing maintenance and support, accessibility features, and tools designed to improve resident engagement and staff workflow efficiency.

### **Financial Considerations:**

The CivicPlus proposal includes a total initial term investment of \$21,200.85, which covers one-time implementation costs and initial annual services. Ongoing annual recurring services are \$5,793.60, subject to standard annual adjustments beginning in year two.

This project will be funded through the City's Contingency budget. Future annual hosting and support costs will be incorporated into the City's operating budget as part of ongoing technology and communications services.

### **Legal Considerations:**

The agreement is being reviewed by the City Attorney.

### **Recommendation:**

Staff recommends approval of the contract with CivicPlus for municipal website redesign and hosting services based on its highest overall evaluation score, demonstrated experience with municipal clients, and comprehensive service offering, pending review of the City Attorney.

### **Suggested Motion:**

I move the City Council approve the contract with CivicPlus, pending review of the City Attorney for the redesign and hosting of the City's municipal website and authorizing the Mayor to sign.

Criterion	Experience with Municipal/Government Websites	ADA/WCAG Compliance Approach	Mobile Responsiveness & Design Quality	CMS Functionality & Ease of Use	Project Cost & Value	Implementation Timeline	Total
<b>Weight %</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>15</b>	<b>15</b>	<b>10</b>	<b>100</b>
AHEX	1.60	3.95	3.30	4.84	2.93	2.80	45.85
Bayfield	0.63	0.31	1.81	4.17	3.41	0.88	19.03
Brand Vission	2.71	2.83	3.08	3.78	3.61	2.92	54.95
CivicPlus	5.00	4.83	4.67	5.00	3.72	3.75	82.75
Goodthree	2.45	3.35	3.40	4.00	2.13	3.46	49.60
Lifeboat	2.50	3.13	3.95	5.00	1.86	3.20	47.09
MindK	1.75	3.38	3.30	4.17	2.39	4.10	43.95
Phillips Virtual Solutions	0.00	3.63	2.90	3.34	0.93	2.50	29.52
Planeteria	3.46	4.30	3.50	3.67	2.72	2.83	55.91
Promet	4.10	4.00	3.31	4.17	1.99	4.63	53.36
Public Digital Works	2.40	4.25	2.81	4.17	1.79	2.90	41.95
Remote Digital Services	0.70	2.00	1.10	1.67	2.52	3.60	27.74
Revize	4.67	4.50	4.04	4.33	3.61	3.17	75.09
YeshayaDev	0.45	2.75	2.50	2.22	2.46	2.90	33.19



# Municipal Website Redesign and Hosting Services

City of Mulvane, Kansas

---

PRESENTED BY:

David May, Account Executive

January 8, 2026

Austin St. John  
City Administrator  
Submitted via email to astjohn@mulvane.us

RE: Municipal Website Redesign and Hosting Services

Dear Mr. St. John and Selection Committee:

High-performing leaders and department heads work hard to handle the stubborn trade-off between meeting residents' service expectations and yielding to shrinking resources. At CivicPlus®, LLC (CivicPlus), our mission is to remove that forced choice and instead cultivate what we call impact-led government. To do that, we build technology solutions to empower you and your staff to streamline operations, boost engagement, and nurture public trust.

With CivicPlus' Municipal Websites Central (Web Central) content management system (CMS) City of Mulvane (City) won't simply be getting a website—you'll also obtain the tools to build a trusted and long-term relationship between you and your residents. By partnering with CivicPlus, you'll receive:

- Responsive design that is available to your residents from anywhere on any device
- Comprehensive suite of modules and tools tailored to the functionality you need most
- Receive knowledge from our globally recognized, Gold Stevie® Award winning training and consulting team
- Hands-on migration of existing content by our team of experts
- 24/7/365 emergency support with secure hosting and maintenance

Your new website will be developed on the most robust and flexible CMS available. Web Central is an easy-to-use suite of cloud-based tools built specifically for local government. You'll be able to inform and empower your residents and staff in more efficient ways.

I am excited to assist you in expanding your existing partnership with CivicPlus and leveraging solutions we have already implemented.

Sincerely,



**DAVID MAY**  
**Account Executive**

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# Company Information

CivicPlus started back in June of 1998 with a simple yet powerful vision: to develop technology solutions that empower local government staff to manage daily operations efficiently without depending on paper-based processes or complex systems.

Today, CivicPlus provides public sector technology that provides intelligent automation for staff and a unified experience for residents. CivicPlus solutions help increase process efficiency by up to 40%, freeing staff to improve community engagement. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a singular experience for residents and staff.

## Our Portfolio Includes:

- Municipal Websites
- Web Accessibility
- Agenda and Meeting Management
- Mass Notification
- Social Media Archiving
- NextRequest
- Recreation Management
- SeeClickFix 311 CRM
- Municode Codification
- Process Automation and Digital Services
- Community Development
- Asset Management
- Utility Billing
- Resident Portal

## Contact Information



### Primary

David May  
Account Executive  
[may@civicplus.com](mailto:may@civicplus.com)  
785.370.7821

### Company

302 S. 4th Street, Suite 500  
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Toll Free: 888.228.2233 | Fax: 785.587.8951  
[civicplus.com](http://civicplus.com)



[civicplus.com](http://civicplus.com)

CONFIDENTIAL | 1

# Experience & Recognition

**25+ Years**

**10,000+ Customers**

**950+ Employees**

With public service in our DNA, our 25-year heritage of success is fueled by the expertise of our product innovators—many of whom served in local government. Our commitment to deliver impactful solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government technology. We are proud to have earned the trust of our over 10,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for the City.

We're proud to be recognized in various ways for our dedication and service to our customers.

- Winner of multiple Stevie® Awards, the world's top honors for customer service, sales professionals, and more.
- Designated a top-100 U.S. company by Government Technology magazine for making a difference in the public sector.
- Selected by Inc. Magazine as "One of the Fastest Growing Privately-Held Companies in the U.S." each year since 2011.
- Certified™ by Great Place To Work®, which is a prestigious award is based entirely on what current employees say about their working experience.



## The Best-Run Local Governments Run on CivicPlus Technology

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services. However, they struggle with budget cutbacks and technology constraints. With CivicPlus, leaders can finally overcome the perpetual trade-off between the demand for better services and the realities of operational resources, by leveraging the unique Civic Impact Platform to deliver both unmatched end-to-end automated efficiency and truly unified, delightful resident experiences.

CivicPlus is the only government technology company exclusively committed to being a trusted partner for impact-led government, enabling our customers to efficiently keep our communities informed, involved, and connected using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, our customers increase revenue and operate more efficiently while nurturing trust among residents.



[civicplus.com](http://civicplus.com)

# The Civic Impact Platform

The comprehensive Civic Impact Platform delivers unmatched end-to-end efficiency, supercharging staff impact through intelligent automation, and unlocking collaboration in and across departments. At the same time, this unique platform delivers a truly unified residence experience, delighting residents with a singular profile and single sign-on for friction-free, no-hassle services. With CivicPlus your team is always change-ready, staying a step ahead of disruption, whether evolving compliance and accessibility requirements, civil emergencies, and more.



## IMPACT-LED GOVERNMENT

Impact-led government aims to create lasting community change by improving and modernizing processes with automation, collaboration, and data insights. This approach helps staff work efficiently and makes services more accessible, addressing needs proactively. Our Civic Impact Platform is guided by five core principles:

1. **Modernize and connect every function:** Work better together through intelligent automation, efficiency, and stronger collaboration.
2. **Deliver a singular, personalized resident experience:** Replace hassle with friction-free delight, delivering a unified profile and intuitive, consistent experiences.
3. **Supercharge staff impact:** Boost staff performance with automated tasks, data-driven decisions, and aligned priorities and processes.
4. **Strengthen compliance, accessibility, and readiness:** Forward-thinking best practices and continuous adaptation.
5. **Consolidate on a comprehensive, purpose-built platform:** Choose solution breadth, eliminate multiple vendors, and gain compounding value over time.



# Project Team

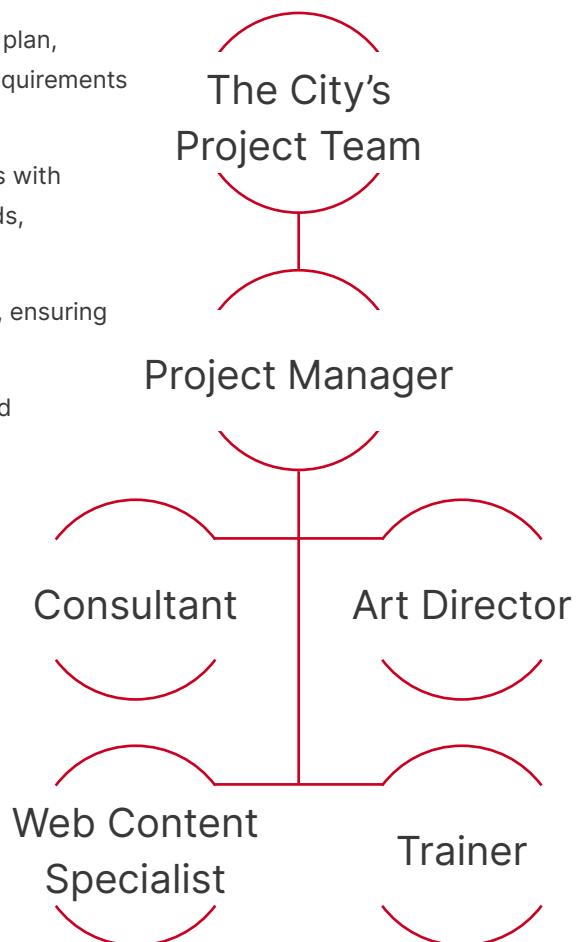
From project management to design and development to training and support, a professional and experienced project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Based on our years of experience administering projects, it has become our policy to assign individual team members at the project start that connect with your style and municipality's needs. As such, we do not provide names or resumes of team members during the RFP process. Rest assured that your project team, once assigned, will deliver the attention and effort you need and deserve to create a website that achieves your vision of success.

**Project Manager** – Provides communication, establishes project plan, schedules project resources, facilitates project tasks, ensures requirements are met according to scope

**Art Director** – Establishes vision for website design, collaborates with graphic design team to create website design to meet your needs, coordinates design application to functioning website

**Web Content Specialist** – Guides content development process, ensuring application of best practices for usability and accessibility

**Trainer** – Educates your team to use the Web Central system and demonstrates effective use of tools and functionality



# Team Leaders

Our expert team leaders will coordinate qualified specialists who will work directly with you throughout your project development and beyond.



## WILL RICKENBACK, DIRECTOR OF PROFESSIONAL SERVICES

**Education** – BA Economics, BS e-Business Administration

**Resume** – Creative & Development Director, Operations Director, Project & Product Management

**20+ Years Experience** – Professional Services Leadership, Account Management, Customer Service Leadership



## JEREMY WILSON, SENIOR DIRECTOR OF CUSTOMER SUCCESS

**Education** – BS Political Science

**Resume** – Assistant Manager of Account Management, Solutions Specialist

**15+ Years Experience** – Customer Service, Leadership Sales, Team Building

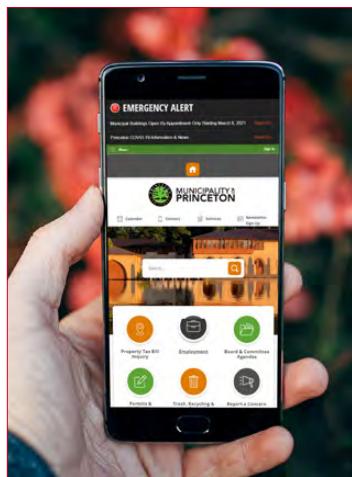


# Project Approach & Timeline

## CMS Features & Functionality

Web Central is a comprehensive content management system designed to help local governments build websites that connect with residents effectively. With configurable layouts, simplified content management, and integrated tools for communication and resident self-service, CivicPlus websites streamline the timely delivery of essential information and services. This empowers local governments to consistently provide positive civic experiences for residents and peace of mind for staff with streamlined communication processes.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.



## Modules & Widgets

### RESIDENT ENGAGEMENT

Web Central offers many effective and easy-to-use resident engagement features. These tools easily integrate with the other key features.

**Notices and Alerts** – Post emergency or important information on your website and notify residents through email and SMS, via Alert Center.

**Blog** – Post opinions/information about various community topics and allow resident comments and subscriptions.

**Calendar** – Create multiple calendars and events to inform residents of upcoming activities that are viewable by list, week, or month.

**Submit Requests and Report Issues** – Allow residents to report a problem or submit requests through our easy Form Center module. For advanced service request management functionality to intake resident submissions via web portal, our integrated SeeClickFix 311 CRM Starter product is available as an add-on.

**Form Center** – Create custom, online forms via simple drag-and-drop functionality. Track form submissions within the CMS and route email notifications to the appropriate individual(s).

**News** – Post news items and keep your residents up to date on important information via News Flash.

**Opinion Poll** – Poll your residents on important topics by showing the Opinion Poll widget on relevant pages, to grab



resident attention and quickly capture their responses to your polls. Polling helps with gathering and evaluating resident feedback, increasing resident engagement, and understanding your community.

**Notifications** – Allow your residents to subscribe to receive text and email notifications on topics that are important to them via Notify Me® (includes up to 500 SMS users).

**Photo Gallery** – Display photos of parades, local sporting events, or historical locations through albums or slideshows. Users can vote on favorites or share via email and social media.

**Pop-up Modal** – Use a pop-up modal to call attention to important information and notices, sitewide or on specific pages.

## CONTENT MANAGEMENT

Web Central comes fully equipped with a robust set of document and image management tools that work with other key features of our CMS, making it easy to build dynamic content that is easy for residents to navigate and access.

**Agenda Center** – Create and display meetings and agendas on the website utilizing our built-in Agenda Center module. For advanced functionality, including live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

**Archive Center** – Manage and retain serial and older documents.

**Document Center** – Organize and manage documents in one central repository.

**Public Images** – Store all your images in one central location, to utilize individually or create slideshows on your site. Use the built-in editor to crop and resize photos, as needed. Images are optimized for performance, mobile responsiveness, and contain alt text for accessibility compliance.



## INFORMATION & NAVIGATION

Organize your content and pages to make it easy to locate the information you and your residents need most with modules that help you update information quickly.

**Easy for Residents to Navigate** – An intuitive design, mega menu options, prominent buttons, and dynamic breadcrumbs throughout your site, all allow residents to easily find what they're looking for.

**Frequently Asked Questions (FAQs)** – Provide answers to the most frequently asked questions to reduce phone and foot traffic for staff.

**Graphic Links** – Create visually appealing buttons to direct users to important information.

**Info Advanced** – Use Info Advanced to create engaging displays of information for reuse throughout the website.

**Quick Links** – Provide links to highly requested services and information. These are commonly displayed in website footers and right-hand navigation.

**Resource Directory** – Use the Resource Directory to showcase information on local businesses and/or community resources.



**Staff Directory** – Provide contact information for departments and individual staff members. Use the information throughout the site and keep updated in one location. The Staff Directory widget allows you to quickly place specific persons or departments on relevant pages.

## DEPARTMENT-SPECIFIC

There are several function-specific features and modules for government departments. These tools are integrated into the Web Central CMS and offer the ability to complete multiple steps in one action.

**Activities** – Create and post activities, events, and classes so residents can register for them and even pay online. Your administrators can view and create rosters. The Activities module integrates with the Facilities module so residents can view the location of the activity.

**Facilities & Reservations** – Display facilities on your site for residents to browse. Allow them to filter by amenities, view facility details, and even make reservations online.

**Job Postings** – Post available jobs online and accept online applications.

**Bids** – Post open bid opportunities for contractors to view available work, download supporting documentation, receive notifications on posted opportunities and submit bid applications online.



## COMMONLY USED WIDGETS

An extensive widget library is available for ease of placing dynamic and visually appealing information on specific pages. Each widget is easy to use with drag-and-drop functionality and is configurable with individual styling options.



**Custom HTML Widget** – Embed videos or other HTML features in your page.

**Editor Widget** – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.

**Form Center Widget** – Embed simple forms on a page.

**Image Widget** – Add images to a page.

**Related Documents Widget** – Create a dynamic list of documents referenced in the Document Center.

**Slideshow Widget** – Add a slideshow of images.

**Tabbed Widget** – Organize larger pages of information in horizontal, vertical, or stacked vertical or accordion style tabs.



# Administrative Features

The administration of your Web Central website is browser-based, with no installation of software needed. You'll be able to update your website from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.



**Administrative Dashboard** – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.

**Content Scheduling & Versioning** – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.

**Dynamic Page Components** – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.

**History Log** – Track changes made to your website.

**Intranet** – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information.

**Levels of Permissions** – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

**Pending Approval Items** – Administrators have access to a queue of pending items to be published or reviewed.

**Website Statistics** – Provided website analytics for analysis.

## USER-FRIENDLY FEATURES

Not only is Web Central easy for your staff to use, various administrative features help make a more attractive, engaging, and intuitive website for your community.

**Automatic Alt Tags** – Built-in features assist with ongoing ADA compliance of your website.

**Credit Card Processing** – Web Central is integrated with select external payment processors to accept payments on your website (separate agreement must be made directly between you and the supported external processor of your choice). Additional fees apply.

**Preset Styling Standards and Ongoing Styling Flexibility** – Site changes automatically inherit design standards and styles that you've set up for your homepage, interior layouts, and simple layouts. This keeps your website looking clean and always matching. We also offer large amounts of flexibility with placement and styles on an ongoing basis. As you edit your website, you can easily adjust the location and style of widgets, content, carousels, lists, calendars, etc. to meet the look and feel you need for that area.

**Link Redirects** – Instead of sending your users to <https://www.civicplus.com/blog/ce/government-website-awards-city-county-municipal/>, you can send them to <http://civicplus.com/awards>.



**Live Edit** – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.

**Maps** – Easily embed maps from Google, ESRI, and more using the HTML widget.

**Mega Menu** – A main navigation menu makes it easy to get to any page on your website quickly.

**Predictive Site Search** – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images.

**Site Search Log** – All search words are kept in a log.

**Real Simple Syndication (RSS) Feeds** – Administrators and website visitors can use RSS feeds to display content or be notified of content updates.

**Responsive Design** – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience.

**Social Media** – Set various modules to automatically post to your Facebook and/or X (formerly Twitter) feeds and incorporate compatible social media feeds and widgets into your website.

**Supported Browsers** – View your website in the latest versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.

**Third-Party Access** – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs to build applications right from your website.

**Translation** – Integration with Google Translate translates web pages into over 100 languages.

Additionally, CivicPlus offers an extensive suite of accessibility tools, including industry-leading integrations to help customers maintain compliance and prepare for the transition to WCAG 2.2. Due to the dynamic nature of website content updates, ongoing accessibility solutions can be incredibly beneficial in ensuring sustained accessibility compliance. CivicPlus provides three long-term web accessibility solutions offering varying approaches to help with your compliance maintenance challenges:



## EXAMPLES OF MEANINGFUL CIVIC IMPACT INTEGRATIONS

The following are examples of integrations between the CivicPlus Web Central with other CivicPlus solutions and tools. If you have yet to experience all that CivicPlus can provide, please reach out for additional information and a quote.

<b>Agenda and Meeting Management Select (Select)</b>	<ul style="list-style-type: none"><li>• Automatically publish agendas and minutes to Web Central's Document Center when they are finalized in Select.</li><li>• Automatically post News Flash updates in Web Central when meeting documents are published.</li><li>• Automatically sync meeting dates and details to Web Central's Calendar and include meeting documents in website search results.</li></ul>
<b>Mass Notification System</b>	<ul style="list-style-type: none"><li>• Alerts sent through Mass Notification automatically appear in Web Central's Alert Center.</li><li>• Emergency messages can trigger alert banners on the website.</li><li>• Notifications can also create News Flash posts for broader visibility</li></ul>
<b>Process Automation</b>	<ul style="list-style-type: none"><li>• Documents submitted through online forms can automatically be added to Web Central's Document Center.</li><li>• Workflow outcomes can trigger website content updates without manual posting.</li><li>• Forms are embedded directly into Web Central pages for a seamless resident experience</li></ul>
<b>Codification</b>	<ul style="list-style-type: none"><li>• Municipal code content can be displayed and accessed directly through Web Central pages.</li><li>• Updates to codified ordinances are reflected on the website without duplicative publishing.</li></ul>
<b>NextRequest</b>	<ul style="list-style-type: none"><li>• Public records requests managed in NextRequest can be accessed directly through Web Central, allowing residents to view request information from the municipal website</li><li>• NextRequest content can be surfaced within Web Central's site search, helping residents find public records requests alongside other website content.</li><li>• Web Central provides a centralized public-facing entry point for public records access by integrating NextRequest into the website experience</li></ul>



# CivicPlus Resident Portal

## THE NEXT EVOLUTION IN DIGITAL RESIDENT ENGAGEMENT

CivicPlus Portal is a mobile-friendly, personalized online hub from which residents can quickly, easily, and securely obtain information, access resources, discover services, complete transactions, and interact with their local government administration. It is the public gateway to the Civic Impact Platform, empowering resident self-service from one central location for everything from submitting forms, referencing recent legislation, and engaging with public meetings to managing individual alert and notification preferences.



### Personalized Resident Benefits:

- One username, password, or popular platform-enabled single sign-on (via Facebook, Google, Microsoft, or Apple) to securely manage their user profile and interact with all their government resources and information.
- A personalized, customizable dashboard that serves as the launchpad to save frequently accessed digital services, view past interactions, bookmark frequent payment options, and stay up to date with featured, meaningful content.
- Anytime, anywhere access from any device.
- Enabling self-service form viewing, submission, and payments to support a variety of digital transactions from parking permits and business licenses to pet adoptions.
- Easy management of individual communication preferences related to routine and emergency alerts, website newsletters, and agenda & meeting notifications from one single view.
- A centralized hub to submit and track requests, such as public records requests, non-emergency issues, and code enforcement complaints and violations.

### Staff and Administrator Benefits:

- A low-maintenance tool for administrators to easily spotlight information, share content, and link to services to further promote local government initiatives while improving public transparency and trust.
- Ability to consolidate digital services from multiple CivicPlus and third-party solutions into one intuitive, accessible, and responsive interface.
- Consolidation of siloed alerts and notifications from the variety of solutions you control into a single view residents to sign up for and manage.
- Localization of cross-department payments and forms in one place, including those from CivicPlus and third-party solutions, enhancing residents' convenience for increased payments and engagement.
- Multi-factor authentication options and optimized for security and accessibility.



# Project Implementation

Design creation, content development, configuration for usability and accessibility, dedicated training—CivicPlus delivers all of this and more during the development of your new website.

A typical project ranges from 16 – 28 weeks. The City's exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors. Your project timeline, tasks, due dates, and communication will be managed and available in real-time via our project management software, Cloud Coach.

<b>PHASE 1: INITIATE</b>	2-4 Weeks	<ul style="list-style-type: none"><li>• Project Kickoff Meeting</li><li>• Planning &amp; Scheduling</li></ul>
<b>PHASE 2: ANALYZE</b>	4-6 Weeks	<ul style="list-style-type: none"><li>• Customer Deliverable Submission</li></ul>
<b>PHASE 3: DESIGN &amp; CONFIGURE</b>	6-10 Weeks	<ul style="list-style-type: none"><li>• Design Concept Development</li><li>• Content Development</li><li>• Agendas &amp; Minutes Migration</li><li>• Website Completion</li></ul>
<b>PHASE 4: OPTIMIZE</b>	1-2 Weeks	<ul style="list-style-type: none"><li>• Website Finalization</li></ul>
<b>PHASE 5: EDUCATE</b>	1-2 Weeks	<ul style="list-style-type: none"><li>• Training Engagement</li></ul>
<b>PHASE 6: LAUNCH</b>	2-4 Weeks	<ul style="list-style-type: none"><li>• Launch Confirmation Meeting</li><li>• Website Launch</li></ul>



# Approaching Your Project Implementation

Communication between you and your Web Central team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed. Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Tasks, deliverables, and milestones are aligned to your specific scope of work



The tools available through Cloud Coach combined with regular communication with your project manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

## Phased Approach

### PHASE 1: INITIATE

**Project Kickoff** – During this initial meeting, your project manager will perform introductions, detail deliverables needed, provide a high-level overview of the development process, and introduce tools and resources used to manage your project.

**Planning & Scheduling** – Your project manager will create a comprehensive project timeline based on the project scope and your specific needs.

### PHASE 2: ANALYZE

**Customer Deliverables** – The City will be responsible for submitting deliverables as outlined.

### PHASE 3: DESIGN & CONFIGURE

**Content Development** – Our Content Development team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new, Web Central website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

**Agendas & Minutes Migration** – The Content Development team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

**Website Completion** – The City will receive a completed production website featuring your approved design combined with the finished content.



## PHASE 4: OPTIMIZE

**Website Finalization** – Both the Web Central project team and you will prepare your website for launch. During this time, you will be able to make final adjustments to the content on your production website, as well as ensure overall satisfaction with your website.

## PHASE 5: EDUCATE

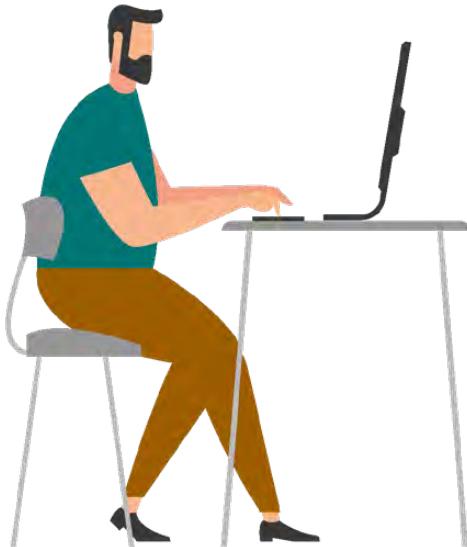
**Training Engagement** – Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your trainer will deliver training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will use your production website so that users are familiar with your specific configuration, and you can obtain hands-on knowledge from our Gold Stevie® Award winning external training and consulting team.

In addition, your trainer will go into a deep dive of the department-specific software modules such as Facilities and Activities with Parks and Recreation, Jobs with HR, and Bids with Procurement in your Advanced User Training.

## PHASE 6: LAUNCH

**Website Launch Confirmation Meeting** – Your Web Central project team confirms all the details that are necessary to take your website live and explain what you can expect on launch day.

**Website Launch** – After final confirmation, your website will be made live and available to the public.



# Premium Package Designs

You will meet with your art director to discuss your website vision based on the goals and needs of your users. This process involves conversing with your art director on the order, placement, and format of your homepage content and design elements, aimed at achieving your usability goals. Your preferences will be solidified into a homepage layout wireframe, which will provide the structural blueprint for the visual design application.

We will then collaborate with you to customize your design to represent your community using your logo, chosen colors, and imagery. We will focus on including the functionality to meet your website needs, including an option for up to one Advanced Design Component, if desired. Advanced Design Components provide next-level user engagement by leveraging the latest design enhancements in the Web Central product. Your art director will help you choose the component that works best for your website goals and desired site maintenance level.

## Your Role During Implementation

To help create the strongest possible website, we will need you to:

- Gather photos and logos that will be used in the overall branding and design of your new website
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design (if available)
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)



# Continuing Services

## Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of Web Central.

CivicPlus Technical Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

## AI-POWERED VIRTUAL ASSISTANT

**Context-Aware In-Product Support:** Seamlessly integrated into Web Central, the assistant provides real-time, relevant help based on the context of your conversation.

**Smarter Self-Service:** Instantly access AI-curated knowledge articles from our newly enhanced Help Centers, submit support tickets, or initiate live chat; all from one place.

**Effortless Navigation & Escalation:** If your issue requires human assistance, the assistant can transfer you to a live agent or open a support case in Salesforce Service Cloud, logging all details and transcripts automatically.

**Transparent & Compliant:** The assistant clearly identifies itself as a virtual bot and complies with data transparency standards, ensuring users know they're interacting with AI.

## AWARD-WINNING



CivicPlus has been honored with four Gold Stevie® Awards, eight Silver Stevie® Awards, and eleven Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.



### Support at a Glance

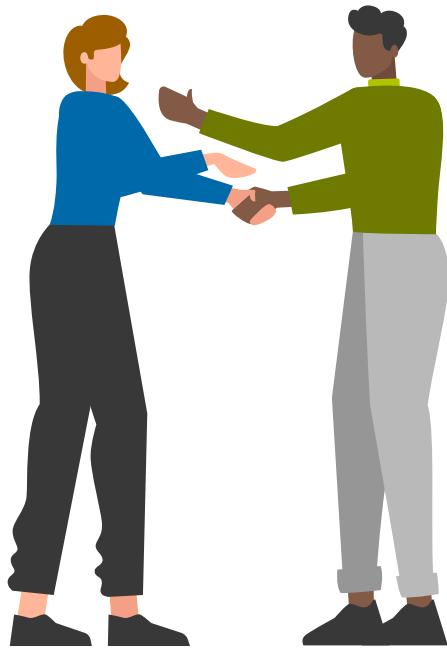
- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone, email, and chat
- 4-hour initial response during business hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center ([civicplus.help](http://civicplus.help))

## CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

## CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager who will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.



## MAINTENANCE

CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our customers' web solutions. Our standard maintenance includes:

- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- Operating system patches



# Guardian Hosting & Security

In today's digital era, local governments require a hosting solution that not only meets their needs but exceeds their expectations. Our Enterprise Level Hosting Solution is designed with local governments in mind, offering unparalleled DDoS protection to safeguard your digital infrastructure from the most aggressive cyber threats. With our state-of-the-art security measures, you can ensure the continuity of critical services, even in the face of sophisticated attacks.

Moreover, we understand the importance of building resident trust through consistent and reliable service availability. That's why we guarantee a high availability of **99.9% uptime**, ensuring your services are accessible when your residents need them the most. This commitment to uptime translates to less than 8.76 hours of potential downtime annually, demonstrating our dedication to maintaining your operations without interruption.

Data Center	<ul style="list-style-type: none"><li>• Redundant Power Supply</li><li>• Uninterruptible Power Supply (UPS) Systems</li><li>• Enhanced Cooling Infrastructure</li><li>• Diesel Engine Generators</li><li>• Energy Storage</li></ul>	<ul style="list-style-type: none"><li>• Redundant HVAC Systems</li><li>• N+1 Redundancy</li><li>• Fully Redundant Network</li><li>• System Monitoring – 24/7/365</li></ul>
Security	<ul style="list-style-type: none"><li>• Web Application Firewall (WAF) Protects Against SQL Injection, Cross-Site Scripting, &amp; Other Threats</li><li>• OWASP Modsecurity Core Rule Set Guards Against OWASP Top 10 Vulnerabilities</li><li>• Server Management Services Ensure Smooth Operation &amp; Optimal Performance</li><li>• Regular Software Updates &amp; Security Patches</li><li>• Antivirus Management &amp; Updates Protect Against Malware</li><li>• Continuous System Monitoring for Health &amp; Performance</li></ul>	
Performance	<ul style="list-style-type: none"><li>• Regional Content Delivery Network (CDN) Distributes Cached Content to Minimize Latency &amp; Enhance Reliability</li><li>• Server-Side Caching with Regional CDN Improves Page Load Times &amp; Content Delivery</li><li>• Unparalleled Browsing Experience for Users on Your Website or Application</li></ul>	
Hosting	<ul style="list-style-type: none"><li>• Enhanced Security and Compliance</li><li>• CMS software updates</li><li>• Server management &amp; monitoring</li><li>• Multi-tiered software architecture</li><li>• Server software updates &amp; security patches</li><li>• Database server updates &amp; security patches</li></ul>	<ul style="list-style-type: none"><li>• Antivirus management &amp; updates</li><li>• Server-class hardware from nationally recognized provider</li><li>• Redundant firewall solutions</li><li>• High performance SAN with N+2 reliability</li></ul>
Disaster Recovery	<ul style="list-style-type: none"><li>• Emergency After-Hours Support, Live Agent (24/7)</li><li>• Online Status Monitor by Data Center</li><li>• 8-Hour Guaranteed Recovery Time Objective (RTO)</li><li>• 24-Hour Guaranteed Recovery Point Objective (RPO)</li><li>• Pre-Emptive Monitoring for Disaster Situations</li><li>• Multiple, Geographically Diverse Data Centers</li></ul>	
DDoS Protection & Mitigation	<ul style="list-style-type: none"><li>• Cloudflare's Reverse Proxy to Protect Your Network</li><li>• Access to Advanced Tools that Defend Against DDoS Attacks</li><li>• Utilize Cloudflare's Massive Network Capacity of 30 Tbps</li><li>• A Skilled Team is Always Ready, 24/7, to Stop Any Attacks on Your Digital Assets</li></ul>	



# Accessibility & Compliance Plan

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## ACCESSIBILITY COMPLIANCE

With more than 1 in 4 (~28.7%) adults in the United States living with a disability, CivicPlus helps governments ensure that critical resources are available to all residents. Our commitment to accessibility is visible through VPATs and third-party audits that can confirm you're working with a trusted and experienced partner. Our multi-faceted approach sets you up for success:

- CivicPlus Municipal Websites are delivered inclusive by design meeting WCAG 2.1 accessibility standards at time of launch.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up to date with the latest ADA/WCAG standards.
- Your staff can use the Accessibility Checker included within the CMS to scan content created in the editor for accessibility issues so you can correct them before publishing.
- Any new regulations that require code changes are reviewed by our product team at least quarterly. Depending on the regulation, our product team plans and executes necessary changes with no additional effort required from you.
- Our product team updates our best practices and provides regular updates to customers via the CivicPlus website, blog articles, webinars, and other publications.

Additionally, CivicPlus offers an extensive suite of accessibility tools, including industry-leading integrations to help customers maintain compliance and prepare for the transition to WCAG 2.2. Due to the dynamic nature of website content updates, ongoing accessibility solutions can be incredibly beneficial in ensuring sustained accessibility compliance. CivicPlus provides three long-term web accessibility solutions offering varying approaches to help with your compliance maintenance challenges:



- AudioEye Managed: Accessibility tools and services for WCAG 2.2 compliance (more information on pg. 24)
- Acquia Web Governance: Website Governance & Compliance Tools
- Allyant CommonLook Document Remediation

Additional details and/or a quote can be provided upon request.

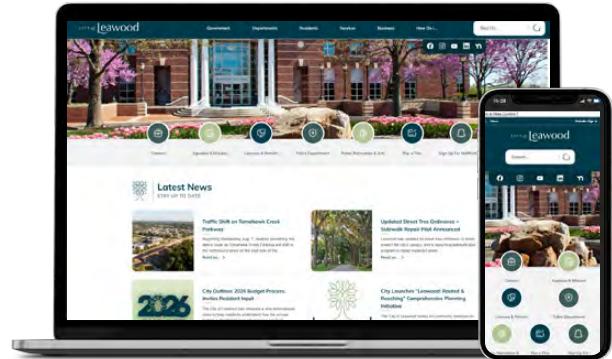


# Sample Work

The included design portfolio will provide you with an idea of the different directions we can take your creative design with the premium implementation package.



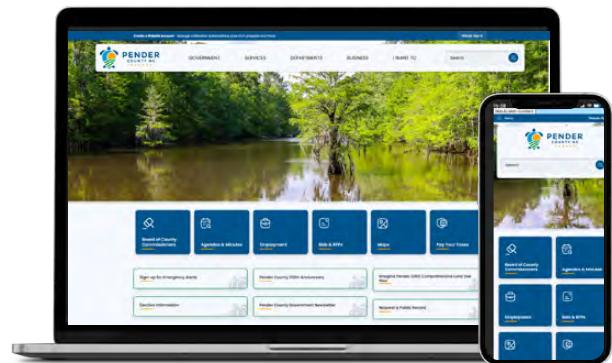
**Nevada City, CA**  
[nevadacityca.gov](http://nevadacityca.gov)



**City of Leawood, KS**  
[leawood.org](http://leawood.org)



**City of Marshall, TX**  
[marshalltexas.net](http://marshalltexas.net)



**Pender County, NC**  
[pendercountync.gov](http://pendercountync.gov)

## DESIGN MOCKUPS

We can get a superficial knowledge of the City on the internet and other data sources, but we know that doesn't tell the whole story of your community, and we don't believe in creating a solution that isn't tailored to the specific needs of you and your residents.

Each of our customers are unique and benefit from a custom approach that emphasizes their specific needs, goals, and vision. Because we deliver personalized solutions, we want to work with you to determine the direction of your project and build a memorable, effective experience for your users. Our portfolio exemplifies the skill of our creative team, and we will be glad to provide additional links to real, live customer websites or additional samples from our portfolio.



# Cost Proposal

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing are valid for 60 days from January 8, 2026.

## Features & Functionality

- Web Central CMS Tools, Widgets, & Features
- DNS Setup for mulvaneks.gov

## Implementation

- Premium Package
  - 1 Website Layout Built Using Available Flexible Layout Options
  - 1 Custom Website Design Built Using Approved Layout & Up to 1 Advanced Design Component
- 60 pages Content Development from mulvanekansas.com to mulvaneks.gov
- Up to 100 Meetings Worth of Agendas & Minutes PDF/DOC Migration
- 6 Blocks of Virtual System Training (up to 3 hours/block)

## Annual Recurring Services

- Guardian Hosting & Security
- 1 SSL Certificate
- DNS Hosting for mulvaneks.gov
- Software Maintenance Including Service Patches & System Enhancements
- 24/7 Technical Support & Access to the CivicPlus Help Center
- Dedicated Customer Success Manager

## The City's Investment

List Price - Initial Term Total	\$26,745.00
Initial Term - Discount	(\$5,544.15)
Total Investment - Initial Term (includes one-time fees and Initial Term annual services)	\$21,200.85
Annual Recurring Services (subject to uplift)	\$5,793.60



# CivicPlus Project Pricing & Invoicing

CivicPlus prices on a per-project, all-inclusive basis. This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our customers. Accordingly, the price quoted in this proposal is fixed and will only be adjusted if there is a change to the identified scope or if additional functionality, features, or services are added prior to signing the contract.

## CIVICPLUS OFFERS:

### Standard Invoicing

- Initial Term: 12 months beginning at signing
- Initial Term Invoice Schedule: 100% invoiced upon signature date
- Renewal Procedure: Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
- Annual Uplift: 5% beginning year 2

We will work with you before contract signing to determine a billing process that will meet both your needs for budget planning and our accounting processes.

## Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal (including all supporting, technical, or specification documents required for submittal with the current RFP) is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements as provided in the RFP before a final agreement is reached. Subject to the terms of the final controlling agreement, CivicPlus requires its standard Master Services and Solutions and Service Terms to be incorporated and linked in the final agreement. For reference, the CivicPlus standard Master Services and Solutions and Service Terms can be found online at <https://www.civicplus.help/docs/civicplus-legal-stuff>. We look forward to developing a mutually beneficial contract with the City.



# Optional Enhancements

We are confident in the ability of our proposed project to meet your needs as outlined in the RFP. Please consider the following additional enhancements to elevate your overall experience with CivicPlus and our solutions.

## AudioEye for Websites

CivicPlus is the exclusive local government provider of AudioEye's full service accessibility offering. AudioEye's industry-defining digital accessibility hybrid offering helps deliver website remediations efficiently and affordably for organizations of all sizes. The AudioEye platform leverages a decade of investment in advanced technology supported and informed by a team of dedicated IAAP-certified professionals to help deliver improved access to the web conforming to Web Content Accessibility Guidelines (WCAG) 2.2 has never been easier.

### AudioEye

- AudioEye Managed
- Proprietary automated testing suite
- Detect Section 508 and WCAG 2.2 Success Criteria violations
- AudioEye engineers remediate accessibility issues
- Compliance monitoring
- Manual technical analysis and usability testing
- AudioEye Accessibility Help Desk with Personalization Tools

### AudioEye Managed

- Provides complete digital accessibility compliance auditing and resolution
- End-to-end digital accessibility compliance testing, resolution, validation, and monitoring
- Combines subject matter experts with technology —a team of engineers and manual testers to ensure issues of accessibility are fixed and stay fixed

### AudioEye Accessibility Help Desk with Personalization Tools

- Fully customizable user experience
- Tailored to individual needs regardless of device type, language preference, or preferred method of access
- Users can customize the visual display of the website, the toolkit provides instant personalization
- 24 Hour Help Desk provides accessibility answers from accessibility experts

### Digital Accessibility Platform

- Software as a Services (SaaS), API-first technology

#### AudioEye Trusted Certification



The AudioEye Trusted Certification represents a commitment to accessibility and digital inclusion.

[www.fcc.gov](http://www.fcc.gov) is AudioEye Trusted.

The AudioEye web accessibility certification process involves automatic and manual testing with the goal of identifying and resolving access barriers, conforming with the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) 2.2 Level AA Success Criteria, and ensuring an optimal user experience for all users, regardless of their individual abilities.



- Offers end-to-end compliance auditing
- Ability to spider, scan, and diagnose entire websites, single blocks of code, and content delivered via API
- Offers flexible resources for proper identification and remediation of the detected issues

## Premium Department Header Package

A Department Header Package is a cost-effective way for a department or division to informatively and graphically differentiate themselves from the look of the main website while leveraging consistent CMS administration. The Premium Department Header Package shares CMS login and modules with the main website. Further, it inherits the structural layout, widgets, and design styles from the main website.

A Premium Department Header Package includes department specific:

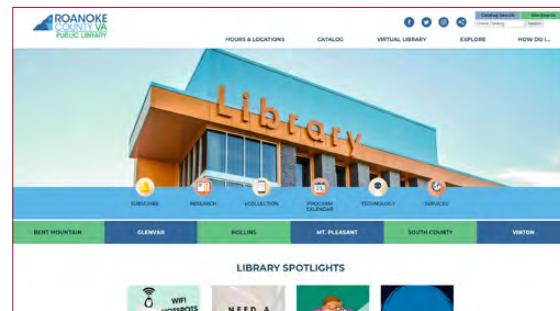
- Site URL (if applicable)
- SSL Certificate / DNS & Hosting (if applicable)
- Site Identifier / Logo
- Global Navigation and Menus
- Banner Image(s) and/or Slideshow Image(s) (if applicable)
- Graphic Links
- Widget Content and Placement
- Custom Color Palette

### Examples of a Premium Department Header Package

The examples provided below are representative of attributes found in a Premium Department Header Package but may not expressly reflect the design package of your main website.



Roanoke County, VA - Main Website



Library Department Header



Manistee County, MI - Main Website



911 Dispatch Department Header



# References

## CITY OF HAYS, KANSAS

[haysusa.com](http://haysusa.com)

**Chad Ruder, Director of Information Technology**

**Email:** [cruder@haysusa.com](mailto:cruder@haysusa.com)

**Phone:** 785.628.7390



## CITY OF ANDOVER, KANSAS

[andoverks.gov](http://andoverks.gov)

**Jennifer McCausland, City Administrator**

**Email:** [jmccausland@andoverks.gov](mailto:jmccausland@andoverks.gov)

**Phone:** 316.977.9412



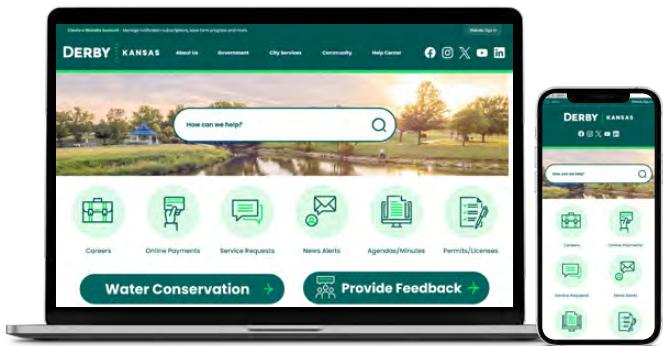
## CITY OF DERBY, KANSAS

[derbyks.gov](http://derbyks.gov)

**Kristy Bansemer, Communications Director**

**Email:** [kristybansemer@derbyks.gov](mailto:kristybansemer@derbyks.gov)

**Phone:** 316.788.1519 ext 1229



[civicplus.com](http://civicplus.com)

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## CITY OF MANHATTAN, KANSAS

[manhattanks.gov](http://manhattanks.gov)

**Dena Huff, Communications Manager**

**Email:** [dena@manhattan.org](mailto:dena@manhattan.org)

**Phone:** 785.776.8829



## CITY OF EL DORADO, KANSAS

[eldoks.gov](http://eldoks.gov)

**Haley Remsberg, Human Resources Supervisor**

**Email:** [hremsberg@eldoks.gov](mailto:hremsberg@eldoks.gov)

**Phone:** 316.321.9100



[civicplus.com](http://civicplus.com)

CONFIDENTIAL | 27

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

Statement of Work

Q-112946-1

11/25/2025 1:26 PM

3/31/2026

**Quote #:**

**Date:**

**Expires On:**

**Client:**

City of Mulvane, KS

**Bill To:**

MULVANE CITY, KANSAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David May	785-370-7821	may@civicplus.com		Net 30

Group1

QTY	PRODUCT NAME	DESCRIPTION
1.00	Annual - Municipal Websites Central	Annual - Municipal Websites Central
1.00	Hosting & Security Annual Fee - Websites Central	Hosting & Security Annual Fee - CivicEngage Central
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: URL
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup: URL
1.00	DNS Hosting for .GOV Annual Fee	DNS Hosting for .GOV Annual Fee: URL
1.00	Premium Implementation - Municipal Websites	Premium Implementation
60.00	Website Content Development - 1 Page	Content Development - 1 Page
6.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees
1.00	Agendas & Minutes Migration - PDF - 100 Meetings	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)

List Price - Initial Term Total	USD 26,745.00
Total Investment - Initial Term	USD 21,200.85
Annual Recurring Services (Subject to Uplift)	USD 5,793.60

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Acceptance of Quote # Q-112946-1**

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

**Authorized Client Signature**

By (please sign):

---

Printed Name:

---

Title:

---

Date:

---

Organization Legal Name:

---

Billing Contact:

---

Title:

---

Billing Phone Number:

---

Billing Email:

---

Billing Address:

---

---

Mailing Address: (If different from above)

---

---

PO Number: (Info needed on Invoice (PO or Job#) if required)

---

**CivicPlus**

By (please sign):

---

Printed Name:

---

Title:

---

Date:

---

**CITY COUNCIL MEETING  
MULVANE, KANSAS**  
February 18, 2026

**TO:** Mayor and City Council  
**SUBJECT:** **Styx Creek Flood Mitigation Master Plan**  
**FROM:** Young & Associates, PA - City Engineer  
**ACTION:** Motion to approve an engineering agreement with Young & Associates, PA

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**Background:**

In 2017 the City Council commissioned a drainage report entitled “Drainage Study Update, Part 2 – Styx Creek Drainage Basin”. This report updated a 1992 study including a re-assessment of the existing flood prone drainage areas, FEMA maps and updated cost opinions for recommended improvements. The 2017 report included a recommendation to develop a master plan for mitigating flooding along Styx Creek.

**Analysis:**

The “Styx Creek Flood Mitigation Master Plan” would establish a strategic long-range plan for constructing a “Greenway” along the creek, from the east side of First Street to the north end of English Park. This planning document would identify concepts for widening and cleaning the existing channel and increasing the capacity of the existing RCB’s per past Drainage Study recommendations.

The plan would include locating a pedestrian pathway and sidewalk connection points along the channel as conceptualized in the recently updated Comprehensive Plan. The widened channel would provide additional flood storage during high flow events.

The master plan would also examine property ownerships and make recommendations for space needed to access, construct and maintain the greenway. Preliminary costs opinions would be prepared for budgeting improvements, including construction phasing. These services would include working together with City staff on concept layouts, budgeting and phasing and, with the City’s Comprehensive Plan consultant on alignments, path amenities and any requested renderings.

**Financial Considerations:**

Previous Capitol Improvement Programs have budgeted \$75,000 for the Styx Creek Flood Mitigation Master Plan. Design plans and bid documents, including permitting, flood modeling and field surveys are not included in the master plan and would be performed as needed for each construction phase. Y&A have prepared an engineering services agreement for preparing the master plan as outlined above in the amount of \$28,100.00. Engineering services would be paid from the 1% Sales Tax.



Styx Creek, North of Main Street (May 2007)



Styx Creek, South of Franklin Ave. (May 2007)



Styx Creek, North End of English Park (May 2007)

City Council Memorandum - **Styx Creek Flood Mitigation Plan**

February 18, 2026

Page 2 of 2

**Legal Considerations:**

Per City Attorney.

**Recommendation/Action:**

Staff recommends the City Council approve an agreement with Young & Associates, PA for the development of a "Styx Creek Flood Mitigation Master Plan" as outlined above.

***Sample Motion:***

***I move the City enter into an agreement with Young & Associates, P.A. for engineering services for "Styx Creek Flood Mitigation Master Plan" as presented.***

**Contract Agreement**  
for  
Civil Engineering Services  
between  
THE CITY OF MULVANE, KANSAS  
and  
YOUNG & ASSOCIATES, PA

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2026 between the City of Mulvane, Kansas (OWNER) and Young & Associates, P.A. (ENGINEER). OWNER intends to retain the ENGINEER to provide professional engineering services as required for Flood Mitigation Master Plan – Styx Creek, from First Ave. to North End of English Park (the “Project”) in Mulvane, Sedgwick-Sumner County, Kansas.

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

1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this agreement applies as hereinafter provided. These services will include serving as OWNER’s professional engineering representative for the Project, providing professional engineering consultation and advice.
2. After authorization to proceed with Civil Engineering services the ENGINEER shall:
  - 2.1 Prepare for, coordinate with, and respond to independent review meetings in conjunction with City Staff to determine the acceptability of the Project. Prepare and present Project updates to OWNER.
  - 2.2 Perform the Work Task Items as outlined in Exhibit A – Scope of Work and Fee Estimate, Engineering Services for “Flood Mitigation Master Plan – Styx Creek, from First Ave. to North End of English Park”, dated February 18, 2026.
3. Prepare to serve as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
4. ENGINEER shall procure and maintain insurance for protection from claims under workers’ compensation acts, claims of damage because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from.
5. OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:
  - 5.1 Designate a person to act as OWNER’s representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER’s policies and decisions with respect to ENGINEER’s services to the Project.
  - 5.2 Provide all criteria and full information as to OWNER’s requirements for the Project, including objectives and constraints, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
  - 5.3 Assist ENGINEER by placing at ENGINEER’s disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

- 5.4 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 5.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
- 5.6 Bear all costs incident to compliance with the requirements of this Contract.
6. The provisions of this Section and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
7. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of the performance of the ENGINEER's services shall be adjusted equitably.
8. If ENGINEER's services during the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 10.
9. OWNER shall pay ENGINEER for Basic Civil Engineering services ("Basic Services") rendered under paragraph 2 on the basis of the total estimated not-to-exceed lump sum fee of \$28,100.00.

Billing for the Basic Services rendered, upon final approval by the OWNER, may be submitted to the OWNER for payment. Reimbursable expenses including printing and reproductions and permit fees shall be billed at their actual costs and shall not include a handling fee. Monthly billings may be submitted by ENGINEER based on the percentage of work completed to date.

10. In the event of termination by OWNER upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's salary costs times a factor of 1.75 for services rendered during that phase to date of termination.
11. The obligation to provide future services under this Agreement may be terminated by either party upon 30 days written notice through no fault of the terminating party.
12. This Agreement is to be governed by the law of the State of Kansas.
13. OWNER and ENGINEER each is hereby bound and the successors, executors, administrators, and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and other obligations of this Agreement.

14. Neither OWNER nor ENGINEER shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent associates and consultants as ENGINEER may deem appropriate to assist in the performance of service hereunder.
15. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

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

CITY OF MULVANE, KANSAS

YOUNG & ASSOCIATES, PA

---

Brent Allen, Mayor

---

Christopher R. Young, PE

Address for giving notices:

211 North 2<sup>nd</sup> Street  
Mulvane, KS 67110

Address for giving notices:

100 South Georgie Ave.  
Derby, KS 67037

ATTEST:

---

Debra M. Parker, City Clerk

## EXHIBIT A - SCOPE OF WORK AND FEE ESTIMATE

Flood Mitigation Master Plan - Styx Creek, from First Ave. to North End of English Park

Mulvane, Sedgwick-Sumner County, Kansas

(Draft) Prepared: February 18, 2026

Task Items:	Classification			
	PE Licensed Engineer	CADD Cad/Engineer Tech	SURV GPS/Field Survey	ADMIN Admin. Assistant
<b>A. Preliminary Plan Development</b>				
A.1 Prepare a project map for the Styx Creek corridor from First St. to the N. end of English Park including; City boundary data; available LiDar contours; FEMA floodplain and floodway limits. Identify FEMA flood study cross-section locations and channel stationing.	8.0	16.0		1.0
A.2 Prepare a proposed "Greenway" corridor illustrating locations for a pedestrian path, wider channel limits and 50% larger RCB installations (per previous drainage study recommendations). Identify pedestrian path connections to existing (or future) sidewalks. Prepare typical cross-section models to illustrate future channel side-slopes, sidewalks and FEMA BFE's.	40.0	16.0		1.0
A.3 Prepare a property map using the City's boundary map and available County records to approximate land needed to access, construct and maintain channel improvements. As an alternative to land purchase, illustrate approximate limits of easements or reserves as needed to contain the proposed improvements along Styx Creek.	24.0	24.0		
A.4 Review the project and property maps with City staff and develop construction strategies and project phasing for the plan. (If requested) present improvement concepts to the Mulvane Planning Commission, Mulvane Tree Board and other community groups for commenting. <i>NOTE: We recommend City staff and the City Council review any proposed future land or easement acquisitions prior to public presentations.</i>	16.0	16.0		
A.5 Prepare a preliminary draft of the "Styx Creek Flood Mitigation Plan" including preliminary cost opinions for each phase of the proposed improvements. Review the draft with City staff, address comments and update to final draft. Present the final draft to the City Council, address comments and update the final plan as directed. <i>NOTE: If requested, prepare a supplemental engineering agreement to prepare design plans for the initial phase of the project.</i>	24.0	24.0		1.0
Total Estimated Person Hours	112.0	96.0	0.0	3.0
Standard Billing Rates	\$175.00	\$85.00	\$150.00	\$65.00
	Sub-Total NTE Engineering Fees			\$ 27,955.00
	Total Estimated In-House Printing and Reproductions			\$ 200.00
	<b>TOTAL ESTIMATED NTE ENGINEERING FEES</b>			<b>\$ 28,155.00</b>

*Exclusions:*

- *Hydrologic and Hydraulic (H/H) modeling and associated computations, including HEC-RAS and/or other flood models, are excluded from the above engineering services.*
- *ALTA/NSPS land title and boundary surveys and topographic/utility surveys are excluded from the above engineering services.*
- *Construction permits, permit applications, flood studies and construction design plans are excluded from the above engineering services.*

**CITY COUNCIL MEETING**  
**MULVANE, KANSAS**  
February 18, 2026

**TO:** Mayor and City Council  
**SUBJECT:** **KDOT CCLIP Grant Application**  
**FROM:** Young & Associates, PA - City Engineer  
**ACTION:** Motion to approve an engineering agreement with Young & Associates, PA

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**Background:**

In 1992 the City Council commissioned a City-wide Drainage Study to examine drainage conditions along Styx Creek. The study included recommendations to improve the channel and increase the capacity of the existing RCB's (Reinforced Concrete Box culverts) by 50%, from First St. to north of Emery.

In 2024 the City examined increasing the Prather St. RCB capacity as part of the Phase 2 Main A Sanitary Sewer construction crossing at Styx Creek. The Prather St. RCB improvements were abandoned due to construction space limitations, scheduling and financing concerns.

**Analysis:**

In 2025 the City reviewed the eligibility requirements for a KDOT CCLIP grant (City Connecting Link Improvement Program). If awarded, this grant would help fund the RCB improvements on Main St. (KDOT K-53) including adjacent channel work. The Main St. RCB is located between 2nd Ave. and 3rd Ave. The proposed RCB improvements would have a number of challenges, including (see photos right):

- Property acquisition(s) and building demolition(s).
- Large tree removals, concrete wall removal and reconstruction.
- Extension of the north end of the proposed RCB's.
- Sidewalk and railing improvements.
- Gas, water and other utility conflicts.
- Pavement, curb & gutter and sidewalk replacements and traffic control.

The CCLIP application will require identifying the project scope, preparation of a project map and detailed cost estimate. City staff will coordinate with KDOT officials to establish the appropriate grant category, grant rules and procedures and matching fund percentages. Pending KDOT acceptance of the City's CCLIP application, City staff will prepare a project proposal, budget and KDOT grant agreement for City Council consideration.



Styx Creek RCB, North Side of Main Street



Styx Creek Channel, North of Main Street

To initiate the application process City staff would like to engage the City Engineer to prepare a preliminary layout of the RCB improvements and associated channel grading improvements. This work would include obtaining preliminary surveys as needed to identify the major construction elements and approx. limits of construction and prepare material and cost opinions for the project.

February 18, 2026

Page 2 of 2

**Financial Considerations:**

Y&A have prepared an engineering services agreement for the work outlined above in an amount estimated not to exceed \$17,880.00. Engineering services would be paid from the 1% Sales Tax.

**Legal Considerations:**

Per City Attorney.

**Recommendation/Action:**

Staff recommends the City Council approve an agreement with Young & Associates, PA for engineering services as outlined in Exhibit A of their agreement for "KDOT Application for CCLIP Grant – Concept Layout and Cost Opinions".

**Sample Motion:**

*I move the City enter into an agreement with Young & Associates, P.A. for engineering services for "KDOT Application for CCLIP Grant – Concept Layout and Cost Opinions" as presented.*

**Contract Agreement**  
for  
Civil Engineering Services  
between  
THE CITY OF MULVANE, KANSAS  
and  
YOUNG & ASSOCIATES, PA

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2026 between the City of Mulvane, Kansas (OWNER) and Young & Associates, P.A. (ENGINEER). OWNER intends to retain the ENGINEER to provide professional engineering services as required for KDOT Application for CCLIP Grant – Concept Layout and Cost Opinions (the “Project”) in Mulvane, Sedgwick-Sumner County, Kansas.

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

1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this agreement applies as hereinafter provided. These services will include serving as OWNER’s professional engineering representative for the Project, providing professional engineering consultation and advice.
2. After authorization to proceed with Civil Engineering services the ENGINEER shall:
  - 2.1 Prepare for, coordinate with, and respond to independent review meetings in conjunction with City Staff to determine the acceptability of the Project. Prepare and present Project updates to OWNER.
  - 2.2 Perform the Work Task Items as outlined in Exhibit A – Scope of Work and Fee Estimate, Engineering Services for “KDOT Application for CCLIP Grant – Concept Layout and Cost Opinions”, dated February 18, 2026.
3. Prepare to serve as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
4. ENGINEER shall procure and maintain insurance for protection from claims under workers’ compensation acts, claims of damage because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from.
5. OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:
  - 5.1 Designate a person to act as OWNER’s representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER’s policies and decisions with respect to ENGINEER’s services to the Project.
  - 5.2 Provide all criteria and full information as to OWNER’s requirements for the Project, including objectives and constraints, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
  - 5.3 Assist ENGINEER by placing at ENGINEER’s disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

- 5.4 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 5.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
- 5.6 Bear all costs incident to compliance with the requirements of this Contract.
6. The provisions of this Section and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
7. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of the performance of the ENGINEER's services shall be adjusted equitably.
8. If ENGINEER's services during the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 10.
9. OWNER shall pay ENGINEER for Basic Civil Engineering services ("Basic Services") rendered under paragraph 2 on the basis of the total estimated not-to-exceed lump sum fee of \$17,880.00.

Billing for the Basic Services rendered, upon final approval by the OWNER, may be submitted to the OWNER for payment. Reimbursable expenses including printing and reproductions and permit fees shall be billed at their actual costs and shall not include a handling fee. Monthly billings may be submitted by ENGINEER based on the percentage of work completed to date.

10. In the event of termination by OWNER upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's salary costs times a factor of 1.75 for services rendered during that phase to date of termination.
11. The obligation to provide future services under this Agreement may be terminated by either party upon 30 days written notice through no fault of the terminating party.
12. This Agreement is to be governed by the law of the State of Kansas.
13. OWNER and ENGINEER each is hereby bound and the successors, executors, administrators, and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and other obligations of this Agreement.

14. Neither OWNER nor ENGINEER shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent associates and consultants as ENGINEER may deem appropriate to assist in the performance of service hereunder.
15. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

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

CITY OF MULVANE, KANSAS

YOUNG & ASSOCIATES, PA

---

Brent Allen, Mayor

---

Christopher R. Young, PE

Address for giving notices:

211 North 2<sup>nd</sup> Street  
Mulvane, KS 67110

Address for giving notices:

100 South Georgie Ave.  
Derby, KS 67037

ATTEST:

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Debra M. Parker, City Clerk

## **EXHIBIT A - SCOPE OF WORK AND FEE ESTIMATE**

## Engineering Services for “KDOT Application for CCLIP Grant – Concept Layout and Cost Opinions”

RCB Improvements in Main St at Styx Creek, Mulvane, Sedgwick-Sumner County, Kansas

(Draft) Prepared: February 18, 2026

Task Items:	A. Preliminary Plan Development	Classification			
		PE Licensed Engineer	CADD Cad/Engineer Tech	SURV GPS/Field Survey	ADMIN Admin. Assistant
A.1 Perform a topographic survey of the proposed RCB improvements across Main St. at Styx Creek. Locate existing RCB, wing-walls, concrete hub guards, adjacent sidewalks and railings, trees, concrete retaining walls, utilities (flagged by utility companies) and spot elevations. Survey limits are estimated to extend from 80-ft south to 143-ft north of CL Main St.		2.0	8.0	4.0	1.0
<i>NOTE: We anticipate GPS signal loss due to the existing trees, building and walls. Y&amp;A will coordinate with Geodecke Survey, LLC on field survey data collection and mapping.</i>					
A.2 Prepare a Project Map as required for the CCLIP application. Layout the proposed RCB improvements (based on increasing total hydraulic capacity by 50%) and adjacent channel improvements. Identify the limits of demolition, potential utility conflicts and pavement removals/replacements. Review the Project Map with City staff and address any concern.		16.0	12.0		
A.3 Prepare preliminary material quantity estimates and cost opinions based on A.3 above. (If requested) present the proposed layout to the Mulvane Planning Commission, Tree Board and/or City Council for commenting.		8.0	8.0		
<i>NOTE: We recommend City staff and the City Council review any proposed future land or easement acquisitions prior to public presentations.</i>					
A.4 Perform a (preliminary) State permit review to determine required permits for the proposed improvements, including but not limited to KSA 82a-301-305a "Dams, Stream Obstructions and Channel Changes and KSA 24-126 Levees and Floodplain Fills" from KDA-DWR, USACE, Kansas Historical Society and Kansas Wildlife and Parks.		6.0	16.0		
<i>NOTE: This review will determine permit fee costs to be added to the CCLIP cost estimate, including any "stream mitigation" fees.</i>					
A.5 Prepare a "Project Costs Estimate" including engineering, inspection, ROW/property acquisition, utility adjustments and construction cost opinions. Assist City staff in completing the CCLIP application. (If requested) prepare a supplemental engineering agreement for site civil and utility design, project bid documents and construction oversight.		8.0	16.0		1.0
<i>NOTE: RCB structural design plans, including RCB wing-walls and any channel retaining walls, structural specifications, H&amp;H bridge and/or floodway modeling and RCB and wall construction inspections would be contracted directly to a licensed structural engineer.</i>					
Total Estimated Person Hours	40.0	60.0	4.0	2.0	
Standard Billing Rates	\$175.00	\$85.00	\$150.00	\$65.00	
Sub-Total Estimated NTE Engineering Fees					\$ 12,830.00
Total Estimated In-House Printing and Reproductions					\$50.00
Total Estimated Outsourced Survey Services (to be invoiced at cost with no mark-up charges)					\$ 5,000.00
<b>TOTAL ESTIMATED NTE ENGINEERING FEES</b>					<b>\$ 17,880.00</b>

### *Exclusions:*

- *Hydrologic and Hydraulic (H/H) modeling, including HEC-RAS or other flood models and computations are excluded from the above engineering services.*
- *ALTA/NSPS land title and boundary surveys are excluded from the above engineering services.*
- *Construction permits, permit applications, flood studies and construction design plans are excluded from the above engineering services.*

**CITY COUNCIL MEETING**  
**MULVANE, KANSAS**  
February 18, 2026

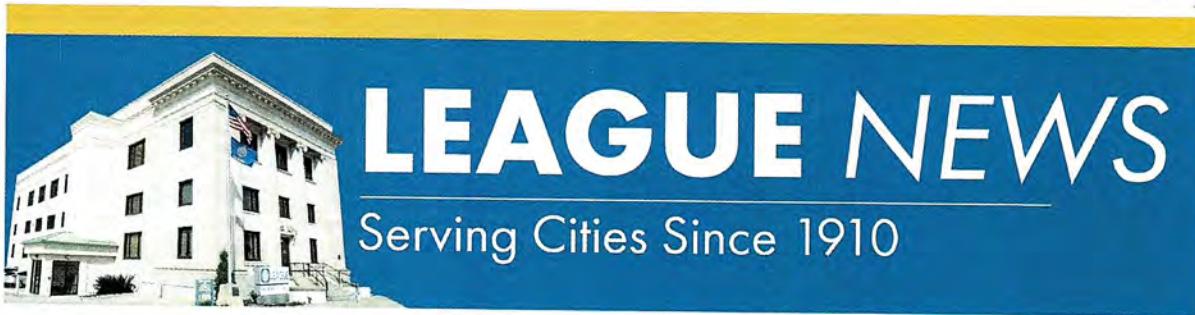
**TO:** The Honorable Mayor and City Council  
**SUBJECT:** **Engineer's Report on Infrastructure Projects**  
**FROM:** Christopher R. Young, PE, City Engineer  
**ACTION:** Status Updates on City Infrastructure Projects

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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
<b>Phase 4 Main A Sanitary Sewer Improvements</b> <i>(Bond Issue funding)</i>	<p><u>Completed to Date:</u> All sanitary sewer and manhole installations have been completed. All pavement sub-grades in Charles, except at the Franklin intersection, have been installed. Wet conditions north of K-15 have delayed final pipe and MH testing.</p> <p><u>Remaining Work:</u> Remaining work includes testing of pipe and manholes north of K-15, the final connection (and transfer of flow) into the existing manhole east of the Settler's Addition, asphalt and concrete pavement repairs and site restoration.</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>
<b>English Park Pedestrian Bridge</b> <i>(Special Sales Tax)</i>	<p><u>Completed to Date:</u> <i>(no change)</i> The Contractor has completed site grading for the bridge including adjacent storm sewer inlet and pipe. PE sealed shop drawings are under review.</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. Pay Application No. 1 was submitted on 1/23/26 in the amount of \$63,952.65 which represents approx. 25% of the total current contract amount, less 10% held in retainage.</p>

**From:** League of Kansas Municipalities <webmaster@lkm.org>  
**Sent:** Tuesday, January 27, 2026 10:36 AM  
**To:** Debbie Parker  
**Subject:** League News | January 27, 2026



## Avoid Common Pitfalls: Understanding KOMA in Practice

Join us on **Thursday, February 26 from 10:00 a.m. - 11:30 a.m.** for our KOMA for Elected Officials webinar. Even small oversights in open meetings can create big problems. This webinar helps elected officials navigate the Kansas Open Meetings Act with confidence. Learn what counts as a meeting, how to handle serial communications, and what to do (and not do) in executive sessions.

The course will be taught live via webinar, but all pre-registered attendees will receive a copy of the video presentation. The cost to attend is \$75 for members, \$100 for nonmembers and includes the Kansas Open Meetings Act Manual - a \$60 value.

[REGISTER HERE](#)

## 2026 KCCM Conference

Register for the 2026 Kansas City/County Manager Conference (KCCM), happening **April 30–May 1** at the Oread Hotel in Lawrence, Kansas. Hosted by the KU Public Management Center, this year's theme—"Running on empty? Recharge at KCCM"—invites local government leaders to pause, refocus, and reenergize through inspiring speakers, practical sessions, and meaningful collaboration. Attendees can also look forward to a new Wednesday night social mixer to kick off the conference and connect with colleagues.

CASH & BUDGET STATEMENT									
Fund	January 2026								
	Begin Bal	Revenue	Expenses	End Bal	Budget	YTD Rev	YTD Exp	Remaining	% Spent
General*	4,486,902.55	1,445,536.20	1,137,495.94	4,790,120.72	9,608,445	1,445,536.20	1,137,495.94	8,470,949.06	11.84%
Administration			739,385.18		3,433,750		739,385.18	2,694,364.82	21.53%
Public Works			83,352.02		1,065,104		83,352.02	981,751.98	7.83%
Police			154,918.38		2,508,015		154,918.38	2,353,096.62	6.18%
Fire			33,984.54		676,380		33,984.54	642,395.46	5.02%
Ambulance			116,270.64		1,831,696		116,270.64	1,715,425.36	6.35%
Planning & Zoning			9,585.18		93,500		9,585.18	83,914.82	10.25%
Employee Benefit	1,049,738.52	1,046,164.96	107,103.58	1,983,011.29	2,373,388	1,046,164.96	107,103.58	2,266,284.42	4.51%
Debt Service	116,907.31	1,342,322.76	-	1,459,230.07	2,652,881	1,342,322.76	-	2,652,881.00	0.00%
Capital Improvements	633,687.93	379.34	-	634,067.27	609,150	379.34	-	609,150.00	0.00%
Special Liability	213,748.75	4,456.14	4,200.00	211,954.89	204,100	4,456.14	4,200.00	199,900.00	2.06%
Industrial Development	187,294.29	247.58	-	187,541.87	187,750	247.58	-	187,750.00	0.00%
Library	763.62	329,649.03	-	330,412.65	643,470	329,649.03	-	643,470.00	0.00%
Special Alcohol	38,352.56	-	-	38,352.56	35,816	-	-	35,816.00	0.00%
Swimming Pool	3,729.28	-	210.22	3,429.23	205,159	-	210.22	204,948.78	0.10%
Sr. Center	24,466.74	1,775.90	13,832.79	11,413.82	223,452	1,775.90	13,832.79	209,619.21	6.19%
Library Sales Tax	83,418.28	-	5,704.04	77,714.24	77,683	-	5,704.04	71,978.96	7.34%
1% Sales Tax	1,758,303.09	87,810.23	-	1,843,979.32	1,965,944	87,810.23	-	1,965,944.00	0.00%
Special Highway	552,557.26	47,493.30	4,947.01	595,902.21	445,485	47,493.30	4,947.01	440,537.99	1.11%
Special Parks	139,964.32	-	10,232.53	138,474.36	273,503	-	10,232.53	263,270.47	3.74%
Transient Guest Tax	752,920.90	156,372.13	6,713.00	902,580.03	1,094,545	156,372.13	6,713.00	1,087,832.00	0.61%
Mulvane Land Bank	17,341.07	-	-	17,341.07	16,110	-	-	16,110.00	0.00%
Electric	7,241,787.02	391,815.34	53,028.67	7,300,783.34	7,215,747	391,815.34	53,028.67	7,162,718.33	0.73%
Water	1,073,723.64	75,693.57	86,541.51	1,059,719.23	1,662,804	75,693.57	86,541.51	1,576,262.49	5.20%
Wastewater	1,527,282.78	139,818.50	74,201.11	1,611,555.93	2,315,096	139,818.50	74,201.11	2,240,894.89	3.21%
Storm Sewer	522,956.15	4,546.65	1,715.00	526,129.29	254,442	4,546.65	1,715.00	252,727.00	0.67%
Municipal Equipment Reserve	463,059.73	-	-	463,059.73	0	-	-	-	-
ARPA	-	-	-	-	0	-	-	-	-
<b>TOTAL</b>	<b>20,888,905.79</b>	<b>5,074,081.63</b>	<b>1,505,925.40</b>	<b>24,186,773.12</b>	<b>32,064,970</b>	<b>5,074,081.63</b>	<b>1,505,925.40</b>	<b>30,559,044.60</b>	<b>4.70%</b>



# MOBILE OUTREACH EVENT



**Tuesday and Wednesday FEB 24<sup>th</sup> – 25<sup>th</sup> 2026 9:00am – 4:00pm**

**TWO DAYS ONLY !!!!!**

**AT THE PIX, 101 E MAIN ST, MULVANE, KS**

**A REPRESENTATIVE FROM THE KANSAS OFFICE OF VETERANS SERVICES WILL BE AVAILABLE TO ASSIST WITH ALL OF THE FOLLOWING STATE AND FEDERAL BENEFITS:**

**RESOURCES AVAILABLE:**

- \* VA HEALTHCARE ENROLLMENT
- \* VA DISABILITY CLAIM INFORMATION AND FILING
- \* OBTAINING MILITARY RECORDS/DD214
- \* PACT ACT INFORMATION
- \* SURVIVING SPOUSE BENEFITS AND INFORMATION
- \* SOLDIER HOMES AND CEMETERIES
- \* STATE BENEFITS AND MUCH MORE

CONTACT MARK NANSEL @ [MARK.NANSEL@KS.GOV](mailto:MARK.NANSEL@KS.GOV) OR 785-480-0958 FOR MORE INFORMATION

**Items to Bring: Discharge Papers (DD 214), Marriage Certificate, Children's Birth Certificates if under 18 years of age or going to school full time, and Questions**



## **Agenda Section - Attorney**

### **February 18, 2026 Executive Session Script**

**BEFORE:**

**Mayor:** I would entertain a motion to recess this meeting to an Executive Session for the purpose of:

- (1) Justification - Discussion of matters deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2);
- (2) Purpose – Consultation with the City Attorney deemed privileged in the attorney-client relationship.

For a period not to exceed 10 minutes, said regular meeting to reconvene in open session at approximately \_\_\_\_\_ p.m.

Said Executive Session to include the Mayor, City Council, City Administrator, and the City Attorney.

Motion by \_\_\_\_\_, second by \_\_\_\_\_, Vote.

**AFTER:**

**Mayor:** I would now entertain a motion to reconvene the regular meeting of the City Council.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to reconvene the City Council meeting.  
Motion approved unanimously.

**Mayor:** Let the record reflect that no decisions were made during the Executive Session.

**NEXT AGENDA ITEM**

**CITY COUNCIL MEETING**  
**February 18<sup>th</sup>, 2026**

**TO:** Mayor and City Council  
**SUBJECT:** Purchase of a blower for the wastewater treatment plant.  
**FROM:** Director of Utility Generation  
**AGENDA:** Consent

---

**Background:** There are two regenerative blowers located at the Casino headworks building at the sewer plant. These blowers supply the air for the grit and grease removal system. One blower is on for twenty-four hours then they switch and the other blower is on. These blowers are very low maintenance. There is no oil to change, just an air filter. Maintaining the air for the diffusers is critical for proper grit and grease removal.

In December of 2025, one of the blowers failed. The failure was detected by an employee while making the daily routine morning inspection at 7:00 that next morning. After taking the blower to a local shop for inspection, it was determined that the blower was not repairable. We also installed the spare blower at that time. It too, however, has not been working as it should, which is why we are ordering two.

These blowers are important to the grit and grease removal process. We have tried cheaper versions of these blowers, but none have lasted as long as the ones originally installed. After obtaining approval from the City Administrator to place this purchase on the Consent Agenda, we ordered two blowers from AMETEK Technical & Industrial Products.

**Legal Considerations:** None.

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

**Recommendations/Action:** A motion to approve the purchase of two DR 633 regen blowers for \$21,591.08 with additional charges for freight.

Submitted by

Brian Bradshaw

**MAKE PURCHASE ORDER OUT TO:**

AMETEK  
Technical & Industrial Products, Inc.  
1210 NC HWY 1671  
Whitsett, NC 27377 USA  
Ofelia Millan  
ofelia.millan@ametek.com  
rick@industrialairtechnology.com

**SOLUTION CREATED BY:**

INDUSTRIAL AIR TECHNOLOGY LLC  
Rick Wohlfarth  
17204 W 814th Street  
Lenexa, Kansas 66219  
United States  
(913) 825-3974

**QUOTE CREATED FOR:**

CITY OF MULVANE  
Brian Bradshaw  
N Pope Rd  
Mulvane Kansas, 67110 United States  
316-777-9775  
flushandforget@sbcglobal.net

**Introduction:**

Thank you for the opportunity to quote Bison® solutions. Please see the following solution.

PART NUMBER	CUSTOMER MODEL NUMBER	DESCRIPTION	QTY	PRICE PER ITEM	NET TOTAL	LEAD TIME
081691000		DR633AY72M 7.5HP 3PH 208-230/460V BLWR ASSY REV K 8-31-16 DMR #42	2.00	USD 10,795.54	USD 21,591.08	
					USD 21,591.08	

**Notes:****Quote Valid for 30 Days****WIRE / ACH TO:**

AMETEK INC - TIP  
JP MORGAN CHASE BANK NA  
1 Chase Manhattan Plaza/ABA021000021  
BIC ID# CHASUS 33 Acct#304285366  
NEW YORK NY 10081  
US

Credit Card (CWO/CIA) Orders: All credit card, CWO (Cash with Order), and CIA (Cash In Advance) orders will be charged a 3% Convenience fee.  
Incoterms: Exworks, AMETEK dock or as noted below

Payment: US Dollars

Terms: Net 30 or as determined by AMETEK Credit Department.

\* Please call for confirmation if delivery is critical.

Thank you for your continued interest in Bison®. Please contact your sales office listed above with any questions, for additional information, or to place an order.

February 10, 2026

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

Re: **Pedestrian Bridge Improvements to serve English Park**  
Mulvane, Sedgwick County, Kansas  
Y&A Project No. 24-505

Dear Mr. St. John:

Transmitted herewith is a signed PDF copy of Payment Application No. 1 submitted by PSE Contractors, LLC for the above referenced project. Based on field observations performed on 2/9/26 we concur with the amount of work completed and associated payment request for \$63,952.65 as outlined below.

- Payment Application No. 1 represents approx. 25% of the total contract amount (total amount requested before 10% retainage deduction, \$71,058.50 / total current contract amount, \$280,512.50).
- Per the contract documents, 10% of the value of the work has been retained.
- We estimate approx. 26% of the total work as been completed. To date, the Contractor has completed channel grading and the erosion control turf mat and storm sewer inlet box installations. PE sealed shop drawings have been submitted and are under review.
- Remaining work includes the bridge abutments, sidewalks, pedestrian bridge and misc. site work.

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: PSE Contractors, LLC PROJECT: Pedestrian Bridge Improvements  
City of Mulyane, Sedgewick County, Kansas

Payment Application No.: 1  
Payment Application Date: November 20, 2025  
Contract Date: August 4, 2025

1.	ORIGINAL CONTRACT AMOUNT	\$ 280,512.50
2.	Net Change by Change Order	\$ -
3.	CONTRACT AMOUNT TO DATE <i>(1. + 2.)</i>	\$ 280,512.50
4.	TOTAL COMPLETED TO DATE <i>(Column C from page 2)</i>	\$ 71,058.50
5.	Retainage <i>(4. x 0.10)</i>	\$ 7,105.85
6.	Total Earned, Less Retainage <i>(4. - 5.)</i>	\$ 63,952.65
7.	Less Previous Payments	\$ -
8.	Current Payment Due	\$ 63,952.65
9.	Balance to Finish <i>(including retainage, 3. - 6.)</i>	\$ 216,559.85

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: John P. Mohr  
By: John P. Mohr (Name) (Title)

Date: 11/23/2026

State of Kansas  
County of Sedgwick

Subscribed and sworn before me this 23<sup>rd</sup> day of January 2025. 2026

Notary Public: Ken Jol  
Commission Expires: 06/02/2027

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: \$ 63,952.65

ENGINEER: Young & Associates, PA  
By:   
Christopher R. Young, PE, Project Manager

ACCEPTANCE BY OWNER: City of Mulvane, Kansas  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Austin St. John, City Administrator

Item No.	Description	Scheduled Values			Work Completed from Previous Pay Application		Total Work Completed to Date		Amount Due this Period (C-B)	Retainage this Period, 10% (D)	Due this Period, Less Retainage (C-B)-(D)
		Quant.	Units	Unit Price*	Extension (A)	Previous Quantity	Extension (B)	Quantity To Date			
1.	Steel Truss Ped Bridge w/Abutments	1	LS	\$ 142,950.00	\$142,950.00	0	\$0.00	0	\$0.00	\$ -	\$0.00
2.	Channel Grading	1	LS	15,000.00	15,000.00	0	0.00	1	15,000.00	1,500.00	13,500.00
3.	24" RCP Storm Sewer	20.0	LF	220.00	4,400.00	0.0	0.00	20.0	4,400.00	440.00	3,960.00
4.	24" RCP End Section	1	EA	2,200.00	2,200.00	0	0.00	1	2,200.00	220.00	1,980.00
5.	Curb Inlet, Type 1-A (L=5', W=3')	1	EA	9,900.00	9,900.00	0	0.00	1	9,900.00	990.00	8,910.00
6.	Light Rock Rip-Rap	15.3	SY	100.00	1,530.00	0.0	0.00	15.3	1,530.00	153.00	1,377.00
7.	Turf Mat Reinforcement	4,316.0	SF	2.50	10,790.00	0.0	0.00	4,316.0	10,790.00	1,079.00	9,711.00
8.	4" Conc. Sidewalk w/Thickened Edge	155.7	LF	150.00	23,355.00	0.0	0.00	0.0	0.00	0.00	0.00
9.	Detectable Warning for Curb Ramp	1	LS	2,500.00	2,500.00	0	0.00	0	0.00	0.00	0.00
10.	Handicap Hand Rail	188.8	LF	125.00	23,600.00	0.0	0.00	0.0	0.00	0.00	0.00
11.	2'-6" Curb & Gutter (3-5/8" Roll-Back)	23.6	LF	75.00	1,770.00	0.0	0.00	0.0	0.00	0.00	0.00
12.	Concrete Sidewalk Removal	659.2	SF	5.00	3,296.00	0.0	0.00	659.2	3,296.00	3,296.00	329.60
13.	Concrete Pad Removal	48.0	SF	5.00	240.00	0.0	0.00	48.0	240.00	24.00	216.00
14.	Asphalt Pavement Removal	32.5	SY	45.00	1,462.50	0.0	0.00	32.5	1,462.50	146.25	1,316.25
15.	Concrete Curb & Gutter Removal	30.0	LF	5.00	150.00	0.0	0.00	0.0	0.00	0.00	0.00
16.	Concrete Flume Removal	48.0	SF	5.00	240.00	0.0	0.00	48.0	240.00	24.00	216.00
17.	Gravel Surfacing Rem. & Repl.	47.8	SY	55.00	2,629.00	0.0	0.00	0.0	0.00	0.00	0.00
18.	Seeding and Erosion Control BMP's	1	LS	9,500.00	9,500.00	0	0.00	1	9,500.00	950.00	8,550.00
19.	Site Clearing and Restoration	1	LS	25,000.00	25,000.00	0	0.00	0.5	12,500.00	1,250.00	11,250.00
					\$280,512.50		\$0.00		\$71,058.50	\$71,058.50	\$7,105.85
											\$63,952.65

**PSE CONTRACTORS LLC**

3512 W. PAWNEE ST.  
WICHITA, KS 67213  
316-945-6500

Customer: City of Mulvane  
Job Name: English Park Ped Bridge  
Contract / Project #: 250240-000 / 24-505  
Invoice / Pay App #: 25-390- 01  
Date: 11/20/2025

Item					\$ 280,512.50		Work Completed		10%		
	Qty	UM	Schedule of Values Description	Price per Qty	Subcontract Line Amount	Previous Pay Request	This Period	Total Complete to Date	% To Date	Balance to Complete	Retainage
1	1	LS	Steel Truss Pedestrian Bridge w/Bridge Abutments	142950	\$ 142,950.00	\$ -	\$ -	\$ -	0%	\$ 142,950.00	-
2	1	LS	Channel Grading (estimate 1,000 CY)	15000	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	100%	\$ -	1,500.00
3	20	LF	24" RCP Strom Sewer	220	\$ 4,400.00	\$ -	\$ 4,400.00	\$ 4,400.00	100%	\$ -	440.00
4	1	EA	24" RCP End Section	2200	\$ 2,200.00	\$ -	\$ 2,200.00	\$ 2,200.00	100%	\$ -	220.00
5	1	EA	Curb Inlet, Type 1-A (L=5', W=3')	9900	\$ 9,900.00	\$ -	\$ 9,900.00	\$ 9,900.00	100%	\$ -	990.00
6	15.3	SY	Light Rock Rip-Rap	100	\$ 1,530.00	\$ -	\$ 1,530.00	\$ 1,530.00	100%	\$ -	153.00
7	4316	SF	Turf Mat Reinforcement	2.5	\$ 10,790.00	\$ -	\$ 10,790.00	\$ 10,790.00	100%	\$ -	1,079.00
8	155.7	LF	4" Concrete Sidewak w/Thickened Edge	150	\$ 23,355.00	\$ -	\$ -	\$ -	0%	\$ 23,355.00	-
9	1	LS	Detectable Warnig for Curb Ramp	2500	\$ 2,500.00	\$ -	\$ -	\$ -	0%	\$ 2,500.00	-
10	188.8	LF	Handicap Hand Rail	125	\$ 23,600.00	\$ -	\$ -	\$ -	0%	\$ 23,600.00	-
11	23.6	LF	2'-6" Combined Curb & Gutter (3-5/8" Roll Back)	75	\$ 1,770.00	\$ -	\$ -	\$ -	0%	\$ 1,770.00	-
12	659.2	SF	Concrete Sidewak Removal	5	\$ 3,296.00	\$ -	\$ 3,296.00	\$ 3,296.00	100%	\$ -	329.60
13	48	SF	Concrete Pad Removal	5	\$ 240.00	\$ -	\$ 240.00	\$ 240.00	100%	\$ -	24.00
14	32.5	SY	Asphalt Pavement Removal	45	\$ 1,462.50	\$ -	\$ 1,462.50	\$ 1,462.50	100%	\$ -	146.25
15	30	LF	Concrete Curb & Gutter	5	\$ 150.00	\$ -	\$ -	\$ -	0%	\$ 150.00	-
16	48	SF	Concrete Flume Removal	5	\$ 240.00	\$ -	\$ 240.00	\$ 240.00	100%	\$ -	24.00
17	47.8	SY	Gravel Surfacing Removal & Replacement	55	\$ 2,629.00	\$ -	\$ -	\$ -	0%	\$ 2,629.00	-
18	1	LS	Seeding and Erosion Control BMP's	9500	\$ 9,500.00	\$ -	\$ 9,500.00	\$ 9,500.00	100%	\$ -	950.00
19	1	LS	Site Clearing and Restoration	25000	\$ 25,000.00	\$ -	\$ 12,500.00	\$ 12,500.00	50%	\$ 12,500.00	1,250.00
26					\$ -	\$ -	\$ -	\$ -	0%	\$ -	-
27					\$ -	\$ -	\$ -	\$ -	0%	\$ -	-
28					\$ -	\$ -	\$ -	\$ -	0%	\$ -	-
29					\$ -	\$ -	\$ -	\$ -	0%	\$ -	-
30					\$ -	\$ -	\$ -	\$ -	0%	\$ -	-
Subtotal:				\$ 280,512.50	\$ -	\$ 71,058.50	\$ 71,058.50	25%	\$ 209,454.00	\$ 7,105.85	
Retainage:						\$ 7,105.85					
Request for Payment this Application						\$ 63,952.65			Retainage Due	\$ -	

**CITY COUNCIL MEETING**  
**February 18<sup>th</sup>, 2026**

**TO:** Mayor and City Council

**SUBJECT:** Purchase of Ferric Chloride and Sodium Hydroxide.

**FROM:** Wastewater Supervisor

**AGENDA:** Purchase of Sodium Hydroxide and Ferric Chloride from Brenntag

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

Due to the scarce availability of supplies and the increased cost of transportation, the price of these chemicals has increased substantially.

After obtaining approval from the City Administrator to place this purchase on the consent agenda, we ordered the chemicals at a cost of \$38,000.00. This would purchase one load of caustic soda and one load of ferric chloride to be split between the two sites.

**Legal Considerations:** Per City Attorney.

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

**Recommendations/Action:** A motion to approve the purchase of 45,000lbs of ferric chloride for \$19,000.00 and 45,000lbs of sodium hydroxide for \$19,000.00 at a total cost of \$38,000.00. This price includes insurance surcharge and fuel cost. Load may vary slightly but is charged by the pounds delivered.

Submitted by

Brian Bradshaw

**Brenntag Southwest, Inc.**  
**206 E Morrow Rd**  
**Sand Springs, OK 74063**

PO# 085879

To: City of Mulvane, C # 614299  
Attn: Brian Bradshaw  
From: Darren Cox  
CC: Elizabeth Harrington  
Date: January 30, 2026  
Subject: Quote for the Wastewater Plant

Thank you for the opportunity to quote on your chemical requirements

Please review the following chemical pricing. Pricing should hold for 30 days

Product Name	Product Code	Container	Price	Price / Pkg	Item Total
Ferric Chloride 38-42% NSF	223630	21,500 lbs. 30,000 lbs. 45,000 lbs.	\$0.41/lb.	\$9,015.00 \$12,300.00 \$18,750.00	\$39,065.00
Tax					\$0.00
Transportation Charge					\$250.00
MOS					\$0.00
Total					\$39,315.00 \$12,300.00 \$18,750.00

Pricing includes delivery. 22,000 lbs. is an approximate 2000 gallon Load. Load may vary slightly but is charged by the pounds delivered. Weight per gallon is 11.42 lbs.

If you have any questions, or need any further information, please do not hesitate to give me a call. You can reach me anytime on my cell phone at (316) 706-9516.

Thanks

Darren Cox  
Account Executive  
Brenntag Southwest, Inc.

Received  
BB

2-6-26

Brenntag Southwest, Inc.  
1520 N Barwise  
Wichita, KS 67214

To: City of Mulvane, C # 614299  
Attn: Brian Bradshaw  
From: Darren Cox  
CC: Elizabeth Harrington  
Date: January 30, 2026  
Subject: Quote for the Wastewater Plant

P# 665879

Thank you for the opportunity to quote on your chemical requirements.

Please review the following chemical pricing. Pricing should hold for 30 days.

Product Name	Product Code	Container	Price	Price / Pkg	Item Total
Caustic Soda 30% Diaphragm	279149	21,500 lbs. 22,000 lbs. 45,000 lbs.	\$0.41/lb.	\$8,815.00 \$9,000.00 \$18,450.00	\$16,265.00
Tax					\$0.00
Transportation Charge					\$250.00
MOS					\$0.00
Total					\$16,515.00

16,000  
Pricing includes delivery. Caustic Soda 30% Diaphragm - 22,000 lbs. is an approximate 2000-gallon Load. Load may vary slightly but is charged by the pounds delivered. Weight per gallon is 11.11 Lbs.

If you have any questions, or need any further information, please do not hesitate to give me a call. You can reach me anytime on my cell phone at (316) 706-9516.

Thanks,

Darren Cox  
Account Executive  
Brenntag Southwest, Inc.

Received  
BB  
2-5-26



Mulvane, KS

**Check Report**

By Check Number

Date Range: 01/01/2026 - 01/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: APBNK-APBNK-POOL</b>						
10571	APEX EXCAVATING LLC	01/08/2026	Regular	0.00	648,987.75	65739
10625	EMPAC INC.	01/08/2026	Regular	0.00	748.80	65740
00461	EVERGY	01/08/2026	Regular	0.00	12,922.57	65741
00152	GARNETT AUTO SUPPLY, INC.	01/08/2026	Regular	0.00	984.04	65742
10225	KANSAS ASSOCIATION OF CITY/COUNTY	01/08/2026	Regular	0.00	200.00	65743
00215	KANSAS MUNICIPAL UTILITIES INC	01/08/2026	Regular	0.00	65.00	65744
00224	KANSAS STAR CASINO	01/08/2026	Regular	0.00	10,737.92	65745
10552	KONICA MINOLTA BUSINESS SOLUTIONS	01/08/2026	Regular	0.00	7,732.71	65746
10552	KONICA MINOLTA BUSINESS SOLUTIONS	01/08/2026	Regular	0.00	310.00	65747
10326	Konica Minolta Premier Finance	01/08/2026	Regular	0.00	659.31	65748
00249	LEAGUE OF KS. MUNICIPALITIES	01/08/2026	Regular	0.00	5,152.57	65749
00282	MULVANE CHAMBER OF COMMERCE	01/08/2026	Regular	0.00	6,713.00	65750
10349	NATHAN WERTH	01/08/2026	Regular	0.00	1,755.00	65751
00112	RK BLACK INC	01/08/2026	Regular	0.00	74.20	65752
00104	RODNEY L SCHUMOCK	01/08/2026	Regular	0.00	365.00	65753
10734	SANDIFER ENGINEERING & CONTROLS	01/08/2026	Regular	0.00	480.00	65754
00364	SUMNER COUNTY ECONOMIC DEVELOPMENT	01/08/2026	Regular	0.00	3,041.89	65755
00426	TYLER TECHNOLOGIES INC	01/08/2026	Regular	0.00	42,553.24	65756
**Void**						
10620	WICHITA REGIONAL CHAMBER OF COMMERCE,	01/08/2026	Regular	0.00	0.00	65757
00469	WICHITA STATE UNIVERSITY	01/08/2026	Regular	0.00	5,000.00	65758
10107	ACTIVE 911, INC.	01/15/2026	Regular	0.00	950.00	65759
10493	AMAZON	01/15/2026	Regular	0.00	1,197.20	65765
01218	AMERICAN FENCE COMPANY INC	01/15/2026	Regular	0.00	927.37	65766
10683	AMERICAN PUBLIC WORKS ASSOCIATION	01/15/2026	Regular	0.00	200.14	65767
00463	BERRY COMPANIES INC	01/15/2026	Regular	0.00	300.00	65768
01118	BEST SUPPLY CO. INC	01/15/2026	Regular	0.00	28.56	65769
00242	BORDER STATES ELECTRIC	01/15/2026	Regular	0.00	149.43	65770
00051	BRENNETAG SOUTHWEST, INC	01/15/2026	Regular	0.00	153.25	65771
01117	CARSON BANK	01/15/2026	Regular	0.00	1,417.63	65772
09957	CARSON INSURANCE GROUP	01/15/2026	Regular	0.00	360.00	65773
10499	CENTER POINT, INC.	01/15/2026	Regular	0.00	200.00	65774
00101	CHRISTOPHER DAVIS	01/15/2026	Regular	0.00	51.54	65775
00092	COX COMMUNICATIONS	01/15/2026	Regular	0.00	800.00	65776
00092	COX COMMUNICATIONS	01/15/2026	Regular	0.00	2,681.32	65777
01039	DIGITAL MARKETS INC	01/15/2026	Regular	0.00	116.50	65778
09885	ED M. FELD EQUIPMENT CO., INC.	01/15/2026	Regular	0.00	4,331.00	65779
10659	EPR SYSTEMS USA INC	01/15/2026	Regular	0.00	6,912.01	65780
10701	FINALCOVER LLC	01/15/2026	Regular	0.00	2,710.00	65781
10547	FIRST WIRELESS, INC.	01/15/2026	Regular	0.00	4,545.00	65782
00145	FOUR STATE MAINTENANCE SUPPLY INC	01/15/2026	Regular	0.00	399.17	65783
10724	FOXSTER OPCO, KKC	01/15/2026	Regular	0.00	224.85	65784
00149	GALAXIE BUSINESS EQUIPMENT, INC.	01/15/2026	Regular	0.00	1,000.00	65785
10347	GIS WORKSHOP, LLC	01/15/2026	Regular	0.00	550.23	65786
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	01/15/2026	Regular	0.00	1,500.00	65787
10064	HUBER & ASSOCIATES, INC.	01/15/2026	Regular	0.00	952.20	65788
00254	JAMES LARRY LINN, ATTY AT LAW	01/15/2026	Regular	0.00	10,358.00	65789
00031	JOE GRABER	01/15/2026	Regular	0.00	2,000.00	65790
10703	JOHN M MUNDELL	01/15/2026	Regular	0.00	184.75	65791
10391	JOY KAY WILLIAMS	01/15/2026	Regular	0.00	118.96	65792
01034	KANSAS DEPARTMENT OF HEALTH &	01/15/2026	Regular	0.00	2,500.00	65793
00205	KANSAS DEPT OF AGRICULTURE	01/15/2026	Regular	0.00	185.00	65794
00209	KANSAS GAS SERVICE	01/15/2026	Regular	0.00	220.00	65795
00211	KANSAS MAYORS ASSOCIATION	01/15/2026	Regular	0.00	3,103.32	65796
				50.00	65797	

## Check Report

Date Range: 01/01/2026 - 01/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00217	KANSAS ONE-CALL SYSTEM, INC.	01/15/2026	Regular	0.00	155.61	65798
00225	KANSAS STATE FIREFIGHTERS ASSO	01/15/2026	Regular	0.00	160.00	65799
00233	KANSASLAND TIRE CO. INC.	01/15/2026	Regular	0.00	220.00	65800
10778	KENDRA WALLS	01/15/2026	Regular	0.00	4,200.00	65801
10552	KONICA MINOLTA BUSINESS SOLUTIONS	01/15/2026	Regular	0.00	62.00	65802
10552	KONICA MINOLTA BUSINESS SOLUTIONS	01/15/2026	Regular	0.00	439.44	65803
10552	KONICA MINOLTA BUSINESS SOLUTIONS	01/15/2026	Regular	0.00	87.76	65804
10779	KRUSE CORPORATION	01/15/2026	Regular	0.00	5,652.50	65805
00249	LEAGUE OF KS. MUNICIPALITIES	01/15/2026	Regular	0.00	25.00	65806
00252	LIFE-ASSIST, INC.	01/15/2026	Regular	0.00	1,485.96	65807
10645	LUXURY LAWN & LANDSCAPING LLC	01/15/2026	Regular	0.00	220.00	65808
09913	MABCD	01/15/2026	Regular	0.00	1,963.07	65809
00277	MOCIC	01/15/2026	Regular	0.00	150.00	65810
00282	MULVANE CHAMBER OF COMMERCE	01/15/2026	Regular	0.00	330.00	65811
09979	MULVANE COMMUNITY FOUNDATION, INC	01/15/2026	Regular	0.00	25,000.00	65812
00283	MULVANE COOPERATIVE UNION	01/15/2026	Regular	0.00	2,448.48	65813
00283	MULVANE COOPERATIVE UNION	01/15/2026	Regular	0.00	5,783.19	65814
10349	NATHAN WERTH	01/15/2026	Regular	0.00	940.75	65815
01122	OMAHA TRUCK CENTER COMPANY INC	01/15/2026	Regular	0.00	131.31	65816
00307	O'REILLY AUTO ENTERPRISES LLC	01/15/2026	Regular	0.00	252.22	65817
	**Void**	01/15/2026	Regular	0.00	0.00	65818
09985	PETER A. MACKINNEY	01/15/2026	Regular	0.00	2,480.00	65819
00458	PHILIP L. WEISER	01/15/2026	Regular	0.00	150.00	65820
00340	QUILL CORPORATION	01/15/2026	Regular	0.00	106.47	65821
00379	SEDGWICK CO DIVISION OF FINANC	01/15/2026	Regular	0.00	3,645.15	65822
10765	SHAMROCK CAR WASH LLC	01/15/2026	Regular	0.00	282.90	65823
01086	SOUTH WEST BUTLER QUARRY LLC	01/15/2026	Regular	0.00	3,023.35	65824
10753	SPENCER FANE LLP	01/15/2026	Regular	0.00	3,500.00	65825
10753	SPENCER FANE LLP	01/15/2026	Regular	0.00	2,050.00	65826
00407	SUMNER CO. SHERIFF	01/15/2026	Regular	0.00	480.00	65827
10777	THE HYDRAULIC SHOP INC	01/15/2026	Regular	0.00	1,476.24	65828
10366	UNDERGROUND VAULTS & STORÁGE, INC	01/15/2026	Regular	0.00	147.30	65829
00443	VERIZON WIRELESS	01/15/2026	Regular	0.00	561.68	65830
10183	WASTE MANAGEMENT	01/15/2026	Regular	0.00	1,475.42	65831
10466	WESTLAKE HARDWARE INC	01/15/2026	Regular	0.00	9.14	65832
00468	WICHITA PUMP & SUPPLY CO., INC	01/15/2026	Regular	0.00	474.40	65833
00469	WICHITA STATE UNIVERSITY	01/15/2026	Regular	0.00	250.00	65834
00094	WICHITA WATER CONDITIONING, INC.	01/15/2026	Regular	0.00	348.47	65835
00479	YOUNG & ASSOCIATES, P. A.	01/15/2026	Regular	0.00	29,024.00	65836
00357	MICHAEL J. ROBINSON	01/15/2026	Regular	0.00	155.00	65840
00012	AIRGAS USA, INC.	01/22/2026	Regular	0.00	183.40	65841
00017	AMERICAN ELECTRIC CO. INC	01/22/2026	Regular	0.00	95.87	65842
01094	AUSTIN HOSE	01/22/2026	Regular	0.00	331.51	65843
00043	BIG TOOL STORE LLC	01/22/2026	Regular	0.00	886.59	65844
00100	BILL L DAVIS	01/22/2026	Regular	0.00	244.78	65845
09970	B-R-C BEARING CO., INC	01/22/2026	Regular	0.00	205.43	65846
00051	BRENNETAG SOUTHWEST, INC	01/22/2026	Regular	0.00	5,002.00	65847
00090	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	01/22/2026	Regular	0.00	163.08	65848
00170	CORE & MAIN	01/22/2026	Regular	0.00	1,402.54	65849
00103	DE LAGE LANDEN INC	01/22/2026	Regular	0.00	85.44	65850
10660	IDEATEK TELCOM, LLC	01/22/2026	Regular	0.00	113.00	65851
00215	KANSAS MUNICIPAL UTILITIES INC	01/22/2026	Regular	0.00	3,450.52	65852
00220	KANSAS POWER POOL	01/22/2026	Regular	0.00	228,309.45	65853
00262	MAXIMUM OUTDOOR EQUIPMENT & SERVICE	01/22/2026	Regular	0.00	366.00	65854
01219	MERIDIAN ANALYTICAL LABS LLC	01/22/2026	Regular	0.00	120.00	65855
10022	MIDWEST MOTOR SUPPLY CO. INC	01/22/2026	Regular	0.00	918.31	65856
00294	MURDOCK COMPANIES, INC.	01/22/2026	Regular	0.00	413.70	65857
01122	OMAHA TRUCK CENTER COMPANY INC	01/22/2026	Regular	0.00	34.02	65858
00361	RUSTY ECK FORD INC	01/22/2026	Regular	0.00	6,398.35	65859
10306	RUUD CONCRETE LLC	01/22/2026	Regular	0.00	575.00	65860
00363	S & G ASSOCIATES, INC	01/22/2026	Regular	0.00	176.00	65861

## Check Report

Date Range: 01/01/2026 - 01/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00379	SEDGWICK CO DIVISION OF FINANC	01/22/2026	Regular	0.00	5,000.00	65862
00386	SHRED-IT US JV LLC	01/22/2026	Regular	0.00	25.53	65863
10715	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	01/22/2026	Regular	0.00	208.82	65864
00426	TYLER TECHNOLOGIES INC	01/22/2026	Regular	0.00	86.50	65865
10761	VIVIAN H SISCO III	01/22/2026	Regular	0.00	137.38	65866
00459	WESCO	01/22/2026	Regular	0.00	1,410.50	65867
00462	WESTFALL ELECTRIC INC.	01/22/2026	Regular	0.00	3,879.87	65868
00094	WICHITA WATER CONDITIONING, INC.	01/22/2026	Regular	0.00	17.95	65869
00479	YOUNG & ASSOCIATES, P. A.	01/22/2026	Regular	0.00	1,715.00	65870
00482	ZOLL MEDICAL CORP.	01/22/2026	Regular	0.00	360.03	65871
00434	UNITED STATES POST OFFICE	01/23/2026	Regular	0.00	5,000.00	65875
00032	AUTOMOTIVE EQUIPMENT, INC.	01/29/2026	Regular	0.00	250.98	65878
00242	BORDER STATES ELECTRIC	01/29/2026	Regular	0.00	3,968.47	65879
09927	CALWEN INC.	01/29/2026	Regular	0.00	8,281.68	65880
00071	CENTRAL POWER SYS & SERV INC	01/29/2026	Regular	0.00	660.00	65881
10780	CHRISTIAN CORY	01/29/2026	Regular	0.00	745.00	65882
00080	CITY OF MULVANE-UTILITIES	01/29/2026	Regular	0.00	21,224.63	65883
10223	CRH COFFEE INC	01/29/2026	Regular	0.00	80.63	65884
00132	FAIRBANK EQUIPMENT, INC.	01/29/2026	Regular	0.00	463.72	65885
00154	GENERAL CODE, LLC	01/29/2026	Regular	0.00	1,295.00	65886
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	01/29/2026	Regular	0.00	735.73	65887
10757	J & A TRAFFIC PRODUCTS	01/29/2026	Regular	0.00	550.00	65888
10775	JEO CONSULTING GROUP INC	01/29/2026	Regular	0.00	11,920.00	65889
10391	JOY KAY WILLIAMS	01/29/2026	Regular	0.00	725.00	65890
10782	JULIE ANN WINSLOW	01/29/2026	Regular	0.00	102.69	65891
00215	KANSAS MUNICIPAL UTILITIES INC	01/29/2026	Regular	0.00	700.00	65892
10781	KANSAS PUBLIC TELECOMMUNICATIONS	01/29/2026	Regular	0.00	250.00	65893
00233	KANSASLAND TIRE CO. INC.	01/29/2026	Regular	0.00	632.40	65894
00252	LIFE-ASSIST, INC.	01/29/2026	Regular	0.00	1,633.92	65895
00281	MULVANE ANIMAL CLINIC, LLC	01/29/2026	Regular	0.00	200.00	65896
00297	MYRON CORPORATION	01/29/2026	Regular	0.00	485.94	65897
10349	NATHAN WERTH	01/29/2026	Regular	0.00	8,943.30	65898
00458	PHILIP L. WEISER	01/29/2026	Regular	0.00	150.00	65899
10008	SCHAEFFER MANUFACTURING COMPANY	01/29/2026	Regular	0.00	1,139.05	65900
00397	T-MOBILE	01/29/2026	Regular	0.00	268.51	65901
01215	ULINE INC	01/29/2026	Regular	0.00	53.34	65902
00431	UNIFIED SCHOOL DIST. NO. 263	01/29/2026	Regular	0.00	16.75	65903
00443	VERIZON WIRELESS	01/29/2026	Regular	0.00	121.16	65904
00446	VIA CHRISTI HOME MEDICAL LLC	01/29/2026	Regular	0.00	775.00	65905
00453	WAMPO	01/29/2026	Regular	0.00	576.30	65906
00479	YOUNG & ASSOCIATES, P. A.	01/29/2026	Regular	0.00	850.00	65907
00226	KANSAS STATE TREASURER	01/21/2026	Bank Draft	0.00	223,793.59	DFT0004481
00226	KANSAS STATE TREASURER	01/21/2026	Bank Draft	0.00	417,936.32	DFT0004482
01031	KANSAS DEPT OF REVENUE	01/20/2026	Bank Draft	0.00	2,486.63	DFT0004483

## Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	187	154	0.00	1,234,323.01
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	3	3	0.00	644,216.54
EFT's	0	0	0.00	0.00
	190	159	0.00	1,878,539.55

## Check Report

Date Range: 01/01/2026 - 01/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: APLBNK-AP Land Bank</b>						
10403	MICHAEL J ROBINSON	01/15/2026	Regular	0.00	-868.40	65839
10403	MICHAEL J ROBINSON	01/15/2026	Regular	0.00	868.40	65839

**Bank Code APLBNK Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	868.40
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-868.40
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>2</b>	<b>0.00</b>	<b>0.00</b>

## Check Report

Date Range: 01/01/2026 - 01/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: PYBNK-PAYROLL-POOL</b>						
10772	HEARTLAND CREDIT UNION	01/02/2026	Regular	0.00	634.18	65735
01016	KANSAS PAYMENT CENTER	01/02/2026	Regular	0.00	637.45	65736
01012	AFLAC	01/16/2026	Regular	0.00	273.26	65761
10772	HEARTLAND CREDIT UNION	01/16/2026	Regular	0.00	647.67	65762
01016	KANSAS PAYMENT CENTER	01/16/2026	Regular	0.00	637.45	65763
01022	LEGAL SHIELD	01/16/2026	Regular	0.00	324.90	65764
00079	CITY OF MULVANE	01/15/2026	Regular	0.00	5,201.06	65837
00106	DELTA DENTAL OF KANSAS	01/15/2026	Regular	0.00	5,547.24	65838
10772	HEARTLAND CREDIT UNION	01/30/2026	Regular	0.00	478.28	65876
01016	KANSAS PAYMENT CENTER	01/30/2026	Regular	0.00	1,312.22	65877
01018	AXA EQUITABLE - EQUI-VEST	01/29/2026	Regular	0.00	13,775.00	65908
00079	CITY OF MULVANE	01/29/2026	Regular	0.00	2,600.53	65909
00436	UNUM LIFE INSURANCE CO OF AMER	01/12/2026	Bank Draft	0.00	409.70	DFT0004427
00436	UNUM LIFE INSURANCE CO OF AMER	01/12/2026	Bank Draft	0.00	2.60	DFT0004440
01021	KPERS	01/02/2026	Bank Draft	0.00	27,652.26	DFT0004446
01021	KPERS	01/02/2026	Bank Draft	0.00	11,223.30	DFT0004447
01026	IRS	01/02/2026	Bank Draft	0.00	28,277.86	DFT0004448
01026	IRS	01/02/2026	Bank Draft	0.00	20,222.36	DFT0004449
01031	KANSAS DEPT OF REVENUE	01/02/2026	Bank Draft	0.00	10,968.44	DFT0004450
01026	IRS	01/02/2026	Bank Draft	0.00	6,613.46	DFT0004451
10699	MUTUAL OF OMAHA	01/09/2026	Bank Draft	0.00	1,392.42	DFT0004453
10699	MUTUAL OF OMAHA	01/09/2026	Bank Draft	0.00	462.93	DFT0004454
01021	KPERS	01/16/2026	Bank Draft	0.00	261.15	DFT0004455
01021	KPERS	01/16/2026	Bank Draft	0.00	799.22	DFT0004456
01021	KPERS	01/16/2026	Bank Draft	0.00	26,478.29	DFT0004457
01026	IRS	01/16/2026	Bank Draft	0.00	11,003.54	DFT0004458
01026	IRS	01/16/2026	Bank Draft	0.00	28,121.94	DFT0004460
01031	KANSAS DEPT OF REVENUE	01/16/2026	Bank Draft	0.00	20,212.32	DFT0004461
01026	IRS	01/16/2026	Bank Draft	0.00	10,778.00	DFT0004462
00408	SURENCY LIFE & HEALTH	01/09/2026	Bank Draft	0.00	6,577.00	DFT0004463
00408	SURENCY LIFE & HEALTH	01/09/2026	Bank Draft	0.00	721.85	DFT0004464
00046	BLUE CROSS AND BLUE SHIELD	01/15/2026	Bank Draft	0.00	30.69	DFT0004465
00046	BLUE CROSS AND BLUE SHIELD	01/15/2026	Bank Draft	0.00	15,503.53	DFT0004466
00046	BLUE CROSS AND BLUE SHIELD	01/15/2026	Bank Draft	0.00	6,517.04	DFT0004467
00046	BLUE CROSS AND BLUE SHIELD	01/15/2026	Bank Draft	0.00	6,910.29	DFT0004468
00046	BLUE CROSS AND BLUE SHIELD	01/15/2026	Bank Draft	0.00	33,687.64	DFT0004469
00046	BLUE CROSS AND BLUE SHIELD	01/15/2026	Bank Draft	0.00	1,203.13	DFT0004470
00046	BLUE CROSS AND BLUE SHIELD	01/15/2026	Bank Draft	0.00	8,344.82	DFT0004471
00046	BLUE CROSS AND BLUE SHIELD	01/15/2026	Bank Draft	0.00	6,517.04	DFT0004472
00046	BLUE CROSS AND BLUE SHIELD	01/15/2026	Bank Draft	0.00	6,910.29	DFT0004473
01021	KPERS	01/15/2026	Bank Draft	0.00	34,891.06	DFT0004474
01021	KPERS	01/30/2026	Bank Draft	0.00	26,476.30	DFT0004475
01026	IRS	01/30/2026	Bank Draft	0.00	11,168.18	DFT0004476
01026	IRS	01/30/2026	Bank Draft	0.00	28,357.44	DFT0004477
01031	KANSAS DEPT OF REVENUE	01/30/2026	Bank Draft	0.00	20,100.41	DFT0004478
		01/30/2026	Bank Draft	0.00	10,903.58	DFT0004479

**Check Report****Date Range: 01/01/2026 - 01/31/2026**

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Payment Date</b>	<b>Payment Type</b>	<b>Discount Amount</b>	<b>Payment Amount</b>	<b>Number</b>
01026	IRS	01/30/2026	Bank Draft	0.00	6,632.00	DFT0004480

**Bank Code PYBNK Summary**

<b>Payment Type</b>	<b>Payable Count</b>	<b>Payment Count</b>	<b>Discount</b>	<b>Payment</b>
Regular Checks	26	12	0.00	32,069.24
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	35	35	0.00	436,332.08
EFT's	0	0	0.00	0.00
	<b>61</b>	<b>47</b>	<b>0.00</b>	<b>468,401.32</b>

**All Bank Codes Check Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	214	167	0.00	1,267,260.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-868.40
Bank Drafts	38	38	0.00	1,080,548.62
EFT's	0	0	0.00	0.00
	<b>252</b>	<b>208</b>	<b>0.00</b>	<b>2,346,940.87</b>

**Fund Summary**

Fund	Name	Period	Amount
999	Pool Cash Fund	1/2026	<b>2,346,940.87</b>

Date \_\_\_\_\_

Approved \_\_\_\_\_